



FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218
www.fairfaxwater.org

Agreement

Contract Title: On-Call Pavement Restoration Services

This Contract 2024-105 is made and entered into this 25th day of November 2024, the date the Agreement is fully executed by Fairfax County Water Authority, a political subdivision of the Commonwealth of Virginia, operating as Fairfax Water ("FW"), by and between FW and Arthur Construction Co., Inc., ("Contractor"), whose address is: 23691 Overland Drive, Dulles, VA 20166.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. Scope of Work:

The Scope of Work for this Contract generally is described as to provide as requested by FW the goods and services necessary for On-Call Pavement Restoration Services ("the Work"), as set forth in greater detail in Attachment A, Specifications & Scope of Work.

2. Contract Price:

The Contract Price shall be as set forth in Attachment B, Pricing Schedule.

FW will not compensate the Contractor for any Work beyond that included in Attachment B unless the additional Work is covered by a written Amendment to this Contract.

The Contract Prices set forth in Attachment B include all costs, expenses, including reimbursable expenses, to provide the Work described in this Contract.

3. Contract Documents:

The documents which form the entire Contract between FW and the Contractor ("Contract Documents") are as defined either in this Contract or in the Invitation for Bid, and are as set forth below.

3.1. In the case of a conflict, the order of precedence shall be as follows:

- 3.1.1. Agreement and all modifications properly incorporated in the Agreement
- 3.1.2. Attachment A – Specifications & Scope of Work
- 3.1.3. Attachment B – Pricing Schedule
- 3.1.4. Attachment C – Standard Terms and Conditions
- 3.1.5. Attachment D – Certificate(s) of Insurance
- 3.1.6. Attachment E – Section 00610 Performance Bond
- 3.1.7. Attachment F – Section 00611 Payment Bond
- 3.1.8. Attachment G – Section 00800 Supplementary Conditions
- 3.1.9. Attachment H – Section 01110 Summary of Work

- 3.1.10. Attachment I – Section 01200 Measurement and Payment
- 3.1.11. Attachment J – Section 01400 Regulatory Requirements
- 3.1.12. Attachment K – Section 01700 Execution Requirements
- 3.1.13. Attachment L – Section 02700 Paving and Surfacing
- 3.1.14. IFB/Associated Documents

3.2. All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.

3.3. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

3.4. The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

4. **Definitions:**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

5. **Contract Term:**

5.1. The initial term of this Contract shall commence on November 1, 2024, through October 31, 2025 ('Initial Contract Term').

5.2. This Contract may be renewed for a term not to exceed one (1) year ('Renewal Contract Term') by written Notice given by FW at any time prior to 30 calendar days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of FW has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. FW, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) additional one-year periods at the same terms and conditions.

6. **Contract Price Adjustment:**

6.1. The Contractor agrees that prices shall remain firm for the Initial Contract Term. If consideration is to be given to adjusting the price after the Initial Contract Term or a

Renewal Contract Term, the price may be adjusted only upon approval of a written request to the Procurement Manager. Upon receipt of the Contractor's request, FW shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

- 6.2. Any annual increase in prices or rates shall be limited to the most recently published Engineering News-Record (ENR) Construction Cost Index (CCI) for Baltimore, Maryland, for the 12-month period ending 90 days prior to the end of the then current contract year. The ENR CCI for Baltimore, Maryland, (unadjusted for seasonal changes) is the default index for the term of the Contract.
 - 6.3. Any request for Contract price increases must be submitted at least 60 calendar days prior to the end of the then current term of Contract.
 - 6.4. Issuance of a written renewal document and/or Purchase Order for the Renewal Contract Term(s) will constitute notice of renewal. Failure to renew by the expiration date of the then current Contract year will not automatically cancel the Contract. FW may retroactively renew the Contract at any time prior to the last day of the following Renewal Contract Term providing that FW has not formally canceled the Contract.
 - 6.5. Negative BLS index: If the agreed upon index is a negative number the Contractor shall reduce Contract rates by the same amount for the Renewal Contract Term.
7. **Non-Appropriation:**
All funds for payments by FW under any Contract awarded are subject to the availability of an annual appropriation for this purpose by FW. In the event of non-appropriation of funds by the FW for the Work provided under the Contract, FW will terminate the Contract, without termination charge or other liability to FW, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Work covered by this Contract is spent, whichever event occurs first. FW will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of FW, and FW shall not order any Work to be provided after such termination date.
8. **Right to Terminate Contract:**
FW has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Standard Terms and Conditions.
9. **Direction to Proceed:**
- 9.1. For Work to be performed by Contractor under this Contract, the Procurement Department will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Department, and if it does so FW will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of FW other than the Procurement Department, or properly authorized designee, has authority to make any purchases or otherwise bind FW contractually. If a Purchase Order is issued by anyone other than the Procurement Department, it shall be the responsibility of the Contractor to confirm the authority of that

person to bind FW. Provided, however, if the Contractor has received from the Procurement Manager prior written confirmation of a person's authority to bind FW, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

9.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, FW through the Procurement Manager, or authorized designee, may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular FW working day following issuance of such FW directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to FW such emergency Work by 5:00 P.M. on the next regular FW working day following commencement of such emergency Work.

10. Estimated Quantities: No Guaranteed Minimum:

During the Initial Contract Term or any Renewal Contract Term, the Contractor shall furnish all of the Work described in the Contract Documents. The Contractor understands and agrees that there are no guaranteed minimum purchases and that FW has no obligation to the Contractor if no, or fewer, items or Work than any quantities estimated are required or requested by FW. Any quantities which are included in the Contract are the reasonable present expectations of those who are planning for FW for the term of Contract. The amount is only an estimate and the Contractor understands and agrees that FW 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 FW may require Work 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.

11. Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by FW, all in accordance with the provisions of the Standard Terms and Conditions.

12. Assignment of Interest:

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of FW, which FW shall be under no obligation to grant.

13. Notices:

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

To the Contractor:

Joe Arujo
Vice President
23691 Overland Drive
Dulles, VA 20166

To FW:

Elizabeth B. Dooley, CPPO, CPPB
Procurement Manager
8570 Executive Park Avenue
Fairfax, VA. 22031

14. Governing Law; Venue, Waiver of Jury Trial:

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

15. Binding Agreement:

FW and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

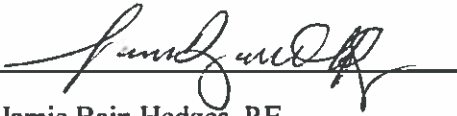
Signatures Appears on Following Page


Fairfax County Water Authority
8570 Executive Park Avenue
Fairfax, Virginia 22031

Arthur Construction, Co., Inc.
23691 Overland Drive
Dulles, VA 20166

Procurement Contact:
Daniel W. Gardner, CPPB, VCA
Phone: 703-289-6247
Email: dgardner2@fairfaxwater.org

Contractor Contact:
Joe Arujo
Phone: 703-996-1155
Email: JoeArujo@ArthurConst.com

By: 
Name: Jamie Bain Hedges, P.E.
Title: General Manager
Date: 11/25/24

By: 
Name: Joe Arujo
Title: VP
Date: Nov. 11, 2024

- Attachments:**
- | | |
|--------------|--|
| Attachment A | Specifications & Scope of Work |
| Attachment B | Pricing Schedule |
| Attachment C | Standard Terms and Conditions |
| Attachment D | Certificate(s) of Insurance |
| Attachment E | Section 00610 Performance Bond |
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Attachment A – Specifications & Scope of Work

Specifications and Scope of Work

1. Summary of Work

A. Description of Work.

1. Project Scope: All Work specified within this Contract may occur anywhere within Fairfax County or the independent Cities or Towns within the County. Work included in this Contract will be authorized by Fairfax Water under separately identified notifications at various times during the term of this Contract. The Work includes but is not limited to the following: the restoration of pavement sections, curb and gutter, sidewalk, valve boxes, curb boxes and other improvements that are generally associated with roadway infrastructure. Contractor shall furnish all labor, materials and equipment necessary to install new asphalt paving and remove off-site all excavated materials. Installation of asphalt paving shall include prime coat on stone base or tack coat on existing paving. The contractor shall provide all work necessary to ensure all materials adjacent to the new construction edges shall be neat and conform to the type materials existing prior to construction. All material depths referred to in this document shall be after the material is fully compacted. Paving work shall fully conform with all applicable Virginia Department of Transportation (VDOT) standards (including highway permits and subsequent special provisions) or as otherwise directed by Fairfax Water. Contractor shall furnish all labor, materials and equipment necessary to clean, prepare and apply materials to existing asphalt surfaces as specified in Section 2.5 Paving and Surfacing
2. A typical asphalt patch shall require, but not be limited to, the following:
 - i. Cut and remove all asphalt within area to be repaired (patched).
 - ii. Install sub-base material as required, roll and compact with vibratory equipment.
 - iii. Tack all vertical edges with coal tar tack.
 - iv. Install asphalt as required to bring up to existing pavement elevation; roll and compact.
 - v. Apply liquid asphalt around perimeter of asphalt patch for protection.
 - vi. Apply sand around outside perimeter of liquid asphalt to prevent vehicle tracking.
 - vii. Fill all drill holes with liquid asphalt as required.
3. Contractor shall furnish labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the Work. He shall obtain and pay for all required permits except the VDOT Permit, which will be obtained by Fairfax Water. He shall protect the Work during construction. He shall perform and complete the Work consistent with safety of life and property and in strict accordance with the Contract Documents. Contractor shall clean up the Work and shall maintain it during and after construction and shall do all Work and pay all incidental costs during and after construction. He shall repair, restore and clean, structures and property that may be damaged or disturbed during the performance of the Work.
4. All Work performed under this Contract must be initiated with a written notification from a Fairfax Water representative indicating the location of the work, restoration size and the appropriate bid items to be used and made a part of this contract. Fairfax Water maintains three (3) distribution system maintenance yards with each yard responsible for certain areas within Fairfax County. Each yard will be responsible for the notification of Work within their respective areas and will provide the notification in groups of 10 projects or as agreed upon. Permanent restoration of street surfaces shall be completed within 30 calendar days of notification, with the exception of Priority and Emergency work described below.

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5. Contractor shall be solely responsible for the adequacy of Contractor's plant and equipment.

B. Contractor's Use of Site and Premises.

1. Unfavorable Construction Conditions: During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner. The Contractor shall, however, maintain suitable all-weather access to all portions of the Work Site.
2. Site Administration: The Contractor shall be responsible for all areas of the Site used by him and all subcontractors in the performance of the Work. He shall exert full control over the actions of all employees and other persons in the use and preservation of property and existing facilities except such controls as may be specifically reserved to the Owner or others. The Contractor may require all persons on the Site to observe the same regulations as he requires of his employees and representatives. Fairfax Water's employees or Authorized Representatives will not be subject to the provisions of this paragraph.
3. Contractor shall verify all dimensions, quantities, equipment, material, finishes, and other such listings or other data received from Fairfax Water, and shall make notification of all errors, omissions, conflicts and discrepancies. This shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation, or from rectifying such conditions at his own expense. He shall not be allowed to take advantage of any errors or omissions. All equipment, materials, finishes, and other such listings are given for the convenience of the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in Work to be done under the Contract.
4. FW has the right to employ other contractors at the various Work sites. During the progress of the Work other contractors may be engaged in other work at the sites. In such event, the Contractor shall coordinate the Work to be done hereunder with the work of other Contractors.
5. All Work, whether it be within a highway right-of-way, neighboring jurisdictions, or private easements, shall be completed to the satisfaction of Fairfax Water. It is hereby understood that Fairfax Water shall be the final approving body as to the acceptability of the Work, regardless of prior approval from other jurisdictions.
6. Contractor may be required to perform Priority Work, defined as pavement repairs that are necessitated by water main breaks. Compensation for Priority Work will be based on the established unit prices in the Attachment 1 Bid Form. Priority Work shall be defined as any Work assigned to the Contractor that is not previously scheduled by FW. Notification for all Priority Work shall be issued for clarification of the type of Work to be performed.
 - i. Priority Work shall be completed within seven (7) calendar days after FW notification of the Priority Work; except where Priority Work includes incidental concrete items in the patch area, in which case the Priority Work shall be completed within 10 calendar days after FW Notification of the Priority Work.

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7. Contractor may be required to perform Emergency Pavement Repairs, defined as pavement repairs that are necessitated by water main breaks for which FW determines pavement restoration shall be required to be completed on an emergency basis. Compensation for Emergency Pavement Repairs Work will be based on the established unit prices in the Attachment I Bid Submission Form. Emergency Pavement Repairs shall be defined as any Work assigned to the Contractor that is not previously scheduled by FW, and which requires completion on an emergency basis.
 - i. If FW provides an Emergency notification to proceed between 4:00 PM EST and 11:59 PM EST on a calendar day, the Contractor shall initiate the Work between 7:00 AM – 12:00 PM EST the next calendar day. If FW provides an Emergency notification to proceed between 12:00 AM EST and 4:00PM EST on a calendar day, the Contractor shall initiate the Work the same calendar day, within 8 hours of the Emergency notification to proceed.

C. Measurement and Payment.

1. Contractor shall take all measurements and compute quantities accordingly. The FW Project Officer or authorized representative shall verify all measurements and computations.

D. Regulatory Requirements.

1. Contractor precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, building and construction codes including, but not limited to, the U.S. Department of Labor Occupational Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), shall be observed. The U.S. Department of Labor Safety and Health Regulations shall be complied with except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, in which case compliance with state and local standards is required. The Contractor shall conduct his work so as to ensure the least possible obstruction to traffic. The Contractor shall provide for the safety and convenience of the general public and residents within the project limits and the protection of persons and property.
 - i. For Work on state highways, FW will obtain all permits required where Work is to be performed within the right-of-way of highways, roads, or other public areas under the control and jurisdiction of VDOT. The Contractor shall become familiar with the requirements of VDOT, particularly regarding cutting and crossing of roadways, materials, and methods of backfilling, maintenance of roadways, drainage and structures, protection of the traveling public, final restoration of roadway surfaces, tree clearings, and restrictions on working hours, before commencing work on highways, roads and other public areas under the control and jurisdiction of VDOT. The Contractor shall comply with all the requirements of VDOT pertaining to the Work to be performed under the Contract or as otherwise directed by Fairfax Water. The Contractor shall obtain a written approval and release from VDOT before final payment will be allowed under this Contract.
 - ii. For Work within independent cities, FW will obtain all permits required where Work is to be performed within the right-of-way of highways, roads, or other public areas under the control and jurisdiction of the independent cities of Fairfax and Falls Church. The Contractor shall become familiar with the requirements of these Cities, particularly regarding cutting and crossing of roadways, materials, and methods of backfilling, maintenance of roadways, drainage and structures, protection of the traveling public, final restoration of roadway surfaces, tree clearings, and restrictions on working hours,

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before commencing work on highways, roads and other public areas under the control and jurisdiction of these Cities. The Contractor shall comply with all the requirements of these Cities pertaining to the Work to be performed under the Contract or as otherwise directed by Fairfax Water.

- iii. The codes listed under references of this Section 2.3 Regulatory Requirements are the applicable codes for this Work. Other standard codes which apply to the Work are designated in the individual specification sections.
2. Contractor shall observe source of supply and quality requirements as follows:
 - i. The materials used throughout the work shall conform to the requirements of the Contract Documents. The Contractor shall regulate his supplies so that there will be a sufficient quantity of tested material on hand at all times to prevent any delay of Work.
 - ii. At the option of Fairfax Water's Authorized Representative, materials may be approved at the source of supply. If it is found during the life of the Contract that previously approved sources of supply do not supply materials or equipment conforming to the requirements of the Contract Documents, do not furnish the valid test data required to document the quality of the material or equipment, or do not furnish valid quantities to document payment, the contractor shall change the source of supply and furnish material or equipment from other approved sources.
 - iii. Materials shall not be furnished from a source that has been identified by the Office of Federal Activities as being on the Environmental Protection Agency list of violating facilities.
 - iv. When material are required to have approved mixture design(s) or job-mix formula(s), the most recently approved design(s) or formula(s) for the applicable source(s) of supply will be indicated by reference on the Contractor's copy of the approved source of supply statement. The Contractor shall be responsible for determining from his source(s) of supply and actual design(s) or formula(s) shown by the reference and shall keep informed as to any subsequently approved revisions and new designs or formulas for such source(s).
 - v. When optional materials are included in the Contract Documents, the Contractor shall advise the FW Project Officer in writing of the specific materials throughout the project unless a change is authorized in writing by the FW Project Officer. The FW Project Officer may authorize other types and sources in an emergency.
 3. Contractor shall be responsible for supplying to FW certificates of supply for all materials used for the Work. If a material, i.e. concrete, is made up of more than one material, then a certificate must be furnished for each constituent. The certificate must state the supplier's name, source of supply and verify that if applicable, the product meets the standards of the Contract Documents. The certificate must be signed by the supplier and the Contractor. The certificates must be presented to the FW Project Officer and approved prior to the use of the material on the Work. FW reserves the right to perform tests on the materials used at any time.
- E. Execution Requirements.
1. Maintenance During Construction.
 - i. Contractor shall maintain the work from the beginning of construction operations until final acceptance of the project. The maintenance shall constitute continuous and

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effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures are maintained in satisfactory condition at all times, including barricades and warning signs.

- ii. Contractor must follow all VDOT Work Zone Safety regulations during the performance of the Work.
- iii. When the Contract Documents specify the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.
- iv. Unless otherwise specified, the Contractor shall bear all cost of maintenance work during construction and before the project is accepted and of construction and maintaining such approaches, crossings, intersections and other features as may be necessary, without direct compensation, except as provided in (b) and (f) herein; however, when the Contractor confines its operations to a specific section of a project or to areas adjacent to, but not including the surface of the roadway and reasonable width of shoulder thereto, and the surface is not disturbed or damaged by its operations or equipment, it shall not be responsible for the maintenance of the surface which remains undisturbed or undamaged.
- v. Contractor shall keep the portions of the road being used by the public free from irregularities and obstructions of any kind which might represent a hazard or annoyance to traffic and in such condition that traffic will be adequately accommodated.
- vi. All connections with other roads, and public and private entrance shall be kept in a reasonable smooth condition for the safe passage of traffic at all times. Connections or entrances shall not be disturbed by the Contractor until necessary. Once connections or entrances have been disturbed, they shall be maintained and completed as follows:
 - a. Connections which had an original paved surface shall be brought to final grade through the intersection, and a minimum of two lanes shall be paved with a temporary pavement as soon as possible after they are disturbed. All other connections shall be brought to final grade through the intersection and the required material or a temporary aggregate stabilization course placed as soon as possible after they are disturbed. In the event there are delays in the prosecution of the work on connections, those which were originally paved shall have a minimum of two lanes maintained with a temporary paved surface. Those which were not originally paved shall be maintained with a temporary aggregate stabilization course.
 - b. Entrances shall be graded concurrently with the roadway with which they intersect. Once an entrance has been disturbed, it shall be completed as soon as practicable including the placement of the required base and surface course or stabilization. In the event the entrance must be constructed in stages (as in the case where there is a substantial change in the elevation of the roadway with which it intersects), the surface shall be covered with a temporary aggregate stabilization course or other material salvaged from the entrance or project until the entrance can be completed and the required base and surface or stabilization course placed. Stabilization and/or surfacing material shall be applied to connections and entrances whenever directed by Fairfax Water. The Contractor shall schedule construction operations so that approved continuous access is provided to all property adjacent to the construction.

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- vii. Existing surface of the pavement shall be kept free of earth and other materials which might be hazardous to traffic.
 - viii. When removal of U.S. mail and newspaper boxes is made necessary by construction operations, the Contractor shall place such receptacle in temporary locations so that their usefulness will not be impaired. Prior to final acceptance of the project, mail boxes shall be placed in their permanent locations as indicated by Fairfax Water and left in as good condition as when found. All such mail or newspaper boxes or their supports which are damaged through negligence on the part of the Contractor shall be replaced at the cost of the Contractor. The cost of removing and resetting such mail and newspaper boxes shall be included in other appropriate pay items of the Contract.
 - ix. Contractor shall select haul routes between the project and material source(s) that will minimize disturbance to the community. The Contractor shall furnish Fairfax Water's Authorized Representative, or review, his plan for the haul route and for minimizing the adverse effects of hauling operations on persons who reside adjacent to the haul route or who otherwise use a portion of the haul route for ingress or egress to their residential area. Fairfax Water may select alternate haul routes, divide the hauling traffic over several routes, and impose other restrictions deemed necessary to minimize the impact of the hauling operation on local residents.
2. For barricades and warning signs, Contractor shall take all necessary precautions for the protection of the work and the safety of the public as described herein.
3. Contractor shall protect and restore property and shall preserve property and improvements along the lines of and adjacent to the work unless their removal or destruction is called for by the plans. The Contractor shall use suitable precautions to prevent damage to such property.
- i. When the Contractor finds it necessary to enter on private property, he shall secure from the owner or lessee a written permit for such entry prior to moving thereon. An executed copy of this permit shall be furnished to FW Project Officer.
 - ii. Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Work.
 - iii. When direct or indirect damage is done to property by or on account of any act, omission, neglect, or misconduct in the method of executing the Work or in consequence of the nonexecution thereof on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding, or restoring, as may be directed by FW, or making settlement with the property owner. The Contractor shall secure from the property owner a release from any claim against the Owner without additional compensation therefor. A copy of this release shall be furnished to the FW Project Officer.
4. Environmental stipulations shall apply as follows:
- i. No separate payment will be made for the work or precautions described herein except where provided for as a specific item in the Contract or except where provisions have been made for such payment in these specifications.

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- ii. Contractor shall exercise every reasonable precaution throughout the duration of the project to prevent pollution of rivers, streams, and impoundments.
5. Disposal of materials shall be performed as follows:
- i. In the performance of the work of this Contract, unsuitable materials, surplus materials or other construction debris, not designated by Fairfax Water for replacement within the project limits, shall be deposited on a site located outside the project limits in compliance with this Contract, and Federal, State and local laws and regulations. The Contractor shall obtain the necessary rights to the disposal site or sites utilized.
 - ii. Contractor shall furnish Fairfax Water a statement signed by such disposal site owner in which the property owner agrees to the use of the property for the deposit of material from the project. Upon completion of the use of the property as a disposal area, the Contractor shall also furnish Fairfax Water a release signed by the property owner indicating that the property is in satisfactory condition.
 - iii. Design , use, maintenance and restoration of the disposal site, along with the transportation of any materials, shall be in accordance with the terms of this Contract, any Contractor’s agreement with the owner of the disposal site, Federal, State and local laws and regulations. Additionally, the Contractor shall obtain all Federal, State and local approvals and permits before beginning any disposal operations. The approvals and permits shall be available for review by Fairfax Water upon request. Whenever practicable, the Contractor should utilize disposal areas which are already approved and permitted for the disposal of unsuitable and/or surplus material.
 - iv. Failure to comply with this provision will constitute a material breach of this Contract which will entitle Fairfax Water to any and all remedies available pursuant to this Contract and under the law including, but not limited to, actual damages, penalties, fines, removal, restoration, attorney fees, and legal expenses.
- F. Paving and Surfacing.
- 1. Restoration of paved and unpaved surfaces shall be performed as follows: 1. Restoration of pavement structure including surface, base, and subbase courses where applicable shall include the following:
 - i. VDOT roads
 - ii. Private roads
 - iii. Driveways and parking areas
 - iv. Curbs and gutters
 - v. Sidewalks and trails
 - vi. Paved ditches
 - vii. Pavement markings
 - 2. References to VDOT specifications shall be interpreted Road and Bridge Specifications, Virginia Department of Transportation, current addition.

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3. Definitions of milling and pavement overlay shall be interpreted as follows:
 - i. Milling shall be interpreted as preparing rigid or flexible pavement for repair or overlay by removal of existing pavement to a depth of 1 inch.
 - ii. Pavement overlay shall be interpreted as an asphalt concrete surface course up to 2 inches in thickness applied over an existing, prepared, paved surface to restore the surface.
4. Contractor shall fulfill all provisions of the VDOT permit and applicable sections of the Road and Bridge Specifications or as otherwise directed by FW.
5. FW requires Contractor to perform pavement settlement in accordance with VDOT Road and Bridge Specifications.
6. Materials may include aggregates and pavement markings as follows:
 - i. Aggregates include the granular materials used in the base and subbase courses of the pavement structure and the top course on gravel surfaces.
 - a. Crusher run shall conform to the requirements of the VDOT Road and Bridge Specifications. Crusher Run shall be size number 25.
 - b. Aggregate base shall conform to the requirements of the VDOT Road and Bridge Specifications. Aggregate base shall be Type I, Size 21A.
 - c. Pavement marking shall be reflective, thermoplastic pavement marking materials conforming to the VDOT Road and Bridge Specifications. Contractor shall install pavement line marking in accordance with the requirements of the VDOT Road and Bridge Specifications.
7. Equipment may include a roller, which shall be a self-powered, self-propelled unit with a manufacturer's rating of 7 to 10 tons.
8. Mixes may include certain concretes and coats as follows:
 - i. Asphalt concrete shall conform to the requirements of the type designated in accordance with the VDOT Road and Bridge Specifications. Surface course shall be Type SM-9.5A – Plant Mix. Base course and temporary surface course shall be Type BM-25.0.
 - ii. Portland Cement Concrete shall be in accordance with VDOT Road and Bridge Specifications.
 - iii. Asphalt tack coats shall conform to the requirements of the VDOT Road and Bridge Specifications.
9. Preparation shall govern removal of temporary pavement and certain weather conditions as follows:
 - i. For removal of temporary pavement, Contractor shall remove and dispose of temporary pavement materials in an approved manner, prior to installation of permanent pavement.

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- ii. Contractor shall place asphalt concrete mixtures when weather or surface conditions are such that the material can be properly handled, finished or compacted.
10. Installation of permanent pavement, aggregate surfaces, and signal light loop detection as follows:
- i. For permanent pavement, restoration of pavement shall be with the same type of material as that removed or damaged during construction.
 - a. Patches shall be a minimum of 1 foot wide and shall conform to the grade of the existing pavement with the top layer being a minimum 2-inch surface course.
 - b. On VDOT roads, provide a patch which is in accordance with the guidelines on the permit, or as otherwise directed by Fairfax Water.
 - c. On private roads, sidewalks and trails, provide a patch which consists of layers of material which are equal in thickness to those of the existing pavement or a minimum of 4-inches in thickness.
 - d. Replacement curb and curb gutter shall match that which was removed in style and dimensions.
 - 1. Portland Cement Concrete curb and curb and gutter shall be completely replaced between expansion joints.
 - 2. Asphalt Concrete curb shall be saw cut at the interface between new and existing.
 - e. Contractor shall maintain grades, alignment and configuration of paved ditches.
 - ii. Asphalt concrete surface course shall consist of a minimum 2-inch thick layer.
 - a. Subbase courses for roads shall consist of a minimum 10-inch course of well compacted, stabilized aggregate base materials as defined in this specification Section.
 - b. Contractor shall provide an asphalt tack coat between each layer of the pavement structure.
 - c. Contractor shall roll the patch with a self-powered, self-propelled unit as described in this specification Section.
 - iii. For aggregate surfaces Contractor shall aggregate surfaced roads, road shoulders, driveways and trails: Provide a 10-inch well compacted stabilized layer of crusher run material over the entire width of the trench excavation. Contractor shall cap the original width of the aggregate surfaces with a 1-inch layer of crusher run material.
 - iv. For signal light loop detection repair, if during the installation of the permanent pavement an existing signal light loop detector is damaged the Contractor must repair it in accordance with VDOT standards. If the damage is unavoidable during the permanent pavement installation the Contractor shall submit a cost proposal to Fairfax Water and receive approval prior to making the repairs.
- G. Time of Performance.
- 1. Work shall be performed and completed in accordance with the specified time of the Priority Work or Emergency Pavement Repairs defined in Section 2.1 (F) and Section 2.1 (G). Failure of the Contractor to complete Work within the specified time may result in a breach of Contract by the Contractor.

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H. Priority Customer.

1. The Contractor understands and acknowledges that FW provides services that are essential to the health and welfare of the public. To the extent that the Contractor shall prioritize and/or allocate services among its customers. Repair requirements of FW shall be honored before service is provided to a customer with no obligations with regard to the public health and welfare.

END ATTACHMENT A

Attachment B - Pricing Schedule

Contract Item	Description	Unit of Measure	Unit Price
1	4" Asphalt Concrete Pavement Replacement w/removal	Square Yard	\$ 32.00
2	6" Asphalt Concrete Pavement Replacement w/removal	Square Yard	\$ 63.00
3	8" Asphalt Concrete Pavement Replacement w/removal	Square Yard	\$ 81.00
4	10" Asphalt Concrete Pavement Replacement w/removal	Square Yard	\$ 99.00
5	12" Asphalt Concrete Pavement Replacement w/removal	Square Yard	\$ 117.00
6	Additional Asphalt Concrete Pavement Replacement Greater than 12"	Square Yard per Inch	\$ 20.00
7	1" Asphalt Concrete Surface Course Pavement Overlay	Square Yard per Inch	\$ 13.50
8	1" Pavement Milling of Existing Surfaces	Square Yard per Inch	\$ 9.00
9	Pavement Line Markings (VDOT Approved Paint)	Linear Foot	\$ 3.00
10	Pavement Line Markings (VDOT Approved Thermoplastic)	Linear Foot	\$ 6.00
11	Concrete Sidewalk Replacement	Square Yard	\$ 117.00
12	Concrete Driveway, Curb Cut Ramps and Valley Gutter Replacement	Square Yard	\$ 153.00
13	Concrete Curb and Gutter Replacement	Linear Foot	\$ 100.00
14	2" Asphalt Concrete Surface Course Pavement	Square Yard	\$ 9.00
15	4" Asphalt Concrete Surface Course Pavement	Square Yard	\$ 18.00
16	6" Asphalt Concrete Surface Course Pavement	Square Yard	\$ 27.00
17	8" Asphalt Concrete Surface Course Pavement	Square Yard	\$ 36.00
18	10" Asphalt Concrete Surface Course Pavement	Square Yard	\$ 45.00
19	12" Asphalt Concrete Surface Course Pavement	Square Yard	\$ 54.00
20	4" Asphalt Concrete Base Course Pavement	Square Yard	\$ 18.00
21	6" Asphalt Concrete Base Course Pavement	Square Yard	\$ 27.00
22	8" Asphalt Concrete Base Course Pavement	Square Yard	\$ 36.00
23	10" Asphalt Concrete Base Course Pavement	Square Yard	\$ 45.00
24	21-A Stone	Ton	\$ 100.00
25	Priority Mobilization	Each	\$ 1,500.00
26	Emergency Mobilization	Each	\$ 10,000.00

End of Attachment B

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Attachment C - Standard Terms and Conditions

Standard Terms and Conditions

1. Drug-Free Workplace

During the Contract term, Contractor agrees to (i) provide a drug-free workplace for Contractor employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor 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 Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor, subconsultant, or vendor. For purposes hereof, a “drug-free workplace” shall mean the site for the performance of the Work contemplated hereby.

2. Non-Discrimination by Contractor

Contractor covenants and agrees as follows:

- A. During the Term, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

Contractor will include the provisions of the foregoing Sections 3.2(A), (B), and (C) in every subcontract, subconsulting agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

3. Non-Discrimination by FW

FW represents and warrants that it does not discriminate against faith-based organizations.

4. No Employment of Unauthorized Aliens

Contractor hereby covenants and agrees that it does not, and shall not during the term of this Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

5. Right of Audit

Contractor covenants and agrees to retain all books, records, and other documents (electronic or otherwise) relating this Contract (the “Project Records”) for at least five (5) years after final payment hereunder. Project Records will be deemed to exclude books, records, and other documents if and to the extent they are protected by the attorney-client privilege. FW and its authorized agents (the “Auditing Parties”) shall have full access to and the right to examine the Project Records upon written request at any time, and from time to time, during the term of this Contract and for a period of five (5) years thereafter. Contractor hereby covenants and agrees that, within 10 days after it receives written notice from an Auditing Party, it will make the Project Records available for inspection and

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copying by such Auditing Party during Contractor regular business hours, with copies being provided at a reasonable cost payable by the Auditing Party. Any failure on the part of Contractor to comply with the provisions of this Section will constitute a breach of the Contract and, regardless of whether such failure occurs during the term of the Contract, or within the five-year period commencing on the date of final payment hereunder, will constitute sufficient grounds for debarment Contractor. Contractor hereby agrees that it will pay and be responsible for all costs and expenses (including court costs and attorneys' fees) incurred by an Auditing Party in enforcing this provision.

6. Dispute Resolution Process

Contractual claims, whether for money or for other relief, will be submitted in writing to FW not later than 60 days after final payment; provided however, that written Notice of Contractor intention to file such claim must:

- A. Be delivered to the attention of FW's Procurement Manager, at the address shown in the Notice provisions of the Contract, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
- B. Contain a reasonably detailed description of the basis of the claim.

Contractor failure to comply with the foregoing requirements will result in a waiver of the claim. FW will make a written decision upon any such claim within 60 days after submittal of the claim. Contractor will not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless Contractor initiates legal action as provided in § 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in Contractor being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be Contractor right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Virginia Code has been established for contractual claims under this Contract.

7. Antitrust

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to FW all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by FW.

8. Arrearage

During the term of the Contract, the Contractor shall not be in arrears in the payment of any obligation due and owing FW, the Commonwealth of Virginia, or any public body in the Commonwealth of Virginia, including but not limited to any obligation to pay taxes and/or employee benefits.

9. Compliance with Laws, Regulations and Codes

The Contractor hereby represents and warrants that:

- A. It is qualified and properly licensed to do business in the Commonwealth of Virginia and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.

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- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

10. Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent, or employee of FW either before or after the execution of any Contract resulting from this solicitation or following negotiations, shall affect or modify any of the terms, conditions, Specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the Procurement Contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Procurement Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Officer.
- B. Changes can be made to the Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 - 2. FW may order changes within the general scope of the Contract at any time by Notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the Notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present FW with all vouchers and records of expenses incurred and savings realized. FW shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by Notice to the Procurement Department. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by FW or with the performance of the Contract generally.

11. Contractor Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this Contract. The use of subcontractors is prohibited unless:

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1. A request to include a subcontractor was included in the Bid; and,
 2. The Contractor receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties; or,
 3. The Contractor receives approval to use a subcontractor if FW at its sole discretion determines subcontractor approval would expedite the return of a pump to service, improve a repair outcome, or reduce cost, without compromising service quality.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the Contract. Subcontractors will be approved only when both the Contractor and the subcontractor meet the qualifications to provide quality control and assurance of the subcontracted work. For example, if a Contractor requests to subcontract blasting and coatings, both the Contractor and the subcontractor shall have at least an AMPP Basic Coatings Inspector / CIP Level 1 Certification on staff to provide acceptable quality assurance and quality control.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non -FW property as a result of its failure, or its subcontractor failure to protect such facilities and utilities.
- D. The Contractor, at its sole expense, shall immediately repair or replace FW property damaged by (or caused by) the Contractor or its Subcontractor(s). Replacements will be of equal or better quality than the property damaged property, and all such work must be approved by FW Project Officer.

12. Delivery

In the case of solicitations that require delivery to FW:

- A. Contractor guarantees delivery of Contract items within the timeframe specified herein. Failure to deliver within the time specified, or as amended in writing by FW, or failure to make replacements of rejected Contract items, shall constitute a breach of Contract and may be grounds for a declaration of default in addition to any other remedies FW may be entitled to.
- B. If a delay is anticipated, the Contractor must provide as much advanced Notice as possible to FW. Failure to honor a delivery schedule may result in damages to FW. The Contractor is liable for any and all costs incurred by FW due to such failures.
- C. National Terrorism Advisory System: If the National Terrorism Advisory System places the water / wastewater industry on an Elevated Alert or Imminent Alert, all deliveries shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested by the plant. As each delivery leaves the Contractor yard, the Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before delivery is allowed on site. Failure to follow these procedures may result in a refusal of the delivery at the Contractor risk and expense. FW may add additional screening requirements if an Elevated Alert or Imminent Alert is in place

13. Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to this Contract, are proper and in accordance therewith.

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14. Examination of Records

Contractor agrees that during the Contract term, either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting Contract. This obligation shall expire five years after the final payment for the final service performed as a result of this Contract, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so, required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

15. Formation of Contract

A. The words "Contract" and "Purchase Order" are used interchangeably unless the context otherwise plainly requires. The documents comprising the Contract shall be accorded the following order of precedence:

1. Any Change Orders or Amendments;
2. All Purchase Orders;
3. Any Addenda to the IFB;
4. This IFB (including all Appendices and Attachments hereto); and
5. The Bidder's completed Bid Tabulation Form (including any drawings and submittals).

B. The Contract to be entered into as a result of this IFB shall be by and between the Bidder as Contractor and FW. It shall include the following items, which are listed in order of precedence:

1. The fully executed Contract between the parties, or FW Purchase Order,
2. The IFB and any Addenda to the IFB,
3. The Bidder's response to the IFB (including any drawings and submittals), and
4. All correspondence between the parties regarding this IFB.

C. Anything called for by one of the Contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract documents shall have the intended effect.

16. Indemnification and Responsibility for Claims and Liability

A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

B. FW has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the Contract, against the Contractor or its subcontractors as a result of or relating to the Contractor obligations under this Contract.

C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor obligations under this Contract.

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- D. The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting Contract and shall save FW harmless from any loss, including Attorneys' fees arising out of any such claim.

17. No Waiver or Estoppel

Neither the inspection by FW nor any of its employees, nor any payment of money, nor payment for, nor acceptance of any Commodity by FW, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies provided in this Contract to FW shall be construed as cumulative and shall be in addition to each and every other remedy herein provided. Neither FW, nor any officer, employee, or authorized representative of FW, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract by any officer, employee or authorized representative of the Owner, at any time either before or after final completion and acceptance of the Work and payment therefore from: (a) showing the true and correct classification, amount, quality, or character of the Commodities delivered, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Commodities or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any overpayment made to the Contractor or such damages as FW may sustain by reason of the Contractor failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

18. Pass-through Price Increases and Decreases

For annually renewable Contracts:

- A. Increases: FW recognizes that the Contractor sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the current Contract year.
- B. Decreases:
1. Pass through price increases shall cease at the end of the then current Contract year and Contract pricing will return to the pre-pass-through rate. The Contractor will be eligible for and only upon request, the annual economic price increase as defined in subsection 3.18 above.
 2. Prior to the end of the then current Contract year, the pass-through increase shall be reduced or eliminated when and as the cause of the increase is reduced or eliminated.
- C. Pass through price increases will not be a substitute for poor planning by the Contractor. Pass through increase will not be allowed for the first six months of any Contract year. Price increases will be effective upon the date such a request is received in writing; and will not be made retroactive.

19. Payment Clauses Required in All Contracts

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any Contract Awarded by FW include the following clauses:

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1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by FW for work performed by any subcontractor(s) under the Contract:
 - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under that contract; or
 - b. Notify FW and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor payment with the reason for nonpayment.
 2. Bidders shall include in their offer submissions either: (i) if an individual Contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 3. The Contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subdivision one.
 4. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.
- B. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- C. A Contractor obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

20. Payment

- A. Invoices: All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or e-mail. Invoices shall include the FW Purchase Order / Contract number and the Contractor FEIN. Invoices are not to be sent to the Contract Project Officer, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.
- B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at FW Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. Invoices: The Contractor shall submit invoices for items ordered, delivered, and accepted, directly to the Finance Department, to the attention of Accounts Payable. Invoices shall show FW Purchase Order or Contract number and are subject to review and approval by FW Project Officer.
- D. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- E. Refunds: If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. Partial Payments: Requests for partial

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payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.

- F. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

21. Precedence of Terms

These Standard Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other Standard Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

22. Price Firm Period

Bid prices shall be firm and fixed and not be subject to change during the Initial Term of the Contract.

23. Price and Title

All prices are for Commodities delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW. Title for such Work shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

24. Purchase and Sale Transaction

Any transaction for the purchase and sale of any Commodity shall be effected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

25. Taxes

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax identification number is 54-6025290.

26. Termination of Contract

- A. **For Cause.** In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written Notice of termination to the Contractor. Such Notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

If, after issuance of a Notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the Notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written Notice of such termination. Any

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compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.

- B. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

27. Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

28. Warranty

- A. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, in first class condition, and in accordance with the Contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.
- B. Materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 12 months following date of final acceptance. Should any defect be noted by the FW, the Project Officer will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) FW does not require replacement or correction, but an equitable adjustment to the Contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to FW and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the Contract price.
- C. Work not conforming to these warranties shall be considered defective.
- D. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor other guarantees or obligations in this Contract.
- E. NOTE: Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

Contract 2024-105
Attachment C - Standard Terms and Conditions

29. Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

30. Insurance

- A. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- B. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor obligations under the Contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor performance under this Contract.
- C. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract.
- D. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written Notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:
1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
 2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000
For Construction Contracts:	
◆ Directors & Officers – Errors & Omissions	\$2,000,000
- E. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the

Contract 2024-105
Attachment C - Standard Terms and Conditions

property of others arising from the Contractor use of motor vehicles or other equipment and must cover both on-site and off-site operations.

- F. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

END ATTACHMENT C

Contract 2024-105
Attachment D – Certificate of Insurance

This page intentionally left blank.

Contractor shall send Certificate of Insurance to FW.

END ATTACHMENT D

SECTION 00610

**CONTRACT 24-105 IFB 24-268
ON-CALL PAVEMENT RESTORATION SERVICES**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Arthur Construction Co., Inc. (the "Principal"), a Corporation whose principal place of business is in Dulles, VA, and Merchants National Bonding, Inc. (the "Surety"), a corporation organized and existing under the laws of the State of IA, with its principal office in Des Moines, IA, are held and firmly bound unto **FAIRFAX COUNTY WATER AUTHORITY** (hereinafter called the "Obligee") in the sum of Three Million Four Hundred Eight Thousand Fifty and 00/100 Dollars (\$ 3,408,050.00), lawful money of the United States of America, for the payment whereof the Principal and the Surety hereby bind themselves and their successors and permitted assigns, jointly and severally and firmly by these presents, for the prompt and faithful performance of all of the Work in strict conformity with the requirements of the Contract Documents for the Project.

WHEREAS, the Principal has entered into a certain Agreement with the Obligee, dated as of the ___ day of _____, 20__ (such Agreement, together with the other Contract Documents, as amended from time to time after the date hereof, hereinafter called the "Contract"), for

ON-CALL PAVEMENT RESTORATION SERVICES

which Contract is incorporated herein by reference;

WHEREAS, the Principal is obligated to furnish security with respect to its obligation to perform the work to be performed under the Contract; and

WHEREAS, the Principal desires to furnish this Performance Bond in lieu of a certified check or cash escrow otherwise required to be provided to the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the Principal and Surety and its or their successors or assigns, or any of them shall:

Well and truly and in good sufficient and workmanlike manner perform or cause to be performed the Contract, and each and every of the covenants, promises, agreements, warranties, and provisions to be performed by the Principal set forth therein, in strict conformity with the plans, specifications, and conditions of the Contract, and complete the same within the time period specified therein, all as may be amended from time to time by the parties thereto, and fully indemnify and hold harmless the Obligee from all costs and damages which it may suffer by reason of the Principal's failure to do so and fully reimburse and repay the Obligee all costs and expenses which it may incur in making good any such default, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations:

- (a) No action on this Bond shall be brought unless brought within five (5) years after completion of the Contract. Completion of the Contract is established when final payment is made to the Principal pursuant to the terms of the Contract. However, if a final certificate of occupancy or written final acceptance of the Project is issued prior to final payment, the five (5) year period to bring an action shall commence no later than twelve (12) months from the date of the Certificate of Occupancy or written final acceptance of the Project.

- (b) The obligations of the Surety and its successors and assigns under this bond shall in no event be released or in any manner be impaired or affected by: (a) any extension of time, modification, omission, addition or amendment of or to the Contract or the Work to be performed thereunder; (b) any payment thereunder before the time required therein; (c) any waiver of any provision thereof; or (d) any assignment, subletting or other transfer of all or of any part thereof or of any Work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, hereby waives any right to receive notice of any and all of such extensions, modifications, omissions, additions, amendments, payments, waivers, assignments, subcontracts and transfers.

The Terms and Conditions of the Performance Bond set forth on Attachment A are incorporated herein by reference and shall be binding to the same extent as if set forth fully herein.

The Obligee's omission to call upon the Surety in any instance shall in no event release the Surety from any obligation hereunder.

All notices, requests, demands and other communications which are provided hereunder, shall be in writing and shall be deemed to have been duly given upon the hand delivery thereof during business hours, or upon the earlier of receipt or three (3) days after pre-paid posting by registered mail or certified mail, return receipt requested, or on the next business day following pre-paid delivery to a reliable overnight delivery service, if to the Principal or the Obligee, to the addresses set forth in the Contract, and if to the Surety, to the address set forth beneath its signature on this Bond.

The obligations evidenced hereby shall constitute the joint and several obligations of the Principal, the Surety, and their successors and permitted assigns.

Unless the context otherwise requires, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents. This Bond shall be deemed to incorporate all provisions required by law to be set forth herein.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business as a surety in the Commonwealth of Virginia.

[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Principal and Surety have caused this Performance Bond to be executed by their duly authorized officers effective as of the 14th day of November, 2024.

Arthur Construction Co., Inc.

Principal

(Seal)

By: _____

Name: _____

Title: _____

Joe Arayo
VP

Merchants National Bonding, Inc.

Surety

(Seal)

By: _____

Attorney-in-Fact
(Attach Copy of Power of Attorney)

Name: Natalie M. Jimenez

Title: Attorney-In-Fact

Surety's Notice Address of Surety:
P.O. Box 14498

Des Moines, IA 50306-3498



AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

~~COMMONWEALTH~~ / STATE OF Maryland
~~CITY~~ COUNTY/TOWN of Baltimore

I, the undersigned notary public, do certify that ^{Natalie M.}Jimenez, whose name is signed to the foregoing Performance Bond in the amount of \$3,408,050.00 and which names the Fairfax County Water Authority as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of ^{Merchants National}Bonding, Inc., a IA corporation which is the Surety on the foregoing Bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing Bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the Surety, he/she acknowledged the foregoing Bond before me as the above Surety's act and deed.

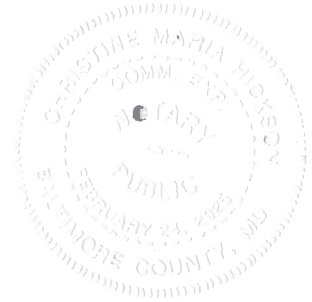
S/he has further certified that her/his Power of Attorney has not been revoked as of the date hereof.

[Complete if Power is recorded: Clerk's Office: N/A ;
Deed Book/Page No. or Instrument No.: N/A .]

Given under my hand this 14th day of November, 2024

Christine Marie Hickson
Notary Public (SEAL)

My name (printed) is: Christine M. Hickson
My registration number is: N/A
My commission expires: February 24, 2025



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Natalie M. Jimenez**

Surety Bond #: 101290053
Principal: Arthur Construction Co., Inc.
Obligee: Fairfax County Water Authority

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, 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 and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of November, 2024.

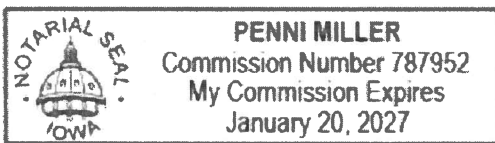


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of November, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of November, 2024.



William Warner Jr.
Secretary

Attachment A to Performance Bond

Terms and Conditions of the Performance Bond

1. In the event of the Principal's Default, and subsequent notification to the Surety pursuant to Section 9 of the General Conditions of the Construction Contract, the Surety shall, within fourteen (14) Days after receipt of such notice, contact the Obligees in writing in order to arrange for a meeting with the Obligees to discuss methods of completing the Construction Contract, including the options set forth in Paragraph 2, below. If the Surety fails to arrange a meeting as set forth above or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Obligees may, in its sole discretion, take such measures as it deems necessary to protect the Obligees' interests, without further notice to the Surety, and the Obligees shall be entitled to enforce any remedy available to the Obligees under the Bond, the Construction Contract, or Virginia law.
2. Within thirty (30) Days after such meeting, during which time the Surety may investigate and otherwise analyze the Project, and which period shall not toll any Construction Contract time periods nor operate as a waiver of any of the Obligees' rights, the Surety shall, at its own expense, notify the Obligees in writing that it is taking one of the following actions:
 - 2.1 By written takeover agreement with the Obligees, the Surety itself shall undertake to perform and complete the Construction Contract, which it may do through its licensed agents or through licensed independent contractors; or
 - 2.2 If acceptable to the Obligees in the Obligees' sole discretion, the Surety may waive its right to perform and complete the Construction Contract, and with reasonable promptness under the circumstances, pay to the Obligees all amounts for which it may be liable to the Obligees as Surety on this Performance Bond, including the damages described in Paragraph 4 below; or
 - 2.3 Deny liability, in whole or in part, and provide written Notice thereof to the Obligees, citing reasons for such denial.
3. If, after the meeting described above, the Surety does not proceed with reasonable promptness with one of the options provided in Subparagraphs 2.1 or 2.2 above, the Obligees may send additional written Notice to the Surety demanding that the Surety perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the Bond within fifteen (15) Days after receipt of such Notice, the Surety shall be deemed to be in default on this Bond. Thereafter, the Obligees shall be entitled to enforce any remedy available to the Obligees under the Bond, the Construction Contract and/or Virginia law. If the Surety proceeds as provided in Subparagraph 2.2, and the Surety and the Obligees are unable to agree as to the amount for which the Surety may be liable to the Obligees, or if the Surety has denied liability, in whole or in part, the Obligees, without further Notice, shall be entitled to enforce any remedy available to the Obligees under the Bond, the Construction Contract, or Virginia law. In such event, the Obligees may immediately proceed to complete the Work in any manner authorized by law.
4. If the Surety elects to act under Subparagraph 2.1 or 2.2 above, then the responsibilities of the Surety to the Obligees shall not be greater than or less than those of the Principal under the Construction Contract, and the responsibilities of the Obligees to the Surety shall not be greater than or less than those of the Obligees under the Construction Contract. To the limit of the amount of this Bond, plus the increased cost of any Change Orders under the Construction Contract, provided the Obligees commits the Balance of the Construction Contract Price to the prompt and faithful completion of the Construction Contract, the Surety is obligated without duplication for:
 - 4.1 The responsibilities of the Principal for correction of Defective Work and completion of the Construction Contract;

- 4.2 Additional legal, design professional, and delay costs resulting from the Principal's Default, and resulting from the actions or failure to act of the Surety under Paragraphs 1 and/or 2; and
- 4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Principal.
5. The Surety shall not be liable to the Obligee for obligations of the Principal that are unrelated to the Construction 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, its members, officers, administrators, successors or assigns.
6. The Surety hereby waives Notice of any changes, including changes of time and cost, to the Construction Contract or to related subcontracts, purchase orders and other obligations. The Surety understands and agrees that the penal amount of the Bond shall be increased or decreased by any changes to cost by the amount specified in any modifications and/or Change Orders.

7. **DEFINITIONS**

- 7.1 **Balance of the Construction Contract Price:** The total amount payable by the Obligee to the Principal under the Construction Contract after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Principal under the Construction Contract.
- 7.2 **Construction Contract:** The Agreement between the Obligee and the Principal identified on the first page of this Performance Bond, including all Contract Documents and duly executed modifications and Change Orders thereto.
- 7.3 **Principal Default:** The occurrence of any one or more Events of Default, as defined under Article 9.A. of the General Conditions to the Construction Contract, with respect to which a Declaration of Default has been issued by the Obligee.

END OF SECTION 00610 - PERFORMANCE BOND

provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which they claim payment, may bring an action on this Bond to recover any amount due them for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees, or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any Subcontractor of the Principal but who has no contractual relationship, express or implied, with the Principal, may bring an action on this Bond only if they have given written Notice to the Principal within ninety (90) days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which they claim payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where its office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this Paragraph

4. Any suit or action under this Bond shall be brought: (a) within one (1) year after the day on which the person bringing such action last performed labor or last furnished or supplied materials in furtherance of the Work described in the Contract; and (b) in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the Project, or any part thereof, is situated.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. The obligations of the Surety and its successors and assigns under this Bond shall in no event be released or in any manner be impaired or affected by: (a) any extension of time, modification, omission, addition or amendment of or to the Contract or the Work to be performed thereunder; (b) any payment thereunder before the time required therein; (c) any waiver of any provision thereof; or (d) any assignment, subletting or other transfer of all or of any part thereof or of any Work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, hereby waives any right to receive Notice of any and all of such extensions, modifications, omissions, additions, amendments, payments, waivers, assignments, subcontracts and transfers.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made on behalf of such potential beneficiary.

The obligations evidenced hereby shall constitute the joint and several obligations of the Principal, the Surety, and their successors, and permitted assigns.

Unless the context otherwise requires, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents. This Bond shall be deemed to incorporate all provisions required by law to be set forth herein.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business as a surety in the Commonwealth of Virginia.

[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly-authorized representatives effective as of the 14th day of November, 2024.

Arthur Construction Co., Inc.

Principal

(Seal)

By: 

Name: Joe Arroyo

Title: UP

Merchants National Bonding, Inc.

Surety

(Seal)

By: 

Attorney-In-Fact

(Attach Copy of Power of Attorney)

Name: Natalie M. Jimenez

Title: Attorney-In-Fact

Surety's Notice Address of Surety:

P.O. Box 14498

Des Moines, IA 50306-3498



AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

~~COMMONWEALTH~~ / STATE OF Maryland
~~CITY/COUNTY/TOWN~~ of Baltimore

I, the undersigned notary public, do certify that ^{Natalie M.}Jimenez, whose name is signed to the foregoing Payment Bond in the amount of \$ 3,408,050.00 and which names the Fairfax County Water Authority as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of ^{Merchants National}Bonding, Inc., a IA corporation which is the Surety on the foregoing Bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing Bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the Surety, he/she acknowledged the foregoing Bond before me as the above Surety's act and deed.

S/he has further certified that her/his Power of Attorney has not been revoked as of the date hereof.

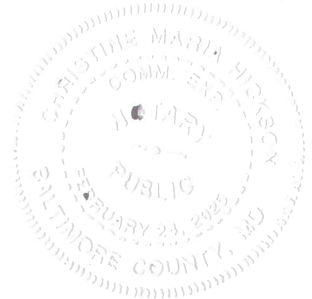
[Complete if Power is recorded: Clerk's Office: N/A ;
Deed Book/Page No. or Instrument No.: N/A .]

Given under my hand this 14th day of November, 2024

Christine Maria Hickson
Notary Public (SEAL)

My name (printed) is: Christine M. Hickson
My registration number is: N/A
My commission expires: February 24, 2025

END OF SECTION 00611 - PAYMENT BOND



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Natalie M. Jimenez**

Surety Bond #: 101290053
Principal: Arthur Construction Co., Inc.
Obligee: Fairfax County Water Authority

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, 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 and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of November, 2024.

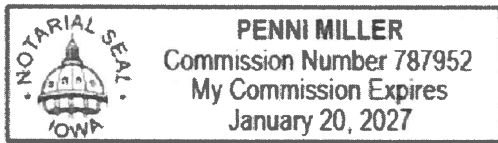


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of November, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of November, 2024.



William Warner Jr.
Secretary

SECTION 00800
SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Related Requirements
- B. Supplements

1.02 RELATED REQUIREMENTS

- A. The following supplements modify, delete from, or add to the General Conditions (Section 00700) of these contract documents.
- B. Unless Articles of the General Conditions are modified by these Supplemental Conditions, unaltered Articles remain in effect.

1.03 SUPPLEMENTS

- A. Under Article 7, Part 7.B (Extra Work) shall not apply to this Contract.
- B. Article 8 (Time provisions) shall not apply to this Contract.
- C. All Work performed under this Contract must be initiated with a written notification from a

Fairfax Water representative indicating the location of the work, restoration size and the appropriate bid items to be used and made a part of this contract. Fairfax Water maintains three (3) distribution system maintenance yards with each yard responsible for certain areas within Fairfax County. Each yard will be responsible for the notification of Work within their respective areas and will provide the notification in groups of 10 projects or as agreed upon.

END OF SECTION 00800

SECTION 01110

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- 1.01 Description of Work
- 1.02 Intent of Contract Documents
- 1.03 Copies of Contract Documents Furnished to Contractor
- 1.04 Coordination
- 1.05 Coordination with other Contractors
- 1.06 Satisfactory Completion of Work
- 1.07 Priority/Emergency Repairs

1.02 DESCRIPTION OF WORK

- A. Project Scope: All Work specified within this Contract may occur anywhere within Fairfax County or the independent Cities or Towns within the County. Work included in this Contract will be authorized by Fairfax Water under separately identified notifications at various times during the term of this Contract. The Work includes but is not limited to the following: the restoration of pavement sections, curb and gutter, sidewalk, valve boxes, curb boxes and other improvements that are generally associated with roadway infrastructure. Contractor shall furnish all labor, materials and equipment necessary to install new asphalt paving and remove off-site all excavated materials. Installation of asphalt paving shall include prime coat on stone base or tack coat on existing paving. The contractor shall provide all work necessary to ensure all materials adjacent to the new construction edges shall be neat and conform to the type materials existing prior to construction. All material depths referred to in this document shall be after the material is fully compacted. Paving work shall fully conform with all applicable Virginia Department of Transportation (VDOT) standards (including highway permits and subsequent special provisions) or as otherwise directed by Fairfax Water. Contractor shall furnish all labor, materials and equipment necessary to clean, prepare and apply materials to existing asphalt surfaces as specified in Section 02700 of this Contract Document.
- B. A typical asphalt patch shall require, but not be limited to, the following:
 - 1. Cut and remove all asphalt within area to be repaired (patched).
 - 2. Install sub-base material as required, roll and compact with vibratory equipment.
 - 3. Tack all vertical edges with coal tar tack.
 - 4. Install asphalt as required to bring up to existing pavement elevation; roll and compact.
 - 5. Apply liquid asphalt around perimeter of asphalt patch for protection.
 - 6. Apply sand around outside perimeter of liquid asphalt to prevent vehicle tracking.
 - 7. Fill all drill holes with liquid asphalt as required.

- C. **Work Included:** Contractor shall furnish labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the Work. He shall obtain and pay for all required permits except the VDOT Permit, which will be obtained by Fairfax Water. He shall protect the Work during construction. He shall perform and complete the Work consistent with safety of life and property and in strict accordance with the Contract Documents. Contractor shall clean up the Work and shall maintain it during and after construction and shall do all Work and pay all incidental costs during and after construction. He shall repair, restore and clean, structures and property that may be damaged or disturbed during the performance of the Work.
- D. **Contractor's Plant and Equipment:** The Contractor shall be solely responsible for the adequacy of his plant and equipment.

1.03 CONTRACTOR'S USE OF SITE AND PREMISES

- A. **Unfavorable Construction Conditions:** During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner. The Contractor shall, however, maintain suitable all-weather access to all portions of the Work Site.
- B. **Site Administration:** The Contractor shall be responsible for all areas of the Site used by him and all subcontractors in the performance of the Work. He shall exert full control over the actions of all employees and other persons in the use and preservation of property and existing facilities except such controls as may be specifically reserved to the Owner or others. The Contractor may require all persons on the Site to observe the same regulations as he requires of his employees and representatives. Fairfax Water's employees or Authorized Representatives will not be subject to the provisions of this paragraph.

1.04 INTENT OF CONTRACT DOCUMENTS

- A. **Contract Documents Complementary:** All Work called for in the Contract Documents applicable to this Contract, but not shown in the Drawings in their present form or shown in the Drawings and not specifically called for in the Specifications, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent, or in the complete and proper execution of the Work, is required, and shall be performed by the Contractor as though it were specifically delineated or described.
- B. **Omission or Silence of Contract Documents:** The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be performed or materials to be furnished, shall be regarded as

meaning that only the best general practice is to prevail and that only materials and Workmanship of the best quality are to be used and interpretation of these Specifications shall be made upon that basis.

1.05 COORDINATION

- A. Contractor shall verify all dimensions, quantities, equipment, material, finishes, and other such listings or other data received from Fairfax Water, and shall make notification of all errors, omissions, conflicts and discrepancies. This shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation, or from rectifying such conditions at his own expense. He shall not be allowed to take advantage of any errors or omissions. All equipment, materials, finishes, and other such listings are given for the convenience of the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in Work to be done under the Contract.

1.06 COORDINATION WITH OTHER CONTRACTORS

- A. Fairfax Water has the right to employ other contractors at the various Work sites. During the progress of the Work other contractors may be engaged in other work at the sites. In such event, the Contractor shall coordinate the Work to be done hereunder with the work of other Contractors.

1.07 SATISFACTORY COMPLETION OF WORK

- A. All Work, whether it be within a highway right-of-way, neighboring jurisdictions, or private easements, shall be completed to the satisfaction of Fairfax Water. It is hereby understood that Fairfax Water shall be the final approving body as to the acceptability of the Work, regardless of prior approval from other jurisdictions.

1.08 PRIORITY/EMERGENCY REPAIRS

- A. The Contractor may be required to perform priority/emergency pavement repairs that are necessitated by water main breaks. Emergency repairs shall be performed, weather permitting, as stipulated in Paragraph "B" below. Compensation for emergency repairs will be based on the established unit prices in the "Schedule of Prices" of the bid form. Emergency/priority work shall be defined as any work assigned to the Contractor that is not previously scheduled by the owner. Notification for all emergency/priority work shall be issued for clarification of the type of work to be performed.
- B. The Contractor, after receiving notification:
 - 1. Will have seven calendar days to complete asphalt patchwork, except where incidental concrete items are included in the patch area. In such event, the work shall be completed within 10 days, or
 - 2. If deemed an emergency by Fairfax Water, the Contractor will install an "Emergency Hot Patch" within eight (8) hours after Fairfax Water completes repairs to the water main.

PART 2 – PRODUCTS --- Not Used

PART 3 – EXECUTION --- Not Used

END OF SECTION 01110

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- 1.02 Measurement Authority
- 1.03 Unit Quantities Specified
- 1.04 Schedule of Unit Price Items

1.02 MEASUREMENT AUTHORITY

- A. Measurement: The Contractor will take all measurements and compute quantities accordingly.
- B. Assistance: Fairfax Water's Authorized Representative shall verify all measurements and computations.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities: Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work, verified by Fairfax Water's Authorized Representative shall determine the payment.
- B. Actual Work: If the actual Work requires more or fewer quantities than those quantities indicated, the required quantities shall be provided at the unit prices contracted. Some items for which unit prices have been requested may not be used during the term of the Contract.
- C. Units of Work: The intention of the unit prices is to provide a complete, functioning unit which may include Work from several Specification Sections. All the Work which is required or which can reasonably be inferred to be required in a unit price item to deliver a complete, functioning unit shall be included.

1.04 SCHEDULE OF UNIT PRICE ITEMS

- A. Permanent Pavement
 - 1. Item Description:
 - a. 4" Asphalt Concrete Pavement Replacement w/removal
 - b. 6" Asphalt Concrete Pavement Replacement w/removal
 - c. 8" Asphalt Concrete Pavement Replacement w/removal
 - d. 10" Asphalt Concrete Pavement Replacement w/removal
 - e. 12" Asphalt Concrete Pavement Replacement w/removal
 - f. Additional Asphalt Concrete Pavement Replacement Greater than 12"

- g. 1" Asphalt Concrete Surface Course Pavement Overlay
- h. 1" Pavement Milling of Existing Surfaces
- i. Pavement Line Markings (VDOT Approved Paint)
- j. Pavement Line Markings (VDOT Approved Thermoplastic)
- k. 2" Asphalt Concrete Surface Course Pavement
- l. 4" Asphalt Concrete Surface Course Pavement
- m. 6" Asphalt Concrete Surface Course Pavement
- n. 8" Asphalt Concrete Surface Course Pavement
- o. 10" Asphalt Concrete Surface Course Pavement
- p. 12" Asphalt Concrete Surface Course Pavement
- q. 4" Asphalt Concrete Base Course Pavement
- r. 6" Asphalt Concrete Base Course Pavement
- s. 8" Asphalt Concrete Base Course Pavement
- t. 10" Asphalt Concrete Base Course Pavement

2. Work Includes:

- a. For Items a through e above the unit price shall include the full depth removal and disposal of existing asphalt and subbase within the area to be repaired necessary for the installation of asphalt concrete replacement along with all necessary surface, base, and subbase courses as specified in Section 02700, or as directed.
- b. Furnish and install the required pavement thickness in accordance with the requirements of Section 02700, Paving and Surfacing.
- c. Items f through h and k through t above shall be paid for only those areas specifically directed by Fairfax Water.
- d. Disposal of spoils from milling shall be included in the unit price for Item h above.

3. Unit of Measure: Square yards of asphalt concrete placed for Items a through e and k through t. Square yards per inch of asphalt concrete placed for Items f through g. Square yards per inch of existing surface planed or milled in preparation for repair or overlay for Item h. Linear feet for pavement line markings for Item i and j.

- a. Pavement limits for payment are in accordance with the requirements of Section 02700 or as required by VDOT, or as otherwise directed by Fairfax Water.

4. No payment will be made for pavement placed beyond the limits specified or shown.

B. Concrete Sidewalk, Driveway and Valley Gutter Replacement

1. Item Description:

- a. Concrete Sidewalk Replacement
- b. Concrete Driveway and Valley Gutter Replacement.

2. Work Includes:

- a. Furnish and install concrete in accordance with VDOT specifications, or as otherwise directed.

2. When it is not feasible to reconstruct the areas where the permissive tolerances have been exceeded, payment will be made in accordance with the applicable specification for each material placed.

END OF SECTION 01200

SECTION 01400

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- 1.02 References
- 1.03 Regulatory Requirements
- 1.04 Source of Supply and Quality Requirements
- 1.05 Material Inspection

1.02 REFERENCES

- A. Virginia Department of Transportation Road and Bridge Specifications
- B. Fairfax County Special Inspections Manual
- C. U.S. Department of Labor Occupational Safety and Health Regulations (OSHA)

1.03 REGULATORY REQUIREMENTS

- A. Compliance with the Law: Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, building and construction codes including, but not limited to, the U.S. Department of Labor Occupational Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), shall be observed. The U.S. Department of Labor Safety and Health Regulations shall be complied with except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, in which case compliance with state and local standards is required. The Contractor shall conduct his work so as to ensure the least possible obstruction to traffic. The Contractor shall provide for the safety and convenience of the general public and residents within the project limits and the protection of persons and property.
- A. Work on State Highways: Fairfax Water will obtain all permits required where Work is to be performed within the right-of-way of highways, roads, or other public areas under the control and jurisdiction of VDOT. The Contractor shall become familiar with the requirements of VDOT, particularly regarding cutting and crossing of roadways, materials, and methods of backfilling, maintenance of roadways, drainage and structures, protection of the traveling public, final restoration of roadway surfaces, tree clearings, and restrictions on working hours, before commencing work on highways, roads and other public areas under the control and jurisdiction of VDOT. The Contractor shall comply with all the requirements of VDOT pertaining to the Work to be performed under the Contract or as

otherwise directed by Fairfax Water. The Contractor shall obtain a written approval and release from VDOT before final payment will be allowed under this Contract.

- C. Work within Independent Cities: Fairfax Water will obtain all permits required where Work is to be performed within the right-of-way of highways, roads, or other public areas under the control and jurisdiction of the independent cities of Fairfax and Falls Church. The Contractor shall become familiar with the requirements of these Cities, particularly regarding cutting and crossing of roadways, materials, and methods of backfilling, maintenance of roadways, drainage and structures, protection of the traveling public, final restoration of roadway surfaces, tree clearings, and restrictions on working hours, before commencing work on highways, roads and other public areas under the control and jurisdiction of these Cities. The Contractor shall comply with all the requirements of these Cities pertaining to the Work to be performed under the Contract or as otherwise directed by Fairfax Water.
- D. Applicable Codes: The codes listed under references of this Section are the applicable codes for this project. Other standard codes which apply to the Work are designated in the individual specification Sections.

1.04 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

- A. The materials used throughout the work shall conform to the requirements of the Contract Documents. The Contractor shall regulate his supplies so that there will be a sufficient quantity of tested material on hand at all times to prevent any delay of work.
- B. At the option of Fairfax Water's Authorized Representative, materials may be approved at the source of supply. If it is found during the life of the Contract that previously approved sources of supply do not supply materials or equipment conforming to the requirements of the Contract Documents, do not furnish the valid test data required to document the quality of the material or equipment, or do not furnish valid quantities to document payment, the contractor shall change the source of supply and furnish material or equipment from other approved sources.
- C. Materials shall not be furnished from a source that has been identified by the Office of Federal Activities as being on the EPA's list of violating facilities.
- D. When material are required to have approved mixture design(s) or job-mix formula(s), the most recently approved design(s) or formula(s) for the applicable source(s) of supply will be indicated by reference on the Contractor's copy of the approved source of supply statement. The Contractor shall be responsible for determining from his source(s) of supply and actual design(s) or formula(s) shown by the reference and shall keep informed as to any subsequently approved revisions and new designs or formulas for such source(s).
- E. When optional materials are included in the Contract Documents, the Contractor shall advise Fairfax Water's Authorized Representative in writing of the specific materials

throughout the project unless a change is authorized in writing by Fairfax Water's Representative. Fairfax Water's Representative may authorize other types and sources in an emergency that will unreasonable delay delivery of the selected material.

1.05 MATERIAL INSPECTION

- A. The Contractor will be responsible for supplying to Fairfax Water certificates of supply for all materials used on this project. If a material, i.e. concrete, is made up of more than one material, then a certificate must be furnished for each constituent. The certificate must state the supplier's name, source of supply and verify that if applicable, the product meets the standards of the Contract Documents. The certificate must be signed by the supplier and the Contractor. Certificates must be presented to Fairfax Water and approved prior to the use of the material on the project. Fairfax Water reserves the right to perform tests on the materials used at any time.

PART 2 - PRODUCTS

2.01 Not Used

PART 3 - EXECUTION

3.01 Not used

END OF SECTION 01400

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- 1.02 Maintenance During Construction
- 1.03 Barricades and Warning Signs
- 1.04 Protecting and Restoring Property
- 1.05 Environmental Stipulations
- 1.06 Disposal of Materials

1.02 MAINTENANCE DURING CONSTRUCTION

- A. The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the project. The maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures are maintained in satisfactory condition at all times, including barricades and warning signs.
- B. The Contractor must follow all VDOT Work Zone Safety regulations during the performance of the Work.
- C. When the Contract Documents specify the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.
- D. Unless otherwise specified, the Contractor shall bear all cost of maintenance work during construction and before the project is accepted and of construction and maintaining such approaches, crossings, intersections and other features as may be necessary, without direct compensation, except as provided in (b) and (f) herein; however, when the Contractor confines its operations to a specific section of a project or to areas adjacent to, but not including the surface of the roadway and reasonable width of shoulder thereto, and the surface is not disturbed or damaged by its operations or equipment, it shall not be responsible for the maintenance of the surface which remains undisturbed or undamaged.
- E. The Contractor shall keep the portions of the road being used by the public free from irregularities and obstructions of any kind which might represent a hazard or annoyance to traffic and in such condition that traffic will be adequately accommodated.
- F. Connections and Entrances: All connections with other roads, and public and private entrance shall be kept in a reasonable smooth condition for the safe passage of traffic at all times. Connections or entrances shall not be disturbed by the Contractor until necessary.

Once connections or entrances have been disturbed, they shall be maintained and completed as follows:

1. Connections – Connections which had an original paved surface shall be brought to final grade through the intersection, and a minimum of two lanes shall be paved with a temporary pavement as soon as possible after they are disturbed. All other connections shall be brought to final grade through the intersection and the required material or a temporary aggregate stabilization course placed as soon as possible after they are disturbed. In the event there are delays in the prosecution of the work on connections, those which were originally paved shall have a minimum of two lanes maintained with a temporary paved surface. Those which were not originally paved shall be maintained with a temporary aggregate stabilization course.
 2. Entrances – Entrances shall be graded concurrently with the roadway with which they intersect. Once an entrance has been disturbed, it shall be completed as soon as practicable including the placement of the required base and surface course or stabilization. In the event the entrance must be constructed in stages (as in the case where there is a substantial change in the elevation of the roadway with which it intersects), the surface shall be covered with a temporary aggregate stabilization course or other material salvaged from the entrance or project until the entrance can be completed and the required base and surface or stabilization course placed. Stabilization and/or surfacing material shall be applied to connections and entrances whenever directed by Fairfax Water. The Contractor shall schedule construction operations so that approved continuous access is provided to all property adjacent to the construction.
- G. The existing surface of the pavement shall be kept free of earth and other materials which might be hazardous to traffic.
1. Mailboxes and Newspaper Boxes: When removal of U.S. mail and newspaper boxes is made necessary by construction operations, the Contractor shall place such receptacle in temporary locations so that their usefulness will not be impaired. Prior to final acceptance of the project, mail boxes shall be placed in their permanent locations as indicated by Fairfax Water and left in as good condition as when found. All such mail or newspaper boxes or their supports which are damaged through negligence on the part of the Contractor shall be replaced at the cost of the Contractor. The cost of removing and resetting such mail and newspaper boxes shall be included in other appropriate pay items of the Contract.
 2. Haul Route: The Contractor shall select haul routes between the project and material source(s) that will minimize disturbance to the community. The Contractor shall furnish Fairfax Water's Authorized Representative, or review, his plan for the haul route and for minimizing the adverse effects of hauling operations on persons who reside adjacent to the haul route or who otherwise use a portion of the haul route for ingress or egress to their residential area. Fairfax Water may select alternate haul routes, divide the hauling traffic over several routes, and

impose other restrictions deemed necessary to minimize the impact of the hauling operation on local residents.

1.03 Barricades and Warning Signs

- A. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public as described herein and in Sections 00700, 01400, and 02700.

1.04 Protecting and Restoring Property

- A. The Contractor shall preserve property and improvements along the lines of and adjacent to the work unless their removal or destruction is called for by the plans. The Contractor shall use suitable precautions to prevent damage to such property.
- B. When the Contractor finds it necessary to enter on private property, he shall secure from the owner or lessee a written permit for such entry prior to moving thereon. An executed copy of this permit shall be furnished to Fairfax Water's Authorized Representative.
- C. The Contractor shall be responsible for damage or injury to property during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the method of executing the work or attributable to defective work or materials. This responsibility shall not be released until final acceptance of the project.
- D. When direct or indirect damage is done to property by or on account of any act, omission, neglect, or misconduct in the method of executing the work or in consequence of the nonexecution thereof on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding, or restoring, as may be directed by Fairfax Water's Authorized Representative, or making settlement with the property owner. The Contractor shall secure from the property owner a release from any claim against the Owner without additional compensation therefor. A copy of this release shall be furnished Fairfax Water's Authorized Representative.

1.05 Environmental Stipulations

- A. No separate payment will be made for the work or precautions described herein except where provided for as a specific item in the Contract or except where provisions have been made for such payment in these specifications.
- B. Pollution:
 - 1. Water: The Contractor shall exercise every reasonable precaution throughout the duration of the project to prevent pollution of rivers, streams, and impoundments.

1.06 Disposal of Materials

- A. In the performance of the work of this Contract, unsuitable materials, surplus materials or other construction debris, not designated by Fairfax Water for replacement within the project limits, shall be deposited on a site located outside the project limits in compliance with this Contract, and Federal, State and local laws and regulations. The Contractor shall obtain the necessary rights to the disposal site or sites utilized.
- B. The Contractor shall furnish Fairfax Water a statement signed by such disposal site owner in which the property owner agrees to the use of the property for the deposit of material from the project. Upon completion of the use of the property as a disposal area, the Contractor shall also furnish Fairfax Water a release signed by the property owner indicating that the property is in satisfactory condition.
- C. Design, use, maintenance and restoration of the disposal site, along with the transportation of any materials, shall be in accordance with the terms of this Contract, any Contractor's agreement with the owner of the disposal site, Federal, State and local laws and regulations. Additionally, the Contractor shall obtain all Federal, State and local approvals and permits before beginning any disposal operations. The approvals and permits shall be available for review by Fairfax Water upon request. Whenever practicable, the Contractor should utilize disposal areas which are already approved and permitted for the disposal of unsuitable and/or surplus material.
- D. Failure to comply with this provision will constitute a material breach of this Contract which will entitle Fairfax Water to any and all remedies available pursuant to this Contract and under the law including, but not limited to, actual damages, penalties, fines, removal, restoration, attorney fees, and legal expenses.

END OF SECTION 01700

SECTION 02700
PAVING AND SURFACING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- 1.02 Restoration of Paved and Unpaved Surfaces
- 1.03 Unit Prices
- 1.04 References
- 1.05 Definitions
- 1.06 Submittals
- 1.07 Regulatory Requirements
- 1.08 Warranty

PART 2 - PRODUCTS

- 2.01 Materials
- 2.02 Equipment
- 2.03 Mixes

PART 3 - EXECUTION

- 3.01 Preparation
- 3.02 Installation
- 3.03 Schedule

1.02 RESTORATION OF PAVED AND UNPAVED SURFACES

- A. Includes restoration of pavement structure including surface, base, and subbase courses where applicable. This restoration shall include the following:
 - 1. Roads: Includes travel lanes and shoulders
 - a. VDOT Roads
 - b. Private Roads
 - B. Driveways and Parking Areas
 - C. Curb and Gutter
 - D. Sidewalks, Trails
 - E. Paved Ditches
 - F. Pavement Markings

1.03 UNIT PRICES

- A. Refer to Section 01200 - Measurement and Payment

1.04 REFERENCES

A. Road and Bridge Specifications. Virginia Department of Transportation, current addition.

1.05 DEFINITIONS

- A. Milling: Preparing rigid or flexible pavement for repair or overlay by removal of existing pavement to a depth of 1 inch.
- B. Pavement Overlay: An asphalt concrete surface course up to 2 inches in thickness applied over an existing, prepared, paved surface to restore the surface.

1.06 SUBMITTALS

- A. Mix Design Data for Asphalt Concrete
- B. Sieve Analysis for Aggregate Materials

1.07 REGULATORY REQUIREMENTS

- A. VDOT: Fulfill all provisions of the VDOT permit and applicable sections of the Road and Bridge Specifications or as otherwise directed by Fairfax Water.

1.08 WARRANTY

- A. Pavement Settlement: Shall be covered in accordance with VDOT Road and Bridge Specifications.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Aggregates: Aggregates include the granular materials used in the base and subbase courses of the pavement structure and the top course on gravel surfaces.
 - 1. Crusher Run: Crusher run shall conform to the requirements of the VDOT Road and Bridge Specifications.
 - a. Crusher Run shall be size number 25.
 - 2. Aggregate Base: Aggregate Base shall conform to the requirements of the VDOT Road and Bridge Specifications.
 - a. Aggregate base shall be Type I, Size 21A.
- B. Pavement Marking:
 - 1. Provide reflective, thermoplastic pavement marking materials conforming to the VDOT Road and Bridge Specifications.
 - 2. Install pavement line marking in accordance with the requirements of the VDOT Road and Bridge Specifications.

2.02 EQUIPMENT

- A. Roller: The roller shall be a self-powered, self-propelled unit with a manufacturer's rating of 7 to 10 tons.

2.03 MIXES

- A. Asphalt Concrete: Asphalt concrete shall conform to the requirements of the type designated in accordance with the VDOT Road and Bridge Specifications.
 - 1. Surface course: Type SM-9.5A - Plant Mix.
 - 2. Base course and temporary surface course: Type BM-25.0.
- B. Portland Cement Concrete: In accordance with VDOT Road and Bridge Specifications.
- C. Asphalt Tack Coat: Asphalt tack coats shall conform to the requirements of the VDOT Road and Bridge Specifications.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Removal of Temporary Pavement: Remove and dispose of temporary pavement materials in an approved manner, prior to installation of permanent pavement.
- B. Weather Conditions: The Contractor shall place asphalt concrete mixtures when weather or surface conditions are such that the material can be properly handled, finished or compacted.

3.02 INSTALLATION

- A. Permanent Pavement: Permanent restoration of pavement shall be with the same type of material as that removed or damaged during construction.
 - 1. Patches: Patches shall be a minimum of 1 foot wide and shall conform to the grade of the existing pavement with the top layer being a minimum 2-inch surface course.
 - a. On VDOT roads, provide a patch which is in accordance with the guidelines on the permit, or as otherwise directed by Fairfax Water.
 - b. On private roads, sidewalks and trails, provide a patch which consists of layers of material which are equal in thickness to those of the existing pavement or a minimum of 4-inches in thickness.
 - c. Replacement Curb and curb gutter shall match that which was removed in style and dimensions.
 - 1) Portland Cement Concrete curb and curb and gutter shall be completely replaced between expansion joints.
 - 2) Asphalt Concrete curb shall be saw cut at the interface between new and existing.
 - d. Maintain grades, alignment and configuration of paved ditches.
 - 2. Asphalt Concrete:
 - a. The surface course shall consist of a minimum 2-inch thick layer.

- b. Subbase courses for roads shall consist of a minimum 10-inch course of well compacted, stabilized aggregate base materials as defined in this specification Section.
- c. Provide an asphalt tack coat between each layer of the pavement structure.
- d. Roll the patch with a self-powered, self-propelled unit as described in this specification Section.

B. Aggregate Surfaces:

- 1. Aggregate surfaced roads, road shoulders, driveways and trails: Provide a 10-inch well compacted stabilized layer of crusher run material over the entire width of the trench excavation.
 - a. Cap the original width of the aggregate surfaces with a 1-inch layer of crusher run material.

C. Signal Light Loop Detector Repair:

- 1. If during the installation of the permanent pavement an existing signal light loop detector is damaged the Contractor must repair it in accordance with VDOT standards.
 - a. If the damage is unavoidable during the permanent pavement installation the Contractor shall submit a cost proposal to Fairfax Water and receive approval prior to making the repairs.

3.03 SCHEDULE

- A. Time of Completion of Restoration: Permanent restoration of street surfaces shall be made in within 30 days of written notification of the work, except as required in Section 01100 Paragraph 1.08.

END OF SECTION 02700