



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

Agreement

Contract Title: Hauling and Removal of Excavated Debris Services

This Contract 2024-097 is made and entered into this 27th day of February 2025, 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 Excavating Unlimited, LLC. ("Contractor"), whose address is: 7432 Alban Station Blvd, Ste. B250, Springfield, VA 22150.

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 to dispose of debris excavated from public right-of-way and private easements by FW maintenance crews throughout Fairfax County ("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. 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 the Contract shall commence on the date the Contract is fully executed by FW and expiring on the last day of the 12th month following execution of the Contract by FW (Initial Contract Term), unless otherwise stated as provided in the Contract Documents.
- 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. If funding is not available to complete orders during the Initial Contract Term and the four Renewal Contract Terms, FW reserves the right to renew the Contract until all orders have been received.

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 Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria (unadjusted for seasonal changes) for the 12-month period ending 90 calendar days prior to the end of the then current contract year. The CPI-U for Washington-Arlington-Alexandria (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:

Excavating Unlimited, LLC.
Frank Bonilla
7432 Alban Station Blvd, Ste. B250
Springfield, Virginia 22150

To FW:

Elizabeth B. Dooley, CPPO, CPPB
Procurement Manager
8570 Executive Park Ave
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

Excavating Unlimited, LLC.
7432 Alban Station Blvd, Ste. B250
Springfield, Virginia 22150


Procurement Contact:

Daniel W. Gardner
Phone: 703-289-6247
Email: dgardner2@fairfaxwater.org

By: 
Name: Jamie Bain Hedges, P.E.
Title: General Manager
Date: 2/27/2025

Contractor Contact:

Frank Bonilla
Phone: 703-644-2789
Email: carlos@haulingunlimited.com

By: 
Name: Carlos (Frank) Bonilla
Title: President
Date: February 19, 2025

Attachments:

Attachment A	Specifications & Scope of Work
Attachment B	Pricing Schedule
Attachment C	Standard Terms and Conditions
Attachment D	Certificate(s) of Insurance

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Attachment A – Specifications & Scope of Work

Specifications and Scope of Work

1. General Requirements

- A. FW maintenance crews regularly repair broken water mains, provide maintenance services for fire hydrants, and install new water services. As a result of this work, maintenance crews excavate construction waste that includes, but is not limited to, wet soil, dry soil, broken up concrete, broken up asphalt, and broken pipe made of cast iron, ductile iron, reinforced concrete, plastic or composite concrete that requires disposal at a VADEQ CDD permitted landfill.
- B. The Contractor shall haul and dump the specified debris from the FW maintenance facilities listed below. The Contractor shall pick up the material from these locations and transport to a VADEQ CDD permitted disposal facility.
 - a. Newington Maintenance Facility
8001 Cinder Bed Road
Lorton, Virginia 22079
 - b. Chantilly Maintenance Facility
4400 Henninger Court
Chantilly, Virginia 29151
 - c. Murray Maintenance Facility
2930 Industry Lane
Fairfax, Virginia, 22031
- C. The Contractor’s disposal facility shall be licensed and permitted by all applicable federal, state and local regulators to accept the materials specified above.
- D. The Contractor shall maintain rules and regulations as applicable for certain waste management facilities.
- E. The Contractor’s facilities shall be open for all weather access and accept deliveries Monday through Friday, throughout the year, excluding Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year’s Day.
- F. The Contractor shall not incur any Notice of Violation (NOV).

2. Scope of Work

- A. Normal Operations Day: FW requires daily access (Monday thru Friday) to a CDD permitted landfill disposal site for disposal of an estimated quantity of 18,000 tons of excavated material annually. Bidders shall be able to provide disposal site access and hauling services on a per truck delivery basis. The approximate percentage of the estimated total to be hauled per month is:

January	13%
February	16%
March	13%

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Attachment A – Specifications & Scope of Work

April	6%
May	5%
June	5%
July	5%
August	6%
September	5%
October	5%
November	8%
December	13%

- B. Contractor shall provide sufficient equipment to ensure proper disposal of material. The minimum size dump truck shall be 60,000 Gross Vehicle Weight Rating (GVWR), with a minimum capacity of 10 Cubic Yards of debris. In addition, the Contractor must be able to haul up to 8 loads from one location in one Normal Operations Day.
- C. FW will load all material into the dump trucks.
- D. FW will not assume or accept any liability for overloaded vehicles operated by the Contractor. The Contractor shall ensure that the vehicles used to haul materials are built and utilized in a manner that eliminates loss of materials during transport. All tandem trucks shall have water-tight beds, and safety locking devices to prevent leakage of silt and waste on open highways.
- E. All traffic violations received by the Contractor shall be the responsibility of the Contractor. All damages to any and all property and equipment, caused by the Contractor, shall be the responsibility of the Contractor. Violation may result in breach of the Contract.
- F. All Work shall be coordinated and scheduled with each maintenance facility supervisor in advance. Typical hours of operation and allowed debris pickup are Monday-Friday 7:00 AM – 2:00 PM Local Prevailing Time.

3. Driver and Vehicle Requirements

- A. Any driver hauling material from a FW site on behalf of the Contractor shall possess all the qualifications and licenses required by the Department of Transportation, the Virginia Division of Motor Vehicles, and any other agency or governing body with jurisdiction over transportation services. The Contractor shall not permit an unqualified or disqualified driver to perform hauling services from a FW site at any time during the term of the Contract. At the request of FW, the Contractor shall provide at its own expense copies of all permits or applicable evidence of qualification and registration of any driver performing hauling services from a FW facility on their behalf.
- B. The Contractor shall require all drivers hauling material from a FW facility on behalf of the Contractor to participate in established programs that comply with all federal and state laws and regulations regarding the use of controlled substances and the use of alcohol by Contractor drivers
- C. While on a FW site, Contractor drivers shall remain in the designated pick-up area. Contractor drivers may perform normal and necessary safety inspections and operations checks of Contractor vehicles but at no time shall drivers perform maintenance or repairs to Contractor vehicles without the express approval of the FW Project Officer or his designated representative.

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Attachment A – Specifications & Scope of Work

- D. All vehicles used for hauling material from a FW site on behalf of the Contractor shall have a current inspection sticker properly placed and visible, shall be well maintained and free from known defects, and shall be equipped with back up alarms, tarps, engine muffler and any other equipment as may be required by federal, state, and local law and regulations, including but not limited to Virginia Code § 46.2-1156.
- E. If the driver experiences an accident or spill while on a FW site, the driver shall notify the FW Project Officer as soon as practical after the accident or spill, but in all instances prior to leaving the FW site.

4. Estimated Quantities

The quantities specified herein are estimates based upon current operations and projected demand for the next Contract year and shall not be construed to represent an amount which FW shall be obligated to purchase. The current operations utilize a truck with a dump body having the dimension of 14' long x 7' wide x 3' high on the sides. The exact amounts ordered may be more or less subject to FW's actual needs. Contractor acknowledges and agrees that FW will only be responsible for the amounts actually purchased.

END ATTACHMENT A

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Attachment B - Pricing Schedule				
Contract Item	Description	Unit of Issue	Unit Price	
1	Hauling and disposal cost of wet mud from 8001 Cinder Bed Rd, Lorton, VA to disposal facility	Per Trip	\$	694.72
2	Hauling and disposal cost of wet mud from 4400 Henninger Ct., Chantilly, VA to disposal facility	Per Trip	\$	810.50
3	Hauling and disposal cost of wet mud from 2930 Industry Lane, Fairfax, VA to disposal facility	Per Trip	\$	810.50
4	Hauling and disposal cost of broken up asphalt and concrete from 8001 Cinder Bed Rd., Lorton VA to disposal facility	Per Trip	\$	636.82
5	Hauling and disposal cost of broken up asphalt and concrete from 4400 Henninger Ct., Chantilly, VA to disposal facility	Per Trip	\$	752.61
6	Hauling and disposal cost of broken up asphalt and concrete from 2930 Industry Lane, Fairfax, VA to disposal facility	Per Trip	\$	752.61

END OF ATTACHMENT B

Contract 2024-097
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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Attachment C - Standard Terms and Conditions

- 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.

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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 For Construction Contracts:	\$ 500,000
◆ 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

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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

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing “your work” under a written contract or agreement, that requires such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such contract or agreement that is caused, in whole or in part by:

- 1) Your acts or omissions; or
- 2) The acts or omissions of those acting on your behalf;

in the performance of “your work” for the additional insured.

Coverage for an additional insured under this endorsement ends when “your work” for that additional insured ends or is put to its intended use by any person or organization.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- 1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s) or agreement(s) has ended; or
- 2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s) or agreement(s) has been put to its intended use by any person or organization;

whichever occurs first.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract within states covered under this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2024

Policy No. WC PI 1048856-000

Endorsement No.

Insured EXCAVATING UNLIMITED LLC

Premium 7905

Insurance Company The Pie Insurance Company

Countersigned by _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howard W. Phillips & Company 80 M Street, SE Suite 350 Washington DC 20003	CONTACT NAME: Sarah Ahmed	
	PHONE (A/C, No, Ext): 202-351-0256	FAX (A/C, No): 202-331-8452
E-MAIL ADDRESS: certificates@hwphillips.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Erie Insurance Exchange		26271
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1760087448 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Q02-1540198	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract. Please refer to the policy forms for additional insured, primary & non-contributory, and waiver of subrogation provisions that may apply.
 Fairfax Water, and its officers, elected and appointed officials, employees, and agents shall be included as an additional insureds as required by written contract.

CERTIFICATE HOLDER Fairfax Water 8570 Executive Park Ave Fairfax VA 22031	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT (VIRGINIA)

This enhancement endorsement modifies coverage provided in your Virginia Commercial Auto Policy (VACAP; Ed. 9/10) by amending language provided in forms CA0001 (Business Auto Coverage Form; Ed. 3/10), CA0116 (Virginia Changes – Business Auto Coverage Form; Ed. 10/15), and ADVA01 (Xtra Features Policy Change Endorsement; Ed. 3/16). It provides coverage enhancements to the following portions of your Commercial Auto Policy:

SECTION I – COVERED AUTOS

SECTION I – COVERED AUTOS is amended by the addition of the following Paragraph:

E. Hired Autos

Coverage for hired “autos” is provided for up to 45 days anywhere in the world, but coverage only applies to hired “autos” when the “auto” is hired, leased, rented or borrowed for use in your business without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

Physical Damage coverage up to \$100,000 actual cash value is provided on an excess basis for “autos” you hire, lease, rent or borrow if there is a covered “auto” we insure on the policy with physical damage coverage. A \$500 deductible applies per “loss”.

The following subparts are added to this section:

SECTION II – LIABILITY COVERAGE

Paragraph A.1. Who Is An Insured is amended with the addition of the following Paragraphs:

- d. any employee of yours while using an “auto” you do not own, borrow or hire in your business or personal affairs.
- e. any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180th day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization.

No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture or limited liability company that is shown as a Named “Insured” in the Declarations.

- f. any person or organization with whom you agreed in a written contract, written agreement, or written permit to add as an additional “insured” on your policy is an additional “insured”. Such person or organization is an additional “insured” only with respect to your ownership, maintenance or use of an “auto” we insure. This coverage is primary and noncontributory with respect to the additional “insured”.

SECTION III – PHYSICAL DAMAGE COVERAGE

Paragraph A.4. Coverage Extensions is amended by the addition of the following:

h. Towing and Labor

We will pay reasonable towing and labor costs to any covered “auto” you own. Labor must be done at the sight of the disablement.

i. Replacement Cost Coverage

We will pay full replacement cost coverage for any covered “auto” or “trailer” you own that is involved in a total “loss” resulting from an “accident” or theft that occurs within 90 days of the purchase date. The covered “auto” or “trailer” must have been purchased new by you (never previously titled), owned by you, and scheduled on the policy Declarations.

j. Auto Loan/Lease Coverage

In the event of a total “loss” to a covered “auto” shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the Physical Damage Coverage section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the “loss”; and
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

The covered "auto" must have been leased or purchased new, and not previously titled to another person or corporation.

You are responsible for any deductibles that may apply.

k. Loss of Use Expenses – Income Protection

We will pay up to \$200 per day for loss of income resulting from a Comprehensive or Collision "loss" to a "covered auto" if the "loss" is caused by an interruption of business use of that "auto". The following provisions apply:

1. Coverage starts 48 hours after the date of the "loss" that causes the downtime. Downtime refers to the exact number of days the "covered auto" is down and cannot be used for business purposes;
2. Payment ends on the date the "auto" is returned to you in useable condition, or a replacement "auto" is made available to you. However, this coverage shall not exceed 30 days from the time payment begins;
3. You are required to make necessary replacement or repairs to resume operations as soon as possible;
4. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
5. Coverage does not apply if a similar replacement vehicle is available that you could use to continue or resume business operations.

The following additional coverages are provided:

MEDICAL EVACUATION BENEFITS

If an emergency evacuation is required because of injury to you that results from an "accident" to a covered "auto", and a physician determines that adequate medical care cannot be performed locally if such injuries are suffered outside of the United States, the following benefits and expenses will be provided:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if you are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;

4. special transportation costs to return you to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by you, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed \$50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

REPATRIATION BENEFIT

If you die from injuries suffered in a covered "accident", we will pay for expenses incurred for the preparation and transportation of your body back to the United States. The maximum benefit payable under this coverage shall not exceed \$25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on your Declarations:

ADDITIONAL TRANSPORTATION EXPENSES

4. Coverage Extensions

Paragraph a. Transportation Expenses is deleted in the policy and policy change endorsement ADVA01 and replaced by the following:

- a. We will pay for temporary transportation expenses incurred by you resulting from a covered "loss" under Comprehensive coverage, Fire, Theft and Windstorm coverage, Specified Causes of Loss coverage, and Collision coverage. We will pay these expenses until:
 - a. the covered "auto" is returned to you in reasonable condition; or
 - b. we offer settlement;

whichever comes first. The payment for transportation expenses resulting from a Comprehensive "loss", a Fire, Theft and Windstorm "loss", or a Specified Causes of Loss "loss" will not exceed \$65 per day nor total more than \$2,925 per "loss" unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision "loss" will not exceed \$65 per day nor total more than \$2,925 per "loss" unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

**SECTION IV – BUSINESS AUTO
CONDITIONS**

*Paragraph A.5. Transfer Of Rights Of Recovery Against
Others To Us is amended by the addition of the following:*

We waive any right of recovery we may have against a person or organization identified as an Additional Insured because of payments we make for injury or damage arising out of the ownership, maintenance or use of an "auto" under a contract with that Additional Insured.