



PURCHASE ORDER

County of Spotsylvania

Procurement Division

8800 Courthouse Road (P.O. Box 215)

Spotsylvania, VA 22553

Ph. 540/507-7586 Fax 540/582-6304

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES
NOT DISCRIMINATE AGAINST
FAITH-BASED ORGANIZATIONS

P.O. Number 19004

P.O. number must appear on all related correspondence, shipping papers, and invoices:

To: Tri-State Utilities Co.
2111 Smith Avenue
Chesapeake, VA 23320

Ship To: Spotsylvania County Utilities
600 Hudgins Road
Fredericksburg, VA 22408

Attn: Joseph McSweeney

Attn: Delma Armstrong

P.O. DATE		SHIP VIA	F.O.B. POINT	TERMS	
August 14, 2018			Destination	Net 30 Days	
QTY	UNIT	ITEM NUMBER AND DESCRIPTION		UNIT PRICE	TOTAL
Per Quote	Per Quote	Mobilization, Light & Heavy Cleaning, Install CIPP Liner and other services for Mall Pipe Rehabilitation as per Tri-State Utilities quotation dated July 10, 2018. Contract documents consist of: 1. Spotsylvania County Purchase Order #19004 dated August 14, 2018, and Spotsylvania County Purchase Order General Terms and Conditions dated January 19, 2018; 2. Tri-State Utilities Quote dated July 10, 2018; 3. University of Virginia and Tri-State Utilities Company, Inc. Agreement dated June 20, 2014; Amendment 001 Agreement Between The Rector & Visitors of the University of Virginia & Tri-State Utilities Company, Inc. dated June 21, 2017; 4. Tri-State Utilities response to University of Virginia Sanitary Sewer/Storm Water Piping Rehabilitation Services RFP Number FM021914 dated April 15, 2014 5. University of Virginia Request for Proposal Sanitary Sewer/Storm Water Piping Rehabilitation dated February 19, 2014.			\$364,713.60
TOTAL					\$364,713.60

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley – Spotsylvania County Procurement Department. Ph. 540/507-7586; Fax: 540/582-6304

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
County of Spotsylvania FREM
P O. Box 818
Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities

Requisitioner: Delma Armstrong

Mark B. Taylor
County Administrator

Asst County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code§ 2.2-4311.1;
 - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
 - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.

9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. 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 the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. 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 or CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



Cured-in-Place, CCTV Inspection, Grouting
Utility Rehabilitation Specialists™
2111 Smith Avenue, Chesapeake, VA 23320
Phone 757-366-9505 Fax 757-366-5150

07/10/2018

To : Delma Armstrong
Spotsylvania Department of Public Works

SWAM Certification # 681054

Per UVA Contract RFP Number FM021914 and Addendum #1.

Re. Emergency Mall Pipe Rehabilitation Location: Spotsylvania

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization Clean and TV Crew	1	LS	\$ 1,881.45	\$ 1,881.45
10	Light Clean and TV 8"	350	LF	\$ 2.70	\$ 945.00
11	Light Clean and TV 12"	333	LF	\$ 2.85	\$ 949.05
11	Light Clean and TV 15"	1780	LF	\$ 2.85	\$ 5,073.00
15	Heavy Clean 6" - 10" Sewers	350		\$ 1.00	\$ 350.00
16	Heavy Clean 12" - 15" Sewers	2113		\$ 1.27	\$ 2,683.51
4	Mobilization CIPP Crew	1	LS	\$ 1,220.40	\$ 1,220.40
6	Install 8" x 6 mm CIPP Liner	350	LF	\$ 31.53	\$ 11,035.50
7	Install 12" x 7.5 mm CIPP Liner	333	LF	\$ 43.73	\$ 14,562.09
8	Install 15" x 10.5 mm CIPP Liner	1780	LF	\$ 51.87	\$ 92,328.60
					\$ -
Non Pre Priced Change Order Items					\$ -
CO1	Additional Labor, Equipment, and Materials due to Depth of Liner, Night work, and Lateral Bypassing	1780		\$ 30.50	\$ 54,290.00
Non Pre Priced Change Order Major Items due to Subcontractor Support					
CO2	Bypass Set Up and Demobilization	1	LS	\$ 26,865.00	\$ 26,865.00
CO3	Bypass Weekly Rental	TBD	WK	\$ 15,960.00	TBD
CO4	Bypass Monthly Rental	1	MO	\$ 34,580.00	\$ 34,580.00
CO5	Bypass Equipment Service	2	EA	\$ 1,200.00	\$ 2,400.00
CO6	Bypass Pump Watch 24/7 w/ Fuel	5	DY	\$ 3,058.00	\$ 15,290.00
CO7	Install / Remove Street Crossings	4	EA	\$ 25,065.00	\$ 100,260.00
Item #14 includes Asphalt Removal and Replacement night work					
TOTAL				\$	364,713.60

- All laterals will be reinstated internally (if applicable). Excavation of laterals not included.
- TSU will not be held responsible for excavation or point repairs if necessary for whatever reason per this agreement.
- Ingress / Egress to be provided by Owner/Contractor for safe positioning of our equipment as far as permissions.
- Both manholes / ends of pipe will need to be accessible by our equipment before CCTV or CIPP can be performed
- Restoration or Installation of E&S, Landscaping, Hardscaping, that are needed or disturbed during normal ingress or egress of our equipment is not included.
- Traffic Control is included the design and the maintenance of such are not included.
- No environmental permits, row agreements, fees, Traffic Control permits, included with this proposal but must be provided by others
- Bypassing is included, assumes 3 million gallons per day peak, has pump redundancy.
- TSU will produce you a DVD with color video of each pipe section as produced by our PACP certified and trained operators. You will also receive written inspection reports for each pipe section.
- Dump site must be established for all materials being removed from the site and provided at no cost to TSU.
- The 8" pipe length is assumed and can be changed to suit field conditions.

This quote is valid for 60 days.

For Tri-State Utilities

Craig R. Welsh, Project Manager/Estimating

Date

7/10/18