CITY OF MANASSAS PARK
City Hall • 100 Park Central Plaza • Manassas Park, Virginia 20111-2395
(703) 335-8800 • Fax (703) 335-0053
www.manassasparkva.gov/

Mayor
Jeanette Rishell

Vice Mayor
Alanna Mensing

Councilmembers
Haseeb Javed
Laura Hampton
Darryl Moore
Yesy Amaya
Michael Carrera

City Clerk:
Lana A. Conner

City Manager:
Laszlo A. Palko

City Attorney:
Dean Crowhurst

MANASSAS PARK GOVERNING BODY
Agenda Tuesday, October 3, 2023, 7:00PM
City Hall Board Meeting Room

Item #		Page #
1	Approval of Agenda	01-01
2	Pledge of Allegiance/Moment of Silence	
3	Public Comment Time	
4	Public Hearings	
5	Presentation	
5a	Manassas Park 50th Anniversary Committee	
6	Information	
6a	Northern Virginia Community College Update	02-18
7	Consent Agenda	
7a	Bull Run ASAP Board Amber Stevens 3-year term	19-25
8	Unfinished Business: None	
9	New Business	
9a	CD: Culvert Repairs- Proshot Contract $470,562	26-55
10	Public Comment Time	
11	City Manager Report	
11a	FY23 Annual Report Parks & Recreation	
11b	FY23 Annual Report Community Development	
11c	Discussion on impact of federal shutdown	
12	Closed Meeting Paragraph of subsection §2.2-3711A of the Code of Virginia: No closed Meeting	
13	Return to Open Meeting & Certification	
14	Adjournment	

ADVANCING OPPORTUNITY IN OUR COMMUNITY

AGENDA ITEM 6A

Briefing to Manassas Park Governing Body
October 3, 2023

NOVA | Northern Virginia Community College

NOVA is the top supplier of talent in the region with over 70,000 students.

- **Loudoun** 17,956
- **Annandale** 15,926
- **Alexandria** 14,834
- **Manassas** 10,672
- **Woodbridge** 10,312
- **Medical Ed** 1,813

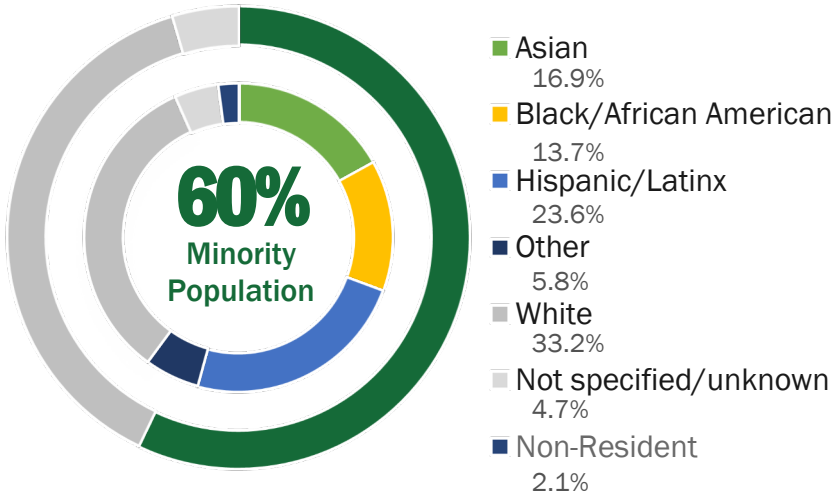


OUR STUDENTS

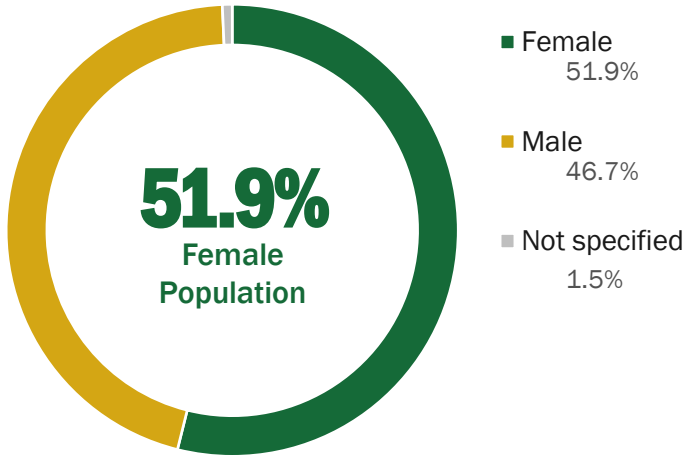
NOVA welcomes students of all ages from all backgrounds. We serve first-time in college, returning and transfer students; full-time and part-time students; students with military affiliation; and students from all over the world.

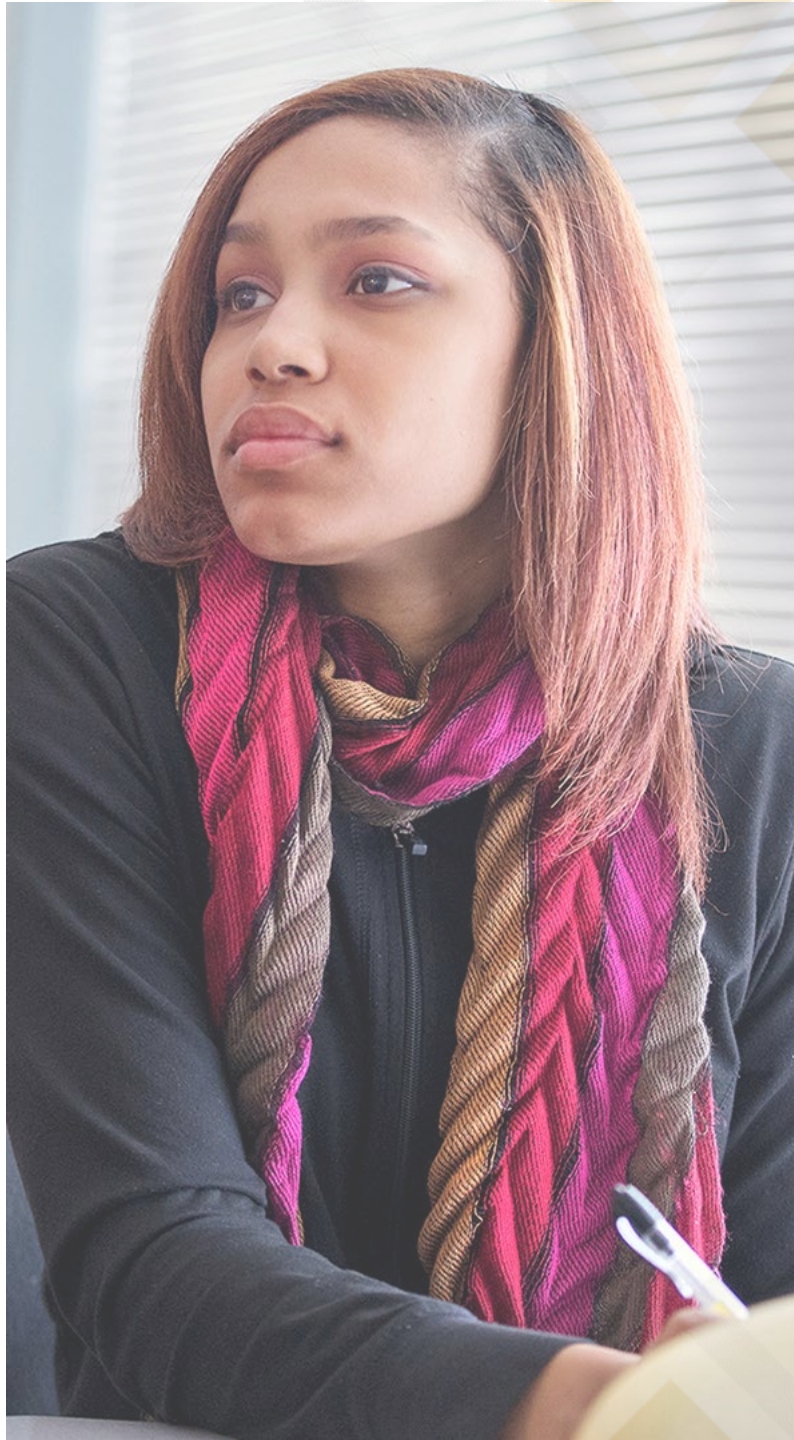
Our diverse students are the educated, well-rounded individuals that companies want to hire.

Race/ethnicity of students enrolled



Gender of students enrolled





Fall 2022 data

HS Dual Enrollment

- During the 2022-2023 school year, NOVA's HSDE program offered in partnership with Manassas Park City Schools resulted in an effective scholarship for City of Manassas Park families of over $77,000

Accelerating degrees and **reducing** the cost of college!

Manassas Campus

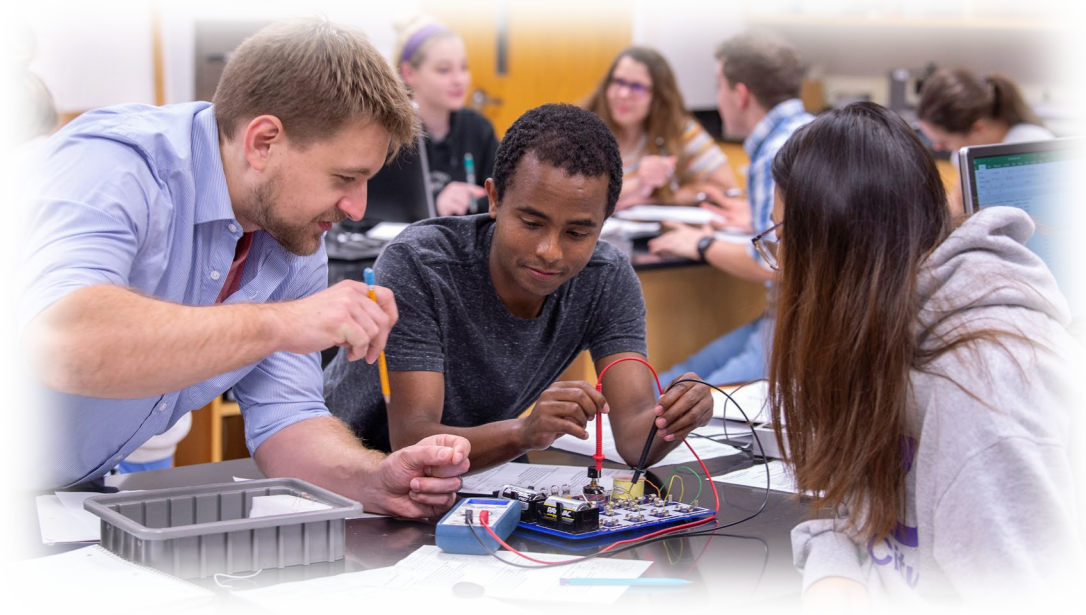
2022-2023 School Year

- 10,672 Unduplicated Students
- Average Age: 23.5; Median Age: 21
  53% are 18-21
- 47.7% are male; 50.9% are female
- 18% attend full-time
- 94.6% of students are in-state
- Diversity
  - 38% White
  - 25.2% Hispanic
  - 15.6% Asian
  - 10.4% African American
- 1,120 international students

21.2% of 2023 City of Manassas Park High School Grads Attended NOVA

Unique Manassas Degree Programs

- Engineering Technologies
- Biotechnology
- Automotive/Diesel/Welding
  NATEF accredited
- Early Childhood Education
  NAEYC accredited



NEW Manassas Trades Center

- $15M, 20,000 Sq Ft.

Programs

- ✓ Diesel/Power Generators and Engines (658k invested for program growth/development)
- ✓ Industrial/Facilities Maintenance
- ✓ Fiber Optic Cabling
- ✓ Hybrid/Electrical Vehicles



BEC BUSINESS ENGAGEMENT CENTER



NOVA's Business Engagement Center—the first of its kind at a community college in the U.S.—is a **one-stop shop for all industry partnerships and collaborations.**

Through our **Guaranteed Interviews program,** employers get the first chance to hire our in-demand, highly-valued career pathway grads.

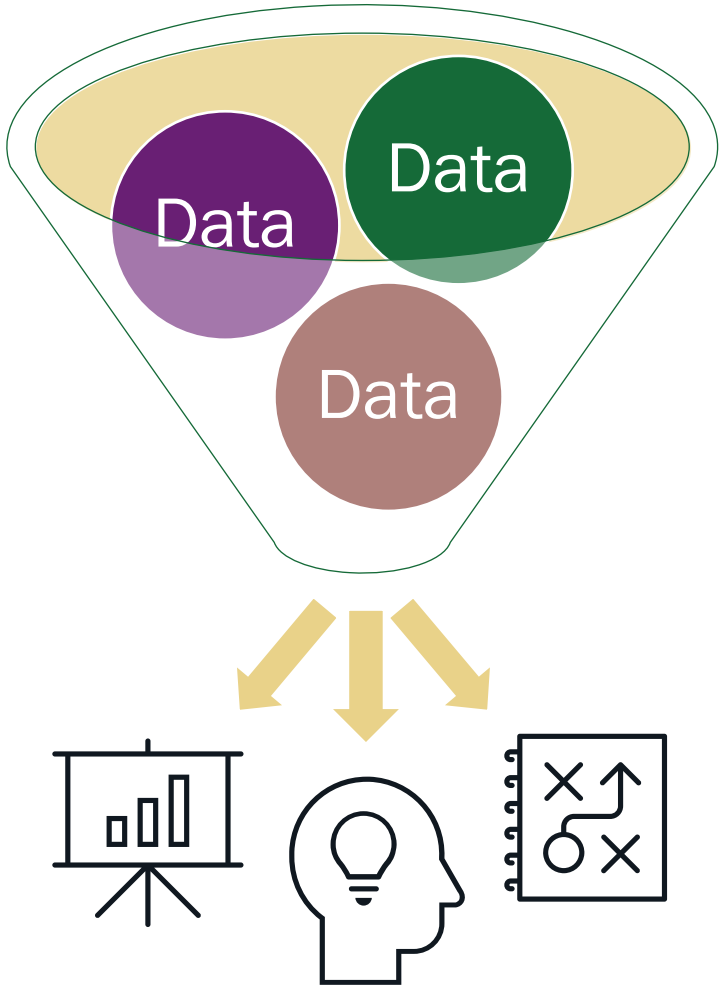
Register for a free employer account in Career Connection to post jobs and internships, join recruiting events and promote your own hiring events.

LABOR MARKET INTELLIGENCE AT NOVA

WHAT WE DO

Compile, analyze, and communicate economic, workforce, and demographic data to inform:

- Program offerings and curriculum alignment
- Career navigation & advising
- Business engagement
    - Advisory board committees
- Marketing and communications
- Grants and advocacy
- Community partnerships
- Regional analysis & research





2022 NORTHERN VIRGINIA
WORKFORCE INDEX

NORTHERN VIRGINIA CHAMBER OF COMMERCE

NOVA | Northern Virginia Community College

NORTHERN VIRGINIA CHAMBER FOUNDATION

CAREER LADDER

INFORMATION TECHNOLOGY

Certificate or Diploma (1–2 yrs.)
Diploma, Certificate, License, or Apprenticeship Programs

Associate Degree (2 yrs.)

Bachelor's Degree (4 yrs.)

PROGRAMMING & SOFTWARE DEVELOPMENT

Computer Support Specialists

$19.09/hr.
6,166 Postings

Web Developers, User Interface (UI) and User Experience (UX) Designers

$74,600 – $90,200/yr.
5,016 Postings

Software Developers and Engineers, Software Testers and Quality Assurance Analysts, IT Project Managers

$98,700 – $128,900/yr.
51,011 Postings

NETWORKING & CYBER SECURITY

Computer Support Specialists

$19.09/hr.
6,166 Postings

Network/Systems Support Specialists

$80,500/yr.
753 Postings

Information Security Analysts, Systems Analysts, Network and Systems Administrators

$98,700 – $131,200/yr.
44,014 Postings

DATA & DATA WAREHOUSING

Computer Support Specialists

$19.09/hr.
6,166 Postings

Web Developers, Network/Systems Support Specialists

$80,500 – $90,200/yr.
5,768 Postings

Database Administrators, Data Analysts, Business Intelligence Developers

$96,500 – $153,300/yr.
17,028 Postings



Micron

aws

DATA CENTER COALITION

Microsoft

INOVA

ALARM.COM

NORTHROP GRUMMAN

VIRGINIA HOSPITAL CENTER
HEALTH SYSTEM

$54,114

MEDIAN SALARY OF APPLIED DEGREE GRADUATES (5 YEARS)

60.0%

OF APPLIED DEGREE GRADUATES HAD $0 IN DEBT AT GRADUATION [13]

NOVA at a Glance

- **Georgetown's CEW ranks NOVA #1** among VA community colleges and **#11** among all VA higher ed for advancing economic mobility for low-income students

- **Harvard Workforce Project** named NOVA one of five US community colleges doing workforce right





Graduation Rates
2022-2023

Race	% of Graduates	% of Students
African American/Black	16.12	14.4
American Indian/Alaska Native	0.24	0.25
Asian	18.93	17.55
Hispanic/Latinx	25.21	23.07
Native Hawaiian/Pacific Islander	0.21	0.24
Two or More Races	4.23	5.08
Unknown	1.0	0.37
White	30.69	34.6





We are one of the nation's leading community college producers of IT associate degrees and credentials.

NOVA TECH ENROLLMENTS



4,600

STUDENTS

In Cloud, Cybersecurity, Data Center Operations, Engineering Tech, IT (AS), IT (AAS)



WITH MORE THAN 100 PROGRAMS

(CREDIT AND WORKFORCE), WE OFFER OUR STUDENTS THE OPPORTUNITY TO CHOOSE A PATH THAT WORKS FOR THEM

ADVANCE

A NOVA | MASON PARTNERSHIP

University of Virginia · Virginia Tech · VCU · Old Dominion University · George Mason University



68.5%

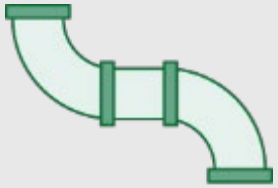
of NOVA transfers enroll at four-year schools in Virginia.



NOVA has more than

50

Guaranteed Admission Agreements with four-year colleges and universities.



Approximately

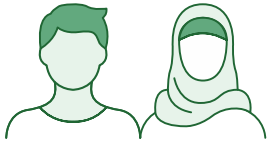
3,000

students transfer from NOVA to Mason each year, making the NOVA/Mason transfer pipeline the most robust in the Commonwealth.



More than

3,000 current students enrolled in ADVANCE



41%

of traditionally underrepresented students (Latinx, Black, and Native American)



Average cost savings of

$22,000

NOVA

Northern Virginia Community College

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: CITY CLERKS OFFICE CONSENT AGENDA ITEM 7A

MEETING DATE: October 3, 2023

SUBJECT/TOPIC: City Representative on Bull Run ASAP Board

Director of Bull Run ASAP is asking the Governing Body to appoint Sgt. Amber Stevens to this Board for a three-year term.

FINANCIAL IMPACT: None	Budgeted:	YES__ __ NO_____
	Amount Budgeted:	
	Amount Spent:	
	Amount Requested:	
	Budget Line Item:	

STAFF RECOMMENDATION: **Approve as presented pending final approval from Police Chief**

CITY MANAGER APPROVAL: **Required: _____ Not Required:_____**	_____ *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required: _____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:

BULL RUN

Prince William County

9110 Railroad Dr. Ste. 150B
Manassas Park, Virginia
20111
703-369-7979
FAX 703-369-5011

Alcohol Safety Action Program

Jaime Moran
DIRECTOR

Loudoun County

211 Gibson St, N.W. Ste. 207
Leesburg, Virginia 20176
703-771-4702
FAX 703-771-4713

09/26/23

City of Manassas Park
City Council

RE: Policy Board appointment requested for Bull Run ASAP Policy Board

Dear Council Members,
The Bull Run ASAP program is the state-certified agency in Prince William and Loudoun County which provides probationary services to persons who have been convicted of Driving Under the Influence of Alcohol/Drugs. The program is totally self-funded by the fees paid by the offenders referred from Court.

Each of the statewide 24 local ASAP programs are operated by an independent Policy Board, as authorized by Virginia Code Section 15.1-21. Bull Run ASAP's Policy Board is comprised of appointed representatives from the 11 jurisdictions in Prince William and Loudoun with law enforcement agencies.

On 3/15/88, the Board of Supervisors adopted a resolution to participate in the establishment of a Policy Board for Bull Run ASAP (copy attached).

The City of Manassas Park serves as a contracted fiscal agent for Bull Run ASAP, providing personnel services and benefits. All ASAP programs statewide are regulated and certified by the Commission on VASAP in Richmond. The ASAP program, including all Board members, is fully insured by the Virginia Municipal League. There is no liability to the City for a Board Member's participation.

Lt. JR Roberts was appointment in 09/2019, but is no longer available. Sgt. Amber Stevens has attended several of the meetings and indicated she would be interested in serving as the City of Manassas Park representative on the ASAP Board. The Board meets quarterly, and is interested in continuing to have current law enforcement personnel on the Board due to the nature of our business, providing probation services to persons convicted of DWI and other charges.

I am requesting that the City of Manassas Park City Council appoint Sgt. Amber Stevens to the ASAP Policy Board. The resolution does not need addressing as it remains sound. Please contact me if you have any questions. Thank you for your cooperation on this matter.

Sincerely,

Jaime Moran

Jaime Moran (jmoran@brasap.org)
Director

A RESOLUTION ENDORSING THE ESTABLISHMENT OF AN INDEPENDENT POLICY BOARD FOR THE BULL RUN ALCOHOL SAFETY ACTION PROGRAM

WHEREAS, the Commonwealth of Virginia in the interest of highway safety has provided by law programs for probation, education, and rehabilitation of persons charged with driving motor vehicles under the influence of alcoholic beverages and other self-administered drugs, such programs being collectively known as Virginia Alcohol Safety Action Program or VASAP; and

WHEREAS, since 1979, one of those programs known as Bull Run ASAP has been serving the County of Prince William and the Towns or Cities of Manassas, Manassas Park, Dumfries, Quantico, Haymarket, and Occoquan; and since 1982 has been serving the County of Loudoun and the Towns of Leesburg, Purcellville, and Middleburg, providing probation, education, and rehabilitation of persons charged in violation of Virginia Code Secion 18.2-266; and

WHEREAS, Section 18.2-271.2, Code of Virginia, establishes a Commission on VASAP, said Commission to establish procedures for the operation of local VASAP programs, and on April 3, 1987, said Commission issued directives that all local VASAP programs would establish and implement an independent Policy Board, representative of localities served, to operate the program.

NOW, THEREFORE, BE IT RESOLVED that the City of Manassas Park hereby becomes a participating locality in the Bull Run Alcohol Safety Action Program, pursuant to Virginia Code Sections 15.1-21 and 18.2-271.1, endorsing the establishment of an independent Policy Board, and agreeing to the following:

1. The Board may consist of up to fifteen (15) members. One person appointed by the governing body of each participating jurisdiction for a term of at least two (2) years;

2) Other members of the Board shall be selected by majority vote of appointed members to serve terms of one (1) year each and shall include persons representing education, police, courts and citizens;

3) The Program shall be operated by the Board in compliance with the VASAP Commission Policies and Procedures and in conjunction with requirements of the local administrative and fiscal agency.

4) Each fiscal year, the Program Director shall prepare and submit for approval to the Board, and local fiscal agent, a budget to include client fees and any other available funds as deemed appropriate by the Board, but will include no cost to the participating jurisdictions. The VASAP Commission shall be responsible for funding any deficit occurring in the operation of the Bull Run ASAP Program.

5) This agreement shall remain in effect continuously from year to year until termination. Participating cities or counties may withdraw at any time by official action of the governing body and after ninety (90) days written notice to the Board. If a locality withdraws, its representatives shall no longer serve on the Board.

6) Title of property acquired by the Board shall be vested with the Board so long as two or more local jurisdictions continue to participate in its operation. In the event that all local units of government withdraw and the Commission on VASAP withdraws it endorsement, the property owned by the Board shall be disposed of in accordance with the then applicable provisions of the Code of Virginia, and upon, if necessary, the advice of the Attorney General's office and/or Circuit Court.

Adopted this 15th day of March, 1988, by the

Manassas Park City Council

Teste:

Lana A. Conner

Clerk

BULL RUN

Prince William County
9110 Railroad Dr. Ste. 150B
Manassas Park, Virginia
20111
703-369-7979
FAX 703-369-5011

Alcohol Safety Action Program

Jaime Moran
DIRECTOR

Loudoun County
211 Gibson St, N.W. Ste. 207
Leesburg, Virginia 20176
703-771-4702
FAX 703-771-4713

09/26/23

City of Manassas Park
City Council

RE: Policy Board appointment requested for Bull Run ASAP Policy Board

Dear Council Members,
The Bull Run ASAP program is the state-certified agency in Prince William and Loudoun County which provides probationary services to persons who have been convicted of Driving Under the Influence of Alcohol/Drugs. The program is totally self-funded by the fees paid by the offenders referred from Court.

Each of the statewide 24 local ASAP programs are operated by an independent Policy Board, as authorized by Virginia Code Section 15.1-21. Bull Run ASAP's Policy Board is comprised of appointed representatives from the 11 jurisdictions in Prince William and Loudoun with law enforcement agencies.

On 3/15/88, the Board of Supervisors adopted a resolution to participate in the establishment of a Policy Board for Bull Run ASAP (copy attached).

The City of Manassas Park serves as a contracted fiscal agent for Bull Run ASAP, providing personnel services and benefits. All ASAP programs statewide are regulated and certified by the Commission on VASAP in Richmond. The ASAP program, including all Board members, is fully insured by the Virginia Municipal League. There is no liability to the City for a Board Member's participation.

Lt. JR Roberts was appointment in 09/2019, but is no longer available. Sgt. Amber Stevens has attended several of the meetings and indicated she would be interested in serving as the City of Manassas Park representative on the ASAP Board. The Board meets quarterly, and is interested in continuing to have current law enforcement personnel on the Board due to the nature of our business, providing probation services to persons convicted of DWI and other charges.

I am requesting that the City of Manassas Park City Council appoint Sgt. Amber Stevens to the ASAP Policy Board. The resolution does not need addressing as it remains sound. Please contact me if you have any questions. Thank you for your cooperation on this matter.

Sincerely,

Jaime Moran

Jaime Moran (jmoran@brasap.org)
Director

A RESOLUTION ENDORSING THE ESTABLISHMENT OF AN INDEPENDENT POLICY BOARD FOR THE BULL RUN ALCOHOL SAFETY ACTION PROGRAM

WHEREAS, the Commonwealth of Virginia in the interest of highway safety has provided by law programs for probation, education, and rehabilitation of persons charged with driving motor vehicles under the influence of alcoholic beverages and other self-administered drugs, such programs being collectively known as Virginia Alcohol Safety Action Program or VASAP; and

WHEREAS, since 1979, one of those programs known as Bull Run ASAP has been serving the County of Prince William and the Towns or Cities of Manassas, Manassas Park, Dumfries, Quantico, Haymarket, and Occoquan; and since 1982 has been serving the County of Loudoun and the Towns of Leesburg, Purcellville, and Middleburg, providing probation, education, and rehabilitation of persons charged in violation of Virginia Code Secion 18.2-266; and

WHEREAS, Section 18.2-271.2, Code of Virginia, establishes a Commission on VASAP, said Commission to establish procedures for the operation of local VASAP programs, and on April 3, 1987, said Commission issued directives that all local VASAP programs would establish and implement an independent Policy Board, representative of localities served, to operate the program.

NOW, THEREFORE, BE IT RESOLVED that the City of Manassas Park hereby becomes a participating locality in the Bull Run Alcohol Safety Action Program, pursuant to Virginia Code Sections 15.1-21 and 18.2-271.1, endorsing the establishment of an independent Policy Board, and agreeing to the following:

1. The Board may consist of up to fifteen (15) members. One person appointed by the governing body of each participating jurisdiction for a term of at least two (2) years;

2) Other members of the Board shall be selected by majority vote of appointed members to serve terms of one (1) year each and shall include persons representing education, police, courts and citizens;

3) The Program shall be operated by the Board in compliance with the VASAP Commission Policies and Procedures and in conjunction with requirements of the local administrative and fiscal agency.

4) Each fiscal year, the Program Director shall prepare and submit for approval to the Board, and local fiscal agent, a budget to include client fees and any other available funds as deemed appropriate by the Board, but will include no cost to the participating jurisdictions. The VASAP Commission shall be responsible for funding any deficit occurring in the operation of the Bull Run ASAP Program.

5) This agreement shall remain in effect continuously from year to year until termination. Participating cities or counties may withdraw at any time by official action of the governing body and after ninety (90) days written notice to the Board. If a locality withdraws, its representatives shall no longer serve on the Board.

6) Title of property acquired by the Board shall be vested with the Board so long as two or more local jurisdictions continue to participate in its operation. In the event that all local units of government withdraw and the Commission on VASAP withdraws it endorsement, the property owned by the Board shall be disposed of in accordance with the then applicable provisions of the Code of Virginia, and upon, if necessary, the advice of the Attorney General's office and/or Circuit Court.

Adopted this 15th day of March, 1988, by the

Manassas Park City Council

Teste:

Lana A. Conner

Clerk

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Community Development AGENDA ITEM 9A

MEETING DATE: October 3, 2023

SUBJECT/TOPIC: Contract for rehabilitation of the Manassas Drive culverts at Kent Street (PW culvert) and the Kirby Street culverts adjacent to the Moseby Ridge II development.

BACKGROUND: There are two remaining sets of corrugated metal culverts in Manassas Park that require rehabilitation or repair: one set conveys flow under Manassas Drive at Kent Street (adjacent to Public Works); and the other set of culverts is at Kirby Street adjacent to the Moseby II development.

Staff proposes rehabilitation of the Manassas Drive culverts, (which is effectively a comprehensive repair); and repair of the Kirby Street culverts (invert lining). The types of rehabilitation and repair are preferable to replacement because of the poor condition of the culverts and the shorter time frame to effect repairs. The rehabilitated culverts will be essentially the same in size and capacity as the existing culverts as will the culverts with the invert repairs. The void areas outside the culverts will be filled in as part of the rehabilitation process, and a cementitious lining sprayed onto the existing walls and reconstructed bottoms.

A proposed agreement with PROSHOT CONCRETE, INC. (PROSHOT), an Alabama corporation authorized to transact business in the Commonwealth of Virginia, is based on a current contract with Harford County, Maryland for its Storm Drain Gunite Repair Program and is submitted for consideration by the Governing Body. Harford County's contract with PROSHOT was the result of a competitive bid process and PROSHOT has agreed to extend this contract with the same terms, conditions, and pricing to the City of Manassas Park. If approved, the City will be riding the Harford County contract using the cooperative procurement provisions of Va. Code § 2.2-4304. (IFB No. 22-243, Contract No. 22-243).

The Manassas Drive culverts are two separate sizes: 8.5' rise x 13' span x 96' long and 6' rise x 8.5' span x 90' long corrugated plate metal arch pipes. Both Manassas Drive culverts have significant debris and stagnant water in them, and both are showing extreme corrosion, especially the larger one. This set of culverts requires a full rehabilitation. The total proposal for the Manassas Drive culverts is $357,462.

The Kirby Street culvert is a set of twin corrugated metal culverts, each approximately 135' long and helically shaped (7'7" x 10'11"). Only one (north cell) has constant flow in it and the other (south cell) has significant debris build-up. This culvert only requires a reinforced invert lining. The total proposal for the Kirby Street culvert is $113,100.

The total cost for rehabilitation and repair of these culverts is $470,562.

The City Manager requests funding these projects through the use of remaining ARPA Culvert Funds, budgeted NVTA Culvert Funds, and StormWater Repair, Replace, Upgrade and Maintenance (RRUM) Funds as follows:

Expenditures	
Manassas Dr. at PW	$ 357,462.00
Kirby Street	$ 113,100.00
Total	$ 470,562.00

Revenues	
ARPA	$ 192,000.00
NVTA	$ 180,000.00
SW RRUM	$ 98,562.00
Total	$ 470,562.00

In terms of ARPA, the City budgeted $3M to complete all of the Railroad Drive Culvert Repairs/Rehab. and the Emergency Manassas Drive at the Railroad track Repairs/Rehab. In the end the total costs of these projects was roughly $2,808,000.00 with $192K remaining unspent and available for Culvert Repairs.

In terms of NVTA funds, the FY 24 budget called for $180K for Culvert Repairs. Please note that by knocking out these projects the City will not spend the budgeted $180K in FY 25 for Culvert repairs it previously planned for using NVTA funds. Also, the City budgeted $2,500,000 in FY 23 for the Manassas Drive at Russia Branch culverts and that project came under budget by $1,648,148.70. Of this amount, half of the funding for this project was NVTA and the other half VDOT, thus the remaining NVTA funding for this project is $824,074.35 (a savings to the City's NVTA fund).

In terms of Stormwater RRUM, the City has $210,000 budgeted in FY 24 for Stormwater infrastructure projects.

FINANCIAL IMPACT: **Total: $470,562**	Budgeted:	YES__X___ NO_____
	Amount Budgeted:	$3,000,000.00 (ARPA Culvert Repairs) $180,000.00 (NVTA 2024 Manassas Drive at PW Culverts) $210,000.00 (Stormwater RRUM)
	Amount Spent:	$2,808,000.00 (ARPA Culvert Repairs) $0.00 (NVTA 2024 Manassas Drive at PW Culverts) $0.00 (Stormwater RRUM)
	Amount Requested:	$192,000.00 (ARPA Culvert Repairs) $180,000.00 (NVTA 2024 Manassas Drive at PW Culverts) $98,562.00 (Stormwater RRUM)
	Budget Line Items:	302-94100-1889-05-06-02 (ARPA Culvert Repairs) 302-94100-3174-74-00-00 (NVTA 2024 Manassas Drive at PW Culverts) 502-94100-0259-00-00-00 (Stormwater RRUM) Kirby Street

STAFF RECOMMENDATION: That the Governing Body approve and authorize the City Manager to sign an agreement with PROSHOT to rehabilitate the Manassas Drive culverts over a two year period and to repair the Kirby Street culvert in an amount not to exceed $470,562, as presented and subject to final City Attorney review.

CITY MANAGER APPROVAL: **Required:__X__ Not Required:_____**	Laszlo A. Palko *Laszlo A. Palko, City Manager*
CITY ATTORNEY APPROVAL: **Required:_____ Not Required:_____**	_____ *Dean H. Crowhurst*

ATTACHMENTS:
1) PROSHOT contract documents (uploaded separately)
2) Manassas Drive proposal;
3) Kirby Street proposal
4) Agreement with PROSHOT

PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941 4158 Musgrove Drive Florence, AL 35630 Fax: 256.764.5946

PROPOSAL

Mr. Allan Rowley, PE
City of Manassas Park
Dept of Public Works
331 Manassas Drive, Manassas Park, VA 20111

September 22, 2023

Subject: Culvert Repair – 335 Manassas Dr.
Manassas Park, VA

Mr. Rowley,

We are pleased to provide a proposal for the rehabilitation of the two culverts at the location referenced above. The pricing is based off our yearly maintenance contract with Harford County, MD; however, with some revisions due the thickness of the concrete required.

The 2 SSPP (Structural Steel Plate Pipe) culverts at this location differ in size and length. One is 8.5'x13' arch x 96' long and the other is 6'x8.5' arch x 90' long. Both pipes have significant debris and stagnant water in them and both are showing extreme corrosion, especially the larger one; therefore, I provided pricing for an invert lining and a full-circumference lining. I attached some photos for your review as well.

We would suggest a new wire (galvanized) reinforced, high-strength concrete lining. This new smoother concrete lining would prevent further rusting and structurally enhance the CMPs to provide another 50-yrs of service life. In addition, the smoother concrete invert would increase the hydraulics; minimizing future debris build-up. However, the build-up downstream, is going to prevent flow and cause debris build-up unless removed, which is not part of our proposal.

These pipes run under Manassas Dr. and are easily accessible and there is city property at each end of the pipes that can be used as a staging area. All work can be completed without impeding traffic, and minimal disturbance above ground; however, traffic signs and cones will be used and a sidewalk will be closed periodically.

Scope of Work

Provide a new wire reinforced, high-strength (5,000psi) shotcrete lining to both cells. Prior to installing the lining, the cells will have to be cleaned of debris and pressure-washed. The wire reinforcement will be secured to the CMP via self-tapping screws. The shotcrete thickness will be at least 2" over the tops of the corrugations.

Accepted_____, 20_____

_____

By_____

PROSHOT CONCRETE, INC.

By_____

Approved_____

PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941 4158 Musgrove Drive Florence, AL 35630 Fax: 256.764.5946

Our work includes:

- Mobilization
- Traffic Control
- Stream Diversion
- Debris Removal/Disposal
- Reinforcing – Galvanized Welded Wire Installation
- Shotcrete (5,000psi) – 2" over tops of corrugations
- Finish/Cure

Measure of Payment

The two parallel CMPs running under Manassas Dr. vary in size and length. One is 8.5'x13' arch x 96' long and the other is 6'x8.5' arch x 90' long. Below is pricing for both pipe for both an 'invert repair' and a 'full-circumference' repair. The repair consists of a 5" thick, wire-reinforced, high-strength (5,000psi) shotcrete lining. Our work includes:

8.5' x 13' arch x 96' long (**Invert Lining – 17' wide**)

• Mobilization (Lump Sum)	-	$1,500
• Stream Diversion (10 days x $1,000/day)	-	$10,000
• Debris Removal (Est 40CY @ $500/CY)	-	$20,000
• Pneumatically Applied Concrete (96lf x 17sf/lf x $28/sf)*	-	$45,696
• Pedestrian/Traffic Control (10 days x $400/day)	-	$4,000
TOTAL		**$81,196**

8.5' x 13' arch x 96' long (**Full-Circumference Lining**)

• Mobilization (Lump Sum)	-	$1,500
• Stream Diversion (15 days x $1,000/day)	-	$15,000
• Debris Removal (Est 40CY @ $500/CY)	-	$20,000
• Pneumatically Applied Concrete (96lf x 38sf/lf x $27/sf)*	-	$98,496
• Pedestrian/Traffic Control (15 days x $400/day)	-	$6,000
TOTAL		**$140,996**

*Note: The existing maintenance contract is for 3" thick of pneumatically placed concrete. For this structure, 5" thickness will be required to provide 2" of cover over the tops of the corrugations.

Accepted_____, 20_____ PROSHOT CONCRETE, INC.

_____ By_____

By_____ Approved_____

PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941 4158 Musgrove Drive Florence, AL 35630 Fax: 256.764.5946

6' x 8.5' arch x 90' long (**Invert Lining – 11' wide**)

• Mobilization (Lump Sum)	-	$1,500
• Stream Diversion (7 days x $1,000/day)	-	$7,000
• Debris Removal (Est 20CY @ $500/CY)	-	$10,000
• Pneumatically Applied Concrete (90lf x 11sf/lf x $28/sf)*	-	$27,720
• Pedestrian/Traffic Control (7 days x $400/day)	-	$2,800
TOTAL		**$49,020**

6' x 8.5' arch x 90' long (**Full-Circumference Lining**)

• Mobilization (Lump Sum)	-	$1,500
• Stream Diversion (10 days x $1,000/day)	-	$10,000
• Debris Removal (Est 20CY @ $500/CY)	-	$10,000
• Pneumatically Applied Concrete (90lf x 25sf/lf x $27/sf)*	-	$60,750
• Pedestrian/Traffic Control (10 days x $400/day)	-	$4,000
TOTAL		**$86,250**

Basis of Proposal

We have based our proposal on being provided access to the site and a reasonable amount of area for storing equipment and materials. We will provide all equipment, labor, materials, supervision and necessary insurance to complete the work as described. We anticipate 2-6 weeks, depending on repairs selected.

Shotcrete will be installed by a certified nozzle-man and the typical VDE/VDOT E&S controls will be adhered to.

We are readily available to conduct this work, and weather, except heavy precipitation, does not typically affect our work. We look forward to working with you and please call with any questions you may have. I can be easily reached via my mobile phone at 757-620-4840.

Albert F. Pugliese
Regional Manager

cc: Tony McDougle/Connie Dill/Donnie Barnes

Accepted_____, 20_____

_____

By_____

PROSHOT CONCRETE, INC.

By_____

Approved_____

PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941 4158 Musgrove Drive Florence, AL 35630 Fax: 256.764.5946

PROPOSAL

Mr. Allan Rowley, PE
City of Manassas Park
Dept of Public Works
331 Manassas Drive, Manassas Park, VA 20111

September 18, 2023

Subject: Culvert Repair – Kirby St.
Manassas Park, VA

Mr. Rowley,

After inspecting the site and reviewing the engineering inspection report, we are confident that our 'method of repair' will provide a structural, long-term solution to the CMPs referenced above. This method of repair is proven to provide another 50-years of service.

The pricing is based off our yearly maintenance contract with Harford County, MD, which has been previously provided.

The 2 CMP culverts are each approximately 135' long and helically shaped (7'7" x 10'11"). Only one (north cell) has constant flow in it and the other (south cell) has significant debris build-up – the downstream streambed is higher than the CMP invert which is causing build-up. The south cell does have an incoming lateral, which the CMP has rusted around it; this can be addressed similarly to the invert repair. A photo of the incoming lateral is provided.

We would suggest a new wire (galvanized) reinforced, 14' wide high-strength concrete invert with sloped edges to prevent any standing water. This new smoother concrete lining would prevent further rusting and structurally enhance the CMPs to provide another 50-yrs of service life. In addition, the smoother concrete invert would increase the hydraulics; minimizing future debris build-up.

This rehabilitation is used throughout the country and we have several maintenance contracts with various municipalities, counties, and DOT's doing this type of work.

These pipes run under Kirby St. and are easily accessible and all work can be completed without impeding traffic, and minimal disturbance above ground; however, traffic signs and cones will be used.

Accepted_____, 20_____

_____

By_____

PROSHOT CONCRETE, INC.

By_____

Approved_____

PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941 4158 Musgrove Drive Florence, AL 35630 Fax: 256.764.5946

Scope of Work

Provide a new wire reinforced, high-strength (5,000psi) shotcrete lining to the inverts of both cells. Prior to installing the lining, the cells will have to be cleaned of debris and pressure-washed. The wire reinforcement will be secured to the CMP via self-tapping screws. The shotcrete thickness will be at least 2" over the tops of the corrugations.

Our work includes:

- Mobilization
- Traffic Control
- Stream Diversion
- Debris Removal/Disposal
- Reinforcing – Galvanized Welded Wire Installation
- Shotcrete (5,000psi) – 2" over tops of corrugations
- Finish/Cure

Measure of Payment

The two parallel CMPs running under Kirby St. are both 135' long and 7'7"x10'11". A reinforced shotcrete invert lining (14' wide) is recommended. Our work includes:

• Mobilization (Lump Sum)	-	$1,500	
• Stream Diversion (12 days x $1,000/day)	-	$12,000	
• Debris Removal (Est 40CY @ $500/CY)	-	$20,000	
• Pneumatically Applied Concrete 2(135lf x 14sf/lf x $20/sf)	-	$75,600	
• Pedestrian/Traffic Control (10 days x $400/day)	-	$4,000	-
• Seal around lateral	-	N/C	
TOTAL		**$113,100**	

Note: Pricing based on contract 'unit prices' listed in existing maintenance contract with Harford County. MD.

Basis of Proposal

We have based our proposal on being provided access to the site and a reasonable amount of area for storing equipment and materials. We will provide all equipment, labor, materials, supervision and necessary insurance to complete the work as described. We anticipate 3-4 weeks (maximum) to complete all work.

Accepted_____, 20_____ PROSHOT CONCRETE, INC.

_____ By_____

By_____ Approved_____

PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941 4158 Musgrove Drive Fax: 256.764.5946
Florence, AL 35630

Shotcrete will be installed by a certified nozzle-man and the typical VDE/VDOT E&S controls will be adhered to.

We are readily available to conduct this work, and weather, except heavy precipitation, does not typically affect our work. We look forward to working with you and please call with any questions you may have. I can be easily reached via my mobile phone at 757-620-4840.

Albert F. Pugliese
Regional Manager

cc: Tony McDougle/Connie Dill/Donnie Barnes

Accepted_____, 20_____

_____

By_____

PROSHOT CONCRETE, INC.

By_____

Approved_____

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into as of the 28th day of November, 2022, by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (collectively, the "City"), and PROSHOT CONCRETE, INC., an Alabama corporation authorized to transact business in the Commonwealth of Virginia, its successors and assigns (collectively, the "Contractor").

WITNESSETH:

R-1. The City desires to contract to rehabilitate two sets of corrugated metal pipe culverts that convey stream waters (i) under Manassas Drive between its intersections with Mace Street and Kent Drive and (ii) under Kirby Street adjacent to the lands of the Mosby Ridge II Condominium Association, which culverts are at risk of failing (the "Project").

R-2. The Contractor has a current contract with Harford County, Maryland for its Storm Drain Gunite Repair Program (the "Harford Contract"), which was entered into in response to Invitation for Bids # 22-243 (the "IFB"). The IFB allows localities to contract with the Contractor pursuant to the cooperative procurement provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq*.). Copies of the Harford Contract and the IFB are attached to this Agreement as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference.

R-3. The Contractor has submitted a proposal for the Project dated _____, 2023 (the "Proposal"), which Proposal offers to provide to the City the same prices and terms provided in the Harford Contract. The Proposal is attached to this Agreement as Exhibit C and incorporated herein by this reference.

R-4. The City has determined that the Contractor's Proposal meets the needs of the City, and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of the Proposal, the Harford Contract, the IFB, and the cooperative procurement provisions of Virginia Code § 2.2-4304.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK.

A. The Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Harford Contract, the IFB, and the Proposal (the "Scope of Work"). The Work (as defined in subsection 1C below) performed will be bound by the specifications according to this Agreement and the following documents (the "Contract Documents"), all of which are incorporated herein by this reference and which, together with this Agreement, constitute the "Project Manual":

1) The Harford Contract (Exhibit A)

2) The IFB (Exhibit B)
3) The Proposal (Exhibit C)
4) Certificate as to Corporate Principal
5) Drawings
6) Insurance Certificates

B. Where a conflict exists between this Agreement and any of the Contract Documents, this Agreement shall control. Where a conflict exists between or among any provisions of any of the Contract Documents, the provision most favorable to the City shall control. Notwithstanding the foregoing sentence, where a conflict exists between a material provision of the Proposal (*i.e.*, a provision that constitutes a material part of the Contractor's offer) and any other provision of any of the other Contract Documents, the material provision of the Proposal shall control.

C. If any of the work contemplated by this Agreement, including the design of the Project (collectively, the "Work"), performed by the Contractor in any phase of the Project does not meet City standards as outlined in the City's Public Facilities Manual and the Contract Documents, then the Contractor shall immediately repair or correct the Work at no additional cost to the City.

2. COMMENCEMENT/COMPLETION OF WORK.

A. The Contractor shall commence Work as required by the Project Manual within five (5) calendar days after receiving a Notice to Proceed from the City ("Commencement").

B. "Substantial Completion" means that the Project is capable of being used for its intended purpose. Substantial Completion shall occur no later than _____ (__) calendar days following Commencement.

C. "Final Completion" means that all the Work has been completed in accordance with the Contract Documents and final inspections and equipment testing have been completed. Final Completion shall occur no later than _____ (__) days following Substantial Completion.

D. The deadlines for Substantial Completion and Final Completion may be extended for inclement weather as provided in the Solicitation.

E. The Contractor shall be assessed liquidated damages in the amount of Five Hundred and No/100 dollars ($500.00) for each calendar day that Commencement, Substantial Completion, or Final Completion has not been timely met. **Time is of the essence**.

3. CONTRACT AMOUNT.

A. The City shall pay the Contractor the amount set forth in the Proposal (the "Contract Amount") for all Work performed pursuant to this Agreement. The Contract Amount includes payment for the design of the Project, all materials expended to complete the Project, insurance required by this Agreement, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed in the Scope of Work.

B. As set out in Subsection A above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits, and expenses.

4. TERMS OF PAYMENT.

A. PAYMENT AMOUNT. The City shall pay for Work provided according to this Agreement and in an amount not to exceed that detailed in the Proposal, and only upon the Contractor's request on forms approved by and submitted to the Engineer (as defined in section 18 below). The City shall make payment within thirty (30) days thereafter. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the Work performed at that point to the total Work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

B. RETAINAGE; WITHHELD FUNDS.

1) The City may, in its sole discretion, retain five percent (5%) of the value of the Work to be done and materials and/or equipment to be supplied as part security for the fulfillment of this Agreement by the Contractor (the "Retainage"). As Work nears completion, and solely at the City's discretion, the City may reduce the Retainage to an amount more in line with the Work remaining. The City reserves the right to retain all amounts previously withheld as Retainage until all services specified herein are complete. Any money withheld as Retainage shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

2) At the request of the Contractor, the Retainage will be kept in an escrow account with an escrow agent of the Contractor's choosing that is acceptable to the City, in which case an escrow agreement in a form approved by the City Attorney must be executed and returned to the City by the Contractor within fifteen (15) days following the City Attorney's approval of the form. Failure of the Contractor to timely execute and return the escrow agreement to the City will forfeit the Contractor's rights to use the escrow account procedure.

3) The City may withhold a reasonable amount of the payment sufficient to cover any outstanding indebtedness or monies owed or claimed by subcontractors, materialmen, suppliers, or laborers who supplied work or materials for the Project (the "Withheld Funds"). The City will not release the Withheld Funds until the Contractor has supplied a release satisfactory to the City, signed by or on behalf of all subcontractors, materialmen, suppliers, or laborers who have supplied labor or materials for the Project. If any amount is withheld by the City to ensure payment of the Contractor's subcontractors, materialmen, suppliers, or laborers for such work or materials, the City will charge the Contractor ten percent (10%) of the amount owed as a fee for administering such claims.

C. FINAL PAYMENT.

1) The Contractor's request for final payment shall only be made upon Final Completion. The Contractor shall, within ten (10) days following its submission of a request for

final payment, deliver an affidavit showing satisfactory evidence that all payrolls, material bills, subcontracts, and all outstanding indebtedness in connection with the Project have been paid in full and that no claims from subcontractors, materialmen, suppliers, or laborers who supplied work or materials for the Project remain unresolved. No final payment shall be made by the City until such affidavit has been received from the Contractor. The Contractor shall submit lien waivers for each pay release.

2) Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands, and liability by and to the Contractor, its officers, agents, employees, and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in a writing delivered by the Contractor and approved in a signed writing by the Engineer.

5. HOURS AND DAYS OF WORK.

All Work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday. The City may further reduce the hours or days of Work for special events or as other circumstances may reasonably warrant. Upon receipt of a written request from the Contractor, the City Manager may, at his sole discretion, allow Work to be performed outside the above-stated hours if an impending storm threatens the integrity of the Project.

6. ADDITIONAL WORK/CHANGE ORDERS.

A. The City may enlarge or reduce the Work to be performed by the Contractor by written notification to the Contractor, including changes to the plans and specifications. The City shall pay the Contractor for any additional Work so requested and shall reduce the Contract Amount for any reduction in labor, materials, overhead, and profit margin resulting from the reduction in the Work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification of this Agreement is agreed to in a document signed on behalf of both parties.

B. The value of any Work covered by a change order or of any claim for increase or decrease in the Contract Amount shall be determined by one or more of the following methods in order of precedence listed below:

1) An agreed lump sum; or in the event the parties cannot agree, then

2) The unit rate for the Work bid by the Contractor, if applicable; or in the event there was no such rate bid, then

3) The actual cost for (1) labor, (2) materials, (3) supplies, (4) equipment, (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City), and (6) other services necessary and approved by the City to complete the Work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional twenty percent (20%) of the actual cost of the Work, not including direct overhead, to cover the cost of general overhead and profit. The City specifically reserves

the right to request documentation, including but not limited to payroll stubs and invoices, to validate the Contractor's calculations.

7. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All Work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to the scope or cost of the Work resulting from a change to current government ordinances and/or fees may, at the sole option of the City, be treated as additional work pursuant to section 6 above or deleted from the Scope of Work.

C. The City shall make provision for access to the Project site and adjacent properties as necessary for performing the Work.

8. MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS.

A. The Contractor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Contractor shall retain all books, records, documents, data, and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of two (2) years after the termination of this Agreement. The Contractor shall at all reasonable times during said 2-year period, and as often as the City may deem necessary in its sole discretion, make available for examination and permit the City or its designated authorized representative to audit and inspect all such books, records, documents, data and other material.

C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents, data, and other material at all reasonable times during said 2-year period.

9. PROHIBITED INTEREST.

No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds hereof.

10. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Contractor/City relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents, representatives, and subcontractors during the performance of the Work.

B. In the performance of the Work, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the Work; provided,

however, that the results of the Work must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

11. CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES.

The City may at its sole discretion require the Contractor to remove any employee(s), agent(s), or representative(s) from employment on City projects. The Contractor may, however, employ such individuals(s) on other projects not related to City projects.

12. STANDARDS OF WORKANSHIP.

The Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where specifications exist, they shall provide the benchmark for determination of acceptability.

13. INSPECTION AND TESTING.

A. All materials and equipment used in the construction of the Project shall be subject to inspection by the Engineer. If laws, ordinances, rules, or regulations of any public authority having jurisdiction over the Project require any Work to be specifically inspected, tested, or approved by someone other than the Engineer, the Contractor shall give the Engineer timely notice of readiness. Inspections, tests, or approvals by the City or other appropriate authorities will not relieve the Contractor from obligations to perform the Work in accordance with the requirements of the Contract Documents and/or provisions. The Engineer and other designated persons will at all times have access to the Work. All Work shall ultimately be inspected for final acceptance by the Engineer within a reasonable time upon receipt of notice from the Contractor that the Work is complete and ready for final inspection.

B. During construction, the Work will be inspected and observed by the Engineer or his designated representative. All Work that is deficient or does not meet the requirements and standards of the Contract Documents shall be removed and replaced with proper material at the Contractor's expense.

14. WARRANTY.

The Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the Engineer. All materials, equipment, parts, and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of Substantial Completion of the Project.

15. SITE MANAGEMENT.

A. PARKING. Construction vehicle parking shall be restricted to the construction site so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas, and anticipated temporary parking (*e.g.*, delivery vehicles, large equipment parking, and overnight parking) requires prior review and approval by the of Director of Public Works and Community Development (the "Director").

B. TRASH MANAGEMENT AND RECYCLING. The Contractor shall obtain and maintain at the construction site one or more containers of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such containers shall be maintained in a closed position at all times when not being filled until transferred to a landfill. The container(s) may be placed in setback areas, provided that the placement of the container(s) does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. The Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container(s). The Contractor shall take measures to ensure that no debris, litter or trash in the container(s) exits the container(s) while in transit to a landfill or dump. The Contractor shall service the container(s) as frequently as needed to prevent trash from overflowing. Recycling of appropriate materials will be coordinated with the Engineer and shall in compliance with the City's recycling program.

C. TOILET FACILITIES. The Contractor shall ensure that the Project site has one or more permanent toilets, or one or more approved temporary toilet facilities, positioned in locations approved by the Director, at the rate of one toilet per fifteen on-site employees (*e.g.*, one toilet for 1-15 employees, two toilets for 16-30 employees, etc.).

D. NOISE. Construction activity shall not exceed the noise standards specified in Chapter 15 of the Code of the City of Manassas Park, Virginia.

E. GRADING AND EXCAVATION. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted and reported to the Engineer.

16. SAFETY AND PROTECTION OF THE WORK.

A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in order to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices. The Contractor shall provide reasonable protection to prevent damage, injury, or loss to employees working on the Project and all other persons who may be affected thereby, and to materials and equipment, whether on or off the site, and other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

B. The Contractor shall erect and maintain, as required by the existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

C. The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The Contractor shall remove from the site all cuttings, debris, equipment and unused material.

17. UTILITIES.

A. The City reserves all rights and privileges over the Project site and City streets; nothing in this Agreement shall be deemed to be a waiver or forfeiture by the City of any such rights and privileges and the City may enter upon any City street or the Project site for any purpose, including the repair of culverts, storm and sanitary sewer systems, and water system and any and all other necessary City work.

B. The right is reserved to the owners of public utilities and franchises to enter upon the Project site or adjacent street(s) for the purpose of making repairs or changes to their facilities and structures that may become necessary by the Work.

C. The Contractor takes the whole risk, responsibility, and expense with respect to the location of utilities in conjunction with its performance of the Work and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on City plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and the Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Work.

18. ENGINEER.

The Engineer for the Project is Allan Rowley, the City's Engineering Services Manager, or such other person designated by the Director to the Contractor orally or in writing.

19. ASSIGNMENTS/SUBCONTRACTING.

A. The Contractor shall not assign or delegate its rights or obligations under this Agreement or any portion of this Agreement without the written consent of the City Manager or his designee. Any such consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or delegation. The City Manager or his designee reserves the right to reject without cause any such assignment or delegation. Notwithstanding the foregoing, claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City Manager.

B. Any rights, work or services assigned or delegated hereunder and any subcontract or sub-subcontract shall be subject to procurement procedures, where applicable, as set forth in local, state and/or federal statutes, ordinances, regulations and guidelines, as well as each provision

of this Agreement, which must be acknowledged and agreed to in writing by each such assignee, delegatee, subcontractor, and sub-subcontractor.

C. Unless a subcontractor is named in the Contractor's Proposal, no part of this Agreement shall be subcontracted by the Contractor without prior written approval by the City through the Engineer. Every approved subcontractor and sub-subcontractor must provide its federal tax identification number (*i.e.*, Social Security Number for an individual; Employer Identification Number for all others). The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors to the same extent as it is for the acts and omissions of persons directly employed by the Contractor.

20. PAYMENT TO SUBCONTRACTORS.

A. Within seven (7) days following receipt of payments made pursuant to this Agreement, the Contractor shall take one of the following actions with regard to subcontractors:

1) Pay the subcontractor its proportionate share of the total payment received from the City for the work performed by the subcontractor; or

2) Notify the City Manager and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's proportionate share of the payment from the City and the reason(s) for nonpayment.

B. The Contractor shall pay interest to all subcontractors on all amounts owed by the Contractor to subcontractors that remains unpaid after seven (7) days following receipt by the Contractor of a payment made pursuant to this Agreement by the City. The interest required by this subsection will accrue at the rate of one percent (1%) per month. The interest requirement set forth in this Subparagraph shall not be construed to be an obligation of the City and this Agreement shall not be amended or modified for the purpose of providing reimbursement for such interest charges.

C. The Contractor shall include in each of its subcontracts a requirement that each subcontractor include or otherwise be subject to the payment and interest requirements of this section with respect to sub-subcontracts.

21. INSURANCE.

A. The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance from its insurance company (a "Certificate of Insurance") evidencing:

1) COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

2) AUTOMOBILE LIABILITY. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

3) WORKERS COMPENSATION. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

4) UMBRELLA LIABILITY. Umbrella Liability insurance, if needed to meet the coverage requirements of the Commercial General Liability insurance and/or the Automobile Liability insurance listed above.

B. The City shall be named as an additional insured on all liability insurance policies, including any umbrella insurance policy used to meet the required coverage listed above, with respect to work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. Each Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation of the relevant insurance policy. The City reserves the right to request certified copies of any required insurance policies.

C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

22. HOLD HARMLESS; INDEMNIFICATION.

A. The Contractor shall indemnify and hold the City and its agents, employees, and officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City and/or its agents, employees, and/or officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the gross negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, representatives, employees, and subcontractors; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

23. CONTRACTOR CERTIFICATIONS.

A. The Contractor certifies that:

1) The Contractor and all its subcontractors and agents used in conjunction with the performance of this Agreement are and shall remain authorized to transact business in the Commonwealth of Virginia as either a domestic or foreign business entity.

2) Neither the Contractor nor any of its subcontractors or agents used in conjunction with the performance of this Agreement has been debarred from contracting for goods or services by the Commonwealth of Virginia or any Virginia public body.

B. The City may void this Agreement if the Contractor fails to comply with the requirements of this section.

24. TREATMENT OF ASSETS.

A. Title to all property furnished by the City shall remain in the name of the City. All information furnished by the City is private, confidential, and proprietary, and shall be the exclusive and sole property of the City and shall not be reproduced, disclosed, or used by the Contractor for any reason other than in the performance of this Agreement.

B. The City shall be the sole and exclusive owner of all goods and services produced pursuant to this Agreement, including but not limited to tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property, and data compilations of any form whatsoever (collectively, "Works"), which Works shall be the exclusive and sole property of the City and shall not be otherwise reproduced, disclosed, or used by the Contractor elsewhere, for any reason unrelated to its performance of this Agreement.

C. To the extent that the services are provided relating to detailed designs not originated and furnished by the City, or by a process or method the use of which is not specifically directed by the City, the Contractor guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any third-party United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the city and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The Contractor shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the Contractor is notified within a reasonable period of time of such action or claim against the City. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by the Contractor was designed.

25. COMPLIANCE WITH LAWS.

A. The Contractor and all subcontractors and agents shall, in the performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including certification and operation of facilities, programs, and accreditation, obtaining all necessary permits and licenses, including the licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

26. DEFAULT, REMEDY AND TERMINATION.

A. If funds are not appropriated by the Governing Body for the purposes of this Agreement for any fiscal year (from and including July 1 through and including the following June 30) subsequent to the fiscal year in which this Agreement is entered into, then the City may terminate this Agreement by providing at least thirty (30) days' advance written notice to the Contractor.

B. In addition to any other reason provided in this Agreement, the City may terminate this Agreement upon the occurrence of one or more of the following events:

1) If the Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;

2) If the Contractor substantially fails to perform any part of this Agreement;

3) If the Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

4) If the Contractor shall (i) become insolvent in a bankruptcy sense; (ii) be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian, receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (iv) suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (v) suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (vi) be dissolved; (vii) become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (viii) voluntarily suspend substantially all of its business operations; (ix) be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) take action for the purpose of any of the foregoing,

C. Termination shall be effected by providing a written notice of termination (a "Notice"), signed by the City Manager or the Director, to the Contractor and its surety, if applicable, which will state the manner in which the Contractor is in default and the cure period, if any, and the extent and effective date of termination if the default is not timely cured. The

Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

D. If the default is not corrected to the City's reasonable satisfaction within the cure period specified in the Notice, the City then may take over the Work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the Work. The Contractor shall make payment promptly upon demand by the City.

E. If the Contractor fails to perform any part of this Agreement during an emergency declared by the City Manager or other authorized official, and such failure seriously threatens the health, safety or welfare of the City's citizens, the City Manager or his designee may, in his sole discretion, provide verbal notice to the Contractor of his intention to terminate the services of the Contractor and, if after serving such verbal notice the violation is not corrected to the City Manager's reasonable satisfaction by the deadline stated in such verbal notice, the City may then terminate this Agreement and take over the work and prosecute it to completion by contract or by any other method it may deem advisable. The Contractor shall treat such verbal notice as a Notice and shall comply with the provisions of subsection F below. Any such verbal notice shall be followed by a written Notice memorializing the verbal notice, said written Notice to be provided within a reasonable period of time, taking into consideration the nature and extent of the emergency.

F. The Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination. Upon receipt of a Notice, the Contractor shall:

1) Cease any further deliveries or work due under this Agreement, on the effective date and to the extent that is specified in the Notice.

2) Place no further orders with any subcontractors, except as may be necessary to perform that portion of this Agreement not subject to the termination.

3) Terminate all subcontracts except those made with respect to contract performance not subject to the termination.

4) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City's Finance Director.

5) Use its best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this section.

6) Account for any property in its possession belonging to the City and dispose of it in a manner as directed by the City.

G. After complying with the provisions of subsection F above, the Contractor shall, no later than six (6) months after the effective date of the termination, submit to the City Manager or the Director a termination claim.

H. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

I. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

27. DISPUTES.

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the Director. The decision of the Director shall be final and conclusive unless the Contractor submits to the City Manager a written and signed request for a hearing on the dispute no later than two (2) weeks following the date of such decision.

B. If the City terminates this Agreement or any work or delivery required hereunder pursuant to the provisions of subsections 24B or E above, the Contractor may submit to the City Manager a written and signed request for a hearing on the termination no later than two (2) weeks following its receipt of the Notice.

C. The City Manager shall hold a hearing on the dispute or termination within two (2) weeks following receipt of the request for a hearing from the Contractor. The Contractor will be afforded an opportunity to be heard by the City Manager and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of this Agreement and in accordance with the City's decision. The decision of the City Manager shall not be arbitrary or unreasonable and will be made within thirty (30) days following the hearing.

D. The Contractor shall not bring an action against the City, its officers, employees, or agents arising out of or relating to a dispute or termination before the decision has been issued by the City Manager. The City Manager's decision shall be final unless the Contractor brings an action against the City in a court of competent jurisdiction listed in subsection 26B below within six (6) months following the City Manager's decision.

28. NONDISCRIMINATION.

A. During the performance of this Agreement:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

29. DRUG-FREE WORKPLACE.

A. During the performance of this Agreement the Contractor shall (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq*.), 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.

30. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

The Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

31. THIRD PARTY RIGHTS.

Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

32. NOTICE.

Notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail or certified U.S. mail to the City Manager, the Director of Public Works and Community Development, or the Engineering Services Manager, as appropriate, at 100 Park Central Plaza, Manassas Park, Virginia 20111, via fax at (703) 335-0053, or via email at l.palko@manassasparkva.gov, c.odell@manassasparkva.gov, or a.rowley@manassasparkva.gov, respectively and as appropriate, and to the Contractor at the

address, fax number, or email address designated on the Contractor's signature page of this Agreement. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile or email, (iii) the following day if sent using overnight mail, or (iv) three days after the postmark if sent using certified U.S. mail.

33. ATTORNEYS' FEES AND COSTS.

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

34. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

35. SEVERABILITY; WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void or unenforceable.

B. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable with respect to particular circumstances, such part, term, or provision shall nevertheless remain in full force and effect in all other circumstances.

C. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.

D. One or more waivers by the City of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

36. AMBIGUITY; MEANING OF "CITY".

A. Although this Agreement has been drafted by the City, the Contractor acknowledges that it has been afforded the opportunity to have this Agreement reviewed by legal counsel and expressly agrees that any ambiguity herein shall be resolved in favor of the City.

B. The term "City", as used in this Agreement, shall mean the person, board, commission, committee, or other sub-unit or official of the City having the legal obligation or right to act on behalf of the City, as the context may require.

37. MISCELLANEOUS.

A. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

B. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

C. Headings and captions are provided in this Agreement for ease of reference only and shall not be used to construe or interpret any provision of this Agreement.

D. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Agreement by fax or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

{Signature pages follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CONTRACTOR:

PROSHOT CONCRETE, INC.,
an Alabama corporation authorized to transact business in the Commonwealth of Virginia

Address: _____
_____
_____

Fax No.: _____

Email: _____

Federal Tax ID No.: _____

Virginia SCC ID No.: _____

By: _____
Name: _____
Title: _____

ATTEST:

_____
Name: _____
Title: _____

THE CITY OF MANASSAS PARK,
a Virginia municipal corporation

By: _____
Laszlo Palko, City Manager

ATTEST:

_____
Lana Conner, City Clerk

APPROVED AS TO FORM:

_____
Dean H. Crowhurst, City Attorney

EXHIBIT A

THE SOLICITATION

EXHIBIT B

THE PROPOSAL