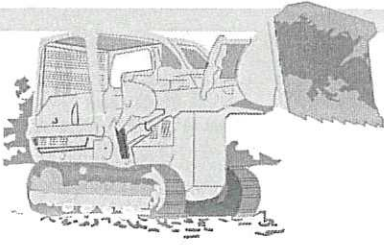


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Arthur Construction -

				July 1, 2019 until June 20, 2020					
				ASPHALT MILLING, OVERLAY AND TRAFFIC MARKING					
				Project Number: IFB 17-03					
Item	Class-Item					Unit	Unit Price 2018-2019	1.6% Increase	Unit Price 2019-2020
1	Milling, Normal work < 2"					SY	\$ 1.94	1.60%	\$ 1.97
2	Milling, Normal Work < 4"					SY	\$ 3.47	1.60%	\$ 3.53
3	Milling, NIGHT WORK Price Difference					SY	\$ 0.51	1.60%	\$ 0.52
4	CTA (Includes removal & disposal of existing material)					TON	\$ 91.98	1.60%	\$ 93.45
5	Asphalt, Tons SM-9.5D					TON	\$ 86.87	1.60%	\$ 88.26
6	Asphalt, Tons SM-9.5D, NIGHT WORK					TON	\$ 3.06	1.60%	\$ 3.11
7	Striping, Yellow Thermoplastic (Class I) 4"					LF	\$ 0.99	1.60%	\$ 1.01
8	Striping, White Thermoplastic (Class I) 4"					LF	\$ 0.99	1.60%	\$ 1.01
9	Crosswalk, 6" Width Thermoplastic (Class I)					LF	\$ 2.15	1.60%	\$ 2.18
10	Crosswalk, 12" Diagonal Markings Thermoplastic (Class I)					LF	\$ 6.64	1.60%	\$ 6.75
11	Crosswalk, 24" Longitudinal Markings Thermoplastic (Class I)					LF	\$ 9.40	1.60%	\$ 9.55
12	STOP BAR, Thermoplastic (Class I) 24"					LF	\$ 9.40	1.60%	\$ 9.55
13	Lane Directional Arrows, Thermoplastic (Class I)					EA	\$ 178.85	1.60%	\$ 181.71
14	STOP AHEAD Letters, Thermoplastic (Class I)					EA	\$ 1,860.04	1.60%	\$ 1,889.80
15	Traffic Loops					LF	\$ 40.88	1.60%	\$ 41.53
16	Base Asphalt (BM-25 Base Mix)					TON	\$ 102.20	1.60%	\$ 103.84
17	8" Thermoplastic letters & numbers					EA	\$ 204.40	1.60%	\$ 207.67



CONTRACTING EXCAVATION PIPE CONCRETE EQUIPMENT RENTAL ALL SITE WORK ASPHALT

E.E. LYONS CONSTRUCTION CO., INC.

ESTABLISHED 1930

POST OFFICE BOX 498 VIENNA, VIRGINIA 22183
(703) 759-2171 • FAX: (703) 759-5031

April 22, 2019

Town of Vienna
Attn: Ms. Gina Gilpin, Purchasing Agent
127 Center Street S
Vienna, VA 22180

Ref: Contract Renewal; Contract IFB 16-19 Provision & Installation of Water Mains &
Appurtenance – As needed

Ms. Gilpin,

E. E. Lyons Construction Co., Inc. would like to request a price increase based on the CPI-U rate change.

I have enclosed a copy of the CPI-U for the most recent twelve (12) months and the revised unit cost sheets.

Should you have any question, please call me at 703-759-2171

Sincerely,

A handwritten signature in dark ink, appearing to read 'James A. Lyons'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James A. Lyons, President
E. E. Lyons Construction

E.E. Lyons Construction

FY 20

SECTION I. WATER MAIN WORK
(INCLUDING ALL MATERIALS)

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	12-INCH WATER MAIN, DIP CL-52 VDOT 21A STONE - EXISTING PAVED AREAS	LF	100	143.74	14,374.00
2	8-INCH WATER MAIN, DIP CL-52 VDOT 21A STONE - EXISTING PAVED AREAS	LF	1,500	92.99	139,485.00
3	6-INCH WATER MAIN, DIP CL-52 VDOT 21A STONE - EXISTING PAVED AREAS	LF	500	93.56	46,780.00
4	4-INCH WATER MAIN, DIP CL-52 VDOT 21A STONE - EXISTING PAVED AREAS	LF	100	116.12	11,612.00
5	12-INCH WATER MAIN, DIP CL-52 SUITABLE FILL - NON-PAVED AREAS	LF	100	100.36	10,036.00
6	8-INCH WATER MAIN, DIP CL-52 SUITABLE FILL - NON-PAVED AREAS	LF	100	78.11	7,811.00
7	6-INCH WATER MAIN, DIP CL-52 SUITABLE FILL - NON-PAVED AREAS	LF	100	68.23	6,823.00
8	4-INCH WATER MAIN, DIP CL-52 SUITABLE FILL - NON-PAVED AREAS	LF	100	71.97	7,197.00
9	12-IN GATE VALVE & VALVE BOX	EA	1	2,542.43	2,542.43
10	8-IN GATE VALVE & VALVE BOX	EA	15	1,376.08	20,641.20
11	6-IN GATE VALVE & VALVE BOX	EA	5	982.19	4,910.95
12	4-IN GATE VALVE & VALVE BOX	EA	1	828.72	828.72
13	CONNECT TO EXISTING 16-IN WATER MAIN	EA	1	2,179.23	2,179.23
14	CONNECT TO EXISTING 12-IN WATER MAIN	EA	1	1,862.06	1,862.06
15	CONNECT TO EXISTING 8-IN WATER MAIN	EA	10	1,657.44	16,574.40
16	CONNECT TO EXISTING 6-IN WATER MAIN	EA	10	1,611.40	16,114.00
17	CONNECT TO EXISTING 4-IN WATER MAIN	EA	1	1,498.85	1,498.85
18	CUT & CAP 12-IN WATER MAIN	EA	1	1,897.87	1,897.87
19	CUT & CAP 8-IN WATER MAIN	EA	5	1,749.52	8,747.60
20	CUT & CAP 6-IN WATER MAIN	EA	10	1,713.71	17,137.10
21	CUT & CAP 4-IN WATER MAIN	EA	2	1,693.25	3,386.50
WET TAPS ON IRON PIPE					
22	16-IN x 8-IN TAP/SLEEVE, VALVE & VALVE BOX	EA	1	14,630.50	14,630.50
23	12-IN x 8-IN TAP/SLEEVE, VALVE & VALVE BOX	EA	5	8,128.62	40,643.10
24	12-IN x 6-IN TAP/SLEEVE, VALVE & VALVE BOX	EA	5	7,345.94	36,729.70

25	8-IN x 8-IN TAP/SLEEVE, VALVE & VALVE BOX	EA	5	6010.78	30,053.90
26	8-IN x 6-IN TAP/SLEEVE, VALVE & VALVE BOX	EA	5	5371.34	26,856.70
27	6-IN x 6-IN TAP/SLEEVE, VALVE & VALVE BOX	EA	5	5084.87	25,424.35
	MISCELLANEOUS				
28	2-IN AIR RELEASE OR VACUUM VALVE IN CONCRETE MANHOLE	EA	1	5867.54	5,867.54
29	2-IN BLOWOFF VALVE & ASSEMBLY BOX	EA	5	1560.24	7,801.20
30	REMOVE EXISTING VALVE BOX	EA	20	163.70	3,274.00
31	ABANDON/REMOVE EXISTING FIRE HYDRANT	EA	10	1125.42	11,254.20
32	REMOVE/RESET EXISTING FIRE HYDRANT	EA	5	1125.42	5,627.10
33	INSTALL NEW FIRE HYDRANT	EA	10	4184.53	41,845.30
				TOTAL SECTION I	592,446.50

SECTION II. WATER SERVICES (DIRECT LABOR RATES ONLY - METERS ARE SUPPLIED BY THE TOWN)					
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	3/4-IN & 1-IN SERVICE TAP -- UP TO 10 FT	EA	40	1775.09	71,003.60
2	3/4-IN & 1-IN SERVICE TAP PER ADDITIONAL LINEAR FOOT OVER 10 FT	LF	50	63.33	3,166.50
3	1.5-IN & 2-IN SERVICE TAP -- UP TO 10 FT	EA	5	3504.15	17,520.75
4	1.5-IN & 2-IN SERVICE TAP PER ADDITIONAL LINEAR FOOT OVER 10 FT	LF	50	70.54	3,527.00
5	3/4-IN & 1-IN SERVICE RE-TAP -- UP TO 10 FT	EA	10	1253.31	12,533.10
6	3/4-IN & 1-IN SERVICE RE-TAP PER ADDITIONAL LINEAR FOOT OVER 10 FT	LF	50	63.33	3,166.50
7	1.5-IN & 2-IN SERVICE RE-TAP -- UP TO 10 FT	EA	2	1862.06	3,724.12
8	1.5-IN & 2-IN SERVICE RE-TAP PER ADDITIONAL LINEAR FOOT OVER 10 FT	LF	50	70.54	3,527.00
9	3/4-IN & 1-IN WATER METER RELOCATION -- UP TO 10 FT	EA	20	1253.31	25,066.20
10	3/4-IN & 1-IN SERVICE RELOCATION PER ADDITIONAL LINEAR FOOT OVER 10 FT	LF	50	63.33	3,166.50
11	1.5-IN & 2-IN WATER METER RELOCATION -- UP TO 10 FT	EA	2	1862.06	3,724.12
12	1.5-IN & 2-IN SERVICE RELOCATION PER ADDITIONAL LINEAR FOOT OVER 10 FT	LF	50	70.54	3,527.00
				TOTAL SECTION II	153,652.39

**SECTION III. RELATED WORK
(INCLUDING ALL MATERIALS)**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	FULL PAVEMENT RESTORATION (10-IN TYPE I, SIZE NO. 21A OR 21B; 6-IN TYPE BM-25.0; 1.5-IN SURFACE MATERIAL)	SY	1,000	65.84	65,840.00
2	INTERIM PAVEMENT RESTORATION (10-IN TYPE I, SIZE NO. 21A OR 21B; 7.5-IN TYPE BM-25.0)	SY	1,000	65.84	65,840.00
3	REMOVE AND REPLACE CONCRETE SIDEWALK	SY	500	76.53	38,265.00
4	REMOVE AND REPLACE PAVERS	SY	50	166.55	8,327.50
5	REMOVE AND REPLACE CONCRETE CURB & GUTTER	LF	1,500	36.41	54,615.00
6	ROCK EXCAVATION	CY	25	168.81	4,220.25
7	CRUSHER RUN VDOT #25 OR APPROVED EQUAL	TON	3,000	35.30	105,900.00
8	SUBBASE, VDOT #21A	TON	500	38.87	19,435.00
9	SELECT BORROW	CY	100	22.91	2,291.00
10	OVER EXCAVATION	CY	500	41.64	20,820.00
11	COLD MIX ASPHALT	TON	100	171.78	17,178.00
12	STRAW BALES	LF	50	6.14	307.00
13	SOD	SY	50	6.14	307.00
14	TEST PIT	EA	10	332.51	3,325.10
15	SOIL COMPACTION TEST	EA	10	1565.36	15,653.60
16	REMOVE & REPLACE CONCRETE DRIVEWAY ENTRANCE	SY	20	106.19	2,123.80
TOTAL SECTION III					424,448.25

**SECTION IV. UNLISTED WORK EQUIPMENT RATES
(INCLUDING ALL MATERIALS)**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	BACKHOE	HR	40	1.02	40.80
2	BACKHOE WITH OPERATOR	HR	40	88.49	3,539.60
3	LOADER WITH OPERATOR	HR	40	88.49	3,539.60
4	TANDEMS WITH OPERATOR	HR	40	62.40	2,496.00
5	MEDIUM DUMP WITH OPERATOR	HR	40	59.33	2,373.20
6	TAPPING MACHINE	HR	8	18.41	147.28
7	JACK HAMMER	HR	40	6.14	245.60
8	AIR COMPRESSOR	HR	40	18.41	736.40
9	COMPACTOR	HR	40	14.32	572.80
10	PAVEMENT BREAKER	HR	8	88.49	707.92
11	TOOL TRAILER	HR	40	14.32	572.80
12	DUMP TRUCK WITH DRIVER	HR	40	76.73	3,069.20
13	WELDING (INCLUDES ALL LABOR AND EQUIPMENT)	HR	4	86.96	347.84
14	TRAFFIC CONTROL TRUCK	HR	8	49.10	392.80
15	ARROW BOARD	HR	40	15.34	613.60
16	FOREMAN WITH PICK-UP	HR	40	61.39	2,455.60
17	BACKHOE OPERATOR	HR	40	1.02	40.80
18	LABORER	HR	40	30.69	1,227.60
19	PIPE LAYER	HR	40	34.78	1,391.20
20	FLAGGERS	HR	80	28.64	2,291.20
TOTAL SECTION IV					26,801.84

**SECTION V. EMERGENCY WORK EQUIPMENT RATES
(INCLUDING ALL MATERIALS)**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	BACKHOE	HR	40	1.02	40.80
2	BACKHOE WITH OPERATOR	HR	40	88.49	3,539.60
3	LOADER WITH OPERATOR	HR	40	88.49	3,539.60
4	TANDEMS WITH OPERATOR	HR	40	62.40	2,496.00
5	MEDIUM DUMP WITH OPERATOR	HR	40	59.33	2,373.20
6	TAPPING MACHINE	HR	8	18.41	147.28
7	JACK HAMMER	HR	40	6.14	245.60
8	AIR COMPRESSOR	HR	40	18.41	736.40
9	COMPACTOR	HR	40	14.32	572.80
10	PAVEMENT BREAKER	HR	8	88.49	707.92
11	TOOL TRAILER	HR	40	14.32	572.80
12	DUMP TRUCK WITH DRIVER	HR	40	76.73	3,069.20
13	WELDING (INCLUDES ALL LABOR AND EQUIPMENT)	HR	4	86.96	347.84
14	TRAFFIC CONTROL TRUCK	HR	8	49.10	392.80
15	ARROW BOARD	HR	40	15.34	613.60
16	FOREMAN WITH PICK-UP	HR	40	61.39	2,455.60
17	BACKHOE OPERATOR	HR	40	1.02	40.80
18	LABORER	HR	40	30.69	1,227.60
19	PIPE LAYER	HR	40	34.78	1,391.20
20	FLAGGERS	HR	80	28.64	2,291.20
TOTAL SECTION V					26,801.84

TOTAL OF ALL SECTIONS \$ 1,224,150.82

Pruitt, Katrina

From: Donahue, David
Sent: Thursday, April 25, 2019 2:34 PM
To: Gilpin, Gina
Cc: Gallagher, Michael; Pruitt, Katrina
Subject: RE: IFB 16-19 Renewal Increase Request

I am okay with the requested increase.

Dave

From: Gilpin, Gina
Sent: Thursday, April 25, 2019 2:27 PM
To: Donahue, David <David.Donahue@viennava.gov>
Cc: Gallagher, Michael <Michael.Gallagher@viennava.gov>; Pruitt, Katrina <Katrina.Pruitt@viennava.gov>
Subject: IFB 16-19 Renewal Increase Request

EE Lyons is requesting the allowed 1.6% increase to their contract – see attached for proposed pricing.

Gina M. Gilpin, CPPB
Purchasing Agent
Vienna Town Hall
127 Center Street S
Vienna, VA 22180
703-255-6359
ggilpin@viennava.gov



ASSIGNMENT AND ASSUMPTION OF YARD WASTE DISPOSAL CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF YARD WASTE DISPOSAL CONTRACT (this "Assignment") is made and entered into as of _____, 2019 (the "Effective Date"), by and between FREESTATE FARMS LLC, a Virginia limited liability company ("Assignor"), and WOF NE FREESTATE PROJECT LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and the Town of Vienna, a municipal corporation of the State of Virginia ("Vienna") entered into that certain IFB 18-10 Yard Waste Disposal contract evidenced by the Purchase Order dated December 5, 2017, as extended by the letter dated April 12, 2018 (as provided in Exhibit A, the "Agreement").

B. Assignor now desires to transfer and assign to Assignee all of Assignor's right, title, and interest in and to the Agreement, and Assignee desires to accept such assignment and to assume all of Assignor's obligations under the Agreement accruing from and after the Effective Date.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title, and interest in and to the Agreement. Assignee hereby accepts the foregoing assignment and assumes and agrees to observe and perform all of Assignor's obligations, covenants, and duties under the Agreement accruing on and after the Effective Date.

2. Miscellaneous. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Virginia and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. This Assignment may be signed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument. Delivery of electronic signatures or copies of manual signatures by facsimile or email shall be sufficient to bind the parties hereto.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR: **FREESTATE FARMS LLC,**
a Virginia limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE: **WOF NE FREESTATE PROJECT LLC**
a Delaware limited liability company

By: WOF NE Freestate Member LLC,
an Oregon limited liability company
Its: Member

By: Wastewater Capital Management, LLC,
an Oregon limited liability company
Its: Manager

By: _____
Printed Name: Damon Yuzon
Title: Principal

By: Freestate Farms LLC,
a Virginia limited liability company
Its: Member and Manager

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED TO:

TOWN OF VIENNA
a municipal corporation of the State of Virginia

By: _____
Name: Marcus D. D.
Title: town Manager

Exhibit A
The Agreement

Attached.



Purchasing Office

TOWN OF
VIENNA
since 1890

April 15, 2019

National Asphalt
Attn: Tim Boone
PO Box 327
Merrifield, VA 22116

SUBJECT: Town of Vienna Contract Renewal

Reference: Contract IFB 19-02 Asphalt Hot Mix – As Needed

Dear Mr. Boone:

The subject contract expires on June 30, 2019. In accordance with the provisions of IFB 19-02, the Town of Vienna wishes to renew the contract for the first (1st) of four (4) one-year renewal options, for the period of July 1, 2019, through June 30, 2020.

The Town requests this renewal at the current contact rates. If you agree to these terms, please sign below and return to the Purchasing Department no later than May 1, 2019. A Purchase Order for the renewal period will be sent to you at a later date.

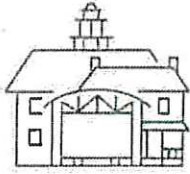
If you wish to request a price increase, please submit your request, in writing, no later than May 1, 2019, and I will forward your request to the department for consideration. Per the terms of the IFB, any change in rates shall not exceed the percentage for the most recent twelve (12) months of the CPI-U rate for this region.

If you have any questions, please call me at 703-255-6359.

Sincerely,

Gina M. Gilpin, CPPB
Purchasing Agent
ggilpin@viennava.gov

Tim Boone
National Asphalt



TOWN OF
VIENNA
since 1890

Purchasing Office

April 15, 2019

Superior Paving
Attn: Kelly Cordle
PO Box 900
Gainesville, VA 20156

SUBJECT: Town of Vienna Contract Renewal

Reference: Contract IFB 19-02 Asphalt Hot Mix – As Needed

Dear Ms. Cordle:

The subject contract expires on June 30, 2019. In accordance with the provisions of IFB 19-02, the Town of Vienna wishes to renew the contract for the first (1st) of four (4) one-year renewal options, for the period of July 1, 2019, through June 30, 2020.

The Town requests this renewal at the current contract rates. If you agree to these terms, please sign below and return to the Purchasing Department no later than May 1, 2019. A Purchase Order for the renewal period will be sent to you at a later date.

If you wish to request a price increase, please submit your request, in writing, no later than May 1, 2019, and I will forward your request to the department for consideration. Per the terms of the IFB, any change in rates shall not exceed the percentage for the most recent twelve (12) months of the CPI-U rate for this region.

If you have any questions, please call me at 703-255-6359.

Sincerely,

Gina M. Gilpin, CPPB
Purchasing Agent
ggilpin@viennava.gov

Kelly Cordle
Superior Paving

Midlantic Marking, Inc.
P.O. Box 7997
PO Box 7997
Gaithersburg, MD 20898

Prices are Bid as a Package

Bid Date	Estimate #
4/18/2019	3306

Phone #	Fax #
301-865-8844	301-865-5050
E-mail	
tammy@midlanticmarking.com	

Ship To
Town of Vienna 2018 IFB 18-13 Purchase Order #20180508-00

Location	Contract #	Federal Contract #
	20180508-00	

Item #	SHA Item #	Description	Qty	Cost	Unit	Total
11002	1	4" Yellow Waterborne Paint	95,000	0.10	LF	9,500.00
11001	2	4" White Waterborne Paint	23,675	0.10	LF	2,367.50
61001	3	Removal of Existing	300	3.05	LF	915.00
52002	4	4" Yellow Thermoplastic	5,000	0.71	LF	3,550.00
52001	5	5" White Thermoplastic	5,000	0.71	LF	3,550.00
52001	6	6" White Thermoplastic	2,500	2.03	LF	5,075.00
52005	7	12" White Thermoplastic	2,500	3.05	LF	7,625.00
52008	8	Crosswalk - 24" White Thermoplastic	1,000	5.08	LF	5,080.00
52008	9	Stop Bar 24" White Thermoplastic	1,500	5.085	LF	7,627.50
52009	10	Thermoplastic Arrows	20	71.12	EA	1,422.40
52010	11	STOP AHEAD Thermoplastic Letters	10	182.88	EA SET	1,828.80
52010	12	SCHOOL 9" high Thermoplastic Letters	4	243.84	EA SET	975.36
		Sales Tax		6.00%		0.00
				Total	\$49,516.56	

Prices are based on normal insurance requirements, a copy can be faxed upon request.
These prices include labor, equipment and materials on the items listed above.
Please note that these prices DO NOT include maintenance of traffic.

*Prices do not include Bond.

Prices are Good for 30 Days. If Not Given as a total package Prices are subject to change

John F. Deeley, President