NOTICE OF AWARD OF CONTRACT

TO: SETTY & ASSOCIATES, LTD.
3040 WILLIAMS DR., STE 600
FAIRFAX, VA 22031

DATE ISSUED: JUNE 29, 2012
CURRENT REFERENCE NO: 212-11-8
CONTRACT TITLE: DES - MULTIDISCIPLINARY A&E SERVICES
PRIOR REFERENCE NO: 334-09-8

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with your response dated June 19, 2012. The contract term covered by this Notice of Award is effective JULY 1, 2012 and expires on JUNE 30, 2013.

This is the THIRD year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Agreement No. 334-09-8 including any exhibits attached or amendments thereto,

CONTRACT PRICING:

1) REFER TO AGREEMENT NO. 334-09-8
2) PRICING IS FIRM FOR THE FIRST THIRTY SIX (36) MONTHS. Price Adjustments for ensuing renewal terms based on the percentage change in CPI-W for December or five percent (5%) whichever percentage is lower.

NOTICE:

THE USE OF THIS CONTRACT SHALL BE AUTHORIZED BY GEORGE MAY IN WRITING, PRIOR TO CONTACTING THE CONTRACTOR.

ATTACHMENTS:

1) RENEWAL LETTER DATED JUNE 19, 2012
2) AMENDMENT NO. 1
3) AGREEMENT NO 334-09-8

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: BOGGARM SETTY
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR TEL. NO.: 703-691-2115
VENDOR FAX. NO.: 703-691-8084

EMAIL ADDRESS: BSETTY@SETTY.COM

COUNTY CONTACT: GEORGE MAY
COUNTY TEL. NO.: 703-228-3440

CONTRACT AUTHORIZATION

Elizabeth Boyle, CPP, CPPB
Assistant Purchasing Agent

DATE: 4/29/12

DISTRIBUTION

VENDOR: 1
DID FOLDER: 2
June 19, 2012

Boggarm Setty
Setty & Associates, LTD
3040 Williams Dr.
Suite 600
Fairfax, VA 22031

Dear Mr. Setty:

The following contract between your firm and Arlington County, Virginia expires on June 30, 2012:

**CONTRACT NUMBER: 212-11-8**  **TITLE: Multidisciplinary A&E Services**

The terms of the original contract specification permit an additional year at the same unit price as the base contract term, providing both parties concur. If you maintain the existing price for the additional one-year period, the contract will be renewed upon (1) receipt of this signed letter; (2) receipt of a current certificate of insurance with at least the same coverage as was previously provided and with the contract reference number (212-11-1) typed thereon upon approval by the County through the (3) issuance of a formal Notice of Award by the County. If you decline the renewal option, it will not affect your participation in any rebid for the service or commodity covered.

Please complete the section at the bottom of this letter and return this letter to my attention no later than **June 26, 2012**.

Sincerely,

Krystyna Kepler
Buyer
khepler@arlingtonva.us

TO: COUNTY PURCHASING AGENT

PRINTED VENDOR NAME:  Setty & Associates, Ltd.

Accepts: ☑ (or) Declines: ☐ the extension year at the same unit price(s).

(Signature) Boggarm S. Setty, P.E.  06-20-2012
President (Date)
NOTICE OF AWARD OF CONTRACT

AMENDMENT NO. 1

TO: SETTY & ASSOCIATES, LTD
3040 WILLIAMS DRIVE
SUITE 600
FAIRFAX, VIRGINIA 22031

DATE ISSUED: DECEMBER 13, 2010
CURRENT REFERENCE NO: 334-09-8

CONTRACT TITLE: MULTI-DISCIPLINARY A&E SERVICES
PRIOR REFERENCE NO: 451-08

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

REFER TO AMENDMENT NO. 1 TO AGREEMENT NO. 334-09-8 (ATTACHED)

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: BOGGARM SETTY
VENDOR TEL. NO.: 703.691.2115
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703.691.8084
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1291305
EMAIL ADDRESS: bmiller@jnt.com
COUNTY CONTACT: GEORGE MAY
COUNTY TEL. NO.: 703-228-3440

CONTRACT AUTHORIZATION

Maryam Zahory, OPPOB
Procurement Officer

DATE: 12/13/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 334-09-8

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 334-09-8 ("Main Agreement") and made between Setty & Associates, Ltd., 3040 Williams Drive, Suite 600, Fairfax, Virginia 22031 ("Contractor"), a Commonwealth of Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE PARAGRAPH NO. 6 PROJECT WORK ASSIGNMENTS IN THE MAIN AGREEMENT TO READ:

6. PROJECT WORK ASSIGNMENTS
The Contract will be used mainly by the Arlington County Facilities Design and Construction Bureau; however, it may be used by any other County Agency that needs the services covered by this Contract.
The County has selected multiple Awardees to be considered for the provision of architectural design and construction administration services under this Contract.

However, the County reserves the right to issue separate solicitations or waive requirements set forth below in part or whole, if it is determined in writing, by the County Purchasing Agent that is in the best interest of the County.

· For project work assignments where the design fee will not exceed $50,000 the County, in its sole discretion, may select the Contractor determined most qualified and best suited for the particular assignment and enter into a competitive negotiation process.

· For work assignment whose projected value would exceed $50,000, the Project Officer will develop a written scope of work and evaluation criteria to be used to determine the most qualified and best suited Contractor for that particular assignment.

· The scope of work will include a description of the project, the deliverable items, and the estimated time limit for completion and identify permits, licenses, and approvals required.

· The Contractor(s) shall submit a proposal for the work within ten
(10) calendar days (unless the assignment specifies a) to perform the work, provide a description of their proposed method of completing the work, identify and provide resumes of the staff proposed to be used in performance of the work on the assignment, and provide a binding schedule to complete the work. Awardees shall prepare a not-to-exceed proposal using the fully burdened hourly rates identified in Exhibit B, identifying the required tasks and the estimated number of hours necessary to complete the assignment. If the price proposal is unacceptable, the County will request a price proposal from the next best qualified contractor.

• The Contractor will only be authorized to proceed with work on an assignment, approved by the Project Officer, upon receipt of a County Purchase Order.

• The Contractor shall be responsible for securing all necessary permits, licenses, and approvals from local, state and Federal authorities. County will be responsible for payment of permit fees.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SETTY & ASSOCIATES, LTD.

TAXPAYER ID NUMBER, SSN/EIN 54-1291305

AUTHORIZED SIGNATURE: [Signature]

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR. NAME AND TITLE: PURCHASING AGENT TITLE: Boggarm S. Setty, P.E. President

DATE: 10/7/10 DATE: September 30, 2010
NOTICE OF AWARD OF CONTRACT

TO:
SETTY & ASSOCIATES, LTD
3040 WILLIAMS DRIVE
SUITE 600
FAIRFAX, VIRGINIA 22031

DATE ISSUED: JULY 21, 2010
CURRENT REFERENCE NO: 334-09-8
CONTRACT TITLE: MULTI-DISCIPLINARY A&E SERVICES
PRIOR REFERENCE NO: 451-08

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2011.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 334-09-8, including any exhibits attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO AGREEMENT NO. 334-09-8 (ATTACHED)

2) PRICING IS FIRM FOR THE FIRST 36 MONTHS. THE CONTRACT UNIT PRICES FOR EACH SUBSEQUENT CONTRACT TERM(S) WILL BE BASED ON THE PERCENTAGE OF INCREASE OR DECREASE OF THE US DEPARTMENT OF LABOR INDEX FOR TOTAL COMPENSATION FOR ALL WORKERS TABLE 4 FOR TWELVE (12) MONTHS PERIOD ENDING IN DECEMBER OR FIVE PERCENT (5%), WHICHEVER PERCENTAGE IS LOWER.

NOTICE:
The use of this contract shall be authorized by George May in writing, prior to contacting the contractor.

EMPLOYEES NOT TO BENEFIT:
No county employee shall receive any share or benefit of this contract not available to the general public.

VENDOR CONTACT: BOGGARM SETTY
VENDOR TEL. NO.: 703.691.2115
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703.691.8084
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1291305
EMAIL ADDRESS: bmiller@jnt.com

COUNTY CONTACT: GEORGE MAY
COUNTY TEL. NO.: 703-228-3440

CONTRACT AUTHORIZATION
Maryam Zawary, CPA
Procurement Officer

DATE 7/21/10

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA  22201

AGREEMENT NO. 334-09-8

THIS AGREEMENT is made, on the date of execution by the County, between Seri & Associates, Ltd., 3040 Williams Drive, Suite 600, Fairfax, Virginia 22031 ("Contractor"), a Commonwealth of Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work) and Exhibit B (Fee Schedule and Billing Rates), Exhibit C (Federal Clauses, if applicable otherwise remove all references). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and Exhibit C shall prevail over Exhibits A and B, and Exhibit A shall prevail over Exhibit B.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is provision of mechanical, electrical and plumbing (MEP) and related architectural and engineering disciplines design and construction administration services for various projects in Arlington County.

It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

3. PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the general control, review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. The Contractor shall not comply with requests and/or orders issued
by other than the Project Officer or designee. However, it shall be
the responsibility of the Contractor to manage the details of the
execution and performance of its Work under this Contract.

4. STANDARD OF CARE
In the performance or furnishing of professional services hereunder,
the Contractor and all its agents, shall exercise the degree of
skill and care normally accepted as professional practices and
procedures by members of the same profession currently practicing
under similar conditions in the same locality ("Customary Standard
of Care").

5. RESPONSIBILITY OF THE CONTRACTOR
The Contractor shall be responsible for the professional quality,
technical accuracy, and the coordination of all materials produced
and other services furnished by the Contractor under this Agreement.
The Contractor shall, without additional compensation, correct, or
revise any errors or deficiencies in the Work as defined in Exhibit
A (Scope of Services) or services provided, which are discovered
within a twelve-month period of final completion of Work.

6. RESPONSIBILITY FOR CLAIMS AND LIABILITIES
The County's review, approval, or acceptance of, or payment for, any
services required under this Contract shall not be construed to
operate as a waiver by the County of any rights or of any cause of
action arising out of the Contract. The Contractor shall be and
remains liable to the County for the accuracy and competency of plans,
specifications, or other documents, within the Customary Standard of
Care.

7. CONTRACT TERM
Work under this Agreement will commence upon execution of this
Agreement and be completed no later than June 30, 2011 ("Initial
Contract Term"), subject to any modifications as provided for in the
Contract Documents. Upon satisfactory performance of the Contractor
and with the concurrence of the Contractor, the County may, through
issuance of a Notice Of Award authorize continued operations of the
Contractor under the same contract unit prices for not more than
four (4) additional twelve (12) month periods from July 1, 2011 to
June 30, 2015 (Each period is referred to as "Subsequent Contract
Term"). Notwithstanding anything herein to the contrary, the
Contract Amount for each extension period shall be in an amount not
to exceed the funds appropriated for the Contract by the County
Board of Arlington County, Virginia for the Subsequent Contract
Term.

8. CONTRACT AMOUNT
The County will pay the Contractor for each assigned project in
accordance with the terms of the Payment paragraph anc Exhibit A and
based on the approved by the County Total Project Amount. This
amount will be derived from the Contractor's Billing Hourly Rates as
illustrated in Exhibit B. The Contractor agrees that the total
payment will not exceed the approved Total Project Amount,
regardless of the number of hours spent in the performance of the
tasks or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the approved Scope of Work for the assigned project, unless it is approved in writing by the County Project Officer. The Total Project Amount includes all of Contractor’s General Conditions cost and fee (Profit).

9. PROJECT WORK ASSIGNMENTS
The Contract will be used mainly by the Arlington County Facilities Design and Construction Bureau; however, it may be used by any other County Agency that needs the services covered by this Contract. The County has selected multiple Awardees to be considered for provision of architectural design and construction administration services under this Contract.

- For each separate work assignment, the Project Officer will develop a scope of work and evaluation criteria to be used to determine the most qualified and best suited Contractor for that particular assignment. The scope of work will include a description of the project, the deliverable items, and the estimated time limit for completion.

- The scope of work for each project assignment will identify permits, licenses, and approvals required. The Contractor shall obtain necessary permits, licenses, and approvals from all local, state and Federal authorities. County will be responsible for payment of permit fees.

- The Contractor(s) shall submit a proposal for the work within ten (10) calendar days (unless the assignment specifies a) to perform the work, provide a description of their proposed method of completing the work, identify and provide resumes of the staff proposed to be used in performance of the work on the assignment, and provide a binding schedule to complete the work. Awardees shall prepare a not-to-exceed proposal using the fully burdened hourly rates identified in Exhibit B, identifying the required tasks and the estimated number of hours necessary to complete the assignment. If the price proposal is unacceptable, the County will request a price proposal from the next best qualified contractor.

- The County reserves the right to issue a separate solicitation for any work assignment.

- The Contractor will only be authorized to proceed with work on an assignment, approved by the Project Officer, upon receipt of a County Purchase Order.

10. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due the Contractor unless such
adjustments have been made in writing by the County Project Officer. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) calendar days thereafter, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and is approved by the County Project Officer in writing and a County purchase order is issued to cover the cost of the services to be provided. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

11. REIMBURSABLE EXPENSES
The total amount paid for project related expenses shall be based on the unit rates in Exhibit B for those items included in the Total Project Amount for each assignment.

12. PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

13. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

14. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS
The Contract unit price(s) shall remain firm for the first thirty six (36) months of the Contract Term. The Contract unit price(s) for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. The unit prices of labor cost for each Subsequent Contract Term shall be determined by the County as hereinafter described in this paragraph. Any percentage of increase or decrease in negotiated prices for Subsequent Contract Terms shall not exceed: i) the percentage increase or decrease of the U.S. Department of Labor, Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) the twelve (12) month period ending in December of each Contract Year; or ii) five percent (5%); whichever percentage is lower.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of any Subsequent Contract Term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

15. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that
the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

16. NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

17. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

18. NOT-TO-EXCEED PROJECT COST
If required, The Contractor shall create and provide to the County detailed construction drawings, specifications and contract documents that will be sufficient for the County to obtain competitive bids that fall within ten Percent (10%) of the Contractor’s cost estimate accepted by the County for the work. This amount shall be referred to as the Not-to-Exceed Project Cost. If the lowest competitive bid exceeds the Not-to-Exceed Project Cost, and the County’s negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor shall redesign the Project and provide revised construction drawings and specifications at no additional cost to the County for a re-bid that will result in competitive bids that fall within the Not-to-Exceed Project Cost.

The Contractor’s final cost estimate shall be commensurate with the
level of design approved by the County. The Contractor shall submit a cost estimate at completion of Schematic Design and 75% Construction Documents. If any such cost estimate indicates a potential problem in securing a bid within the County’s construction budget, the Contractor shall notify the County and shall work with the County to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the budget. Substantial changes in the Project scope, such as those which affect the area or function of the proposed facility must be justified by the Contractor and approved by the County’s Project Officer.

19. PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor’s employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

20. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related 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.

B. 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.

C. 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.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates
their full participation in both publicly and privately provided services and activities.

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

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (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.

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 Arlington County Resolution, 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.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract is
terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

25. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to
which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

26. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of the Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.

27. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to, fires, riots, rebellions, natural disasters, wars, or an act of God, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to, fires, riots, rebellions, natural disasters, wars, or an act of God, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

29. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and
indemnify the County, and all of its officers, officials,departments, agencies, agents, and employees (collectively the
"County") from and against any and all claims, losses, damages,
injuries, fines, penalties, costs (including court costs and
attorney's fees), charges, liability, or exposure, however caused,
for or on account of any trademark, copyright, patented or
unpatented invention, process, or article manufactured or used in
the performance of this Contract, including its use by the County.
If the Contractor uses any design, device, or materials covered by
letters patent or copyright, it is mutually agreed and understood,
without exception, that the Contract price includes all royalties or
costs arising from the use of such design, device, or materials in
any way involved with the work.

30. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and
conveys to the County all right, title and interest, including the
sole exclusive and complete copyright interest, in any and all
copyrightable works created pursuant to this Agreement. The
Contractor further agrees to execute such documents as the County
may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County
by this paragraph are irrevocable. Notwithstanding anything else in
this Agreement, the Contractor’s remedy in the event of termination
of or dispute over the terms of this Agreement shall not include any
right to rescind, terminate or otherwise revoke or invalidate in any
way the rights conferred pursuant to the provisions of this
paragraph. Similarly, no termination of this Agreement shall have
the effect of rescinding, terminating or otherwise invalidating the
rights acquired pursuant to the provisions of this "Copyright"
paragraph.

The use of subcontractors or third parties in developing or creating
input into any copyrightable materials produced as a part of this
Agreement is prohibited unless the County approves the use of such
subcontractors or third parties in advance and such subcontractors
or third parties agree to include the provisions of this paragraph
as part of any contract they enter into with the Contractor for work
related to work under this Contract.

31. CONFIDENTIALITY AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership nor
any rights or interests to use or disclose the County’s data or
inputs.

The Contractor agrees that all information, findings, memoranda,
correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such Records to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

32. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
All copies shall be double-sided;
Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements
are acceptable);
The use of plastic covers or dividers should be avoided; and
Unnecessary attachments or documents not specifically asked for
should not be submitted, and superfluous use of paper (e.g. separate
title sheets or chapter dividers) should be avoided.

33. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington
County, Virginia, Purchasing Resolution, as well as any state or
federal law related to ethics, conflicts of interest, or bribery,
including by way of illustration and not limitation, the Virginia
State and Local Government Conflict of Interests Act, the Virginia
Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title
18.2 of the Virginia Code, as amended. The Contractor certifies
that its offer is made without collusion or fraud and that it has
not offered or received any kickbacks or inducements from any other
officer, supplier, manufacturer, or subcontractor and that it has
not conferred on any public employee having official responsibility
for this purchase any payment, loan, subscription, advance, deposit
of money, services, or anything of more than nominal value, present
or promised unless consideration of substantially equal or greater
value was exchanged.

34. COUNTY EMPLOYEES
No employee of Arlington County, Virginia shall be admitted to any
share or part of this Contract or to any benefit that may arise
therefrom which is not available to the general public.

35. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or
otherwise dispose of any award, or any or all of its rights,
obligations, or interests under this Contract, without the prior
written consent of the County.

36. APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in
all respects by the laws of the Commonwealth of Virginia and the
venue for any litigation with respect thereto shall be in the
Circuit Court for Arlington County, Virginia, and in no other court.
In performing the Work under this Contract, the Contractor shall
comply with applicable federal, state, and local laws, ordinances
and regulations.

37. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11
(“Licenses”) of the Arlington County Code.

38. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the
Commonwealth of Virginia during the term of this Contract.

39. INSURANCE REQUIREMENTS
The Contractor shall maintain the required insurance coverage during
the term of this Agreement.

Agreement No. 334-09-8
13
40. ACCESSIBILITY OF WEB SITE
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County’s presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: http://www.ada.gov/websites2.htm

41. RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the County for its employees.

42. ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

43. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

44. AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County’s audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

45. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based
organizations.

46. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

48. SURVIVAL OF TERMS
In addition to section in this Contract which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION.

49. NOTICES
All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:
TO CONTRACTOR:
Boggarm S. Setty, PE, President
Setty & Associates, Ltd.
3040 Williams Drive, Suite 600
Fairfax, Virginia 22031

TO COUNTY:
Richard D. Warren, Jr., Purchasing Agent
Arlington County
Suite 500, 2100 Clarendon Boulevard
Arlington, Virginia 22201

50. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

51. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

52. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

53. HEADINGS
Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SETTY & ASSOCIATES, LTD.

TAXPAYER ID NUMBER, SSN/EIN 54-1291305

AUTHORIZED SIGNATURE: __________________________  AUTHORIZED SIGNATURE: __________________________

NAME AND RICHARD D. WARREN, JR. NAME AND TITLE: PURCHASING AGENT TITLE: Boggarm S. Setty, P.E., President

DATE: 7/21/10 DATE: July 15 2010

Agreement No. 334-09-8
AGREEMENT NO. 334-09-8
EXHIBIT A

SCOPE OF WORK

MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS AND RELATED DESIGN DISCIPLINES

GENERAL

During the Contract Term, the County will identify various projects for which services will be required under this contract. Work for any given project may include one or more Project Tasks as well as any combination/sequence of Project Tasks identified below. Project scope will include coordination with departments internal to Arlington County Government, and may also involve presentations and meetings with citizen groups and review authorities external to County Government. Work will be performed primarily on County buildings.

The work performed under this contract will consist of several projects initiated by one of several Arlington County Project Officers. The Project Officer must create a separate Purchase Order ("PO") containing a memo rationalizing the project award decision for each project. The Contractor shall not initiate the work prior to issuance of a valid County Purchase Order (PO).

In each assign project the Contractor shall:

- Furnish preliminary studies, sketches, and layout plans and reports (including cost estimates) of proposed projects and all structures, utilities, and other items appurtenant thereto. The number of copies of the preliminary documents to be furnished to the County, and the time for review by the County, will be specified in each project assignment.

- Furnish the number of final sets, interim sets, and copies of the work specified in each task order.

- Assure complete, competent, properly coordinated, and thoroughly-checked design documents.

- Maintain security practices to prevent disclosure of information about projects under this contract to any individual or firm other than to County except as may be required to obtain quotations for materials and supplies for subcontract work.

- Perform specific tasks and provide applicable drawings, maps, illustrations, and other necessary data as specified in each project assignment.

The County Project Officer will provide the Contractor with the project assignment which shall include some or all of the following tasks:

- The scope of work for each project assignment will identify
permits, licenses, and approvals required. The Contractor shall obtain necessary permits, licenses, and approvals from all local, state and Federal authorities. County will be responsible for payment of permit fees.

- The Contractor shall furnish preliminary studies, sketches, and layout plans and reports (including cost estimates) of proposed projects and all structures, utilities, and other items appurtenant thereto. The number of copies of the preliminary documents to be furnished to the County, and the time for review by the County, will be specified in each project assignment.
- The Contractor shall furnish the number of final sets, interim sets, and copies of the work specified in each task order.
- The Contractor shall assure complete, competent, properly coordinated, and thoroughly-checked design documents.
- The Contractor shall maintain security practices to prevent disclosure of information about projects under this contract to any individual or firm other than to County except as may be required to obtain quotations for materials and supplies for subcontract work.
- The Contractor shall perform specific tasks and provide applicable drawings, maps, illustrations, and other necessary data as specified in each project assignment.

The services to be provided will be identified in the project assignment provided to the Contractor by the Project Officer. Typical Project Tasks are:

**PROJECT ANALYSIS:**
The Contractor shall conduct a analysis of project conditions based upon the data gathered and refine the data into a proposed project plan and supporting documentation sufficient to meet the County expectations.

**PROJECT PHASING PLAN:**
The Contractor shall study the available data and shall propose a project phasing plan that reflects the program needs and schedule. In developing the plan, the Contractor shall consider seasons of the year, demolition (if necessary) client schedule, availability of space, continuation of programs, and other applicable factors.

**DESIGN PHASE:**
The services provided in this phase may include some or all of the following:

- Design and engineering services for each phase of the project (concept, schematic, design development, construction documents and contract documents). Design shall be developed using computer based design depictions of each phase of the project and a narrative describing the project in sufficient detail for County staff review.
- The Contractor shall present this design at up to six (6) review meetings and to make refinements as required by the County.
- The design proposal shall be accompanied by overall project
cost estimates for all phases.

CONSTRUCTION ADMINISTRATION:
The Contractor shall provide Construction Administration services to include, but not limited to, the following:

- Attend bi-weekly progress meetings and other meetings as necessary to efficiently represent the County during project construction phase.
- Prepare reports from observations regarding constructability and design issues.
- Respond to construction contractor Requests for Information.
- Review Shop Drawings and Submittals required from the construction contractor and review and approve or reject with comments, as appropriate.
- Prepare and issue Field Orders and Change Orders, review construction contractor Change Order proposed pricing and provide the County Project Officer any recommended change in construction contract value for approved Change Orders.
- The Contractor shall ensure project construction complies with contract documents.
- Review construction contractor requests for payments and recommend action to County Project Officer.
- Prepare Project Punch Lists and Inspection Reports prior to approving Substantial Completion requests from the construction contractor.

POST-CONSTRUCTION SERVICES:
The post-construction services the Contractor shall provide includes, but not limited to, the following:

- Conduct a walk-through inspection with the construction contractor and Arlington County representatives to assess the completeness of the work.
- Where applicable, the Contractor shall provide a final documentation submission sufficient for the USGBC to certify a LEED rating for the project.
- Monitor commissioning of work performed by others.
- Review closeout documents and warranties.

SPACE PLANNING:
The Contractor shall provide space planning services to include, but not limited to the following:

- Evaluate existing spaces and prepare new space plans based on needs assessment.
- Coordinate scope of work, schedule, and costs with the County.

COST ESTIMATING:
The Contractor shall provide cost estimating services as follows:

- Prepare cost estimates that reflect the anticipated cost of the project.
• Provide revised cost estimates based on alternative design solutions.

CHANGE ORDER REVIEW:
The Contractor shall perform change order review services to include, but not limited to the following:
• Review change orders for completeness, verify scope of work and costs
• Make recommendations to the County.

PEER REVIEW OF CONTRACT DOCUMENTS:
The Contractor's responsibilities for peer review of contract documents shall include, but not limited to the following:

• Conduct reviews of contract documents to determine their accuracy and completeness in order to minimize changes to the contract documents during the bidding and construction phases.
• Identify constructability issues and offer solutions to ensure adequacy of the project for its intended use.
• Prepare comments and provide marked up documents to support findings and attend meetings to present findings.

FEASIBILITY STUDIES:
The Contractor shall perform feasibility studies to include, but not limited to, the following:
• Conduct investigation of MEP and related design discipline systems and features to determine the feasibility for use regarding a proposed project.
• Perform testing as required to determine the viability of use
• Prepare a report and supplemental documentation to support the findings.

CODE ANALYSIS:
The code analysis services to be provided by the Contractor shall include, but not limited to the following:

• Analyze existing conditions or new MEP and related design discipline system parameters for use in developing code compliance strategies
• Conduct code research and consult with local code agency to develop strategy for compliance.
• Document decisions and prepare code analysis sheets to support decisions. Include narrative for all disciplines. Text and drawings with symbols shall be used to representing findings.
• Submit project to the local code agency for review and approval.
• Attend meetings and submit additional information as required to insure project complies with codes.

PROJECT INTERNET SITE:

Agreement No. 334-09-8
The Contractor shall provide project internet services to include, but not limited to, the following:

- Provide technical expertise to develop and maintain project specific internet site.
- Coordinate with County for requirements regarding format and structure.
- Provide appropriate links to county and community web sites for viewing by the community and project managers.
- Provide levels of access to allow for management coordination and storage of information.

CODE EVALUATION:
Conduct independent review of MEP and related design discipline systems to confirm code compliance.

SCHEDULING:
Develop and track the progress of projects through schedule software such as Microsoft Project or Primavera Project Scheduler. Develop multiple scenarios' based on availability of resources.

SYSTEMS ASSESSMENTS:
The Contractor shall provide assessment services to include, but not limited to, the following:

- Conduct assessment of existing MEP and related design discipline’s system conditions to determine the extent of work to be performed.
- Prepare narrative reports with pictures and estimates to establish renovation budgets.
- Reference technical standards for work.

MEP CAPABILITIES TO INCLUDE:

- Develop complete mechanical and electrical systems design for individual projects
- Prepare energy models to evaluate alternative HVAC systems, provide cost-benefit models to recommend best value arrangements consistent with US Green Building Council LEED criteria
- Provide design review of proposed MEP design prepared by others for individual projects; provide critique of energy performance, equipment selection and related topics as requested by the County
- Assist the County in development of MEP design standards and control system architecture and standards.

Additionally, capabilities shall include load calculations, fuel oil distribution design, energy modulating lighting design, controls, power distribution and generation (generators), sound and vibration analysis, A/V, security and CCTV system design etc.
### Position Description vs Hourly Rate

#### Mechanical

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Hourly Rate</th>
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<td>Mechanical Engineer</td>
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<td>Administrative/clerical</td>
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#### Architectural

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#### Structural

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<td>Lab Manager</td>
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<td>Graphics</td>
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**SUSTAINABILITY / LEED CONSULTANT - GREENSHAPE**

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<td>Research Associate</td>
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**ELEVATOR DESIGNERS - LERCH BATES**

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**ACOUSTICS CONSULTANT - POLYSONICS**

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<tbody>
<tr>
<td>Principal Acoustics Consultant</td>
<td>$234.76</td>
</tr>
<tr>
<td>Vice President Acoustics</td>
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<tr>
<td>Senior Acoustics Consultant</td>
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<td>Technical Assistant</td>
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<tr>
<td>Administrative/clerical</td>
<td>$47.18</td>
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**TECHNOLOGY CONSULTANT - POLYSONICS**

<table>
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<tbody>
<tr>
<td>Principal Audiovisual Consultant</td>
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<tr>
<td>Vice President Audiovisual</td>
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<td>CAD Design</td>
<td>$44.60</td>
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<tr>
<td>Technical Assistant</td>
<td>$50.92</td>
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<tr>
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**THERMOGRAPHY - Mason Grant**
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<td>Senior Thermographer</td>
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**OTHER RATES/UNIT PRICES THE COUNTY WILL ONLY REIMBURSE COSTS OF PRINTING ORDERED BY THE COUNTY FOR ITS OWN USE**

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<td>$1.25</td>
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<tr>
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<tr>
<td>Electronic copy - DWG (per sheet)</td>
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<td>Hardcopy printing - Velum (SF)</td>
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<td>Hardcopy printing - Mylar (SF)</td>
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<td>Photocopies-Color 8½ x 11 (ea)</td>
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<tr>
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Solicitation #334-09
Metropolitan Washington Council of Governments Rider Clause
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

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**VENDOR NAME:** Setty & Associates, Ltd.