NOTICE OF AWARD OF CONTRACT

TO: MCDONNELL LANDSCAPE, INC.
PO BOX 400
BROOKEVILLE, MD 20833

DATE ISSUED: MARCH 7, 2011
CURRENT REFERENCE NO: 3-11LW

CONTRACT TITLE: PRCR - MOWING SERVICES-NW DISTRICT
PRIOR REFERENCE NO: N/A

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 the response submitted by you on January 5, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JANUARY 31, 2012.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 3-11LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO CONTRACTOR'S BID FORM.
2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-W.

ATTACHMENTS:
1) CONTRACTOR'S BID FORM
2) SCOPE OF SERVICES
3) CONTRACT TERMS AND CONDITIONS

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

VENDOR CONTACT: JORGE A. LOPEZ
VENDOR TEL. NO.: 301-924-2600
VENDOR FAX. NO.: 301-924-7029

VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 522014215
EMAIL ADDRESS: JORGE@MCDONNELLLANDSCAPE.COM

COUNTY CONTACT: HELENA GILBERT
COUNTY TEL. NO.: 703-228-7981

CONTRACT AUTHORIZATION
Maryam Zahary
Procurement Officer

DATE 3/7/2011
DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 3-11 LW

REvised BID FORM

SUBMIT TWO (2) SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., ON JANUARY 5, 2011

FOR PROVIDING GRASS MOWING AND TURF MANAGEMENT PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

<table>
<thead>
<tr>
<th>I PARKS, OPEN SPACE, COMMUNITY/RECREATION FACILITIES</th>
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<tbody>
<tr>
<td>A MOWING ALL 7 DAY CYCLE LOCATIONS</td>
<td>$82,800.00</td>
<td>LUMP SUM</td>
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<tr>
<td>B MOWING ALL 30 DAY CYCLE LOCATIONS</td>
<td>$2,100.00</td>
<td>LUMP SUM</td>
</tr>
<tr>
<td>C MECHANICAL EDGING</td>
<td>$500.00</td>
<td>LUMP SUM</td>
</tr>
<tr>
<td>D BERMUDA FIELD-REEL MOWING</td>
<td>$15,900.00</td>
<td>LUMP SUM</td>
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| II SCHOOLS                                           |          |          |
| A MOWING ALL 7 DAY CYCLE LOCATIONS                  | $54,250.00 | LUMP SUM |
| B MOWING ALL 30 DAY CYCLE LOCATIONS                  | $0        | LUMP SUM |

| III FIRE STATIONS                                    |          |          |
| A MOWING ALL 7 DAY CYCLE LOCATIONS                  | $1,200.00  | LUMP SUM |
| B MECHANICAL EDGING                                  | $300.00   | LUMP SUM |

| IV STREET ISLANDS & UTILITY STRIPS                   |          |          |
| A MOWING ALL 7 DAY CYCLE LOCATIONS                  | $20,500.00 | LUMP SUM |
| B MOWING ALL 30 DAY CYCLE LOCATIONS                  | $2,200.00  | LUMP SUM |

| V OSS. FACILITIES                                     |          |          |
| A MOWING ALL 7 DAY CYCLE LOCATIONS                  | $0        | LUMP SUM |

| VI DHS. FACILITIES                                    |          |          |
| A MOWING ALL 7 DAY CYCLE LOCATIONS                  | $2,000.00  | LUMP SUM |

| VII LIBRARIES                                        |          |          |
| A MOWING ALL 7 DAY CYCLE LOCATIONS                  | $1,200.00  | LUMP SUM |
| B MECHANICAL EDGING                                  | $150.00   | LUMP SUM |

TOTAL FOR MOWING AND RELATED SERVICES: $183,100.00

BIDDER’S NAME: McDonnell Landscape, Inc.

3-11 LW
AMENDMENT NO. 3
BID FORM PAGE 2 OF 8

CONTRACT UNIT PRICES (FOR CONTRACT ADJUSTMENTS DURING CONTRACT TERM):

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Rate</th>
<th>Unit</th>
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<tbody>
<tr>
<td>1</td>
<td>MOWING PER ACRE, 7 DAY CYCLE:</td>
<td>$48.00</td>
<td>/ ACRE</td>
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<tr>
<td>2</td>
<td>MOWING PER ACRE, 30 DAY CYCLE:</td>
<td>$56.00</td>
<td>/ ACRE</td>
</tr>
<tr>
<td>3</td>
<td>MOWING PER ACRE, MULCHING MOWER 7 DAY</td>
<td>$55.00</td>
<td>/ ACRE</td>
</tr>
<tr>
<td>4</td>
<td>GRASS CLIPPING REMOVAL PER ACRE</td>
<td>$125.00</td>
<td>/ ACRE</td>
</tr>
<tr>
<td>5</td>
<td>MECHANICAL EDGING</td>
<td>$110</td>
<td>/ LNFT</td>
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<tr>
<td>6</td>
<td>FERTILIZATION</td>
<td>$225.00</td>
<td>/ ACRE</td>
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<td>7</td>
<td>WEED CONTROL</td>
<td>$225.00</td>
<td>/ ACRE</td>
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<tr>
<td>8</td>
<td>AERATION</td>
<td>$150.00</td>
<td>/ ACRE</td>
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<tr>
<td>9</td>
<td>OVERSEEDING</td>
<td>$350.00</td>
<td>/ ACRE</td>
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<tr>
<td>10</td>
<td>LEAF REMOVAL</td>
<td>$400.00</td>
<td>/ ACRE</td>
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<tr>
<td>11</td>
<td>Bermuda Field-Reel Mowing</td>
<td>$60.00</td>
<td>/ ACRE</td>
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The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
Please mark one:

(   ) No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

(   ) Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

BIDDER'S NAME: McDonnell Landscape, Inc.

3-11LW
AMENDMENT NO. 3
If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

All Technical Data excluding pricing
is Proprietary, Note The
NON-DISCLOSURE STATEMENT ON
FRONT COVER

State the specific reason(s) why protection is necessary:

Data That is Technical is Proprietary
As was costly to assemble

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

Jorge A. Lopez
P.O. Box 400
Brookeville, MD 20833

BIDDER’S NAME: McDonnell Landscape, Inc.
THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE INCLUDED WITH THIS BID FORM. INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE

Jorge A. Lopez

PRINT NAME AND TITLE

Jorge A. Lopez, Vice President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): Jorge A. Lopez

TITLE: Vice president

E-MAIL ADDRESS: Jorge@mcدونnelllandscape.com

TEL. NO.: 301-924-2600 Ext. 203

SUBMITTED BY: (LEGAL NAME OF FIRM) McDonnell Landscape, Inc.

ADDRESS: P.O. BOX 400

CITY/STATE/ZIP: Brookeville, MD 20833

TELEPHONE NO.: 301-924-2600

FACSIMILE NO.: 301-924-7029

TAX ID NUMBER (EIN/SSN): 52-2014215

THIS FIRM IS A: • INSERT NAME OF STATE MARYLAND

☑ CORPORATION, □ GENERAL PARTNERSHIP, □ LIMITED PARTNERSHIP,

□ UNINCORPORATED ASSOCIATION, □ LIMITED LIABILITY COMPANY,

☐ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? Yes

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: F148717 - 4

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? No

BIDDER STATUS: MINORITY OWNED: ☐ WOMAN OWNED: ☐ NEITHER: ☑
Solicitation # 3-11LW  
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.

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<thead>
<tr>
<th>JURISDICTION</th>
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<tr>
<td>ALEXANDRIA, VIRGINIA</td>
<td>MANASSAS, VIRGINIA</td>
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<td>ALEXANDRIA PUBLIC SCHOOLS</td>
<td>CITY OF MANASSAS PUBLIC SCHOOLS</td>
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<tr>
<td>ALEXANDRIA SANITATION AUTHORITY</td>
<td>MANASSAS PARK, VIRGINIA</td>
</tr>
<tr>
<td>ARLINGTON COUNTY, VIRGINIA</td>
<td>MARYLAND-NATIONAL CAPITAL PARK &amp; PLANNING COMM.</td>
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<tr>
<td>ARLINGTON COUNTY PUBLIC SCHOOLS</td>
<td>METROPOLITAN WASHINGTON AIRPORTS AUTHORITY</td>
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<tr>
<td>BOWIE, MARYLAND</td>
<td>METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS</td>
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<td>BLADENSBURG, MARYLAND</td>
<td>MONTGOMERY COLLEGE</td>
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<td>CHARLES COUNTY PUBLIC SCHOOLS</td>
<td>MONTGOMERY COUNTY, MARYLAND</td>
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<td>COLLEGE PARK, MARYLAND</td>
<td>MONTGOMERY COUNTY PUBLIC SCHOOLS</td>
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<td>CULPEPER COUNTY, VIRGINIA</td>
<td>NORTH RIDGE</td>
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<td>DISTRICT OF COLUMBIA</td>
<td>PRINCE GEORGE’S COUNTY, MARYLAND</td>
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<td>DISTRICT OF COLUMBIA COURTS</td>
<td>PRINCE GEORGE’S PUBLIC SCHOOLS</td>
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<td>DISTRICT OF COLUMBIA PUBLIC SCHOOLS</td>
<td>PRINCE WILLIAM COUNTY, VIRGINIA</td>
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<td>PRINCE WILLIAM COUNTY PUBLIC SCHOOLS</td>
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<td>FAIRFAX COUNTY WATER AUTHORITY</td>
<td>PRINCE WILLIAM COUNTY SERVICE AUTHORITY</td>
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<td>FALLS CHURCH, VIRGINIA</td>
<td>ROCKVILLE, MARYLAND</td>
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<td>FAUquier COUNTY, VIRGINIA SCHOOLS &amp; GOVERNMENT</td>
<td>SPOTSYLVANIA COUNTY SCHOOLS</td>
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<td>FREDERICK, MARYLAND</td>
<td>STAFFORD COUNTY, VIRGINIA</td>
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<td>FREDERICK COUNTY, MARYLAND</td>
<td>TAKOMA PARK, MARYLAND</td>
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<tr>
<td>GAITHERSBURG, MARYLAND</td>
<td>UPPER OCQUEAN SEWAGE AUTHORITY</td>
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<tr>
<td>GREENBELT, MARYLAND</td>
<td>VIENNA, VIRGINIA</td>
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<tr>
<td>HERndon, VIRGINIA</td>
<td>VIRGINIA RAILWAY EXPRESS</td>
</tr>
<tr>
<td>LEEsBURG, VIRGINIA</td>
<td>WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY</td>
</tr>
<tr>
<td>LOUDOUN COUNTY, VIRGINIA</td>
<td>WASHINGTON SUBWAY RAILWAY COMMUTER CORPORATION</td>
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<tr>
<td>LOUDOUN COUNTY PUBLIC SCHOOLS</td>
<td>WINCHESTER, VIRGINIA</td>
</tr>
<tr>
<td>LOUDOUN COUNTY SANITATION AUTHORITY</td>
<td>WINCHESTER PUBLIC SCHOOLS</td>
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</tbody>
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BIDDER’S NAME: McDonnell Landscape, Inc.
WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCUPIED PROPERTY SHALL NOT BE LOWER THAN

$12.75 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410
AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

$12.75 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. 703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201
ARLINGTON COUNTY

CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: ____________ to ____________

Contract Number: ___________________________ Date: ____________

Company Name and Address: ____________________________

Authorized Signature: ___________________________ Printed Name: ___________________________

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
</tr>
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<tbody>
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By signing this form, the above-listed company certifies that the information provided is accurate and complete.
SCOPE OF SERVICES

The Contractor shall perform grass mowing, and general turf management services at various locations in Arlington County identified in the enclosed list. Services performed shall follow industry standards for the mowing and landscape industry. Services shall be performed on County owned park land, athletic fields, schools, fire stations, libraries, health centers, street right-of-ways, and public open spaces.

Services shall include, by way of illustration and not limitation, general cleanup of all areas prior to mowing (trash pick up and disposal), grass mowing, trimming, mechanical edging, removal or dispersal of heavy or clumped grass clippings after mowing, leaf removal, limited pruning, weed control and removal of clippings on sidewalks, landscaped beds, parking lot areas and public street ways.

GENERAL SPECIFICATIONS

1. MOWING SEASON:
Mowing takes place from approximately March 25th to November 16th of each contract year (approximately 34 weeks). Adjustments to the starting and ending dates will be negotiated by the Project officer and paid for at the rate bid.

2. TRASH AND DEBRIS:
Prior to beginning of mowing operations, the Contractor shall perform general cleanup of trash and debris from all areas of mowing/landscaping responsibility, including curb and gutter areas and adjacent border areas.

a. Examples of trash and debris that the Contractor shall remove include, but is not limited to, brush, bottles, paper, plastic items, cans, metal objects, tires, auto parts, asphalt, concrete, rocks and broken glass.

b. Brush, construction, or other debris dumped on or contiguous (in front of the work site such as in front of an area which might be the curb and gutter area) to sites covered by this Contract which is less than 10 cubic feet per pile shall be removed by the Contractor. Brush or construction debris in excess of 10 cubic feet per pile shall be removed by the County. The Contractor shall contact the Contract Officer on the same day that piles of debris are discovered.

c. Furniture, appliances and auto parts in excess of 100 pounds for each part shall be removed by the County. The Contractor shall notify the Contract Officer on the same day that such items are discovered. Parts weighing less than 100 pounds shall be removed by the Contractor.

d. Any heavy or clumped grass clippings and brush collected in mowing areas shall be picked up, removed from the site and disposed of in a legal manner at the Contractor’s expense. Grass clippings shall be directed away from ground level.
HVAC units, landscaped areas, streets, parking lots, playgrounds and sidewalks. All clippings blown into these areas shall be gathered and disposed of in a legal manner at the Contractor's expense.

3. **GRASS HEIGHT:**

Grass shall be cut to a height of 2-1/2 inches throughout the mowing season with the exception of Bermuda grass on athletic fields, which shall be cut to a height of 1 1/2 inches. The fields with Bermuda grass will be identified by staff during the Pre-Bid Conference tour and during performance. Grass heights may be elevated to 3-1/2 inches during dry spells at specified locations by permission from the Contract Officer. Such exceptions will not affect the contract price. Mowers and string trimmers shall not hit trees at any time during mowing operations. Steep slopes, as identified by County staff, located within all "7" day areas, shall be mowed twice per month using string trimmers where required by the severity of the slopes.

4. **TRIMMING:**

Trimming shall be performed as specified in the above paragraph around all trees, fences, signs, posts, poles, sidewalks, bike paths, school and park equipment and from the top of all street curbs either by hand or with a string trimmer when each mowing is performed. Athletic field fence lines shall be trimmed to remove all sucker growth of 2" diameter or less. Trimming around trees shall be accomplished without damage to tree bark, roots, limbs or mulch. A narrow 6 inch (6") band of grass around standing objects (non-living) may be sprayed with a post emergent herbicide when approved by the Contract Officer.

5. **MECHANICAL EDGING:**

Mechanical edging shall be performed once per month at all Fire Stations, Libraries and main entrances to all Community Centers for a total of eight (8) edgings per contract year. All spoils generated by mechanical edging shall be removed from the site and disposed of in a legal manner at the contractor's expense. This mechanical edging will replace the string-trimming requirement during the mowing cycle for the affected areas. String-trimmers are not acceptable substitutes for mechanical edgers. The purpose of this is to maintain a crisp edge between the hard surface and turf areas. Designated areas will be identified by the County staff during the Pre-Bid Conference tour and during performance.

6. **MOWING MAINTENANCE AREAS**

Mowing shall be performed as specified for each location.

(a) Parks, Schools, Athletic Fields-including infields, Recreation Centers, Nature Centers, Libraries, Health Centers and Fire Stations shall be mowed on a 7 calendar day cycle at each location per mowing season (1 mowing per week at each location) except during the period of July 1 through November 15 when the 7 calendar day cycle will be changed to a 14 calendar day cycle, except at locations with irrigation systems which will remain on the 7 calendar day cycle. All Bermuda grass fields shall be cut twice per week between June 1 through October 1. All Bermuda grass
fields shall be cut twice per week between June 1 through October 1. The field locations shall be identified during the pre-bid conference tour and during performance. All designated areas on school grounds and athletic fields shall be mowed and trimmed under this contract. Designated areas will be identified by the County during the site tour and during performance. Athletic field use shall be relinquished to the Contractor as scheduled per notification to the Contract Officer. If the Contractor attempts to mow an athletic field and is instructed by a school or County field supervisor "NOT TO CUT", the Contractor shall obtain the signature, title, date and time of the school or County representative and leave the site. The Contractor, by obtaining the above information will then be considered to have met the specifications for that location. These locations are identified by "7" in the Frequency column on the location list. The Contractor shall remove tree limbs and shrub vegetation, up to 5 feet (5') high, adjacent to all "7" day grass mowing locations in order to prevent encroachment and to maintain grass mowing perimeters.

(b) Areas to be moved on a one per month cycle, or approximately eight mowings per mowing season (minimum of one mowing per month) are identified on the location list by "30" in the Frequency column. These areas shall be mowed prior to the 15th of the month. The Contractor shall remove tree limbs and shrub vegetation, up to 8 feet (8') high, adjacent to all "30" day grass mowing locations in order to prevent encroachment. The Contractor shall maintain/prune back all vegetation, including tree limbs, from street curbs and/or paved areas a minimum of 3 feet (36').

(c) Areas to be mechanically edged will be identified by the County staff during the Pre-Bid Conference tour and during performance. The Contractor shall maintain a clean and neat edge along all curbs and sidewalks specified. No grass or other debris shall be visible on the sides of the curbs and sidewalks or other areas designated.

(d) Fertilization of identified turf areas, excluding athletic fields, shall be with a professional quality, granular fertilizer containing at least 50% slow release Nitrogen, Water Insoluble Nitrogen(WIN) with an NPK proportion of 4-1-2. All applications will have a minimum Nitrogen content of 20% by weight e.g., 24-6-12. A total of 3 pounds of actual nitrogen/1000 sq. feet/year shall be applied in split applications. 1.5 pounds of nitrogen shall be applied between August 15th and September 15th of each contract year. An additional 1.5 pounds of nitrogen shall be applied between October 1st and November 1st of each contract year.

EXCEPTIONS: No fertilizer shall be applied during periods of extended drought. Where fall overseeding has occurred, a "starter" fertilizer containing approximately 10 % slow release Nitrogen should be used in place of the above for the Aug.-Sept. application. Where soil test reports show phosphorus to be ample or excessive, a slow release
fertilizer containing nitrogen-only should always be used to protect water quality. The scheduling and application of fertilizers shall be coordinated with the Contract Officer or designee.

(e) All identified turf areas shall be sprayed with a liquid formulation of a wide spectrum broadleaf weed killer between Sept. 15 and October 15 of each contract year. Granular formulations of same shall not be substituted. Annual grassy weeds such as crabgrass and goosegrass shall be controlled using granular application of pre-emergent herbicides between March 15 and April 15. Annual broadleaf weeds such as knotweed shall be controlled using similar application of broadleaf weed killer in May. All herbicide applications must be done in accordance with the laws and guidelines of the Virginia Department of Agriculture and Consumer Services and following all label directions.

EXCEPTIONS: Where overseeding has occurred in spring, the Contractor shall use pre-emerge product containing siduron for crabgrass control. Where overseeding has occurred in late summer-early fall, contractor will wait until turf is mowed 3 times before applying broadleaf weed killer. The scheduling and application of herbicides shall always be coordinated with the Contract Officer or designee.

(g) All designated turf areas will be over-seeded between August 15th and September 15th with a certified seed or seed blend according to current Virginia Turf grass Variety Recommendations as published by Virginia Tech. The blend will be determined based on existing turf in each location. Where tall fescue predominates, a mixture of 90% tall fescue with 10% low maintenance bluegrass varieties will be seeded at a rate of 6#/1000 square feet. No one variety of tall fescue will make up more than 30% of the mixture. Where bluegrass or ryegrass predominates, a mixture of 85% bluegrass and 15% perennial ryegrass will be used, where no one variety of bluegrass makes up more than 25%. The scheduling and performance of overseeding shall always be coordinated with the Contract Officer or designee.

(h) All designated areas receiving fertilization and weed control shall have soil test samples taken by the contractor during the month of December of each contract year and sent to Virginia Tech, Department of Agronomy for complete analysis of nutrients and provide the test results to the Contract Officer or designee for discussion of the needs for any supplemental nutrients and soil amendments and the timing of such application.

(i) All designated areas shall have leaf removal performed three times per year on or about October 30th, November 15th, and December 15th. Designated areas will be identified by the County during the site tour and during performance. All leaves collected during this operation shall be disposed of in a legal manner at the contractor's expense.

(j) Street Islands shall be mowed with "Mulching Type", "Rear
Discharge", or "Blocked Side Discharge Type" grass mowing equipment to prevent grass clippings from being deposited into the street or curb and gutter areas. No grass clippings shall be left in the curb or gutter area.

7. **SPECIAL ASSIGNMENTS:**
Mowing assignments for special events shall be paid at the bid cost for each item assigned. Special assignments and assignments based on citizen complaints shall be acted upon by the Contractor within 24 hours after notification by the County.

8. **SAFETY OF PERSONNEL AND EQUIPMENT:**
All Equipment used in this contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements. All Contractor employees shall wear Virginia OSHA-approved orange safety vests to alert traffic of their presence. "Mowing Operation" signs approved by the County shall meet all applicable state and local requirements. "Mowing Operation" signs shall be utilized along roadways and trails. Safety to the public is of utmost importance. The County reserves the right to stop the Contractor from performing work for failure to observe applicable safety precautions. Work may not resume until approval is given by the County Project Officer that applicable safety measures are in place.

9. **PERMITTED HOURS OF PERFORMANCE:**
Mowing under this contract shall be performed on Mondays through Fridays between 7:00 a.m. and 6:00 p.m., and Saturday between 10:00 a.m. and 6:00 p.m., Holidays between 10:00 a.m. and 6:00 p.m., unless a special exemption from the County Noise Ordinance is obtained by the Contractor or issued by the County.

Mowing Maintenance on State Highways in Arlington County shall be performed on Monday through Friday between 9:30 a.m. and 3:30 p.m. with NO MOWING to occur on Saturdays, Sundays or Holidays. State Highways will be identified by the Contract Officer or designee during performance.

10. **REPORTING DANGEROUS CONDITIONS/SITUATIONS:**
Dangerous and unusual situations in mowing and/or landscaping areas shall be reported to the Contract Officer as soon as practicable by telephone or at the latest, the next morning’s meeting.

11. **WALKWAYS AND THOROUGHFARES:**
Walkways and thoroughfares shall be left in a clean and safe manner. Parking lots, tennis courts, basketball courts, sidewalks, bike trails, running tracks and all mulched beds shall be free of grass clippings after mowing.

12. **DAMAGES BY CONTRACTOR:**
Damage to turf areas or County Facilities (e.g.: flower beds, hedges, demonstration areas, shrubs or specialized landscaping) as a result of mowing operations shall be reported to the Contract Officer or designee (telephone, voice-mail, or fax) within 24 hours and repaired or replaced within two weeks of date of damage (one week if damage presents a safety hazard to facility users) by the Contractor at no cost to the County.
Failure to repair the damaged areas will result in withholding the amount of the cost of repair by County forces from a subsequent monthly payment due to the Contractor.

13. **KEYS:**
Keys for park gates will be provided initially by the County. All gates shall be locked after mowing that area. The Contractor shall pay for the cost of replacement for lost keys, locks or lock posts.

14. **DEAD ANIMALS:**
The Arlington Animal Welfare League will remove dead animals. The Contractor shall contact the League for removal at (703) 931-9241.

15. **GRASS CLIPPINGS:**
Light deposits of grass clippings (2" or less) may be dispersed in place on grass. All hard surfaces shall be cleared of leaves and clippings. Leaves may be left on grass provided they are completely mulched during the mowing process. Heavy grass clippings or clumps (2" or more) left on turf areas shall be removed and disposed off-site.

16. **SCHEDULES:**
The Contractor shall provide mowing schedules on a location check-off list to the Contract Officer on a daily and/or weekly basis. The schedule and check-off list of areas mowed is the official record of locations and frequencies maintained during the monthly billing period. Each daily work list shall include the service location number and name. The Contractor crew leader shall check in each workday prior to 8:00 AM with the Contract Officer or County representative to confirm that day’s mowing locations and to confirm the previous day’s work completed. Variations from the schedule will be allowed only with 24 hours notice by telephone to the Contract Officer.

Before the start of the contract the Contractor shall, at no charge to the County, provide and install means of two-way instant communication between the Contractor Crew Leader and the County Contract Officer or designee. Cell phones, Nextel radio/phone and portable radios; by way of illustration and not limitation are acceptable means of such instant communication.

No grass mowing equipment shall be used when an Air Quality Forecast from the Metropolitan Washington Council of Governments is "Code Orange" or "Code Red". During this “Code Orange” or “Code Red” forecast, the Contractor shall perform all other services required at Mowing Maintenance Areas as specified. When the "Code Orange" or "Code Red" Forecast is lifted the contractor will resume grass mowing operations at the point where they stopped on the day prior to the “Code Orange” or “Code Red” Forecast. An exemption to this will be made by the Project Officer to address any safety issues.

The Contract Officer shall advise the Contractor when wet weather conditions preclude the operation of the Contractor’s equipment on grass and shall change the mowing schedule for that day to
minimize damage to the turf. Changes in the mowing schedules necessitated by wet conditions shall not release the Contractor from performing any services per contract specifications.

Failure of the Contractor to provide the Contract Officer or County representative with the required daily and/or weekly maintenance schedule with location check-off list for each work day, will result in a deduction from any compensation due to the Contractor by the County of $100.00 as liquidated damages and not as a penalty.

17. HERBICIDES and PESTICIDES.
The Contractor shall apply all herbicides and pesticides according to Federal, State and Local laws, regulations and label directions. A complete list of all herbicides and pesticides used shall be made available to the County whenever requested by the Contract Officer. The MSDS data sheets shall be provided whenever requested to the County.

18. INCREASE IN CONTRACT:
The County may add up to two (2) additional acres to this contract at no additional cost during the contract term. Should more than two acres be added, the additional acreage over two acres shall be paid for at the "mowing-per-acre" price for the increased area.

19. DECREASE IN CONTRACT:
The County may delete up to two (2) additional acres to this contract at no additional cost during the contract term. The "mowing-per-acre" unit price will be used by the County to determine adjustments for deletions from the Contract.

20. SPECIAL REQUESTS:
Special call back work in addition to the regular mowing schedule will be computed by the County at the contract "mowing-per-acre" unit price.

21. CONDUCT OF EMPLOYEES:
Employees engaged in mowing operations under this Contract shall at all times be courteous to the general public and to residents of properties abutting the contract mowing areas. They shall exercise caution to assure that their operations do not cause any safety hazard to the public and shall maintain operations in a manner that will cause the least interference with users.

22. DESIGNATED AREAS:
The Contractor shall perform the type of work or services as identified on the attached location list and/or from the attached maps. The areas are described on the list and the County will assist the selected Contractor in locating each location during the first two weeks of the contract. Additions or deletions from the location list and their costs will be contained in a written notice issued to the Contractor by the County.

23. PAYMENT:
Invoices shall be submitted on the last workday of each month to the County for 1/8th or 1/12 of the total annual contract price (at the Contractor's option). The invoice shall describe the
work performed in accordance with the contract requirements and include the Purchase Order number. When a payment method is selected by the Contractor, it shall remain in place for the balance of that contract year. Additional charges approved by the County for unit-price work shall be a part of the invoice. Any deductions, as specified in these contract specifications, incurred during the billing period shall be identified and deducted by the County from the current or subsequent monthly payment due to the Contractor. The County may require correction and re-submission of any invoice deemed inaccurate or deficient.

24. PRICE:
Bidders shall submit a lump sum; annual price for all mowing locations. Bidders also shall submit unit prices for mechanical edging per 1000lf (linear feet), fertilization, seeding, leaf removal, weed control, aeration, mowing and for removal of grass clippings shall be priced per acre.

25. CONTRACT PERFORMANCE:
Failure of the Contractor to perform the work within the daily and/or monthly service schedules for any reason other than weather, natural disaster or prior approval from the Contract Officer, or failure to comply with the specifications of this contract will result in the assessment of liquidated damages in the amount of $50.00 for each type of grass mowing service not performed in compliance with the specifications, for each location or the deduction of the per acre price for the affected location, whichever is greater. The Contract Officer will notify the Contractor of such failure, and the Contractor will have 24 hours from such notice to correct the default before liquidated damages are assessed.

The County reserves the right to inspect all operations under this Contract and to withhold payments for any work which is considered not in accordance with specifications. Payments withheld for this reason will be released upon receipt of satisfactory evidence (site inspection by the County Contract Officer) that the work has been corrected to the County's satisfaction. Corrective work shall occur within 24 hours of any schedule for the location requiring correction at no additional cost to the County or shall be done within 24 hours of notice to the Contractor by the County. The Contractor agrees that telephone notice by the County to the Contractor shall be adequate to enforce this provision. Repeated violations (more than four callbacks within any calendar month or non-performance of any scheduled work or repair work for two weeks) shall result in immediate review by the contractor and County and can result in cancellation/termination of the Contract.

26. GENERAL INFORMATION:

a. The "one time mowing-per-acre for 7 day locations" price shall be used to charge the County for one time mowing and for increases or decreases of locations covered by the Contract, as specified in items 13 and 20.

b. The "one time mowing-per-acre for 30 day locations" price
shall be used to charge the County for one time mowing and for increases or decreases of locations covered by the Contract, as specified in items 19 and 20.

c. The "removal-of-clippings" price per acre shall be used to charge the County for special requests made by the Contract Officer for clipping removal.

d. All School property has been designated as "No Smoking" areas. No smoking shall be permitted on school property.

e. Speed of mowing equipment on school grounds shall be kept to a minimum speed to ensure the safety of students that may be in the area of the mowing operation.

f. All Community Canine Areas shall be serviced between 9:am and 3:00pm only.
CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 3-11 LW.

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 the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement".

2. CONTRACT TERM
Work under this Agreement will commence February 1, 2011 and be completed no later than January 31, 2012 ("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 February 1, 2012 to January 31, 2016 (Each period is referred to as "Subsequent Contract Term").

3. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 3-11 LW at the prices provided in the Bid of the Contractor.

4. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS
The Contract unit price(s) shall remain firm for the Initial 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. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry (Table 9, Construction group).

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) that 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 Subsequent Contract Term.

5. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall
be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

6. PROJECT STAFF
The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer 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 the sole responsibility of the Contractor.

7. BACKGROUND CHECK
Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

8. 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 by a written amendment to the Contract signed by the County and the Contractor. 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 notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor 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 a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment.

9. PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar 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
services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the purchase order by which authority services have been 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 Work by the County.

10. **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) calendar 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 8.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 as those contained herein 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.

11. **NON-APPROPRIATION**
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 non-appropriation of funds by the County Board of Arlington County for the services provided under this Contract or substitutes for such 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 shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent 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 set forth in this Contract.

13. 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 services without a signed County purchase order do so at their own risk. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

14. WARRANTY
All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall make evidence of all manufacturers' warranties available upon demand. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the guaranty, unless otherwise agreed in writing by the County and the Contractor in a signed writing.
15. **INSPECTION, ACCEPTANCE AND TITLE**

Inspection and acceptance of materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored off-site by the Contractor.

Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem advisable to assure that materials conform to the specifications.

No materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.

16. **WORK SITE DAMAGES**

Any damage to property, whether owned by the County or others, resulting from the Work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.

17. **CLEANING UP**

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

18. **OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the Work is found to be deficient in any of the applicable state or federal
occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

19. **HAZARDOUS MATERIALS**
Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such Material Safety Data Sheets shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when Material Safety Data Sheets have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. The Contractor shall comply with all federal, state, and local laws governing toxic and hazardous materials.

20. **HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL**
The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site.
operator as required.

21. **SAFETY**
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

22. **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.

23. **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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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 $10,000.00, so that these provisions will apply to each subcontractor or vendor.

24. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

25. **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 marijuana or any other controlled substance 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 $10,000.00 relating to this Contract, 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 by Arlington County, 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.

26. **UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall,
on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

27. **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 may be 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.

28. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County 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.

29. 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 this 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 any settlements or payments made.

30. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
The Contract confers no rights to the Contractor of ownership nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, 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 County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials 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.
31. **ETHICS IN PUBLIC CONTRACTING**
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia 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 (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-496.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). 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 offeror, 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.

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

33. **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 and outside the scope of the Contractor’s then-current disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its 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.

34. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.

35. **RELATION TO THE 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, 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.

36. **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 services purchased or acquired by the County under this Contract.

37. **REPORT STANDARDS**
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer 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 thirty percent (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.

38. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

39. **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.

40. **AMENDMENTS**
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

41. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

42. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

43. **APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

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

45. **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.
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. **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.

48. **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.

49. **SURVIVAL OF TERMS**
   In addition to any numbered section in this Agreement 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; AND WARRANTY.**

50. **HEADINGS**
   The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. **NOTICES**
   Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

   **TO THE CONTRACTOR:** REFER TO BID FORM OF CONTRACTOR

   **TO THE COUNTY:**

   The County Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

   **AND**

   Richard D. Warren, Jr., Purchasing Agent
   Arlington County, Virginia
   2100 Clarendon Boulevard, Suite 500
   Arlington, Virginia 22201
52. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

53. **SERVICE CONTRACT WAGE REQUIREMENTS**

a. **LIVING WAGE**
The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County’s world-wide web site at the time of Contract execution. Effective July 1 of each year of the Contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County’s world-wide web site.

b. **COMPLAINTS BY AGGRIEVED EMPLOYEES**
Within six (6) months of the Contractor’s failure to comply with the Living Wage provisions, an aggrieved employee may file a complaint with the County’s Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the judgment rate. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a compliant with the County’s Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. **ADDITIONAL COMPLIANCE REQUIREMENTS**
At all times during the term of the Contract, the Contractor shall:

Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform Services under this Contract (refer to Exhibit A);

Provide, within five (5) days of an employee’s request, a written statement of the then current required wage rate (using the same form provided in item 1) above;

Include the provisions of this clause in all subcontracts for work performed under this contract, so that the provisions of this clause are binding; and

Submit, within five (5) working days of the end of each
period, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Exhibit B.) Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. CONTRACTOR RECORD KEEPING
The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County’s Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. VIOLATIONS
Violation of any law, rule, or provision of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for award of County contracts.

54. SURETY REQUIRED

A. BID SURETY
A fully completed and properly executed original Bid Bond, cashier’s check, certified check, money order, or cash escrow in the amount of 5% of the amount of the bid made payable to the Treasurer of Arlington County shall accompany each bid. The Bid Surety of all bidders may be retained until after the award to the successful bidder is made. The Bid Surety of the successful bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

B. FAILURE TO EXECUTE
The failure to accept an award and file acceptable Performance and Payment Bonds within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to the County as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

C. PERFORMANCE SURETY
A fully completed and properly executed original Performance Bond in the amount of 100% of the amount of the bid will be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount for the duration of the Contract Term.
D. **PAYMENT BOND**
A fully completed and properly executed original Payment Bond in the amount of 100% of the amount of the bid, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract, shall be required of the successful bidder. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Payment Bond shall be renewable annually in the original amount for the duration of the Contract Term.

E. **ALTERNATE SURETY**
If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

55. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

   a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000.**

   The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

   b. **Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability.**

   The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

   c. **Business Automobile Liability - $1,000,000 Combined Single Limit (-Owned, non-owned and hired).**

   d. **The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries**
arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, or that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.