NOTICE OF AWARD OF CONTRACT

TO:
1. TITO CONTRACTORS, INC.
2. HITT CONTRACTING, INC.
3. NASTOS CONSTRUCTION, INC.

DATE ISSUED: April 5, 2011
CURRENT REFERENCE NO.: 410-10LW
BUILDING REPAIRS - MINOR

CONTRACT TITLE:
PRIOR REFERENCE NO.: 446-09

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. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 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. 410-10LW and the bid of the Contractor, incorporated herein by reference.

ATTACHMENTS:
REFER TO ATTACHED BIDS.
SPECIFICATIONS EXCERPT

SERVICE CONTRACT WAGE REQUIREMENT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 4-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION. ALL EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCLUDED 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.

NOTE
USER AGENCIES MUST OBTAIN A WRITTEN APPROVAL FROM RICH KRUENENACKER IN ORDER TO USE THIS CONTRACT.

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

VENDOR CONTACT: REFER TO ATTACHED BID FORMS OF

VENDOR PAYMENT TERMS: REFER TO ATTACHED BID FORMS

TAX IDENTIFICATION NUMBER (EIN/SSN): REFER TO ATTACHED BID FORMS

COUNTY CONTACT: RICHARD KRUENENACKER 703-228-4395

______________________________________________________________
CONTRACT AUTHORIZATION DISTRIBUTION
DATE BID FOLDER: 1

Maryam N. Zahorsky, CPPB
Procurement Officer
### IMPORTANT NOTE
In addition of the requirements set forth in the paragraph titled BEST VALUE BID SUBMISSION REQUIREMENTS bidders shall submit a copy of their safety manual as a part of the official bid. The bidder shall also provide a list of all documented safety violations by that bidder that has occurred within the past five (5) years.

**TEL. NO. FOR 24 HOUR RESPONSE:**  Silvio Aguirre Cell. No. (202) 329-8346  or  Alexander Pierola Cell. No. (202) 494-4819

<table>
<thead>
<tr>
<th>CLASSIFICATION/DESCRIPTION</th>
<th>RATE</th>
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</thead>
<tbody>
<tr>
<td>1 Project Manager</td>
<td>$16.50/hour</td>
</tr>
<tr>
<td>2 Lead Carpenter</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>3 Carpenter’s Helper</td>
<td>$17.50/hour</td>
</tr>
<tr>
<td>4 Brick mason</td>
<td>$21.00/hour</td>
</tr>
<tr>
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</tr>
<tr>
<td>6 Drywall installer/finisher</td>
<td>$17.00/hour</td>
</tr>
<tr>
<td>7 Plasterer/Painter/wall finisher</td>
<td>$15.50/hour</td>
</tr>
<tr>
<td>8 Laborer</td>
<td>$15.50/hour</td>
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<tr>
<td>9 Helper</td>
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<td>13 Plumber</td>
<td>$45.00/hour</td>
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<td>14 Sheet metal Worker</td>
<td>$40.00/hour</td>
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<td>15 Millwork Finisher</td>
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<td>16 Snow Removal Foreman</td>
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<td>17 Snow Removal Laborer</td>
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**Bidder’s Name:**  Tito Contractors, Inc.
<table>
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<tr>
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<th>CONSTRUCTION EQUIPMENT WITH OPERATOR</th>
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<tbody>
<tr>
<td>18</td>
<td>Pickup truck and driver</td>
</tr>
<tr>
<td>19</td>
<td>Truck and driver (5 cy min. cap.)</td>
</tr>
<tr>
<td>20</td>
<td>Air compressor and operator</td>
</tr>
<tr>
<td>21</td>
<td>Mortar mixer</td>
</tr>
</tbody>
</table>

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:

( X ) 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.

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:

________________________________________

________________________________________

________________________________________

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

________________________________________

________________________________________

________________________________________

Bidder’s Name: Tito Contractors, Inc.
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):

Alexander Pierola

7308 Georgia Ave., N.W., Washington, DC. 20012

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 SUBMITTED 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:

Tito Contractors, Inc.

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE Alexander Pierola, Bus. Admin. Assistant

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


E-MAIL ADDRESS: apierola@titocontractors.com TEL. NO.: (202) 291-2255
**Bid Form Page 5 of 9**

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
<th>Tito Contractors, Inc.</th>
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<td>ADDRESS:</td>
<td>7308 Georgia Ave., N.W.</td>
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<tr>
<td>CITY/STATE/ZIP:</td>
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</tr>
<tr>
<td>TELEPHONE NO.:</td>
<td>(202) 291-2255</td>
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<tr>
<td>FAX SIMILE NO.:</td>
<td>(202) 726-0495</td>
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<tr>
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<tr>
<td>X CORPORATION,</td>
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<td>___ GENERAL PARTNERSHIP,</td>
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<td>___ LIMITED PARTNERSHIP,</td>
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<td>___ UNINCORPORATED ASSOCIATION,</td>
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<tr>
<td>___ LIMITED LIABILITY COMPANY,</td>
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</tr>
<tr>
<td>___ SOLE PROPRIETORSHIP</td>
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<tr>
<td>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</td>
<td>Yes</td>
</tr>
<tr>
<td>IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:</td>
<td>F110817-6</td>
</tr>
<tr>
<td>ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED</td>
<td></td>
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<tr>
<td>IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?</td>
<td>No</td>
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<tr>
<td>BIDDER STATUS:</td>
<td>MINORITY OWNED:</td>
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<td>X WOMAN OWNED:</td>
<td>NEITHER:</td>
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**Metropolitan Washington Council of Governments Rider Clause**

**USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

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

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

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

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

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

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

---

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

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<td>WINCHESTER PUBLIC SCHOOLS</td>
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**Vendor Name:**  
Tito Contractors, Inc.
**IMPORTANT NOTE**

In addition of the requirements set forth in the paragraph titled **BEST VALUE BID SUBMISSION REQUIREMENTS** bidders shall submit a copy of their safety manual as a part of the official bid. The bidder shall also provide a list of all documented safety violations by that bidder that has occurred within the past five (5) years.

**TEL. NO. FOR 24 HOUR RESPONSE:** (703) 846-9000

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<th>CONTRACTOR OWNED SUPPORT EQUIPMENT WITH OPERATOR</th>
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<tbody>
<tr>
<td>18 Pickup truck and driver</td>
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<tr>
<td>85.00/hour</td>
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<td>19 Truck and driver (5 cy min. cap.)</td>
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<tr>
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<td>20 Air compressor and operator</td>
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<tr>
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<td>21 Mortar mixer</td>
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Please mark one:

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

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

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 pages under Tabs. A, B, C, D, E, F, G, H, I, and J contain proprietary information regarding HITT Contracting Inc.

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

The reason this information needs protection is because it contains trade secrets and corporate information regarding existing contracts, our corporate safety and quality control programs, client references, and proprietary service work tickets.

Bidder's Name: HITT Contracting Inc.
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):

R. James Whitney, Senior Vice President
HITT Contracting Inc.
2900 Fairview Park Drive
Falls Church, Virginia 22042

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 SUBMITTED 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

PRINT NAME AND TITLE R. James Whitney, Senior 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): R. James Whitney
TITLE: Senior Vice President
E MAIL ADDRESS: jwhitney@hitt-gc.com
TEL. NO.: (703) 846-9003
| **SUBMITTED BY:** (LEGAL NAME OF FIRM) | HITT Contracting Inc. |
| **ADDRESS:** | 2900 Fairview Park Drive |
| **CITY/STATE/ZIP:** | Falls Church, Virginia 22042 |
| **TELEPHONE NO:** | (703) 846-9000 |
| **FACSIMILE NO:** | (703) 846-9110 |
| **TAX ID NUMBER (EIN/SSN):** | 540248192 |
| **VA. CONTRACTOR LICENSE #:** | 2701 005319A |

**THIS FIRM IS A:** • INSERT NAME OF STATE **Virginia**
- [x] 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:** 0050038-9

**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: | [x]
 USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

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

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

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

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

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

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

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

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**VENDOR NAME:** HIT Contracting Inc.
**IMPORTANT NOTE**

In addition of the requirements set forth in the paragraph titled **BEST VALUE BID SUBMISSION REQUIREMENTS** bidders shall submit a copy of their safety manual as a part of the official bid. The bidder shall also provide a list of all documented safety violations by that bidder that has occurred within the past five (5) years.

**TEL. NO. FOR 24 HOUR RESPONSE:**  (202) 468-4228

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**Bidder's Name:**  Nastos Construction, Inc.
CONTRACTOR OWNED SUPPORT EQUIPMENT WITH OPERATOR

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<td>Mortar mixer</td>
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TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an 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:

( X) 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.

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:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Bidder's Name: Nastos Construction, Inc.
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):

David McNairy  Director of Corporate and Legal Affairs  Nastos Construction, Inc.  1421 Kennilworth Ave., NE  Washington, DC 20019

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 SUBMITTED 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

PRINT NAME AND TITLE  Ray Amirian, Vice President

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

NAME (PRINTED):  Ray Amirian  TITLE:  Contract Manager

E-MAIL ADDRESS:  ray.amirian@nastos.com  TEL. NO.:  202 398-5500 ext. 116
| **SUBMITTED BY:** (LEGAL NAME OF FIRM) | Nastos Construction, Inc. |
| **ADDRESS:** | 1421 Kennilworth Ave., NE |
| **CITY/STATE/ZIP:** | Washington, DC 20019 |
| **TELEPHONE NO.:** | 202 398-5500 |
| **FACSIMILE NO.:** | 202 398-5501 |
| **TAX ID NUMBER (EIN/SSN):** | 52-1816080 |
| **VA. CONTRACTOR LICENSE #:** | 2705-169105A |
| **THIS FIRM IS A:** | Maryland |
| _X_ CORPORATION, _X_ GENERAL PARTNERSHIP, _X_ LIMITED PARTNERSHIP, _X_ UNINCORPORATED ASSOCIATION, _X_ LIMITED LIABILITY COMPANY, _X_ SOLE PROPRIETORSHIP |
| **IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?** | YES |
| **IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:** | F1798778 |
| **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: _X_ WOMAN OWNED: _NEITHER:_ |
**Use of Contract(s) by Members Comprising the Metropolitan Washington Council of Governments Purchasing Officers' Committee.**

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

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

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

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

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

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

**Bidder's Authorization to Extend Contract:**

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**Vendor Name:** Nastos Construction, Inc.
SPECIFICATIONS EXCERPT

AWARD AND PROJECT ASSIGNMENT

The County will establish a multiple award contract with at least three (3) and not more than five (5) Contractors. The three to five lowest responsive and responsible Bidders who are determined to be qualified to provide the services specified in this solicitation will be included in the award list. The County will rank the bids received using a best value evaluation process which is in a sealed envelope that will be opened at the time of the bid opening.

All projects estimated to cost between $5,000 and $20,000 will be awarded to the highest ranked Contractor, as listed on the Notice of Award, provided that the vendor is able to perform the work when required by the County and the written quotation is acceptable by the County. If the highest ranked vendor is unable to meet the County's requirements, the 2nd highest ranked Contractor will be contacted. This procedure will continue until an award is made. The Contractor shall submit a written quotation to the County, based upon the contract labor rates, within five (5) days of receipt of County request, for all projects.

For projects whose estimated cost will be between $20,000 and $50,000, all awardees will be required to attend a pre-quotation meeting, and shall submit a written lump sum quotation to the County, based on contract labor rates and excluding materials, within five (5) days following the date of the pre-quotation meeting.

Only projects up to $50,000 in total are covered under this contract. The County will bid separately projects in excess of this amount.

SCOPE OF SERVICES

BACKGROUND

The County is responsible for the maintenance and repairs of all building components and systems in various County owned and leased buildings throughout Arlington County. The scope of services covers the contract requirements for a qualified Contractor to provide minor building repair, construction services, and miscellaneous snow removal.

SERVICE REQUIREMENTS

The Contractor shall provide all supervision, labor, tools, equipment, transportation, and permits required for the complete and satisfactory performance of various types of building repair projects (primarily carpentry, masonry and related types).

Work assignments will range in size as needed. The minimum work assignment will be a one-half day assignment (4 hours) for one (1) person. No individual assignment shall exceed $50,000. The County reserves the right to combine work orders requiring the same trade(s) and general location to achieve the minimum work assignment.

Work assignments will include, by way of illustration and not limitation, projects such as:

- Demolition, removal and disposal of wallboard partitions;
- Furnishing, installing, taping and filling wallboard partitions, preparing for painting or finishing;
- Demolition, removal and disposal of door and frame in wood or metal studded wallboard and masonry partitions, filling in repaired areas with matching material, preparing for painting or finishing;
- Furnishing and installing door and frame in partition, preparing for painting or finishing;
- Furnishing and installing and/or replacing missing 2 x 4 lay-in acoustical tile, 1 x 1 concealed spline acoustical tile, or 1 x 1 glued-on acoustical ceiling tile;
- Furnishing and installing ceramic, wood and masonry wall and floor tile, grouting and sealing walls and floors;
- Furnishing and installing or repair of cabinets, counter-tops and vanities;
- Incidental painting, sealing, staining or wall covering as part of other work or repairs. (General area painting and finishing will normally be done by others.);
- Carpentry services (window frames, loose wood trim, walls and/or doors) and patching to match existing conditions, framing, cabinetry and other normal repair services;
- Installing mirrors, hanging pictures, plaques and bulletin boards;
- Exterior wall caulking, waterproofing, patching, repairing and finishing to match existing conditions; and
- New work and repair of millwork (i.e. kitchen and bathroom counters and cabinets), to include plastic laminate and solid surface materials.
- Snow removal from County building roofs, sidewalks, and bus stops.

In addition to the above illustrations, the Contractor may be requested to provide general sheetmetal work; carpet and/or floor repairs; minor electrical, mechanical or plumbing work and to repair/install door and/or lock hardware as part of a larger renovation or repair project.

All work shall be performed in accordance with plans, specifications, applicable codes and regulations, or directions provided by the County Project Officer. Quality of workmanship shall conform to the generally accepted standards of the building industry. County reserves the right to require the removal of any employee of the Contractor, or subcontractor from the work site at any time, who is incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment is contrary to consistent good relations with the County or the general public. The Contractor who has supervisory authority over their employee/subcontractor in question, shall remove the employee/subcontractor from the work site at the direction of the County. Contractor shall replace the employee/subcontractor with another acceptable to the County. All work is subject to inspection by the County Project Officer prior to acceptance and payment.

The Contractor will often be required to perform the work in occupied buildings and spaces. The Contractor must conduct their work in such a way as to minimize disruption, inconvenience or safety of building occupants.

The County may require the Contractor to coordinate the work of other trade services (i.e. plumbing, electrical, painting, mechanical, etc.). The Contractor may be requested by the County to provide a Project Manager to perform such services, and shall provide a labor rate for such Project
Manager on the Bid Form. When requested, the Project Manager shall coordinate and integrate the services of all trades involved in the project.

SNOW REMOVAL
The Contractor shall provide snow removal services for the County on an as needed basis. Snow removal work shall include, but limited to, removal of snow from County building roofs and sidewalks, removal of snow from County bus shelters, and application of snow/ice melting materials as needed. It is anticipated that most snow removal work will require work by shovel and hand. The Contractor shall also have the capacity to remove snow from site.

In addition to the services above, the Contractor shall provide snow removal from residential and commercial sidewalks upon request by the County to meet specific County snow removal ordinances. The Contractor shall provide a report to include before and after time-stamped digital photographs and an itemized list of labor and material cost for jobs associated with snow removal to meet County ordinances.

WORK HOURS
Regular work hours are defined as: 7:00 a.m. to 4:00 p.m., Monday through Friday, except County observed holidays. All work shall be performed during regular working hours unless indicated otherwise in this contract.

Work performed outside of the normal business hours may be charged at one-and-one-half of the Contract Labor Rates. However, no work outside of the normal business hours is authorized unless approved in advance by the County Project Officer. Written approval of overtime by the Project Officer shall be included on the current day's job ticket prior to the start of overtime work. Failure to obtain written approval in advance will result in payment of straight time only.

TIMELY COMPLETION OF WORK
The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks. The County will deduct from Contractor’s invoices any charges for time spent by the Contractor’s crew on extended lunch breaks or other breaks.

Scheduling of priority work, including the interruption of a current assignment, requires the advance approval of the County Project Officer. Priority work identified by the County Project Officer or designee shall take precedent over current work.

STATUS MEETINGS
The Contractor shall attend as needed status meetings with the County Project Officer at the County Project Officer’s request.

PRICING AND SCHEDULES
1. Written proposals and change orders for jobs under $20,000, and change orders for jobs over $20,000 shall include:
   a. Types and number of craftsmen and laborers.
   b. Itemized hourly contract labor rates for craftsmen and laborers.
   c. Itemized list and quantity of any materials to be reimbursed. This list shall include specialty tools and/or equipment.
(Contractor must receive approval from the County prior to ordering materials).

d. Project schedule expressed in number of days after receipt of the work request. (Include time for acquisition and delivery of materials and subcontractor assistance).

e. For each subcontractor used in the work, the Contractor shall:

   i. Identify the subcontractor.

   ii. Provide either a percentage or dollar amount of the total work to be performed by the subcontractor.

   iii. Provide the dollar amount to be paid to the subcontractor.

Payment for all jobs under $20,000 shall be on a time and material basis. If the Contractor determines during the job's progress that the actual cost of the work will exceed the initial estimate by more than 20%, the Contractor shall notify the County Project Officer within twenty-four (24) hours, and obtain approval from the County representative ordering the work, to complete the work assignment. If the Contractor continually underestimates jobs by 20% or more during the Contract Term, the Contract shall be subject to termination. The term "continually," for the purpose of this specification shall mean more than three (3) incidents of underestimating in excess of 20% during any ninety (90) day period.

2. The County will provide the Contractor a written Scope of Work and Quote Form for jobs over $20,000. The Contractor shall provide a written, lump sum proposal for jobs over $20,000, which shall include the following:

   a. Project schedule expressed in number of days after receipt of the work request. (Include time for acquisition and delivery of materials and subcontractor assistance);

   b. Identification of any subcontractor(s) and percentage or portion of the total work to be performed by the subcontractor(s).

   c. Identification and cost of specialty tools and/or equipment.

Jobs over $20,000 shall be invoiced by the Contractor one time only, at the completion of the Work. No partial payments will be allowed. Change orders associated with lump sum jobs shall be based on time and material rates as listed in the Contract and so itemized on the invoice.

CONTRACT RATES

1. Contract Labor rates shall include all tools, trade consumables, and incidental materials normally used by the respective trades, transportation costs to and from the job site, mobilization and parking. The labor rates shall only apply to actual time on the job site. The rates shall include profits, overhead, general supervision, mobilization, administration and all other costs associated with the work. Please note that standard tools of the trade and trade
consumables shall be available to Contractor's personnel from their service vehicle.

2. Rental of specialty equipment or tools, or vehicles not included in the Bid Form shall be subject to prior approval by the County. The County will reimburse the Contractor only for the actual cost of such approved equipment.

MATERIALS
The Contractor understands and agrees that payment to the Contractor for materials used in the performance of any work under this Contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited. The price for materials provided to the County shall be reimbursed to the Contractor in the following manner:

The County will reimburse the Contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of such job. The Contractor's request for payment shall, at the discretion of the County for all jobs be supported by invoices issued by the supplier(s) of the Contractor, detailing the materials used on the assigned job. No surcharge shall be added to the supplier(s) invoices or included in the Contractor's invoice submitted to the County which would increase the dollar amount indicated on the supplier(s) invoices for the materials used on the assigned job. All incidental costs of the Contractor, including profit, which may apply to the job must be included in the Contract hourly labor rates.

Originals or certified copies of all supplier(s) invoices and/or price lists used in calculating the job cost shall be provided to the County on forty-eight hours notice if the County desires to verify or justify the Contractor's proposal or invoice to the County.

The Contractor agrees that the County may, at its sole option and discretion, provide materials to the Contractor for installation by the Contractor at the contract unit prices for labor.

JOB TICKETS (PROJECTS UNDER $20,000)
The Contractor shall document the work through daily job tickets in the Contractor's format. Contractor shall provide documents electronically, as specified, upon request of the County. Job tickets shall, at a minimum, contain the following information:

1. Project location - building name and address;
2. Date work performed;
3. Work performed;
4. Number and types of craftsmen (separately identify number and type of subcontractor craftsmen);
5. Materials used;
6. Rental equipment (if any); and
7. Subcontractor(s).

All job tickets pertaining to the work shall be signed within 24 hours of the days work by the Project Officer, or designee at the building, and submitted.
by fax or electronically, together with the invoice at the completion of the job.

RESPONSE TIME
Jobs under $20,000 - the Contractor shall commence work within three (3) working days after receipt of work order/purchase order, unless approved otherwise by the Project Officer.

Jobs in excess of $20,000 - the Contractor shall commence work within five (5) working days after receipt of the purchase order, unless approved otherwise by the Project Officer.

The Contractor shall provide twenty-four (24) hours per day, seven (7) days per week emergency response. The Contractor shall respond onsite within three (3) hours of a call indentifying an emergency.

CONTROL OF WORK, EMPLOYEES AND SUBCONTRACTORS
The Contractor shall perform the work in accordance with all applicable industry standards and workmanship practices. The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor's supervisory employees must be able to effectively speak, read and write in the English language. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

Upon request of the County, The Contractor shall provide and submit proof that the identified employee project manager or lead craft (carpenter, electrician, plumber in lieu of laborer or helper) is compensated, by Contractor, at a rate commensurate with the rate the County is charged.

Labor and materials which are necessary in the performance of the work, but which are not specifically referred to in the specifications or shown in the drawings, shall be furnished by the Contractor at its own cost and expense. Such work and materials shall correspond with the general character of the work as may be determined by the County whose decision as to the necessity for and character of such work and materials shall be final and conclusive.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and subcontractors. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The County shall have the right to reject Contractor personnel that the County feels are unqualified to perform the work.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work for the Contractor.

CONTRACT MANAGER
The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, Project Officer, etc.). The Contractor shall identify to the County the Contract Manager within ten (10) days notification of award of contract. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of construction and commercial buildings; have the ability to troubleshoot problems and issues quickly, and be able to consult with the County Project Officer about remedies.
The Contract Manager shall report to the County’s Project Officer for communication, coordination and evaluation of maintenance services and quality control. The Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals, and problem resolution.

The Contract Manager shall meet with the County Project Officer for progress meetings at the County Project Officer’s request.

The Contract Manager hours are not billable and shall be considered Contractor overhead.

COORDINATION WITH CONTRACTORS AND COUNTY PERSONNEL
The Contractor shall not unduly interfere with the performance of work by other contractors or County personnel and shall coordinate its efforts to minimize interruption to other projects adjacent to the work.

The Contractor shall permit other contractors reasonable opportunity to store their materials and perform their work. The Contractor shall immediately notify the County if work done by a separate contractor is defective or so performed as to prevent the Contractor from performing the work.

SUBCONTRACTORS
The Contractor shall not engage the services of any subcontractor to whom the County has made reasonable and timely objection. Upon notification of rejection by the County, the Contractor shall, with reasonable promptness, provide the County with a substitute subcontractor and the project price shall be increased or decreased accordingly.

WORK SITE MAINTENANCE AND CLEAN-UP
The Contractor shall protect all surface areas, equipment, fixtures, hardware and other items that may be affected by the work being performed. The Contractor shall compensate the County for repair of damage to any property due to the Contractor's negligence. The County may deduct the cost of repairing such damage from any amount due to the Contractor.

The Contractor shall clean and remove all trash; provide and maintain barricades and signs; provide proper isolation of the work area for safety upon completion of the work day or task; and other site protection as necessary. All tools and loose materials shall be safely secured and contained in an orderly manner at the end of each working day.

Upon completion of a project, and at such time as directed by the Project Officer, the Contractor shall remove and legally dispose of off-site, all trash generated by the work assignment, and remove all Contractor-provided tools, excess materials and equipment.

CHECK-IN AT SITE AND SIGN-OFF
The Contractor’s employees shall check in and out with the County’s Facilities Management Bureau Hotline (703-228-4422) to allow for proper notification to County staff at the various sites.
THE CONTRACTOR’S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.

INVOICES

1. Invoices shall be submitted to the County Project Officer who initiated the Purchase Order covering the job assignment, within fifteen (15) days of the completion of the assignment. The invoice shall contain a legible description of work performed; identify location where the work was performed; identify the Contract Labor Rates and their quantity charged (for time and materials projects under $20,000 and change orders for jobs over $20,000); and show the applicable County Purchase Order number.

   a. Invoices for work performed on a time and materials basis must be clearly itemized to reflect all materials and labor (by class) charged to the project.

   b. Invoices for work performed over $20,000 shall be submitted for a lump sum price as quoted in the initial proposal.

2. All work tickets shall be approved by the County Project Officer in charge of the assignment, before final invoices are submitted for payment. The original approved work ticket(s) shall be attached to the final invoice submitted to the County as a “complete, correct and final invoice.”

3. The County will issue payments to the Contractor upon completion and acceptance of the work by the County Project Officer, and receipt of a correct invoice. The County will reimburse the Contractor for time spent on the job only. Mobilization, travel time between jobs, time spent in obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) and preparing estimates shall be at the Contractor's expense. These are considered administrative expenses and shall be included in the hourly Contract Labor Rates bid. On the job time shall commence when the personnel arrive at the work site and report to the County Project Officer in charge of the assignment.

COUNTY’S RIGHT TO STOP WORK

The County reserves the right to cancel any job assigned if the Contractor, in the opinion of the County Project Officer, does not progress at a satisfactory pace, or fails to perform in a professional manner commensurate with accepted trade and safety standards. If a job is canceled, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation. The County may then contract for completion of work with another vendor and may initiate contract termination procedures.

SPECIAL TERMS AND CONDITIONS

1. TRAFFIC MANAGEMENT: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles
and pedestrians in the area affected by all Contract work. The Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current VDOT standards. At least one Contractor employee at each site where traffic control is required shall be a VDOT certified flagger trained on Basic Work Zone Traffic Control.

2. ACCESSIBILITY: The Contractor shall provide the means and methods (e.g. ladder, scaffolding, etc.) of access for all work.

3. SAFETY: The Contractor shall follow all applicable federal, state, and local safety requirements and regulations. All safety accidents and violations that occur under this Contract shall be reported in accordance with Federal and County regulations. If the Contractor shows a pattern of continual safety accidents and violations determined by the sole discretion of the County, the Contract shall be subject to termination.

4. MATERIAL DISPOSAL: The Contractor shall be responsible for proper disposal of all waste and shall remove all trash and waste produced by service. Disposal shall be in accordance with local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.).

5. SAFETY WORK PLAN: The Contractor shall provide a safety work plan to the County Project Officer or designee for all work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval prior to the start of work.

6. CODES AND STANDARDS: All work performed under this contract shall be in strict accordance with all applicable codes and industry standards. Should permits for any work performed by this Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees.

JUSTICE CENTER BACKGROUND CHECK
Within thirty (30) calendar days after award of the contract, a minimum of three (3) individuals employed by the Contractor must obtain background check approval from the Arlington County Sheriff, and receive one day Arlington County Detention Facility (ACDF) training to work in the ACDF and Courthouse. The County will not reimburse the Contractor for employee time spent to attend the training class.

METHOD OF MEASURING PERFORMANCE
The performance of the Contractor will be measured during the Contract Term using at least the following criteria:

- Failure to adhere to contract requirements;
- Failure to provide certified and trained personnel;
• Failure to respond to request for work;
• Response time for services;
• Timely completion of projects;
• Frequency of under-estimating in excess of 20% of original price quoted;
• Ability to provide work within industry quality standards;
• Ability to perform services with or without the aid of blueprints;
• Ability to effectively manage employees working on assignment(s) to ensure their productive use of time.
• Ability to follow appropriate local, state and federal safety standards.

SERVICES FOR OTHER COUNTY AGENCIES
This Contract is extended to other County Agencies. If other Agencies make use of this Contract a separate Purchase Order ("PO") must be issued by that Agency. All the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO.
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. 410-10 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 on April 1, 2011, and be completed no later than March 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 additional twelve (12) month periods from April 1, 2012 to March 31, 2015 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

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. 410-10 LW at the prices provided in the Bid of the Contractor.

4. 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.

5. 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 solely the responsibility of the Contractor.

6. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Amount/unit price shall remain firm for the first twenty-four (24) months of Contract Term. The Contract Amount/unit price for any one
or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the amount or price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Employment Cost Index, for total compensation, for Civilian Workers by Occupational Group and Industry, for the Construction segment ("Table 4") for the period ending in December of each year of the Contract.

If the Contractor and the County do not agree on a contract price or amount for a Subsequent Contract Term Contract Amount/unit price using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the term. The contract amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

7. 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 in writing of this belief within ten (10) calendar days after any change or event occurs. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 that date is agreed upon by the County and the Contractor in a signed writing.

14. INSPECTION, ACCEPTANCE AND TITLE
Inspection and acceptance of materials by the County will be at the work site 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 of all Work under this Agreement. 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 services conform to the specification. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the Work.
15. **CONTRACTOR’S TITLE TO MATERIALS**
No materials or supplies for the Work 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 and supplies 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. **DISPOSAL OF PACKING MATERIALS**
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such material off-site. No County building containers shall be used for such trash or debris. Failure to adhere to this requirement will result in the County contracting for removal and disposal of packing material and cartons left by the Contractor. By accepting this award, the Contractor agrees that all costs of County removal and disposal of packing materials and cartons left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor’s agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor’s expense with all costs of the repair deducted from the Contractor’s final payment unless such repairs are made by the Contractor within ten (10) days of the date of damage to the satisfaction of the County.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. 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.

26. 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.

27. 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.

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

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

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

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

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.
In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

29. 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 subcontractors and settle all outstanding liabilities and claims.

30. 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 settlements or payments made.

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 § 18.2-498.1 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 or 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. **INTELLECTUAL PROPERTY INDEMNIFICATION**
The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved.

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

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

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

39. 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.

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

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

- All submittals and copies shall be printed on at least 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.

41. AUDIT
The Contractor shall secure an independent certified public accountant’s audit of its finances and program operation after the close of each fiscal year (which ends on June 30), but no later than September 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the contractor as may be deemed necessary by the County to satisfy audit purposes. In
instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

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

42. 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.

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

44. PURCHASING RESOLUTION
The Contract is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution.

45. DISPUTE 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.

46. 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.

47. 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.

48. 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.

49. **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.

50. **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.

51. **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.

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

53. **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.

54. **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
55. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

56. 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.

57. **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:

   **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.

   **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.**

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

   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.

   **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.**

   **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.

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.

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.