NOTICE OF AWARD OF CONTRACT

TO:
ENVIROGROW LAWN AND LANDSCAPE
2931 MAYBERRY STREET
FALLS CHURCH, VA 22042

DATE ISSUED: APRIL 1, 2011
CURRENT REFERENCE NO: 81-11
CONTRACT TITLE: WOOD PLAYGROUND SURFACE MATERIAL
PRIOR REFERENCE NO: 65-10

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective MAY 1, 2011 and expires on APRIL 30, 2012.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 65-10 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO CONTRACTOR’S BID FORM (ATTACHED)
2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:
CONTRACTOR’S BID FORM
SPECIFICATIONS EXCERPT
RIDER CLAUSE

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

VENDOR CONTACT: LAWRENCE R. CONRAD
VENDOR TELEPHONE: 703-876-8470
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX: 703-876-8471
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1836016
EMAIL ADDRESS: LARRY@MULCHSOLUTIONS.COM

COUNTY CONTACT: HELENA GILBERT
COUNTY TELEPHONE: 703-228-7981

CONTRACT AUTHORIZATION

Ivette Gonzalez
Procurement Officer

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 65-10

BID FORM

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

BIDS WILL BE OPENED AT 3:00 P.M., MARCH 30, 2010

FOR PROVIDING AND INSTALLING ENGINEERED WOOD FIBER PLAYGROUND SURFACE MATERIAL PER THE TERMS AND CONDITIONS OF THIS SOLICITATION (PRICES SHALL INCLUDE ALL MATERIAL AND LABOR TO PERFORM THE WORK):

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>EST. QTY</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ENGINEERED WOOD FIBER PLAYGROUND SURFACE MATERIAL (material only - no installation)</td>
<td>50 CU.YD</td>
<td>$21.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>2. ENGINEERED WOOD FIBER PLAYGROUND SURFACE MATERIAL, Mechanically installed (Blown-In)</td>
<td>1,500 CU.YD</td>
<td>$33.00</td>
<td>$49,500.00</td>
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<tr>
<td>3. ENGINEERED WOOD FIBER PLAYGROUND SURFACE MATERIAL, Manually installed (by-hand)</td>
<td>450 CU.YD</td>
<td>$44.00</td>
<td>$19,800.00</td>
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</tbody>
</table>

TOTAL BID: $70,350.00

Material Manufacturer: Pallet One
Product Name: Soft One

List below three (3) references for which you have performed similar contract work within the past five (5) years:

<table>
<thead>
<tr>
<th>Company Name/Address</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Dates Serviced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlington County Parks</td>
<td>Bob Upton</td>
<td>571-436-3583</td>
<td>2007-2010</td>
</tr>
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<td>Bob Upton</td>
<td>571-436-3583</td>
<td>2007-2010</td>
</tr>
<tr>
<td>Sport Systems</td>
<td>Scott Murphy</td>
<td>301-407-4747</td>
<td>2008-2010</td>
</tr>
<tr>
<td>Cunningham &amp; Associates</td>
<td>Joe Con</td>
<td>703-555-5174</td>
<td>2008-2010</td>
</tr>
</tbody>
</table>

Bidder Name: Envirogrow Lawn & Landscape
The undersigned understands and acknowledges the following:

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

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

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

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 (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

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 Lawrence R. Conrad Sales Manager

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

Larry Conrad 571-228-8844 cell
Sales Manager
Chris Hunt 703-380-4513 cell
President
| SUBMITTED BY: (LEGAL NAME OF FIRM) | ENVIRONMENTAL 
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>ADDRESS: 2931 Mayberry Street</td>
<td>Falls Church, VA 22042</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NO: 703-876-6150</td>
<td>FACSIMILE NO.: 703-876-8470</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN): 54-1836016</td>
<td>VA. CONTRACTOR LICENSE #: 1030848</td>
</tr>
</tbody>
</table>
| THIS FIRM IS A:  
| - INSERT NAME OF STATE: Virginia  
| - CORPORATION:  
| - GENERAL PARTNERSHIP:  
| - LIMITED PARTNERSHIP:  
| - UNINCORPORATED ASSOCIATION:  
| - LIMITED LIABILITY COMPANY:  
| - SOLE PROPRIETORSHIP:  |
| IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?: Yes |
| BUSINESS STATUS: MINORITY/WOMAN OWNED: SMALL:  
|                                    | NEITHER:                         |
SPECIFICATIONS EXCERPT

SCOPE

The intent of this solicitation, and resulting contract, is to obtain the services of a qualified contractor to provide and install Engineered Wood Playground Surface Material ("Material"). The County estimates resurfacing approximately 75 playgrounds each year, equating to an estimated 2,000 cubic yards of Material each year. All orders will be a minimum of 75 cubic yards.

Bidders shall include samples of wood chips with their bid. Samples shall be provided in a sealed bag, with sufficient Material for the County to test to determine acceptability (i.e. use of a zip-locked food storage bag would be acceptable).

FAILURE TO PROVIDE SAMPLES WITH THE BID WILL RESULT IN IMMEDIATE REJECTION OF THE BID AS NON-RESPONSIVE.

Bidders shall also submit three (3) references for whom the bidder has provided material and services similar to what is required in this solicitation. In particular, references must reflect the Bidder's ability to handle the requirements of multiple locations at the same time or day. References must include a contact name, address and phone number.

1. CONTRACT TERM

The term of this contract shall be for one year, with options to extend the term for up to four (4) additional one-year periods at the same terms and pricing.

2. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES

The County estimates that approximately 2,000 cubic yards of Material will be placed each year. However, this is only an estimated quantity, and is only given to bidders for informational purposes, and for the purpose of bid evaluation. This estimate does not indicate the actual quantity that will be ordered. Authorized individuals will place orders for specific quantities on an as-needed basis. (Refer to Requirements Contract - Estimated Quantities in the Special Conditions section for further information).

3. DELIVERY TIME OF PERFORMANCE

The County requires that service response be made within five (5) business days after receipt of fax or email for routine (non-emergency) calls. The County requires that service response to emergency work be made within 48 hours after receiving receipt of fax or email. An emergency is considered natural disasters such as hurricane, tornado, or major flooding or any other event which causes washouts of the playground surfaces. Determination of an emergency condition will be made by the Project Officer placing the order.

The date and place of performance of work under this contract will be agreed upon between the Project Officer placing the order and the Contractor at the time the order is placed. Work will be at various locations in Arlington County between the hours of 7:00 am and 3:00 pm ("Normal Working Hours") on regular County business days, unless there is an emergency.

The bidder shall provide the County a contact person's name and telephone number for Normal Working Hours, and an emergency contact name and number also to reach on weekends and after hours. If the Contractor uses voicemail or an answering service, the contact person must respond within fifteen (15) minutes of any message left by the County.
TECHNICAL SPECIFICATIONS

1. Material must meet or exceed minimum standards set forth by the National Playground Safety Guidelines for public use, ASTM F2075.
2. Wood fibers shall be mixed, random size, non-toxic, free of twigs, bark, leaves and other debris.
3. Wood fibers shall be randomly sized, approximately 10 times longer than wide with a maximum length of 2 inches.
4. No chemical treatments or additives shall be used, and no plastics, metal, paint, or other contaminants shall be present in the Material.
5. Wood fiber must be new wood, no pallets, plywood, treated or processed wood, or any other dimensional wood.

PREPARATION

1. In some cases it may be required to remove grass, weeds, stones or other foreign material inside the playground area.
2. In some cases it may be required to remove old mulch from inside the playground area. This may require the use of equipment such as bobcat, backhoe, and dump truck to haul away the old mulch or foreign material. All such removal shall be performed at the expense of the Contractor, adhering to all applicable State and County regulations, and all old mulch or foreign material removed shall be disposed of in a legal manner.

INSTALLATION

1. For larger areas, as determined by the Project Officer, the Material shall be blown in using at a minimum 60 cubic yard blower truck with a water mist to control dust. In other areas the Material must be installed by hand.
2. The Contractor shall have the ability to blow Material through the hose up to 400 feet, when required.

CLEAN UP

1. All debris as a result of the installation process shall be cleaned up, removed from the site, and legally disposed of. This shall include, but not be limited to, blowing off all playground equipment, borders, sidewalks, and other hard surface areas immediately adjacent to the playground.
2. All turf areas shall be raked clean of any overblown or spilled Material.

PARKING

Vehicles owned or operated by the Contractor shall be parked in a manner that does not interfere with the established traffic flow patterns, be respectful of fire lanes, crosswalks, reserved parking spaces, designated handicap spaces and do not impede any school activity. (Refer to Parking section under Instructions to Bidders for further information.)
Solicitation #65-10
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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<tr>
<th>YES</th>
<th>NO</th>
<th>JURISDICTION</th>
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Bidder Name: Envirowall Lawn & Landscape