



**ADDITIONAL USER CONTRACT  
 GMU-CM0608-26**

In accordance with §6 of the *Governing Rules* it is the intent of George Mason University to access the contract listed below incorporating the Scope of Work as mutually agreed by both parties.

**DATE:** June 8, 2026

**CONTRACT TITLE:** Specialized Plumbing Services

**CONTRACT ORIGIN:** Arlington County

**RFP/IFB/CONTRACT NO:** C26339

**CONTRACTOR:** **Magnolia Plumbing, Inc.**  
 13400 Mid Atlantic Boulevard  
 Laurel, MD 20708

**CONTRACT PERIOD:** Date of Signature to June 9, 2027 with four (4) successive one-year renewal options. This Contract may be renewed at GMU's discretion if Arlington County elects to renew C26339.

**SCOPE OF WORK:** Contractor shall provide Specialized Plumbing Services for the Facilities group and other departments of George Mason University in accordance with this Additional User Contract and Arlington County contract C26339. Specialized Plumbing Services will be provided on an "as needed" basis. George Mason University (herein after referred to as "George Mason," or "University") is a public institution of higher education and agency of the Commonwealth of Virginia.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work ("SOW") issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

**CONTRACT ADMINISTRATOR:** Shawn Sadler, Plumbing Supervisor, Facilities and Campus Operations,  
[rsadler3@gmu.edu](mailto:rsadler3@gmu.edu) .

**PRICING & PAYMENT SCHEDULE:**

The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges.

| <b>LABOR RATES</b>  |                 |            |                            |                                   |                               |
|---|-----------------|------------|----------------------------|-----------------------------------|-------------------------------|
| <b>ITEM #</b>   | <b>POSITION</b> | <b>UOM</b> | <b>REGULAR HOURLY RATE</b> | <b>AFTER HOURS/ SATURDAY RATE</b> | <b>HOLIDAY / SUNDAY RATES</b> |
| 1   | Master Plumber  | Hour       | \$190.00                   | \$305.00                          | \$305.00                      |
| 2   | Plumber         | Hour       | \$190.00                   | \$305.00                          | \$305.00                      |
| 3   | Helper          | Hour       | \$162.00                   | \$255.00                          | \$255.00                      |
| EMERGENCY RATES- EMERGENCY DRAIN CLEANING RATES- THE BELOW RATES ARE INCLUSIVE IF A TWO-MAN CREW EQUIPPED WITH MULTIPLE ELECTRIC DRAIN CLEANING MACHINES & CABLE, PORTABLE SEWER VIDEO INSPECTION EQUIPMENT, SEWER LOCATING EQUIPMENT, AND HIGH-PRESSURE WATER JETTING EQUIPMENT. |                 |            |                            |                                   |                               |
| 4   | Two-Man Crew    | Hour       | \$292.00                   | \$328.00                          | \$328.00                      |

Travel and parking costs will not be reimbursed by George Mason under this Contract.

Net 30 Payment Terms. Contractor should submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu) to avoid delays in payment. Invoices must reference a George Mason Purchase Order number. All payments will be made Net 30 after receipt of goods, services rendered or when received at [acctpay@gmu.edu](mailto:acctpay@gmu.edu), whichever is later.

**CONTRACT DOCUMENTS IN ORDER OF PRECEDENCE:**

- A. This signed Additional User Contract GMU-CM0603-26;
- B. Arlington County Contract, C26339 (attached).

**ADDITIONAL TERMS AND CONDITIONS:**

- A. **BACKGROUND CHECKS:** Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- B. **CAMPUS ACCESS AND IDENTIFICATION:** Assigned personnel shall comply with all University security, escort, badging, visitor-management, and access-control requirements. Contractor shall ensure that each assigned worker displays University-issued and/or approved identification while on campus, enters only authorized areas necessary for the assignment, and returns all badges, keys, access cards, parking permits, devices, and University property immediately upon demand, reassignment, or completion of the assignment. The University may suspend or revoke access at any time.
- C. **CONTRACTOR DAMAGE:** Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations that are established by Mason and shall comply with the reasonable directions of the institution's officers. Contractor shall be responsible for the acts of its employees and agents acting within the scope of their employment while on the Premises. Accordingly, Contractor agrees to take necessary measures to prevent injury and loss to persons or property located on the Premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to its pre-existing condition (or otherwise, to the satisfaction of Mason), any damage that it, or its employees or agents, may cause to the Premises or equipment; on Contractor's failure to do so, Mason may repair such damage and have the option to deduct the cost thereof from amounts otherwise payable to Contractor, or Contractor shall reimburse Mason within ten (10) days of request by Mason for the cost of repair. Contractor shall perform the Services without unreasonably interfering in any way with the activities of Mason faculty, students, staff, or visitors.

- D. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
  4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- E. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- F. END OF ASSIGNMENT; OFFBOARDING: Upon termination, expiration, replacement, or University request, Contractor shall immediately remove the worker from the assignment and ensure return of all University badges, keys, cards, equipment, documents, and property, and cessation of all access to University facilities and systems. Contractor shall certify return or secure destruction of University Data in Contractor's or the worker's possession.
- G. EMPLOYMENT STATUS; EMPLOYER OF RECORD: Contractor is and shall remain the employer of record for all temporary personnel assigned under this Agreement. No temporary worker supplied by Contractor shall be deemed an employee of the University for payroll, tax, unemployment, workers' compensation, benefits, leave, retirement, or any other purpose. Contractor shall be solely responsible for all wages, payroll taxes, tax withholding, unemployment contributions, workers' compensation coverage, employment eligibility verification, and all other employer obligations relating to assigned personnel.
- H. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- I. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason University shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
  2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
  3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
  4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- J. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- K. NO ASSIGNMENT OR SUBCONTRACTING WITHOUT APPROVAL: Contractor shall not assign this Agreement, delegate performance, or utilize subcontractors or lower-tier staffing providers to furnish temporary personnel without the University's prior written consent. Any approved subcontractor shall be bound to the same screening, insurance, confidentiality, conduct, and access-control obligations imposed on Contractor.
- L. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.
- M. NON-SOLICITATION / NON-COMPETE: George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. While George Mason University will agree not to actively recruit temporary personnel, all University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.
- N. PARKING: The Contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid contractor permits must be displayed by all contractor owned and/or employee-owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines, or towing fees are the responsibility of the Contractor / vehicle owner. Contact Parking Services at 703-993-2710 or visit <https://transportation.gmu.edu/parking/> for permit information.
- O. POLICY COMPLIANCE; WORKPLACE CONDUCT; TRAINING: Contractor shall ensure that all assigned personnel comply with University policies and campus rules applicable to non-employees, including safety, security, civility, anti-harassment, non-discrimination, drug-free workplace, acceptable use, confidentiality, and any department-specific onboarding rules.
- P. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be

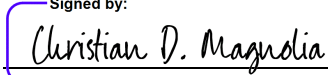
excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”


- Q. **RESPONSIBILITY FOR PROPERTY AND ASSETS:** Mason shall bear no responsibility for the loss, theft, mysterious disappearance of, or damage to, regardless of the cause, merchandise, equipment, inventory, tools, materials, supplies, and all other personal property of Contractor or its employees, subcontractors, or materialmen. Contractor shall take reasonable precautions to protect its property and assets left on the Premises.
- R. **RIGHT TO REJECT, REMOVE, and REPLACE PERSONNEL:** The University may reject any proposed temporary worker before assignment and may require Contractor to remove from University premises, systems, or work immediately any temporary worker whom the University determines, in its reasonable judgment, is unqualified, poses a safety or security risk, violates University policy, engages in misconduct, fails to maintain required credentials, or is otherwise unsuitable for the assignment. Contractor shall promptly provide a qualified replacement at no additional charge to the University unless the University elects to end the assignment.
- S. **TOOLS, EQUIPMENT, MATERIALS and SUPPLIES:** Contractor shall ensure that all temporary personnel assigned under this Contract provide, at their own expense, all ordinary hand tools customarily required to perform the job functions, duties, and tasking assigned under this Contract. The University shall furnish, as determined necessary by the University, any power tools, specialized equipment, materials, or consumable supplies required for performance of the Services. Contractor shall be responsible for ensuring that its temporary personnel use all tools and equipment in a safe and proper manner and in compliance with all applicable laws, regulations, manufacturer instructions, and University safety policies. Nothing in this provision shall be construed to obligate the University to supply personal hand tools or to assume responsibility for loss of or damage to Contractor-owned hand tools.

IN WITNESS WHEREOF, this Contract has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

**Magnolia Plumbing, Inc.**

**George Mason University**

Signed by:  
  
 Signature: \_\_\_\_\_  
 Name: Christian D. Magnolia  
 Title: Co-President  
 Date: 6/8/2026

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Name: Cliff Shore  
 Title: Chief Procurement Officer  
 Date: 6/11/2026



Contract Purchase Agreement  
 Arlington County Government  
 2100 Clarendon Blvd  
 Ste 511  
 ARLINGTON, VA 22201  
 Arlington  
 UNITED STATES

**MAGNOLIA PLUMBING INC**  
**600 GALLATIA ST NE**  
**WASHINGTON, DC 20017**

|                  |                    |
|------------------|--------------------|
| Agreement        | <b>C26339</b>      |
| Agreement Date   | <b>28-MAY-2026</b> |
| Revision         | <b>0</b>           |
| Agreement Amount |                    |

Notes USD = US Dollar

| Supplier Number    | Payment Terms      | Freight Terms                   | FOB                    | Shipping Method |
|--------------------|--------------------|---------------------------------|------------------------|-----------------|
| <b>101426</b>      | <b>Net 45</b>      | <b>DUE</b>                      | <b>FOB DESTINATION</b> |                 |
| Start Date         | End Date           | Confirm To                      |                        |                 |
| <b>10-Jun-2026</b> | <b>09-Jun-2027</b> | <b>Antonino Mautino Aguirre</b> |                        |                 |

**Attachments**

| Type | File Name or URL           | Title                      | Description              |
|------|----------------------------|----------------------------|--------------------------|
| File | C26339 Final Agreement.pdf | C26339 Final Agreement.pdf | Final Executed Agreement |



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**AGREEMENT NO. C26339**

THIS AGREEMENT is made, on the date of execution by the County, between **Magnolia Plumbing, Inc.** ("Contractor"), a Maryland corporation, authorized to do business in the Commonwealth of Virginia with a place of business at 13400 Mid Atlantic Boulevard, Laurel, MD 20708, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Services
- Exhibit B – Location and Preventive Maintenance (PM) for Grease Trap, Sump Pumps, and Sewage Ejectors
- Exhibit C – Equipment Preventive Maintenance
- Exhibit D – Pricing Sheet
- Exhibit E – Contractor Performance Evaluation

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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide Specialized Plumbing Services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on June 10, 2026, and must be completed no later than June 9, 2027 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from June 10, 2027 to June 9, 2031 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT PRICING**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. N1400 at the prices provided in the bid of the Contractor.

**6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until June 9, 2027 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, for Washington-Arlington-Alexandria, DC-VA-MD-WV, All Items, All Urban Consumers ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

**7. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

**8. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 to the subcontractor that remain unpaid after seven 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 subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section 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.

**9. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**10. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**12. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**13. DELIVERY**

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

**14. WARRANTY**

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

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. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

**15. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

**16. DAMAGE TO PROPERTY**

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

**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, TRASH AND DEBRIS**

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

**19. OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

**20. HAZARDOUS MATERIALS**

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

**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 employees and subcontractors 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 and trained in 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 contract.

**23. FAILURE TO DELIVER**

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

**24. UNSATISFACTORY WORK**

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory

performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

**25. PROJECT STAFF**

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then 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 its subcontractors is the sole responsibility of the Contractor.

**26. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

**27. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**28. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

**29. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating 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 more than \$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, "workplace" means the site(s) for the performance of the work required by this Contract.

**30. SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**31. FORCED AND INDENTURED CHILD LABOR PROHIBITED**

During the performance of this Contract, the Contractor must: (i) prohibit the use of forced or indentured child labor in the performance of the Contract; and (ii) include this provision in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provision will be binding upon each subcontractor or vendor.

**32. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30

days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**33. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the

County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

**34. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**35. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**36. OWNERSHIP AND RETURN OF RECORDS**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**37. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**38. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the 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 bid was made without collusion or fraud; 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 procurement 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.

**39. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**40. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as

soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

**41. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**42. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**43. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**44. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**45. ASSIGNMENT**

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

**46. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**47. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**48. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

**49. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**50. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**51. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**52. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**53. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**54. 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.

**55. ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**56. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION or DATA SECURITY AND PROTECTION.

**57. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**58. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**59. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

Christian D. Magnolia, Co-President  
Magnolia Plumbing, LLC  
13400 Mid Atlantic Boulevard  
Laurel, MD 20708  
Phone: (202) 829-8510  
Email: [chrism@magnolia-companies.com](mailto:chrism@magnolia-companies.com)

**TO THE COUNTY:**

Tsehay Lightfoot, Project Officer  
Arlington County, VA  
1400 N. Uhle Street, Suite 601  
Arlington Virginia 22201  
Phone: (703) 228- 7593  
Email: [tlightfoot@arlingtonva.us](mailto:tlightfoot@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**60. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**61. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**62. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Miscellaneous E&O/ Professional Liability. - \$1,000,000 per occurrence/claim.
- e. Dishonesty Bond/Crime Insurance - \$500,000 per occurrence.
- f. Environmental Impairment Liability - Including coverage of on-site clean up - \$2,000,000 per occurrence, with \$4,000,000 aggregate.
- g. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- h. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- i. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- j. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

**63. MATERIAL CHANGES**

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

**64. CONTRACTOR PERFORMANCE EVALUATION**

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

**65. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

MAGNOLIA PLUMBING, LLC

AUTHORIZED  
SIGNATURE: DocuSigned by:  
*Antonino Mautino*  
C89CE96AA36F4AD...

AUTHORIZED  
SIGNATURE: Signed by:  
*Jonathan Werner*  
7D7E490B8EE1452...

NAME: Antonino Mautino Aguirre

NAME: Jonathan Werner

TITLE: Buyer

TITLE: Corporate Secretary

DATE: 6/5/2026

DATE: 6/2/2026

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. SERVICE REQUIREMENTS**

The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade including specialized testing equipment, consumable supplies (including, by way of illustration and not limitation, lubrication, solder, caulking, tape, wire nuts, fasteners, gases, and other consumable items) and materials as required to provide comprehensive preventive maintenance on all equipment listed in schedule A. The equipment listed in Schedules A and B represent current County inventory covered by this Contract. The Contractor shall provide maintenance, emergency on-call response, inspection, testing, repair, replacement, and installation services for the equipment listed on Schedules A and B in accordance with pricing submitted in the Pricing Sheet. The Contractor shall provide the above listed services for equipment not listed on Schedules A and B on a time and materials or project basis. All charges for materials, parts and equipment shall be at the Contractor's cost.

Work includes routine preventive maintenance type services or emergency responses to restore plumbing service in a facility. At the minimum the following are the body of work covered under this contract:

- 1) Grease Trap pumping and cleaning to include replacing damaged grease traps as needed and in compliance with Arlington County code ordinance.
- 2) Sewage and sump injector pumps to include pumping out sewage and ejector pumps, repairing and replacing sewage and sump parts and its components as needed.
- 3) Jet washing or power washing all drains when needed or as requested.
- 4) Vactor trucks include pumping out storm drains and oil separators tanks.
- 5) High-definition closed-circuit television (CCTV) inspection to inspect drain and sewage lines for damage in accordance with piping drain size, and or location; not be considered routine maintenance. Provision of video footage after each service where applicable.
- 6) Specialized plumbing services, including but not limited to, low height equipment for sewage pumps out that fits in a low ceiling height garage and provides different sized trucks to pump out sewage pumps, storm pumps and oil separators.
- 7) Hydro-jetting to flush plumbing lines.
- 8) Excavation services for sewer pipes.

The Contractor shall supervise and direct the work of its employees. The Contractor shall only assign those employees to work under this Contract that are fully qualified to perform the assigned task and have the necessary certification and training.

The Contractor shall ensure that at least one (1) assigned employee at the jobsite has full command of English language and is capable of communicating with the County Project Officer.

The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor. No mark-up shall be allowed. Work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

**NO "PORTAL TO PORTAL" CHARGES OR FUEL SURCHARGES ARE PERMITTED UNDER THE CONTRACT.**

**2. CONTRACT CHANGES**

The Contractor shall provide additional related equipment and services that are covered by this Scope of

Service to the County at similar prices listed for Schedule of Services of the Pricing Sheet. The line items in Schedule of Services of the Pricing Sheet are not an all-inclusive list of equipment and services needed by the County, but an example of the types of equipment and services associated with Grease Trap, Sump Pumps, and Sewage ejectors for preventive maintenance.

The County reserves the right to remove equipment and services from the contract. The value of listed equipment discontinued from service during the contract term shall be deducted from the annual contract price. Price for equipment added shall be added to the annual Contract price.

### **3. INSPECTION AND PREVENTIVE MAINTENANCE SERVICE**

The Contractor shall perform inspection, testing, and preventive maintenance (PM) of all equipment listed in Schedule A per the PM tasks in Schedule B. The Contractor shall provide to the County Project Officer within ten (10) calendar days of the issuance of a valid County Purchase Order an inspection, testing, and preventive maintenance first-month schedule for all equipment in Schedule A for review and approval by the County Project Officer. Contractor shall begin inspection and maintenance of all equipment in Schedules A upon County approval of the submitted schedule. The Contractor shall submit a monthly schedule for approval to the County Project Officer ten (10) calendar days prior to the start of each period.

The initial service to any equipment shall be the annual service or next highest cyclical service (e.g. semi-annual, quarterly). Upon completion of the initial service of all equipment listed in Schedule A and within sixty (60) calendar days of the County's approval of the schedule, the Contractor shall submit to the County's Project Officer one (1) written report in pdf. via email identifying the building name, building address, the date of service visit and the following information:

Equipment type and manufacturer (the Contractor shall verify the equipment listed in Schedule A for accuracy). Include any equipment not indicated on Schedule A;

- a) A statement as to the current condition of the equipment;
- b) A description of work performed as a part of the annual preventive maintenance visit;
- c) Specific recommendations for any repair or modification which the Contractor believes could enhance the operation of the equipment; and
- d) An estimate of the cost of each task to accomplish the work recommended in item 4 above using the contract labor rates;

- A written report shall be provided yearly after each annual service and within sixty (60) days.
- All major deficiencies found during any service visit shall be relayed by phone to the County Project Officer or designee on the same day of the service visit.
- All inspection, testing, and preventative maintenance of all equipment shall be performed by technicians that meet the criteria of technicians identified in the Contractor's Personnel Requirements Section.

### **4. INSPECTION REPORTS**

The Contractor shall submit all inspection reports to the Arlington County Inspection Services Division [Building – Official Website of Arlington County Virginia Government](#) as required by Arlington County ordinance.

### **5. NEW AND CORRECTIVE WORK**

In addition to the work on equipment listed in Schedule A, inspection, preventive maintenance, repair, replacement, and installation of equipment not listed in Schedules A and B and which are not due to the

Contractor's improper performance or negligence, shall be completed on a time and materials or project basis using the contract labor rate(s) when approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

#### **6. CCTV INSPECTION**

The Contractor shall provide closed circuit television (CCTV) inspection of building or associated building site piping on an as-needed basis. A written inspection report shall be submitted for all CCTV inspections within three (3) business days from inspection date. The report shall include the following at a minimum:

- a) Description of work performed and reason for performing the work;
- b) Address and name of building;
- c) Date, time and weather conditions;
- d) Name of camera operator;
- e) Electronic link of recorded video;
- f) Site plan with piping location size and depth; and
- g) Recommendations and associated cost estimates.

#### **7. WORK TICKET & WORK ORDERS (Work less than \$10,000)**

For time and material work less than \$10,000, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets indicating the issued Work Order number. The Contractor's employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job. The signed service ticket must be included with the invoice submitted for payment (**see clause 19. Titled "DOCUMENTATION NEEDED TO INITIATE PAYMENT FOR CONTRACT SERVICES).**

#### **8. PROJECT WORK**

The Contractor shall submit a NOT TO EXCEED formal proposal for all inspection, testing, maintenance, repair, replacement, and installation projects (excluding preventative maintenance) for service identified as "Project Work" by the County. The Contractor's proposal shall be Time and Material, based strictly on the Contract Labor Rates listed on the Pricing Sheet, and on the actual cost for materials used to complete the work. The proposal shall indicate the cost of the work, all the necessary materials and the associated labor, each as a separate line item. Upon acceptance of the proposal by the County Project Officer or designee, the County will issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the approved PO and an official written notice to proceed authorized by the County Project Officer or designee. The County reserves the right to solicit additional cost proposals or issue separate solicitations(s) for any such project work.

#### **9. PROJECT SCHEDULES & GUIDELINES**

To ensure timely project delivery, the Contractor must adhere to these maximum turnarounds' times:

- a) **Initial Response:** Within **one (1) business day** of receipt of work request.
- b) **Site Visit:** Conducted within **three (3) business days** (if required).
- c) **Written Proposal:** Submitted within **seven (7) business days** following the site visit.

The following timelines represent the **maximum allowable duration** for each phase. All deliverables will be finalized no later than the schedule listed above.

**10. SUBCONTRACTOR WORK**

The Contractor may use subcontractors to perform work only with prior written approval of the Project Officer. The Contractor's Subcontractors shall be qualified with the required certification, license and training to perform tasks under this contract. The Contractor must provide supervision of all work performed by the subcontractor under this contract.

**11. WORK HOURS**

Regular work hours are defined as: 7:00 a.m. to 5:00 p.m., Monday through Friday, except weekends and County-observed holidays linked here : [County Holiday Schedule](#). All work shall be performed during regular working hours unless directed otherwise by the County Project Officer or designee.

**12. ON-CALL SERVICE**

The Contractor shall provide twenty-four (24) hour on-call and emergency repair services. The Contractor shall respond onsite within two (2) hours of a call identified as an emergency and shall respond onsite within twenty-four (24) hours for routine service calls. On-call repair services shall be completed on a time and materials basis using contract unit prices. No work is authorized unless specifically approved in advance by the County Project Officer and unless a valid County Purchase Order is issued.

If the Contractor is unable to or fails to respond within the required time frame, the County reserves the right to obtain the service elsewhere. If the Contractor is unable to or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the County may terminate the contract.

**13. OVERTIME WORK**

Work authorized to be performed on a time and material basis outside of regular work hours shall be paid at the hourly overtime labor rate(s) provided on the Pricing Sheet. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer. Work performed outside of regular work hours without the advance approval of the Project Officer or for the Contractor's convenience shall be paid for at straight-time hourly labor rate(s) only.

**14. 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. THE CONTRACTOR'S PERSONNEL SHALL ALSO CALL THE DISPATCHER IN ADVANCE OF THEIR DEPARTURE TO OBTAIN A SIGNATURE FROM COUNTY PROJECT OFFICER.**

**15. MATERIAL AND WORKMANSHIP**

All parts and materials used or furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer is required when rebuilt parts are proposed for use. Tools of the trade and other trade consumables used to rebuilt parts are not valid contract expenses. The cost of

consumables is considered administrative expenses. These shall be included as part of the hourly rates listed on the Pricing Sheet.

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. All charges for materials for all contract work shall be at the Contractor's cost. The Contractor must provide supporting invoices/receipts for materials.

The County may, at its option and sole discretion, provide materials or fixtures to the Contractor for installation by the Contractor at the contract hourly rates.

**16. ADDITIONAL EQUIPMENT REQUIREMENTS**

Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle. If the project assigned requires the use of equipment and/or services not covered by this contract or normally associated with the provision of plumbing repair and maintenance services, including by way of illustration and not limitation, backhoes, trenching and asphalt patching, the estimated costs of the additional equipment and/or services shall be identified in the Contractor's written proposal for the job. If the County accepts the use of additional equipment and/or services, the Contractor will be reimbursed only for the actual amount of the cost of such equipment and/or services. The County reserves the right to obtain from others the additional equipment and/or services.

**17. CONTRACTOR'S PERSONNEL REQUIREMENTS**

**A. CONTRACT MANAGER**

The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, etc.). The Contractor shall identify the Contract Manager to the County 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 plumbing systems and components; 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 Manger shall meet with the County Project Officer for quarterly progress meetings with the County Project Officer's request.

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

**B. PROJECT MANAGER**

The Contractor shall provide project management on an as-needed basis. The Project Manager shall be responsible for project coordination of installation, repair, and replacement projects. The coordination tasks shall include, but not be limited to: scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). A Project Manager may only be charged for project work over \$25,000.

**C. PLUMBERS**

The Contractor shall provide on an as-needed basis Plumbers who currently hold an active Journeyman or Master Plumber tradesman certification through the Virginia Board for Contractors. Evidence of stated certification shall be made available to the County upon request at any time. Each Plumber must have at least five (5) years of experience in the plumbing field.

The Contractor shall employ at all times during the Contract term at least four (4) journeyman Plumbers and one (1) master Plumber that are readily available to perform work under this Contract.

The Contractor shall employ at all times during the Contract term at least two (2) licensed backflow device testers readily available to perform work under this Contract.

**D. HELPER**

The Contractor shall provide a helper to assist the Plumber on an as-needed basis. The Helper shall: be capable of providing assistance to the Journeyman or Master Plumber; have a minimum of one year's exposure to the plumbing field; be able to work with basic tools of the trade; and be able to independently perform basic plumbing tasks.

The Contractor shall employ at all times during the Contract term at least four (4) Helpers that are readily available to perform work under this Contract.

All employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed and shall conduct themselves in a professional manner at all times.

**18. REQUIRED DOCUMENTATION FOR PAYMENT**

The Contractor shall submit invoice for payment for each project. All invoices shall contain the following information:

Associated documentation required for invoice payment:

- a) Building where work was performed;
- b) Date and time the repair work was done;
- c) Brief description of the service;
- d) Amount of billing showing all materials used and total hours required to complete the work. contractor's invoices for materials and signed work orders shall be attached;
- e) Purchase order and work order numbers in the right upper corner of the invoice;
- f) Payment is subject to the submission of valid professional licenses for all contractor personnel providing service. The contractor must attach these credentials to each submitted invoice; and
- g) Contractor must submit invoices within fifteen (15) days after the service is completed.

**19. 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 Project Officer. Priority work identified by the County Project Officer or designee shall

take precedent over current work.

## 20. SPECIAL REQUIREMENTS

### a) 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.

### b) EQUIPMENT ACCESSIBILITY:

The Contractor shall provide the means and methods to access all equipment. This includes, but is not limited to, ladders and scissors lifts (man-lifts).

### c) ROOF SAFETY:

The Contractor shall follow all applicable federal, state, and local safety requirements and regulations for roof safety.

### d) SAFETY WORK PLAN:

The Contractor shall provide a safety work plan to the County Project Officer or designee upon request from the County Project Officer or designee. This plan shall be submitted for approval prior to the start of work.

### e) CODES AND STANDARDS:

All work performed under this contract shall be in strict accordance with all applicable codes, industry standards, and County Standards.

### f) CONFINED SPACE:

- Work under this contract requires entry into confined spaces as identified by OSHA, Standard 29 CFR 1910.146 <https://www.osha.gov/lawsregs/regulations/standardnumber/1910/1910.146>, Permit Required Confined Spaces. Compliance with this standard as well as all other applicable local, state, and federal standards is mandatory.
- The confined space may be oxygen deficient or contain other hazards. Personnel entering confined spaces must have proper training and equipment to allow for safe entry and execution of work within the confined space. The County facilities may include permit required confined spaces as well as non-permit required confined spaces.
- The qualified Contractor must have a written Permit-required Confined Space Entry Program and documented training to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140 <http://register.dls.virginia.gov/home.aspx> . The Contractor shall provide the County Project Officer a copy of the program and documented training along with a list of trained and certified Contractor personnel within ten calendar days of the issuance of a Notice of Award.
- The Contractor's Project Officer must provide the County's Project Officer a copy of the Contractor's Safety Manual and Health Plan that includes the Confined Space Entry

Procedures, Rescue Plan, and Entry Permits for approval. The Safety Manual and Health Plan must comply with OSHA 1910.146 as well as all other applicable local, state and federal standards.

- Entry Permits must be filed and maintained by the Contractor. When entering permit required confined spaces, the permit shall be posted at the work site during the entry.

g) MATERIAN 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.).

h) PARKING:

Parking for the Contractor will not be provided. The Contractor is responsible all parking fees associated with its vehicles on job assignments.

**21. JUSTICE CENTER BACKGROUND CHECK AND SECURITY REQUIREMENTS**

All Contractor personnel anticipated to work on this Contract must obtain background check approval from the Arlington County Sheriff's Office to access the Justice Center. Those passing the background check must attend a one-day Arlington County Sheriff's Office security class in order to work in the ACDF and Courthouse. The one-day training session provided by the Sheriff's Office will include, but not be limited to, expected onsite security protocols, responsibilities and compliance with the Prison Rape Elimination Act (PREA) as specified in 28 CFR Part 115 of the Federal Registry. Attendance at an annual one-day security/PREA refresher training will also be required. The Contractor shall not be reimbursed for time required for ACDF training.

When entering or performing work in at the ACDF, any and all Contractor's personnel carrying tools and replacement parts shall carry such tools and replacement parts in a locked tool bag or mobile tool cart with lockable drawers/doors. In addition, each tool bag or mobile toll cart must have a current (daily) inventory of the list of tools, replacement parts and any hazardous material or product contained on the bag or mobile cart prior to entering and leaving the ACDF.

**22. METHOD OF MEASURING PERFORMANCE**

The performance of the Contractor will be measured during the term of the contract by consideration of the following performance criteria:

- a) Provision of appropriately certified and trained personnel as required in the section titled "Contractor's Personnel";
- b) Number of call-backs to correct malfunctions/failures;
- c) Response to requests for work as provided for in these specifications;
- d) Performance of services within accepted industry standards and codes;
- e) Adherence to contractual requirement for onsite response for emergency work and routine service calls;
- f) Performance of services within the time prescribed within accepted industry standards and codes;
- g) Contract Manager's ability to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required in the Contractor's Personnel section; and
- h) Adherence to all applicable local, state and federal standards regarding confined space entry and

material disposal.

**23. SERVICES FOR OTHER COUNTY DEPARTMENTS**

This Contract is extended to other County Departments. If other Departments make use of this Contract, a separate Purchase Order (“PO”) must be issued by that Department. All the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Department issuing the PO.

**EXHIBIT B  
PRICING SHEET**

**SECTION 1: SCHEDULE SERVICES**

PRICE FOR PREVENTIVE MAINTENANCE, INSPECTION, TESTING, AND OTHER TASK ITEMS FOR EQUIPMENT LISTED IN SCHEDULES A. ANNUAL PRICE INCLUDES ALL COSTS FOR PERFORMANCE OF TASKS INDICATED IN THE SCOPE OF SERVICES AND SCHEDULE B.

| SCHEDULE OF SERVICES |   |       |   |       |            |             |
|----------------------|---|-------|---|-------|------------|-------------|
| ITEM #               | EQUIPMENT / SERVICES                            | LOC # | LOCATION  | FREQ. | RATE       | EXTENDED    |
| 1                    | Ejector Pump System                             | 1     | <i>Arlington Mill</i> - 909 S. Dinwiddie Street, Arlington VA - Interior - Sump     | 1     | \$1,070.00 | \$1,070.00  |
| 2                    | Ejector Pump System                             | 1     | <i>Arlington Mill</i> - 909 S. Dinwiddie Street, Arlington VA - Interior - Sump     | 1     | \$1,070.00 | \$1,070.00  |
| 3                    | Ejector Pump System                             | 1     | <i>Arlington Mill</i> - 909 S. Dinwiddie Street, Arlington VA - Interior - Sump     | 1     | \$1,070.00 | \$1,070.00  |
| 4                    | Ejector Pump System                             | 1     | <i>Arlington Mill</i> - 909 S. Dinwiddie Street, Arlington VA - Interior - Sump     | 1     | \$1,070.00 | \$1,070.00  |
| 5                    | Ejector Pump System                             | 1     | <i>Arlington Mill</i> - 909 S. Dinwiddie Street, Arlington VA - Exterior - Sewage   | 2     | \$1,070.00 | \$2,140.00  |
| 6                    | Oil/Sand Interceptor - Parking Garage           | 1     | <i>Arlington Mill</i> - 909 S. Dinwiddie Street, Arlington VA - Interior            | 1     | \$3,065.00 | \$3,065.00  |
| 7                    | Flow Based Grease Interceptor                   | 1     | <i>Arlington Mill</i> - 909 S. Dinwiddie Street, Arlington VA - Interior            | 12    | \$190.00   | \$2,280.00  |
| 8                    | Flow Based Grease Interceptor                   | 2     | <i>Argus House</i> - 1527 Clarendon St., Arlington VA - Interior                    | 12    | \$190.00   | \$2,280.00  |
| 9                    | Ejector Pump System                             | 3     | <i>Arlington Arts</i> - 3550 Wilson Blvd., Arlington VA - Interior - Sump           | 1     | \$1,070.00 | \$1,070.00  |
| 10                   | Ejector Pump System                             | 4     | <i>Central Library</i> - 1015 N. Quincy St., - Level G3 - Sump - Upon Request       | 1     | \$1,070.00 | \$1,070.00  |
| 11                   | Ejector Pump System                             | 4     | <i>Central Library</i> - 1015 N. Quincy St., - Level G3 - Sump - Upon Request       | 1     | \$1,070.00 | \$1,070.00  |
| 12                   | Ejector Pump System                             | 5     | <i>Courts/Police</i> - 1425 N. Courthouse Rd. - Interior - Sewage                   | 3     | \$1,070.00 | \$3,210.00  |
| 13                   | Ejector Pump System                             | 5     | <i>Courts/Police</i> - 1425 N. Courthouse Rd. - Interior/Garage- Sump - Upon Req.   | 1     | \$1,070.00 | \$1,070.00  |
| 14                   | Grease Interceptor Volume Based                 | 6     | <i>Detention Facility</i> - 1435 N. Courthouse Rd. - Interior                       | 4     | \$4,200.00 | \$16,800.00 |
| 15                   | Ejector Pump System                             | 6     | <i>Detention Facility</i> - 1435 N. Courthouse Rd. - Interior - Sewage Upon Req.    | 1     | \$1,070.00 | \$1,070.00  |
| 16                   | Ejector Pump System                             | 6     | <i>Detention Facility</i> - 1435 N. Courthouse Rd. - Interior - Storm - Upon Req.   | 1     | \$1,070.00 | \$1,070.00  |
| 17                   | Ejector Pump System                             | 6     | <i>Detention Facility</i> - 1435 N. Courthouse Rd. - Interior/Elevators - Upon Req. | 1     | \$1,070.00 | \$1,070.00  |
| 18                   | Ejector Pump System                             | 6     | <i>Detention Facility</i> - 1435 N. Courthouse Rd. - Interior/Elevators - Upon Req. | 1     | \$1,070.00 | \$1,070.00  |
| 19                   | Ejector Pump System                             | 6     | <i>Detention Facility</i> - 1435 N. Courthouse Rd. - Interior/Elevators - Upon Req. | 1     | \$1,070.00 | \$1,070.00  |
| 20                   | Trench Drains                                   | 7     | <i>Equipment Division</i> - 2701 S. Taylor St., Arlington VA - Interior             | 2     | \$375.00   | \$750.00    |
| 21                   | Trench Drains                                   | 7     | <i>Equipment Division</i> - 2701 S. Taylor St., Arlington VA - Interior             | 2     | \$375.00   | \$750.00    |
| 22                   | Trench Drains                                   | 7     | <i>Equipment Division</i> - 2701 S. Taylor St., Arlington VA - Interior             | 2     | \$375.00   | \$750.00    |
| 23                   | Trench Drains                                   | 7     | <i>Equipment Division</i> - 2701 S. Taylor St., Arlington VA - Interior             | 2     | \$375.00   | \$750.00    |
| 24                   | Oil/Sand Interceptor - Vehicle Washing Facility | 7     | <i>Equipment Division</i> - 2701 S. Taylor St., Arlington VA - Exterior             | 2     | \$4,538.00 | \$9,076.00  |
| 25                   | Ejector Pump System                             | 7     | <i>Equipment Division</i> - 2701 S. Taylor St., Arlington VA - Interior - Sewage    | 2     | \$1,070.00 | \$2,140.00  |

|    |   |    |   |    |             |                     |
|----|---|----|---|----|-------------|---------------------|
| 26 | Oil/Sand Interceptor - Vehicle Washing Facility | 8  | <b>Vehicle Wash</b> - 4260 S. 28th Street, Arlington VA - Exterior                            | 2  | \$3,775.00  | \$7,550.00          |
| 27 | Grease Interceptor Flow Based                   | 9  | <b>Fairlington Center</b> - 3308 Stafford St., Arlington VA - Interior                        | 12 | \$190.00    | \$2,280.00          |
| 28 | Grease Interceptor Flow Based                   | 10 | <b>Fire Station #2</b> - 4805 Wilson Blvd., Arlington VA - Interior - Under kit. Sink         | 12 | \$190.00    | \$2,280.00          |
| 29 | Oil/Sand Interceptor - Vehicle Service Facility | 10 | <b>Fire Station #2</b> - 4805 Wilson Blvd., Arlington VA - Exterior                           | 1  | \$1,647.00  | \$1,647.00          |
| 30 | Oil/Sand Interceptor - Vehicle Service Facility | 10 | <b>Fire Station #2</b> - 4805 Wilson Blvd., Arlington VA - Exterior                           | 1  | \$1,647.00  | \$1,647.00          |
| 31 | Grease Interceptor Flow Based                   | 11 | <b>Fire Station #3</b> - 4100 Old Dominion Dr. - Interior - Under Kitchen Sink                | 12 | \$190.00    | \$2,280.00          |
| 32 | Oil/Sand Interceptor - Vehicle Service Facility | 11 | <b>Fire Station #3</b> - 4100 Old Dominion Dr. - Interior/Mech. Room - Upon Req.              | 1  | \$1,070.00  | \$1,070.00          |
| 33 | <b>Ejector Pump System</b>                      | 11 | <b>Fire Station #3</b> - 4100 Old Dominion Dr. - Exterior                                     | 1  | \$1,865.00  | \$1,865.00          |
| 34 | Grease Interceptor Volume Based                 | 12 | <b>Fire Station #5</b> - 1750 S. Hayes St., Arlington VA - Exterior                           | 4  | \$380.00    | \$1,520.00          |
| 35 | Oil/Sand Interceptor - Vehicle Service Facility | 12 | <b>Fire Station #5</b> - 1750 S. Hayes St., Arlington VA - Exterior                           | 1  | \$935.00    | \$935.00            |
| 36 | Grease Interceptor Volume Based                 | 13 | <b>Fire Station #6</b> - 6950 Little Falls Rd., Arlington VA - Exterior                       | 4  | \$380.00    | \$1,520.00          |
| 37 | Oil/Sand Interceptor - Vehicle Service Facility | 13 | <b>Fire Station #6</b> - 6950 Little Falls Rd., Arlington VA - Exterior                       | 1  | \$1,040.00  | \$1,040.00          |
| 38 | <b>Oil/Sand Interceptor - Parking Garage</b>    | 14 | Fire Station #8- 4845 Langston Blvd Arlington VA- Exterior                                    | 1  | \$1,575.00  | \$1,575.00          |
| 39 | <b>Grease Interceptor Flow Based</b>            | 14 | Fire Station #8- 4845 Langston Blvd Arlington VA- Exterior                                    | 12 | \$190.00    | \$2,280.00          |
| 40 | Oil/Sand Interceptor - Vehicle Service Facility | 15 | <b>Fire Station #9</b> - 1900 Walter Reed, Arlington VA - Interior                            | 1  | \$1,975.00  | \$1,975.00          |
| 41 | Ejector Pump System                             | 15 | <b>Fire Station #9</b> - 1900 Walter Reed, Arlington VA - Interior - Sewage                   | 2  | \$1,070.00  | \$2,140.00          |
| 42 | Grease Interceptor Flow Based                   | 16 | <b>Fire Station #10</b> - 1559 Wilson Blvd., Arlington VA - Interior                          | 12 | \$190.00    | \$2,280.00          |
| 43 | Ejector Pump System                             | 17 | <b>Fort CE Smith Main House</b> - 2411 N. 24th St., Arlington - Exterior- Sewage              | 2  | \$1,070.00  | \$2,140.00          |
| 44 | Grease Interceptor Flow Based                   | 18 | <b>Residential Program CTR.</b> - 1554 Columbia Pike - Interior - Under Kitch. Sink           | 12 | \$190.00    | \$2,280.00          |
| 45 | Grease Interceptor Flow Based                   | 19 | <b>Walter Reed Rec Ctr.</b> - 2909 S. 16th Street, Arlington VA - Interior                    | 12 | \$190.00    | \$2,280.00          |
| 46 | Trench Drains                                   | 20 | <b>ART Light Maintenance Facility</b> - 3201 South Eads St., Arlington VA - Interior          | 2  | \$1,155.00  | \$2,310.00          |
| 47 | Oil/Sand Interceptor - Vehicle Washing Facility | 20 | <b>ART Light Maintenance Facility</b> - 3201 South Eads St., Arlington VA - Interior          | 2  | \$11,375.00 | \$22,750.00         |
| 48 | Ejector Pump System                             | 20 | <b>ART Light Maintenance Facility</b> - 3201 South Eads St., Arlington VA - Exterior - Sewage | 2  | \$1,070.00  | \$2,140.00          |
| 49 | Oil/Sand Interceptor - Vehicle Washing Facility | 20 | <b>ART Light Maintenance Facility</b> - 3201 South Eads St., Arlington VA - Exterior          | 2  | \$2,575.00  | \$5,150.00          |
|    |   |    |   |    |             | <b>\$132,835.00</b> |

**SECTION 2: LABOR RATES**

HOURLY RATES INCLUDE THE PROVISION OF WORK AT JOB SITE. LABOR RATES SHOULD BE FULLY LOADED RATES FOR ALL THINGS NECESSARY FOR PERFORMING THE WORK INCLUDING BUT NOT LIMITED TO LABOR, TOOLS, AND TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, CONSUMABLE SUPPLIES, AND LODGING. OVERTIME (OVER 8 HOURS OF CONSECUTIVE WORK) SHALL BE PAID AT TIME AND HALF OF THE REGULAR RATES.

**NO "PORTAL" CHARGES OR FUEL SURCHARGES ARE PERMITTED UNDER THE CONTRACT.**

| LABOR RATES   |                 |                                 |            |                            |                                     |                               |                     |
|---|-----------------|---------------------------------|------------|----------------------------|-------------------------------------|-------------------------------|---------------------|
| <u>ITEM #</u>   | <u>POSITION</u> | <u>ESTIMATED HOURS PER YEAR</u> | <u>UOM</u> | <u>REGULAR HOURLY RATE</u> | <u>AFTER HOURS / SATURDAY RATES</u> | <u>HOLIDAY / SUNDAY RATES</u> | <u>TOTAL COST</u>   |
| 1   | Project Manager | 50                              | Hour       | \$0.00                     | \$0.00                              | \$0.00                        | \$0.00              |
| 2   | Master Plumber  | 150                             | Hour       | \$190.00                   | \$305.00                            | \$305.00                      | \$28,500.00         |
| 3   | Plumber         | 1000                            | Hour       | \$190.00                   | \$305.00                            | \$305.00                      | \$190,000.00        |
| 4   | Helper          | 850                             | Hour       | \$162.00                   | \$255.00                            | \$255.00                      | \$137,700.00        |
| EMERGENCY RATES- EMERGENCY DRAIN CLEANING RATES- THE BELOW RATES ARE INCLUSIVE IF A TWO-MAN CREW EQUIPPED WITH MULTIPLE ELECTRIC DRAIN CLEANING MACHINES & CABLE, PORTABLE SEWER VIDEO INSPECTION EQUIPMENT, SEWER LOCATING EQUIPMENT, AND HIGH-PRESSURE WATER JETTING EQUIPMENT. |                 |                                 |            |                            |                                     |                               |                     |
| 5   | Two-Man Crew    | 10                              | Hour       | \$292.00                   | \$328.00                            | \$328.00                      | \$2,920.00          |
| <b>SECTION 2. TOTAL FOR ALL LABOR RATES =</b>   |                 |                                 |            |                            |                                     |                               | <b>\$359,120.00</b> |

**EXHIBIT C  
LOCATIONS AND PREVENTATIVE MAINTENANCE (PM)  
FOR GREASE TRAP, SUMP PUMPS AND SEWAGE EJECTORS**

| <b>ARLINGTON MILL (909 S. DINWIDDIE ST.)</b> |                 |                       |                   |                     |
|--|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                                  | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1  | 4               | Sump Pumps            | Interior Building | 1 time a year       |
| 2  | 1               | Sewage ejector        | Exterior Building | 2 times a year      |
| 3  | 1               | Oil Interceptor       | Interior Building | 1 time a year       |
| 4  | 1               | Grease Interceptor    | Interior Building | 12 times a year     |

| <b>ARGUS HOUSE (1527 CLARENDON ST.)</b> |                 |                       |                   |                     |
|---|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                             | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1                                       | 1               | Grease Interceptor    | Interior Building | 12 times a year     |

| <b>ARLINGTON ARTS CENTER (3550 WILSON BLVD.)</b> |                 |                       |                   |                     |
|--|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                                      | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1  | 1               | Sump Pump             | Interior Building | 1 time a year       |

| <b>CENTRAL LIBRARY (1015 N. QUINCY ST.)</b> |                 |                       |                |                              |
|---|-----------------|-----------------------|----------------|------------------------------|
| <b>Item</b>                                 | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b> | <b>PM Frequency</b>          |
| 1   | 1               | Sump Pump             | Level G3       | 1 time a year (upon request) |

| <b>COURTS/POLICE (1425 N. COURTHOUSE RD.)</b> |                 |                       |                   |                              |
|---|-----------------|-----------------------|-------------------|------------------------------|
| <b>Item</b>                                   | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b>          |
| 1   | 1               | Sewage injector       | Interior Building | 3 times a year               |
| 2   | 1               | Sump Pump (garage)    | Interior Building | 1 time a year (upon request) |

| <b>DETENTION FACILITY (1435 N. COURTHOUSE RD. )</b> |                 |                       |                               |                              |
|---|-----------------|-----------------------|-------------------------------|------------------------------|
| <b>Item</b>   | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>                | <b>PM Frequency</b>          |
| 1   | 1               | Grease Interceptor    | Interior Building             | 4 times a year               |
| 2   | 1               | Storm Water injector  | Interior Building             | 1 time a year (upon request) |
| 3   | 4               | Sump Pumps            | Interior Building (elevators) | 1 time a year (upon request) |
|   |                 |                       |                               |                              |

| <b>EQUIPMENT DIVISION (2701 S. TAYLOR ST. )</b> |                 |  |   |                     |
|---|-----------------|--|---|---------------------|
| <b>Item</b>                                     | <b>Quantity</b> | <b>Equipment Type</b>  | <b>Remarks</b>  | <b>PM Frequency</b> |
| 1   | 4               | Trench drains/the building has 4 set of overhead doors and each set has a continuous drain | clean all trench drains before cleaning/pumping the oil interceptor | 2 times a year      |
| 2   |                 | Oil Interceptor  | Exterior Building   | 2 times a year      |
| 3   | 1               | Sewage Ejector   | Interior Building   | 2 times a year      |

| <b>VEHICLE WASH (4260 S. 28TH ST.)</b> |                 |                       |                   |                     |
|--|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                            | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1                                      | 1               | Oil Interceptor       | Exterior Building | 2 times a year      |

| <b>FAIRLINGTON CENTER (3308 STAFFORD ST.)</b> |                 |                       |                   |                     |
|---|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                                   | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1   | 1               | Grease Trap           | Interior Building | 12 times a year     |

| <b>FIRE STATION #2 (4805 WILSON BLVD)</b> |                 |                       |                                      |                     |
|---|-----------------|-----------------------|--------------------------------------|---------------------|
| <b>Item</b>                               | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>                       | <b>PM Frequency</b> |
| 1   | 1               | Grease Interceptor    | Interior Building under kitchen sink | 12 times a year     |
| 2   | 2               | Oil Interceptor       | Exterior Building                    | 1 time a year       |

| <b>FIRE STATION #3 (4100 OLD DOMINION DR.)</b> |                 |                       |                                      |                              |
|--|-----------------|-----------------------|--------------------------------------|------------------------------|
| <b>Item</b>                                    | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>                       | <b>PM Frequency</b>          |
| 1  | 1               | Grease Interceptor    | Interior Building under kitchen sink | 12 times a year              |
| 2  | 1               | Oil Interceptor       | Inside mechanical room               | 1 time a year (upon request) |
| 3  | 1               | Oil Interceptor       | Exterior Building                    | 1 time a year                |

| <b>FIRE STATION #5 (1750 S. HAYES ST.)</b> |                 |                       |                   |                     |
|--|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                                | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1  | 1               | Grease Interceptor    | Exterior Building | 4 times a year      |
| 2  | 1               | Oil Interceptor       | Exterior Building | 1 time a year       |

| <b>FIRE STATION #6 (6950 LITTLE FALLS RD.)</b> |                 |                       |                   |                     |
|--|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                                    | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1  | 1               | Grease Interceptor    | Exterior Building | 4 times a year      |
| 2  | 1               | Oil interceptor       | Exterior Building | 1 time a year       |

| <b>FIRE STATION #8 (4845 LANGSTON BLVD)</b> |                 |                       |                |                     |
|---|-----------------|-----------------------|----------------|---------------------|
| <b>Item</b>                                 | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b> | <b>PM Frequency</b> |
| 1   | 1               | Oil/Sand Interceptor  | Parking Garage | 12 times a year     |
| 1   | 1               | Grease Interceptor    | Exterior       | 1 time a year       |

| <b>FIRE STATION #9 (1900 WALTER REED)</b> |                 |                       |                   |                     |
|---|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>                               | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1   | 1               | Oil Interceptor       | Interior Building | 1 time a year       |
| 2   | 1               | Sewage ejector        | Interior Building | 2 times a year      |

| <b>FIRE STATION #10 (1559 WILSON BLVD) UNDER CONSTRUCTION</b> |                 |                       |                   |                     |
|---|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>   | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1   | 1               | Oil Interceptor       | Interior Building | 12 times a year     |
| 2   | 1               | Sewage ejector        | Interior Building | 4 times a year      |

| <b>FORT CE SMITH MAIN HOUSE (2411 N. 24TH ST.)</b> |                 |                       |                   |                     |
|--|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>  | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1  | 1               | Sewage ejector        | Exterior Building | 2 times a year      |

| <b>RESIDENTIAL PROGRAM CTR. (1554 COLUMBIA PIKE)</b> |                 |                       |                                      |                     |
|--|-----------------|-----------------------|--------------------------------------|---------------------|
| <b>Item</b>  | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>                       | <b>PM Frequency</b> |
| 1  | 1               | Grease Interceptor    | Interior Building/under kitchen sink | 12 times a year     |

| <b>WALTER REED REC CENTER (2909 S. 16<sup>TH</sup> ST.)</b> |                 |                       |                   |                     |
|---|-----------------|-----------------------|-------------------|---------------------|
| <b>Item</b>   | <b>Quantity</b> | <b>Equipment Type</b> | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1   | 1               | Grease Interceptor    | Interior Building | 12 times a year     |

| <b>ART BUS LIGHT MAINTENANCE FACILITY (3201 SOUTH EADS ST.)</b> |                 |  |                   |                     |
|---|-----------------|--|-------------------|---------------------|
| <b>Item</b>   | <b>Quantity</b> | <b>Equipment Type</b>                        | <b>Remarks</b>    | <b>PM Frequency</b> |
| 1   | 1               | Trench Drains                                | Interior Building | 2 times a year      |
| 2   | 1               | Ejector Pump System                          | Exterior          | 2 times a year      |
| 3   | 1               | Oil/San Interceptor-Vehicle Washing Facility | Interior          | 2 times a year      |
| 4   | 1               | Oil/San Interceptor-Vehicle Washing Facility | Exterior          | 2 times a year      |

**EXHIBIT D**  
**EQUIPMENT PREVENTIVE MAINTENANCE TASKS**

At a minimum, the Contractor shall perform the following inspection and maintenance tasks on equipment identified in SCHEDULE A. Any deviations from the requirements below require the advance approval of the County Project Officer.

**Grease Interceptor - Flow Based - General Scope**

- 1) Remove all lids or access panels.
- 2) Take a time and date stamped before photograph of the full interceptor.
- 3) Use a Sludge Judge or comparable tool to take a FOG/Solids reading and record the data.
- 4) Evacuate all of the contents from the interceptor using a scavenger pump truck or portable vacuum unit.
- 5) If the interceptor has a removeable baffle, remove the baffle and clean it using a garden hose.
- 6) If the interceptor has an air inlet chamber, use a garden hose to flush the chamber by removing any built-up grease or debris.
- 7) Take a time and date stamped after photograph of the fully evacuated interceptor.
- 8) Reinstall the tank lids.
- 9) Clean up the work area and document the operation of the interceptor noting any deficiencies.
- 10) Haul all contents to an approved disposal facility and complete any required manifest documentation.

**Grease Interceptor - Volume Based - General Scope**

- 1) Remove all manhole lids or access panels.
- 2) Take a time and date stamped before photograph of the full interceptor.
- 3) Use a Sludge Judge or comparable tool to take a FOG/Solids reading and record the data.
- 4) Begin the cleaning procedure from the inlet end or inlet compartment using the following general sequence:
  - a. Remove the floating grease layer first.
  - b. Scrape the grease adhering to the interceptor or grease trap walls where accessible.
  - c. As the water level is reduced, pull sediment toward the vacuum hose by removing all sediment.
    - i. If it becomes necessary to add water back into the interceptor, add only enough to create sediment slurry.
    - ii. Use a truck mounted high pressure water jet to pressure wash as much of the internal surfaces of the interceptor as is accessible from above without entering the interceptor.
    - iii. Vacuum each compartment until it is completely empty.
  - d. Repeat the above procedure as necessary from each manhole or other access opening so that when completed the entire interceptor has been left clean and empty.
- 5) Take a time and date stamped after photograph of the fully evacuated interceptor.
- 6) Reinstall the tank lids.
- 7) Clean up the work area and document the operation of the interceptor noting any deficiencies.
- 8) Haul all contents to an approved disposal facility and complete any required manifest documentation.

### **Ejector Pump System - General Scope**

- 1) Remove all manhole lids or access panels.
- 2) Take a time and date stamped before photograph of the full interceptor.
- 3) Manually activate the ejector pumps to pump down the waste that is in the system being careful not to airlock the pumps.
- 4) Use a pump truck in conjunction with a garden hose and/or high-pressure water jet to wash the internal surfaces of the ejector pit including the pumps, floats, and control wiring.
- 5) We will perform the below referenced diagnostic checks on the ejector system.
  - a. Check performance of each pump and check for the presence of moisture in the controller.
  - b. Check and record amperage draw during flow conditions.
  - c. Check rotation of pump impeller if possible.
  - d. Check and record resistance of pump windings.
  - e. Determine pump normal rate of discharge.
  - f. Check for noisy pump operations.
  - g. Check operation of check valves.
  - h. Check for leaks in piping and connections.
  - i. Visually inspect basin and lift-out rail system.
  - j. Check level control switch(s) sequencing for proper operation.
  - k. Check basin high level alarm for proper operation.
  - l. Check condition of electrical control panel.
  - m. Check pump override relay.
  - n. Check all electrical connections at control panel.
  - o. Check condition and test transformer and overload heaters.
  - p. Check all status lighting.
  - q. Check contactor or starter for pitting and chattering.
- 6) Take a time and date stamped after photograph of the fully evacuated ejector system.
- 7) Reinstall the tank lids.
- 8) Clean up the work area and document the operation of the interceptor noting any deficiencies.
- 9) Haul all contents to an approved disposal facility and complete any required manifest documentation.

### **Oil/Sand Interceptor - General Scope**

- 1) Remove all manhole lids or access panels.
- 2) Take a time and date stamped before photograph of the full interceptor.
- 3) Begin the cleaning procedure from the inlet end or inlet compartment using the following general sequence:
  - a. Remove the floating grease layer first.
  - b. Scrape the grease adhering to the interceptor or grease trap walls where accessible.
  - c. As the water level is reduced, pull sediment toward the vacuum hose removing all sediment.
    - i. If it becomes necessary to add water back into the interceptor, add only enough to create sediment slurry.

- ii. Use a truck mounted high pressure water jet to pressure wash as much of the internal surfaces of the interceptor as is accessible from above without entering the interceptor.
  - iii. Vacuum each compartment until completely empty.
- d. Repeat the above procedure as necessary from each manhole or other access opening so that when completed the entire interceptor has been left clean and empty.
- 4) Take a time and date stamped after photograph of the fully evacuated interceptor.
  - 5) Reinstall the tank lids.
  - 6) Clean up the work area and document the operation of the interceptor noting any deficiencies.
  - 7) Haul all contents to an approved disposal facility and complete any required manifest documentation in compliance with the Environmental Protection Agency (EPA) [U.S. Environmental Protection Agency | US EPA](#) and the Arlington County ordinance [Codes & Ordinances – Official Website of Arlington County Virginia Government](#).

### **Trench Drains**

- 1) Remove by pumping all of the debris in the internal surfaces of the trench drains.
- 2) Use a high-pressure water jet to pressure wash the internal surfaces of the trench drains.
- 3) Use a high-pressure water jet to clean the inlet and outlet line of the trench drain.

### **Bus Wash Circulator Tank - Art Transit Bureau Light Maintenance Facility - 3201 S. Eads Street**

- 1) Remove by pumping all of the standing water, debris, and sediment - 16 tons - from the (1) one bus wash circulator tank.
  - a. Chamber A - 58'4" x 2'10" x 5'10" deep.
  - b. Chamber B - 3' x 2'10" x 5'10" deep.
  - c. Chamber C - 3' x 2'10" x 5'10" deep.
  - d. Chamber D - 9'4" x 2'10" x 5'10" deep.
- 2) Use a high-pressure water jet to power wash all of the internal surfaces of the bus wash circulator tank.
- 3) Use a high-pressure water jet to clean the PVC outlet drain lines of the bus wash circulator tank.

**EXHIBIT E**  
**CONTRACTOR PERFORMANCE EVALUATION FORM**

**ARLINGTON COUNTY GOVERNMENT**  
**Contractor Performance Evaluation Form**

Contractor Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Date: \_\_\_\_\_ Project/Contract Name: \_\_\_\_\_

Interim Evaluation \_\_\_\_ Final Evaluation \_\_\_\_

Scope of Work/Services Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Contract End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please rate the effectiveness of the Contractor’s performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below “satisfactory” or an “excellent” in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor’s workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

\_\_\_\_ Unacceptable      \_\_\_\_ Poor      \_\_\_\_ Satisfactory      \_\_\_\_ Excellent      \_\_\_\_ N/A

2. Problem Solving and Decision Making

Rate the Contractor’s ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

\_\_\_\_ Unacceptable      \_\_\_\_ Poor      \_\_\_\_ Satisfactory      \_\_\_\_ Excellent      \_\_\_\_ N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge,

management skills and experience to run a project of this size and scope?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

12. Level of Overall Performance

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory \_\_\_ Excellent      \_\_\_ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes       No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor’s performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator’s (PJO) Printed Name \_\_\_\_\_ Evaluator’s Title: \_\_\_\_\_

Contractor’s signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### EVALUATION RATINGS DEFINITIONS

| Rating       | Definition  | Notes  |
|--------------|---|--|
| Excellent    | Performance meets contractual requirements and exceeds many to the County’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.   | To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.   |
| Satisfactory | Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.  | To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order. |
| Poor         | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented. | To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).   |

|                      |  |  |
|----------------------|--|--|
| Unacceptable         | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective. | To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters). |
| Not Applicable (N/A) | N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.  |  |

END