



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

**AGREEMENT NO. 22-DPR-ITBLW-582**

THIS AGREEMENT is made, on 3/16/2022, between BrightView Landscape Services, Inc., 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422 ("Contractor") a California corporations authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

this Agreement,

Exhibit A – Scope of Work,

Exhibit B – Contractor Pricing

Exhibit C – Living Wage Forms

Exhibit D – Living Wage Quarterly Compliance Form

Exhibit E – Contractor Performance Evaluation Form

Exhibit F – Sample Location Checkoff List

Arlington County Invitation to Bid No. 22-DPR-ITBLW-582, is incorporated by reference.

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 Exhibit A, Scope of Services. The primary purpose of the Work is to provide all equipment, resources and qualified personnel required to perform landscape maintenance services to landscape maintenance areas, County facilities, and street islands. 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 3/16/2022 and must be completed no later than March 31, 2023 ("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 April 1, 2023, to March 31, 2027 (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. 22-DPR-ITBLW-582 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 March 31, 2023 ("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, All Items, Unadjusted, Urban Areas ("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. **The number of the County Purchase Order pursuant to which goods or services have been delivered or performed, description of the work performed in accordance with the contract requirements, and the invoice number must appear on all invoices.**

**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. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. BACKGROUND CHECK**

The Contractor will be responsible for completing a criminal background check for all employees or subcontractors whom the Contractor assigns to work on this Contract. Any findings may result in the immediate removal of the individual from the contract.

**25. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

All Contracts with the County, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- a) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- b) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - 1) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - 2) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
  - 3) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
  - 4) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement

does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- 1) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- 2) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- 3) burglary in violation of Va. Code Ann. § 18.2-89,
- 4) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- 5) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- 6) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof.

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from the County, shall provide all information which allowed for the Contractor's certification

Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of the County, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of the County, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

**41. 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.

**42. 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.

**43. AMENDMENTS**

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

**44. 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.

**45. 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

**46. 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.

**47. ARBITRATION**

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

**48. 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.

**49. 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.

**50. 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.

**51. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**52. 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.

**53. 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; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**54. 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.

**55. 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.

**56. 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:**

James Newton  
BrightView Landscape Services, Inc.  
3174 Spring St.  
Fairfax, VA 22031  
Phone: (703) 591-7300

Email: [james.newton@brightview.com](mailto:james.newton@brightview.com)

**TO THE COUNTY:**

Ken Lett, Project Officer  
DPR-Parks and Natural Resource  
2700 South Taylor Street  
Arlington, VA 22206  
Phone: (703) 228-6530  
Email: [klett@arlingtonva.us](mailto:klett@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

**57. 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).

**58. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**59. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**60. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

**61. SERVICE CONTRACT WAGE REQUIREMENTS**

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Exhibit C);

2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit D;
  3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
  4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).
- d. CONTRACTOR RECORD KEEPING  
The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.
- e. VIOLATIONS  
Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.
- f. QUESTIONS  
For questions regarding Living Wage, please email [livingwage@arlingtonva.us](mailto:livingwage@arlingtonva.us).

## **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 \$1,000,000 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 Errors and Omissions - \$1,000,000 per occurrence/claim.



- e. Sexual Molestation Liability - \$1,000,000 per occurrence/claim.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED DocuSigned by:  
SIGNATURE: Tomeka D. Price  
5950D4E0ACC0472...

NAME: TOMEKA D. PRICE

TITLE: PROCUREMENT OFFICER

DATE: 3/16/2022

BRIGHTVIEW LANDSCAPE SERVICES, INC.

AUTHORIZED DocuSigned by:  
SIGNATURE: Meredith Nicklas  
04126855DD1B4D9...

NAME: Meredith Nicklas

TITLE: Vice President, Finance

DATE: 3/15/2022

## EXHIBIT A SCOPE OF SERVICES

The Contractor shall provide all equipment, resources and qualified personnel required to perform landscape maintenance services to landscape maintenance areas, County facilities, and street islands identified on Exhibit B, Contract Pricing, including but not limited to mulching, weeding, trimming, edging, spraying, and debris clean up, in accordance with all specifications, terms and conditions specified herein and attached hereto. Services performed shall follow [Occupational Safety and Health Administration \(OSHA\) Landscape and Horticultural Services](#) standards for the landscape industry. Services shall be performed on property owned or managed/maintained by Arlington County, to include but not limited to, park land, athletic fields, schools, fire stations, libraries, health centers, street rights-of-way, and public open spaces. The County may determine an award based on the Bidders response in using Non-gas-powered equipment to perform the work described in the Scope of Work. In order to be considered for Energy Star Certified the equipment specifications shall be submitted with the response to the ITB.

### **General Specifications**

#### Landscape Maintenance

The Contractor shall:

1. Pick up from the landscape areas leaves, branches and all trash to include by way of illustration and not limitation: metal cans, paper, cardboard, plastic, metal objects, glass bottles, tires, auto parts, rocks, heavy or clumps of grass clippings, and broken glass, and shall dispose of all debris in a legal manner at the Contractor's expense.
2. Pull (not cut) and remove all weeds from the mulched shrub beds and trees. All sidewalks, curbs/gutters and concrete areas located within the designated landscape areas shall be kept weed-free.
3. Remove dead and damaged limbs and sucker growth with sharp, clean equipment (wiped down with 70% isopropyl alcohol) during each scheduled visit.
4. Prune shrubs and trees as needed, no more than two (2) times per year, per the following schedule:
  - The first pruning shall be performed between May 15 and June 15, or after spring flowering has completed.
  - Summer flowering tree and shrub pruning shall be performed between January 15 and February 15, unless the Project Officer notifies the Contractor by email to "NOT" prune specified locations.
  - Shrubs shall be allowed to grow to their natural form unless pruning is necessary to provide clearance over sidewalks, curbs, etc. and/or if designated as a hedge. Trees shall only be pruned to elevate for pedestrian and vehicular clearance.
5. Edge all designated shrub beds one (1) time per year prior to mulching. Edging may be performed either by hand or by power edger with a minimum cut of two inches (2") and a maximum depth of four inches (4"). The County will conduct site checks to coordinate with the Contractor's weekly schedule.

6. Add shredded hardwood mulch to all identified beds shown on location list before March 15. Additional shredded hardwood mulch shall be added to all landscape maintenance areas as needed, so that a total mulch depth of two inches (2"), not to exceed three inches (3"), is retained. Mulching around trees shall be installed to maintain a circular shape with a minimum diameter of four feet (4'), in a donut shape with mulch pulled away from the tree trunk. **Mulch shall NOT be mounded around tree trunks.** The County will conduct site checks to coordinate with the Contractor's weekly schedule.

**Note:** The County will provide all mulch required for this contract at no charge to the Contractor. Contractor shall contact the Project Officer, via email, no less than 48 hours in advance of picking up mulch. Mulch to be used for designated County locations can be picked up at the County's Solid Waste Bureau, located at 4300 29th St S Arlington, VA 22204. The hours of operation are Monday-Friday, 5 a.m. to 9 p.m. Saturdays from 6:30 a.m. to 6 p.m. and closed on Sundays and holidays.

7. Report any signs of plant disease, pests, rodents and/or safety hazards to the Project Officer by email as soon as identified including a digital photo attachment. All damaged and/or dead plant material shall be reported to the Project Officer by email as soon as it is identified.
8. Remove trash and debris from all areas to be maintained, including curb and gutter areas. Trash and debris may include, but is not limited to leaves, branches, metal cans, paper, cardboard, plastic, metal objects, glass bottles, tires, auto parts, rocks, heavy or clumps of grass clippings and broken glass. All litter, heavy or clumps of grass clippings, and debris shall be disposed of at the Contractor's expense.

#### Leaf Removal

Leaf removal at areas identified on the Bid Form shall be performed every two (2) weeks from November 1 through January 15. All leaves collected during this operation shall be removed from the premises and disposed of at a recycling facility at the Contractor's expense.

#### SAFETY OF PERSONNEL AND EQUIPMENT:

Equipment used in this contract shall be equipped with factory safeguards or safety modifications meeting the requirements as outlined in the [Occupational Safety and Health Administration \(OSHA\) Landscape and Horticultural Services](#).

All work should cease if there is a dangerous and unusual situation in any landscaping area. This information should be immediately reported to the Project Officer as soon as identified by email with a photo attachment

#### WALKWAYS AND THOROUGHFARES:

Walkways and thoroughfares shall be left unobstructed of any plant, shrub or tree foliage. Parking lots, tennis courts, basketball courts, sidewalks, bike trails, running tracks and all mulched beds shall be free of plant debris after services are performed.

#### DAMAGES BY CONTRACTOR:

Damage to landscape areas or County facilities (e.g.: flower beds, hedges, demonstration areas, shrubs or specialized landscaping) as a result of landscape operations shall be reported to the Project Officer or designee by email within twenty-four (24) hours and repaired or replaced within two (2) weeks of date of

damage. If damage presents a safety hazard to facility users an immediate fix is required, the fix may be temporary to address the safety hazard until a permanent fix is completed, within one (1) week, by the Contractor at no cost to the County.

KEYS:

The Contractor will be provided with one (1) set of keys for each park gate location. The Contractor shall not duplicate the keys under any circumstances. The Contractor shall **immediately** notify the County's Project Officer upon discovery that keys to the gate have been lost or misplaced. If keys, locks, or lock post are lost or damaged, the Contractor will be responsible for paying the fee to replace the keys. The Contractor shall properly secure all gates upon completion of work in each area, unless otherwise instructed. Keys are to be returned to the Project Officer upon termination of the contract. Only the landscape contractors shall have access to keys.

DEAD ANIMALS:

Upon identification of a dead animal the Contractor shall contact the Animal Welfare League of Arlington for removal at (703) 931-9241 and notify the Project Officer by email.

SCHEDULES:

The Contractor shall provide schedules and Location Check-Off List (See Sample in Attachment C) to the Project Officer by email on a weekly basis. The schedule and Check-Off List of areas mowed is the official record of locations and frequencies maintained during the monthly billing period. Each daily work list shall include the service location number (provided upon execution of the contract) and location name. The Contractor's crew leader shall check-in, by email, each workday prior to 8:00 AM with the Project Officer or designee to confirm that day's schedule and to confirm the previous day's work was completed. Variations from the schedule will need to be approved by the Project Officer and will only be allowed upon twenty-four (24) hours' notice by email to the Project Officer

Failure of the Contractor to provide the Project Officer or designee the required weekly maintenance schedule with location check-off list for each workday, may result in termination of the contract.

Upon execution of the contract, the Contractor shall provide cell phone contact numbers for the contractor crew leader(s) for immediate communication with the County Project Officer or designee.

Weather and Air Quality Impacts:

No gas-powered equipment shall be used when an Air Quality Forecast from the Metropolitan Washington Council of Governments is "Code Orange" or "Code Red". During a "Code Orange" or "Code Red" forecast, the Contractor shall suspend services requiring use of gas-powered equipment and perform all other services required at Maintenance Areas as specified. When the "Code Orange" or "Code Red" forecast is lifted the Contractor shall resume all services from the stopping point on the day prior to the "Code Orange" or "Code Red" forecast. An exemption to this may be made by the Project Officer to address any safety issues, all exemption requests must be submitted to the Project Officer by email, requests must be approved by the Project Officer before proceeding with services.

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

**HERBICIDES and PESTICIDES:**

The Project Officer must approve the use of any herbicide or pesticide prior to its use. The Contractor shall apply all herbicides and pesticides (green products, if available) according to Federal, State and Local laws, regulations, and label directions. For federal reference refer [to Landscape and Horticultural Services - Overview | Occupational Safety and Health Administration \(osha.gov\)](#). For Virginia reference [Pesticides \(virginia.gov\)](#).

Upon request by the Project Officer, the Contractor shall provide within 24 hours via email, a complete list of all herbicides and pesticides used. The Safety Data Sheets (SDS) shall be provided to the Project Officer prior to the use of the chemical whenever requested. The Project Officer must approve use of all herbicides and pesticides before use.

The Contractor shall have on staff at least one (1) employee with a current Virginia Department of Agriculture and Consumer Services (VDACS) Pesticide Applicator License. Only employees with the above certification shall be used for herbicide and pesticide application under this contract.

All dead and/or dying weeds resulting from herbicide application shall be removed within 30 days after initial treatment.

**ADDITIONAL WORK:**

When directed by the County in writing to provide landscape maintenance services to an area not covered under the contract for a special occasion or because of an emergency or mishap or similar condition, the Contractor shall furnish all labor, equipment and material as required to fulfill the order. The Contractor will be paid for these additional services based on the unit price on the Bid Form. The Contractor shall bill the County as a separate line item on the regular monthly statement; the line item must list the date additional service was rendered and the name of the County Agency requesting the additional work.

**CONDUCT OF EMPLOYEES:**

Employees engaged in landscape operations under this Contract shall at all times be courteous to the general public and to residents. They shall exercise caution to assure that their operations do not cause any safety hazards to the public and shall maintain operations in a manner that will cause the least interference with users.

**CONTRACT PERFORMANCE:**

Repeated violations (more than four (4) callbacks within any calendar month or non-performance of any scheduled work or repair work for two (2) weeks) shall result in immediate review by the Contractor and the County. Failure of the Contractor to perform the work within the daily and/or monthly service schedules for any reason other than weather, natural disaster or prior approval from the Contract Officer, or failure to comply with the specifications of this contract may result in termination of the Contract.

**EXHIBIT B  
CONTRACT PRICING**

**PRICING**

Bidders shall provide a monthly price on **Revised Attachment A, Pricing Sheet** for the services specified in the Scope of Work and enter the Grand Total from **Revised Attachment A, Pricing Sheet** below. The County reserve the right to add or delete locations.

**Grand Total for All Locations:** \$ 332,433.00  
 (From Revised Attachment A Pricing Sheet)

**Provide the unit price for the following services for additional Work:**

- 1. Blowing and Removing Debris/ Weed Control      \$ 1.00 /sq. ft
- 2. Edging      \$ 1.00 /sq. ft
- 3. Leaf Removal      \$ 1.00 /sq. ft
- 4. Fertilizing      \$ 1.00 /sq. ft
- 5. Pruning/Trimming (Shrubs/Hedges/Bushes)      \$ 1.00 /sq. ft
- 6. Mulching      \$ 1.50 /sq. ft

**Equipment list:** Bidders should provide in the space below or on a separate attachment, a full list of all equipment they will use to fulfill the requirements of this solicitation Please list whether each equipment is gas-powered, battery-powered, or other than gas or battery powered. Provide additional pages if necessary.

TYPE OF EQUIPMENT	GAS-POWERED	BATTERY-POWERED	OTHER THAN GAS-OR BATTERY-POWERED
(3) F450 Dump Trucks	X		
(1) F350 Super Duty	X		
(3) String Trimmer	X		
(2) Greenworks Commercial Backpack Blowers		X	
(2) Mechanical Edgers	X		
(4) Mechanical Stick Edgers	X		
(2) Skid Steers			Diesel
(1) Pole Pruner	X		
(2) Power Shears	X		
(1) Chainsaw	X		
(2) Dump Trailers		X	
(1) 17' Enclosed Trailer			non-powered
(1) Flatbed Trailer			non-powered

ID	Location and Description	Sq. Ft.	Estimated Frequency/ Occurrence	Unit Price per Frequency	Total Price (Column E x G = H)
1	<b>Landscape Area - Fire Station #1</b> 5Th St S & S Glebe Rd	200	12	\$230.25	\$2,763.00
2	<b>Landscape Area - Fire Station #9</b> 1900 S. Walter Reed Dr.	200	12	\$276.25	\$3,315.00
3	<b>Landscape Area - Fire Training Center @Trade Center</b>	760	12	\$294	\$3,528.00
5	<b>Right of Way</b> S 9Th St. & Irving	768	12	\$185	\$2,220.00
6	<b>Right of Way - Army Navy Dr.</b> S 22Nd To Country Club Right of Way	5,340	12	\$397	\$4,764.00
8	<b>Island</b> Army Navy Dr & Nash St.	800	12	\$142	\$1,704.00
9	<b>Right of Way</b> S 23Rd St. & Ft. Scott Dr.	300	12	\$127.50	\$1,530.00
11	<b>Landscape Areas</b> S Eads St. & S 23Rd St.	2,539	12	\$78	\$936.00
12	<b>3 Medians and 1 Island - Fire Station #5</b> 1750 S Hayes St.	4,439	12	\$425	\$5,100.00
14	<b>Islands - Shirlington Bus Depot</b> S Quincy St.	550	12	\$153	\$1,836.00
15	<b>Islands</b> Lee Hwy.-Albemarle To Wakefield St.	900	12	\$85	\$1,020.00
16	<b>7 Corner Areas</b> Lee Hwy. & N Quincy St.	1,400	12	\$199	\$2,388.00
17	Key Blvd. & N Highland	2,800	12	\$199	\$2,388.00
18	Key Blvd. & N Jackson St.	2,500	12	\$199	\$2,388.00
20	Rt 50 East Entry	600	12	\$297.50	\$3,570.00
23	N Lincoln St-North Of Wash. Blvd.	360	12	\$170	\$2,040.00
24	<b>Landscape Areas - Central Library</b> 1015 N Quincy	6,000	12	\$734	\$8,808.00
25	<b>Island - Fire Station #4</b> 3121 N. 10Th St.	400	12	\$297.50	\$3,570.00
29	<b>Dead End Landscape Bed</b> N Pershing Dr.- Filmore To Glebe Rd	4,100	12	\$262	\$3,144.00
30	<b>All Landscape Beds</b> N Barton & Washington Blvd	720	12	\$195	\$2,340.00



ID	Location and Description	Sq. Ft.	Estimated Frequency/ Occurrence	Unit Price per Frequency	Total Price (Column E x G = H)
31	<b>All Landscape Areas - Leaf Dump Site</b> N 26Th St Leaf Dump Site @ Yorktown Blvd	7,100	12	\$270	\$3,240.00
32	<b>Landscape Areas - Fire Station #8</b> 4845 Lee Highway	300	12	\$238	\$2,856.00
34	<b>Island Intersection</b> N 22Nd St & George Mason Dr.	1,217	12	\$96	\$1,152.00
35	<b>Islands - Glebe Rd</b> N Kenilworth & Kennebec St.	1,404	12	\$96	\$1,152.00
36	<b>Landscape Areas</b> N Glebe Rd & Carlin Spring Rd.	1,000	12	\$198	\$2,376.00
38	<b>Islands and Utility Strips</b> Rt 50 & George Mason Dr	25,000	12	\$843	\$10,116.00
40	<b>Landscape Areas and Perimeter - Cherrydale Library</b> 2190 N Military Rd.	2,818	12	\$400.25	\$4,803.00
41	<b>Landscape Areas - Fenwick Center</b> 800 S Walter Reed Dr	2,604	12	\$552.50	\$6,630.00
42	<b>Landscape Areas - Clarendon House</b> 3141 10Th St. N	2,062	12	\$382.50	\$4,590.00
47	<b>Landscape Areas - Reed School</b> 1644 N McKinley St	5,302	12	\$612.75	\$7,353.00
48	<b>Landscape Areas - Fire Station #3</b> 4100 Old Dominion Dr.	1,064	12	\$205	\$2,460.00
49	<b>Landscape Beds and Trees - Argus House</b> 1527 Clarendon Blvd.	625	12	\$238	\$2,856.00
50	<b>Landscape Areas and Street Island - DHS House</b> 5409 3Rd St. S	1,350	12	\$258.50	\$3,102.00
51	<b>Street Medians - Wilson Blvd</b> Median Between Veitch & Courthouse Rd	3,059	12	\$162	\$1,944.00
52	<b>Islands - Patrick Henry Dr</b> N Harrison To N 16Th St	7,344	12	\$620	\$7,440.00
53	<b>Landscape Areas - Fire Station #2</b> 4805 Wilson Blvd	5,316	12	\$248	\$2,976.00
54	<b>Landscape Areas - Fire Station #7</b> 3116 S Abington St	150	12	\$184	\$2,208.00

ID	Location and Description	Sq. Ft.	Estimated Frequency/ Occurrence	Unit Price per Frequency	Total Price (Column E x G = H)
55	<b>Landscape Areas - Buck Property</b> N Quincy St and S of I-66- Across from Washington-Liberty HS	16,701	12	\$573.75	\$6,885.00
56	<b>Landscape Areas - Uhle St Day Care</b> Uhle St and Lee Hwy	1,000	12	\$233.75	\$2,805.00
57	<b>Landscape Areas - DHS Day Care</b> 2920 S Glebe	3,866	12	\$212.50	\$2,550.00
58	<b>Landscape Areas - Arlington Transit</b> S Eads St	625	12	\$340	\$4,080.00
131	<b>Between DPR Lot and Bus Parking - Trades Center</b> 2700 S Taylor St	6,897	3	\$1,000	\$3,000.00
1232	<b>Esplanade Bed 1 - Long Bridge Park</b> 475 Long Bridge Dr	17,423	36	100.50	\$3,618.00
1233	<b>Esplanade Bed 2 - Long Bridge Park</b> 475 Long Bridge Dr	3,087	36	\$18	\$648.00
1234	<b>Esplanade Bed 3 - Long Bridge Park</b> 475 Long Bridge Dr	15,733	36	\$90	\$3,240.00
1235	<b>Rain Garden Bed 1 - Long Bridge Park</b> 475 Long Bridge Dr	75,507	36	\$432	\$15,552.00
1236	<b>Parallel Bed on Park Side - Long Bridge Park</b> Long Bridge Drive	22,640	36	\$129	\$4,644.00
1237	<b>Triangular Bed - Long Bridge Park</b> 6th St Bed	7,435	36	\$43.75	\$1,575.00
1238	<b>Rain Garden Bed 2 - Long Bridge Park</b> Overlook	75,601	36	\$432	\$15,552.00
1239	<b>Center Median</b> Long Bridge Drive	2,301	36	\$15	\$540.00
1247	<b>Landscape Areas - DHS Building</b> 1554 Columbia Pike	5,066	12	\$297.50	\$3,570.00
1254	<b>Landscape Beds - Mosaic Park</b> 544 N Poland	25,628	12	\$903.25	\$10,839.00
1315	<b>Landscape Areas - Oakland Park</b> 3705 Wilson Blvd	4,860	12	\$527.75	\$6,333.00
1318	<b>Landscape Areas - Fort CF Smith</b> 2411 24th St N	22,638	12	\$768.50	\$9,222.00

ID	Location and Description	Sq. Ft.	Estimated Frequency/ Occurrence	Unit Price per Frequency	Total Price (Column E x G = H)
1319	<b>Landscape Areas - Gateway Park</b> 1300 Gateway Park	15,996	12	\$1,664.75	\$19,977.00
1320	<b>Landscape Areas - Glebe &amp; Randolph Park</b> Corner of N Glebe & Randolph	9,735	12	\$375.50	\$4,506.00
1321	<b>Landscape Areas - Benjamin Banneker Park</b> 1680 N Sycamore St	8,050	12	\$1,190.25	\$14,283.00
1323	<b>Landscape Areas - Lubber Run Community Center</b> 300 N Park Dr	17,600	12	\$581	\$6,972.00
1327	<b>Elevated Planter Box - Woodmont Center</b> 2422 N Fillmore St	1,918	12	\$333	\$3,996.00
1360	<b>Landscape Areas - Nelly Custis Park</b> 701 24th St s	5,839	12	\$481.75	\$5,781.00

ID	Location and Description	SQ. Ft.	Estimated Frequency/ Occurrence	Unit Price per Frequency	Total Price (Column E x G = H)
1364	<b>Landscape Areas - James Hunter Park</b> 1230 N Hartford St	6,896	12	\$450	\$5,400.00
1381	<b>Planter Boxes</b> Old Dominion Drive near Military Rd Across from Fire Station #3 (4100 Old Dominion Dr)	598	12	\$99.25	\$1,191.00
1385	<b>Storm Water BMP - Lubber Run Community Center</b> 300 N Park.	2,972	12	\$333	\$3,996.00
1388	<b>5 Foot Buffer Zone from Esplanade - Long Bridge Park</b> Buffer from Railroad	18,375	36	\$50	\$1,800.00
1395	<b>Landscape Areas- Long Bridge Aquatic Center</b> 333 Long Bridge Dr	210,000	36	\$1,202	\$43,272.00
<b>GRAND TOTAL OF ALL LOCATIONS</b>					<b>\$332,433.00</b>

EXHIBIT C  
LIVING WAGE FORMS

# **WAGE NOTICE**

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

**\$17.00 PER HOUR**

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION  
SECTION 4-103

**FOR INFORMATION CONTACT:**

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

# **AVISO de SALARIO**

## **MINIMO**

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR  
A

**\$17.00 POR HORA**

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

**PARA OBTENER MAS INFORMACIÓN, LLAME A:**  
LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE  
ARLINGTON.  
703-228-3410.

**PARA INFORMACION EN PERSONA DIRIJASE A:**  
2100 CLARENDON BOULEVARD, OFICINA No 500  
ARLINGTON, VA 22201



**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

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Please provide any comments regarding the Contractor's performance or the quality of its work.

Comments (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 Name \_\_\_\_\_

Evaluator's Title: \_\_\_\_\_

Concurrence:

Contract Administrator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Administrator's (PjO) Name: \_\_\_\_\_

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

**EXHIBIT F**  
**SAMPLE LOCATION CHECKOFF LIST**

ID#	LOCATION	DESCRIPTION	TYPE	Date of Service
1	Fire Station#1- 5Th St S & S Glebe Rd	Landscape Areas	F	
2	Fire Station#9-1900 S. Walter Reed Dr.	Landscape Areas	F	
3	Fire Training Center @Trade Center	Landscape Areas	F	
5	S 9Th St. & Irving	Right Of Way	P	
6	Army Navy Dr.- S 22Nd To Country Club	Right Of Way	U	
8	Army Navy Dr & Nash St-	Island	U	
9	S 23Rd St. & Ft. Scott Dr.	Row	U	
11	S Eads St. & S 23Rd St.	Landscape Areas	U	
12	Fire Station #5- 1750 S Hayes St.	3 Medians & 1 Island	F	
14	Shirlington Bus Depot-S Quincy St.	6 Islands	DES	
15	Lee Hwy.-Albemarle To Wakefield St.	3 Islands	U	
16	Lee Hwy. & N Quincy St.	7 Corner Areas	U	
17	Key Blvd. & N Highland	2 Corner Areas	U	
18	Key Blvd. & N Jackson St.	All Landscape Bed Areas	U	
20	Rt 50 East Entry	1 Small Island	U	