

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 723-13LW  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 1 dated February 14, 2014, ("Main Agreement") between Magnolia Plumbing, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend the Contract Term called for under the Main Agreement as follows:

Remove Paragraph 3. CONTRACT TERM in its entirety and replace it with the following:

The term of this Agreement will commence upon execution of this contract by the County, and the Contractor shall continue operations until March 30, 2021.

The County and the Contractor amend Schedule A called for under the Main Agreement as follows:

Add the attached proposal to Schedule A.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

MAGNOLIA PLUMBING, INC.

AUTHORIZED  
SIGNATURE: Lucas Alexander

AUTHORIZED  
SIGNATURE: 

NAME: LUCAS ALEXANDER  
TITLE: PROCUREMENT OFFICER

NAME AND  
TITLE: Christian D. Magnolia, Vice President

DATE: 03/21/2019

DATE: 3/21/19

**Magnolia Tank & Drain  
Division**

is proud to present the following proposal



**ARLINGTON COUNTY / ART BUS FACILITY**





# PROPOSAL

Phone: (202) 829-8510 ext.1533 Fax: (240) 295-5827  
 Email: JStairs@Magnolia-Companies.com

QUOTE #213-2017

BILL TO: Arlington County DES / Facilities Management Bureau 1400 North Uhle Street, Suite 601 Arlington, Virginia 22201 Attention: Jeremy Jenkins - Construction Management Specialist Email: jrjenkins@arlingtonva.us	FAX	DATE
	(703) 228-4397	October 3, 2017
	ART Bus Facility 3201 South Eads Street Arlington, Virginia 22202	
	OFFICE PHONE	CELL PHONE
	(703) 228-4829	(571) 733-6330

### SCHEDULE OF SERVICES

Tank/Drain Service	QTY	Capacity	PPG above Cont.	Service Type	Single Event	Frequency	Rate	Extended
Vactor Jet Line Cleaning	1	Trench Drain	Inside	Pump, Powerwash, & Haul	No	2	\$ 680.00	\$ 1,360.00
Oil/Sand Interceptor - Vehicle Washing Facility	1	16 Tons	Inside	Pump, Powerwash, & Haul	No	2	\$ 4,100.00	\$ 8,200.00
Sewage Ejector Pit	1	514 Gallons	Outside	Pump, Powerwash, & Haul	No	2	\$ 1,210.00	\$ 2,420.00
Oil/Sand Interceptor - Vehicle Washing Facility	1	550 Gallons	Outside	Pump, Powerwash, & Haul	No	2	\$ 1,696.00	\$ 3,392.00
							\$	-
							\$	-
							\$	-

### General Terms & Conditions

- The person signing this contract has the authority to order work and accept responsibility for payment. It is agreed that Magnolia Plumbing, Inc. (hereinafter "Magnolia or Company") will retain title to any equipment or materials that may be furnished until final payment is made and if payment is not made as agreed, Magnolia shall have the right to remove same and will be held harmless for any damages resulting from the removal thereof. It is also agreed that the customer will pay all costs and attorney's fee's in the amount of 33 1/3% of the principal balance due if the account is placed in the hand's of an attorney for collection. A charge of 1-1/2% interest per month will be charged on any balance unpaid after 30 day's.
- Magnolia uses the highest standard of equipment in the methods approved throughout the drain cleaning industry; however there are unforeseen and unavoidable risks in performing these methods. Unforeseen and unavoidable risks are defined as but not limited to tree roots, grout, concrete, immovable objects, offsets in the piping, broken piping, corroded piping, defective piping and plumbing not installed in compliance with codes, laws, and industry standards. Magnolia will not be liable for drain cleaning cable, video inspection cable, jet hose, or any other equipment or accessories that our technicians cannot retrieve from the piping in the act of performing drain cleaning and/or drain maintenance. The removal of said equipment and/or accessories will be performed at an additional charge to the customer. Charges will be in accordance with the Company's prevailing rates. Furthermore the customer agrees to hold Magnolia harmless from any damages or expenses that occur as a result of attempting to clear or clean a sewer line other than those damages or expenses caused by Magnolia's gross negligence. In the event of the presence of unforeseen or unavoidable risk, Magnolia and customer agree Magnolia will do no further work associated with the unforeseen and unavoidable risk unless Magnolia and the customer agree otherwise.
- Magnolia will not warrant any drain cleaning work performed unless Magnolia is given the authority to perform pipe video inspection after the Company has attempted to clear and/or clean the line so that the Company can view the condition of the sewer. If the pipe video inspection of the sewer line the Company is working on is found to be in good condition Magnolia will provide a warranty of (30) days. Findings of tree roots, excessive grease, grout, concrete, immovable objects, offsets in the piping, broken piping, corroded piping, defective piping, plumbing not installed in accordance with applicable codes and industry standards, and broken, missing, or ineffective drain covers void any warranty; however Magnolia can address these concerns at an additional charge if the customer so chooses. If Magnolia does not have the option of performing pipe video inspection because the video equipment cannot be used for the application then there is no warranty.
- When the Company performs pipe video inspection, the Company will supply the customer with either the media (Tape, DVD, USB, other) or access to the video inspection. In the event the media itself is provided, this will be the sole copy of the video inspection and the Company does not keep another copy.
- Magnolia uses the highest standard of equipment and the methods approved throughout the pipe locating industry; however we maintain that pipe locating is not an exact science. We have the capability to locate pipe with the degree of error allowed by the manufacturer of the equipment. We accept no liability for mismarking's as long as the work was performed by Magnolia in accordance with the manufacturer's specifications.
- If customer has a problem with the drain line that Magnolia cleaned during the aforementioned warranty period, if any, Magnolia agrees to dispatch a technician to clean the line again at no additional charge unless the following is found: vandalism, and/or foreign objects such as but not limited to toys, trash, towels, rocks, or silverware that should not be flushed into a sewer system and were not present at the time of the previous pipe video inspection. In the event that any objects of this nature are found, the customer agrees to pay Magnolia for the return service call to clean the line again in accordance with the Company's then prevailing rates.
- This contract may require the pumping and disposal of a regulated waste generated by the customer, known as "Generator" in this circumstance. Generator acknowledges that it is fully liable for the waste it has generated. Company is a licensed contractor certified to pump and transport certain regulated waste substances, however, it may not test the waste. If the designated disposal facility refuses to accept the waste for any reason or there is a change in the environmental policy procedure enforced by the governing jurisdiction or disposal facility or any other authority which effects including but not limited to the scope of work, disposal procedure, disposal costs, and/or licenses and certifications required to haul and dispose of the waste, Generator will bear any and all additional handling and disposal fees if Company deems necessary.
- Customer understands that Company's pricing to pump tanks is based on estimated volume or volume issued by customer. Customer understands that Company is being charged based on actual volume removed and disposed of. If this contract references a price per gallon customer understands and agrees that they are liable to pay Company based on the actual volume of waste removed.
- If this contract is for continuing services it shall be in effect for a period of (1) year beginning on the date of acceptance. The agreement will automatically renew itself annually thereafter with a potential increase being applied to the annual total unless amended or terminated by either party in writing with (30) days notice.
- Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of Company's vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing, or other driving surfaces resulting from the weight of Company's vehicles providing service at Customer location.
- This proposal is compliant with a prevailing wage scale issued to Company by customer: Yes  No

**WE PROPOSE** hereby to furnish material, equipment and labor complete in accordance with the above specifications for the sum of: **Fifteen Thousand Three Hundred Seventy-Two Dollars - ANNUALLY** \$ **15,372.00**

Payment will be made as follows:  
**NET 30 DAYS**

All materials guaranteed as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: **Jon K. Stairs**  
 Note: This proposal may be withdrawn by Magnolia if not accepted within Thirty (30) Days

Acceptance of Proposal - The above prices, terms and conditions and attached specifications, if any, are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Authorized Signature:

Date of Acceptance: Authorized Signature:



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## Exhibit A - Scope of Work Description

### TRENCH DRAIN

#### PUMPING & CLEANING

We hereby propose to furnish the necessary labor, materials, and equipment to complete the following scope of work:

- 1) Remove by pumping all of the debris and sediment from the (1) one, trench drain inlet.
  - \* 73' 10" long by 2' 10" wide by 3' deep.
- 2) Using a high pressure water jet to power wash all of the internal surfaces of the trench drain inlet.
- 3) Using a high pressure water jet to clean the PVC outlet drain line, of the trench drain inlet.

### PUMPING & CLEANING

#### BUS WASH CIRCULATOR TANK

We hereby propose to furnish the necessary labor, materials, and equipment to complete the following scope of work:

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

### PUMPING & CLEANING

#### SEWAGE EJECTOR TANK

We hereby propose to furnish the necessary labor, materials, and equipment to complete the following scope of work:

- 1) Remove by pumping all of the contents from the (1) one, sewage ejector tank.
- 2) Using a high pressure water jet to clean the inlet drain line of the sewage ejector tank.
- 3) Using a high pressure water jet, to power wash all of the internal surfaces of the sewage ejector tank. The cleaning shall include the tank walls, pumps, piping and control wiring.

### PUMPING & CLEANING

#### OIL SEPARATOR TANK

We hereby propose to furnish the necessary labor, materials, and equipment to complete the following scope of work:

- 1) Remove by pumping all of the contents from the (1) one, oil separator tank.
- 2) Using a high pressure water jet to clean the inlet and outlet drain lines of the oil separator tank.
- 3) Using a high pressure water jet to power wash all of the internal surfaces of the oil separator tank.
- 4) Haul the contents to an approved dump facility and provide the manifest documentation to the owner that the contents were disposed of properly, (if requested).
- 5) The price includes all dump fees associated with the hauling of the contents from the job site location to an approved dump facility.
- 6) Work shall include all confined space entry equipment as required by O.S.H.A. 29CFR1910.146
- 7) All work shall be scheduled with Jeremy Jenkins and performed during normal working hours.

### Labor Schedule

Normal working hours of 7:30 A.M. to 4:00 P.M., Monday through Friday, excluding holidays.

After normal working hours (Overtime) 4:00 P.M. to 7:30 A.M., Monday through Friday, Saturday, Sunday and Holidays.