



**ARLINGTON  
VIRGINIA**

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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> HELOISA ESCUDERO 945 BARTON STREET, #101 ARLINGTON, VA 22201	<b>DATE ISSUED:</b> 9/21/2022
	<b>CONTRACT NO:</b> 23-AED-SFA-318
	<b>CONTRACT TITLE:</b> ARLINGTON ART TRUCK – HELOISA ESCUDERO

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

The contract documents consist of the terms and conditions of AGREEMENT No. 23-AED-SFA-318 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 9/21/2022  
**EXPIRES:** DECEMBER 31, 2023  
**RENEWALS:** N  
**COMMODITY CODE(S):** 96104  
**LIVING WAGE:** N

**ATTACHMENTS:**  
 AGREEMENT No. 21-AED-SFA-318

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

<b><u>VENDOR CONTACT:</u></b> HELOISA ESCUDERO	<b><u>VENDOR TEL. NO.:</u></b> (646) 644-5852
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:HELOISA.ESCUDERO@GMAIL.COM">HELOISA.ESCUDERO@GMAIL.COM</a>	
<b><u>COUNTY CONTACT:</u></b> CYNTHIA CONNOLLY (AED)	<b><u>COUNTY TEL. NO.:</u></b> (703) 228-0818
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:CCONNOLLY@ARLINGTONVA.US">CCONNOLLY@ARLINGTONVA.US</a>	

**PURCHASING DIVISION AUTHORIZATION**

Arlene Palmer	Title	Buyer	Date	9/21/2022
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**ARLINGTON COUNTY, VIRGINIA**

**STANDARD FORM AGREEMENT No. 23-AED-SFA-318**

**THIS AGREEMENT** ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and HELOISA ESCUDERO, with a principal place of business located at 945 N. Barton Street, #101 Arlington VA 22201 ("Contractor").

1. The Contractor agrees to provide the following goods or services:

Interactive project(s) for the Arlington Art Truck, Spring 2023 per

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – PAYMENT SCHEDULE
- EXHIBIT C – CONTRACTOR COVID-19 VACCINATION CERTIFICATION
- EXHIBIT D – CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION
- EXHIBIT E – HOLD HARMLESS AGREEMENT

2. The County will have no obligation to the Contractor if no goods or services are required.

3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.

4. The Contractor shall provide the goods or services covered by the Contract beginning on 9/21/2022. Unless terminated as provided below, the Agreement shall continue until December 31, 2023.

5. If the goods in the Contract include purchase of a flag of the United States or a flag of the Commonwealth for public use, the Contractor shall ensure such flag shall be made in the United States from articles, materials, or supplies that are grown, produced, and manufactured in the United States, if available.

6. The County will pay the Contractor, for services or goods that the Project Officer accepts, per EXHIBIT B – PAYMENT SCHEDULE, up to the maximum amount of \$ 7,782.50. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.

7. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
8. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
  - 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 Agreement; 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 any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the 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. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a

weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits C and D). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

10. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
11. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
12. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
13. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
  - Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be listed as additional insureds on the CGL policy.
  - 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.

- 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.
- 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.
- Contract Identification - All insurance certificates must state this Contract's number and title.
- Hold Harmless Agreement

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.

14. The Contractor agrees as follows:

- 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 Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
  - d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.
15. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.
16. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
17. 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.
18. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
19. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.

20. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
21. 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.
22. 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 proposal 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.
23. 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
24. The County does not discriminate against faith-based organizations.
25. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; 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.
26. 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).
27. 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 Agreement. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
29. 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.
30. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

**TO THE CONTRACTOR:**

Heloisa Escudero  
945 N. Barton St. #101  
Arlington, VA 22201  
Phone: (646) 644-5852  
Email: [heloisa.escudero@gmail.com](mailto:heloisa.escudero@gmail.com)

**TO THE COUNTY:**

Cynthia Connolly, Special Projects Curator  
Arlington Economic Development  
1100 N Glebe Rd, Suite 1500  
Arlington, Virginia 22201  
Phone: (703) 228-0818  
Email: [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us)



AND

Dr. Sharon T. Lewis, Purchasing Division Chief  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500A  
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

31. 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.

32. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.

33. This Agreement may be modified only by written amendment.

34. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.

35. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

HELOISA ESCUDERO

SIGNED: DocuSigned by:  
*Arlene Palmer*  
\_\_\_\_\_

SIGNED: DocuSigned by:  
*Heloisa Escudero*  
\_\_\_\_\_

PRINTED NAME: Arlene Palmer

PRINTED NAME: Heloisa Escudero

PRINTED TITLE: Buyer

PRINTED TITLE: Artist

DATE: 9/21/2022

DATE: 9/21/2022

**EXHIBIT A**  
**SCOPE OF WORK**

**Project Overview:**

The Contractor shall design one (1) interactive Artwork (Artwork) in collaboration with the County's Special Projects Curator (Project Officer) for the Arlington Art Truck Project (Art Truck).

The subject of the Artwork will be colorful lounges designed by the Contractor where Visitors will assess all the things in one's life that make it joyful, and select a magnet signifying their number of joys and place it on the outside of the Arlington Art Truck (if available), or on a special magnetic kiosk designed by the Contractor.

**The components of the Artwork shall include:**

1. Five (5) Visitors' lounges. Each comprised of colorful furniture to include:
  - a. Chair
  - b. Small table
  - c. Hand counter
2. 400 colorful flat magnets designed and made by the Contractor, to be displayed on a central table provided by the County
3. Five (5) freestanding sculptures upon which Visitors can place a magnet and can be seen in eye's view of the lounges

**The Contractor agrees to provide the following goods and services:**

- Develop Artwork and participate in interactive project(s) for the Art Truck, with activations in Spring 2023 (April and May 2023);
- Provide supplies:
  - Five (5) Custom Made 12" X12" X12" wooden cubes on stands that are magnetized and painted in various colors that coordinate with the five (5) lounges,
  - Pack of six (6) Hand Tally mechanical palm counters,
  - Stacking stools- assorted set of five (5)
  - 400 colorful flat magnets that will be cut in various shapes as determined with County project officer and Contractor.
- Images used for promotional purposes as outlined in the timeline below;
- Install and label final finished project on location predetermined by the Project Officer;
- Adhere to the timeline below;
- Participate in up to nine (9) activations. During the activations, the Contractor shall:
  - Assist the Visitors in instructing how to interact with the Artwork;

- Support the Community Partners (Partners) by introducing the Visitors to the Partners, when the opportunity arises. The Partner for this project will be the Department of Human Services. A representative from our Partner will be on site to discuss topics addressed during activation. Additional Partners for this project may be added at a later date;
- Meet the Project Officer at the Arlington Art Truck, at each activation site and time. The Contractor shall arrive 45 minutes before site activation for set up and stay 30 minutes after activation for breakdown. The Project Officer reserves the right to change this requirement after Arlington Art Truck activations occur, and shall notify the Contractor by text or email, if a need for revision is observed;
- Load and unload the Art Truck with County staff;

**The County Shall Provide:**

- One (1) or more County staff person/s to manage Art Truck needs, which includes some assistance for the Contractor;
- The Art Truck shall contain the following supplies and equipment:
  - Two (2) A-frame signs to promote activation on site;
  - Supplies and Artwork contained in the Art Truck and brought to each activation site by County staff, as scheduled;
  - Additional supplies, if needed, through guidance of the Contractor, up to \$400 in expenditures;
  - Two (2) six-foot (6') tables and up to 12 colorful folding chairs, if needed;
- Partner(s) will provide information rack card(s) describing their mission(s);
- Electricity from the Arlington Art Truck, if needed;
- Floor plan of the Arlington Art Truck for the Contractor to build components that easily fit in the Truck.

**Cancellation Terms**

During the contracted dates, the Contractor shall perform up to nine (9) activations of up to seven (7) hours and 30 minutes (7.5 hours). Activations that are cancelled, with the approval of the Project Officer, will be rescheduled during the contracted time period, unless the County determines that rescheduling is not possible. In the event that this rescheduled activation is cancelled for a second time, the Contractor will be paid in full for that activation and will be counted as one (1) scheduled activation against the total scheduled activations. The Contractor understands that if an event or activation is cancelled due to repair of Artwork commissioned for the County under this contract, the Contractor will re-schedule the event for a date to be approved by the Project Officer or will be cancelled, based on schedule availability. In the event that activations are cancelled due to errors or omissions made by the Contractor and are unable to be rescheduled for a date to be approved by the Project Officer, the Contractor will not be paid for that activation.

Cancellation of an event will be determined as follows:

- Morning events (9am-12noon): cancellation will be decided by 7am the same day.
- Afternoon events (12noon-5pm): cancellation will be decided by 9am the same day.
- Evening events (5-10pm): cancellation will be decided by Noon the same day.

Cancellation will be determined by the Project Officer or other assigned County staff.

The Project Officer will notify the Contractor of cancellation via email, text or phone.

### **Project Timeline:**

November 1, 2022: First payment is sent to Contractor to build the Artwork

February 1, 2023: Eight (8) high resolution photographic images (5mb each) of finished Artwork, to date, is sent to the Project Officer by email to [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us). (to be used for promotional purposes)

Wednesday, February 15, 2023: Physical components of the final Artwork to be completed by and delivered to Arlington County for a mock set up at 3700 South Four Mile Run, Arlington, VA 22206 (Artwork to be stored in Arlington until April 2023)

April 1, 2023: The Contractor must be available for activations to take place in April and May 2023

June 2023: Second payment made to Contractor for activations

### **Marketing and Promotion:**

- All photographs and videos taken during all events are the property of the County and may be used for marketing in print media, social media, web.
- Artwork commissioned for this project cannot be displayed to the Public before the scheduled activations and events.
- Before printing any final Artwork or marketing materials, all materials must be approved by the Project Officer and the County Cultural Affairs Marketing Director, Jim Byers ([jbyers@arlingtonva.us](mailto:jbyers@arlingtonva.us))
- When posting to social media, these hashtags are required for this project: #arlingtonarts #arttruckarlington @Arl\_arts @arttruckarlington

**EXHIBIT B**  
**PAYMENT SCHEDULE**

<b>PAYMENT DATE</b>	<b>ACTIVITY</b>	<b>AMOUNT</b>
NOVEMBER 2022	BUILD OUT OF THE ARTWORK (INCLUDES TIME AND MATERIAL DEVELOPMENT OF THE ARTWORK, REIMBURSEMENT OF LIABILITY INSURANCE AT DIRECT COST TO THE CONTRACTORS	\$3,395.00
JUNE 2023	ACTIVATIONS AT THE FOLLOWING RATE: <ul style="list-style-type: none"> <li>• CONTRACTOR: \$65/HR. WHILE WORKING ON-SITE COUNTY EVENTS. EST. 67.5 HOURS TOTAL FOR NINE (9) EVENTS</li> </ul>	\$4,387.50
<b>TOTAL ESTIMATED PROJECT COST</b>		<b>\$7,782.50</b>

**EXHIBIT D**

**CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION**

**By Email:** Please complete the report below and return it to: [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

I hereby certify that all Heloisa Escudero employees and subcontractors working on Contract No. 23-AED-SFA-318 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

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

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

## EXHIBIT E

### HOLD HARMLESS AGREEMENT

The Contractor, for himself, his heirs, representatives, successors and assigns (collectively "Contractor" for purposes of Paragraphs 1 below), in consideration of the award to the Contractor by the County, agrees as follows:

1. The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this Paragraph 1) from and against any and all claims, including claims by third parties, for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

2. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall reimburse the County for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

CONTRACTOR NAME: Helolisa Escudero

AUTHORIZED SIGNATURE:  \_\_\_\_\_  
SACCC31E9A1F846E...

DATE: 9/21/2022