

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	MARCH 21, 2013
KT IRRIGATION LLC	CURRENT REFERENCE NO:	585-13
43571 JOHN MOSBY HWY, SUITE 150	CONTRACT TITLE:	INSTALLATION OF IRRIGATION SYSTEMS FOR SPORTS FIELDS
CHANTILLY, VA 20152	PRIOR REFERENCE NO:	458-10

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you on MARCH 13, 2013. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on DECEMBER 31, 2023.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 585-13 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING ATTACHMENTS:

1. REFER TO SIGNED BID FORM BY THE CONTRACTOR(ATTACHED)
2. REFER TO PARAGRAPH NO. 5 (CONTRACT PRICING ADJUSTMENT) IN SECTION III (CONTRACT TERMS AND CONDITIONS) INVITATION TO BID NO. 585-13 (ATTACHED).
3. INVITATION TO BID NO. 585-13

EMPLOYEES NOT TO BENEFIT:

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

<u>VENDOR CONTACT:</u>	<u>WARREN CALLIS</u>	<u>VENDOR PHONE:</u>	<u>703-906-6459</u>
		<u>VENDOR EMAIL:</u>	<u>wcallis@kt-irrigation.com</u>
<u>VENDOR PAYMENT TERMS:</u>	<u>NET 30 DAYS</u>	<u>COUNTY EMAIL:</u>	<u>klouis@arlingtonva.us</u>
<u>COUNTY CONTACT:</u>	<u>KURT LOUIS</u>	<u>COUNTY TEL. NO.:</u>	<u>703-228-7754</u>

CONTRACT AUTHORIZATION

DISTRIBUTION


Maryam Zahory, CPPB
Procurement Officer

3/21/13
DATE

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 605-13

B I D F O R M

Page 1 of 7

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., ON March 5, 2013

FOR PROVIDING DESIGN AND INSTALLATION SERVICES FOR NEW IRRIGATION SYSTEMS FOR ATHLETIC FIELDS AND LANDSCAPE AREAS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

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

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

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

IMPORTANT NOTE:

- **BIDDERS SHALL BID ON ALL ITEMS, PARTIAL BIDS WILL NOT BE CONSIDERED.**
- **BIDDERS SHALL SUBMIT BROCHURE AND OTHER PRODUCT INFORMATION MATERIAL FOR ALTERNATIVE BRAND ITEMS BID**

#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	2 inch Copper Pipe	L.F.	65	\$ 19.00	\$ 1,235
2	Copper Fittings	EA	N/A	\$ 9.00	\$ 0
3	2 ½ inch PVC Mainline	L.F.	400	\$ 3.36	\$ 1,344
4	2 inch Lateral Pipe	L.F.	800	\$ 2.49	\$ 1,992
5	1½ inch Lateral Pipe	L.F.	1,230	\$ 1.89	\$ 2,324.70
6	PVC Plastic Fittings	EA.	N/A	\$ 3.00	\$ 0

BIDDERS NAME: KT IRRIGATION, LLC

#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
7	Toro 640 Checkmatic Sprinkler Head or Equivalent	EA.	24	\$ 38 ⁰⁰	\$ 912
8	Rainbird 7005 Sprinkler Heads or Equivalent	EA.	24	\$ 74 ⁰⁰	\$ 1,776
9	Toro 2001 Sprinkler Heads or Equivalent	EA.	24	\$ 48 ⁰⁰	\$ 1,152
10	Hunter I-40 or Equivalent	EA.	24	\$ 110 ⁰⁰	\$ 2,640
11	Quick coupler valve and key	EA.	1	\$ 223 ⁰⁰	\$ 223
12	Flush valve = 2 in.	EA.	1	\$ 64 ⁰⁰	\$ 64
13	Flow sensor = 2 in.	EA.	1	\$ 370 ⁰⁰	\$ 370
14	Irrigation Control Panel, Pedestal, 8 Zones, Rainbird ESP-LX or Equivalent	EA.	1	\$ 700 ⁰⁰	\$ 700
15	Irrigation Control Panel, Wall Mount, 8 Zones, Rainbird ESP-LX or Equivalent	EA	1	\$ 400 ⁰⁰	\$ 400
16	Backflow, pressure reducing, enclosure and pad (concrete), brick or block housing (per County code)	EA.	1	\$ 2,900 ⁰⁰	\$ 2,900
17	2 inch zone valve, gate and box (standard rectangular with lids)	EA.	8	\$ 270 ⁰⁰	\$ 2,160
18	Control valve wiring	L.F.	4,000	\$.20	\$ 800
19	Booster pump (size determined by PSI and GPM test) Desired pressure goal 100 GPM	EA.	1	\$ 2,100 ⁰⁰	\$ 2,100
20	Pump housing and pad 5 ft. X 5 ft.	EA.	1	\$ 1,100 ⁰⁰	\$ 1,100
21	Water conservation kit (rain gauge sensor)	EA.	1	\$ 75 ⁰⁰	\$ 75
22	Spring start up of system 8 zones	EA.	1	\$ 100 ⁰⁰	\$ 100
23	Winterization of system 8 zones	EA.	1	\$ 100 ⁰⁰	\$ 100
24	Swing joint assembly 1 inch	EA	24	\$ 40 ⁰⁰	\$ 960
TOTAL BID					\$ 25,427.70

BIDDERS NAME: KT IRRIGATION, LLC

AVAILABILITY OF SPRINKLER HEADS:

#	SPRINKLER HEAD DESCRIPTION	YES	NO	EQUIVALENT SPRINKLER HEAD BRAND	PRICE
1	Rainbird 7005 or approved Equivalent	✓			\$ 74 ⁰⁰
2	Toro 2001 or approved Equivalent	✓			\$ 48 ⁰⁰
3	Toro 640 Checkmatic or approved Equivalent	✓			\$ 38 ⁰⁰
4	Hunter I-40 or approved Equivalent	✓			\$ 110 ⁰⁰

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

State the specific reason(s) why protection is necessary:

BIDDERS NAME: KT Irrigation, LLC

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.


CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

WARREN CALLIS
43571 JOHN MOSBY HWY
CHANTILLY, VA 20152

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE 
PRINT NAME AND TITLE WARREN CALLIS VICE PRESIDENT

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

NAME (PRINTED): WARREN CALLIS TITLE: VICE PRESIDENT
E-MAIL ADDRESS: WCALLIS@KT-IRRIGATION.COM TEL. NO.: 703.906.6459

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>KT IRRIGATION, LLC</u>	
ADDRESS: <u>43571 JOHN MOSBY HWY</u>	
CITY/STATE/ZIP: <u>CHANTILLY, VA 20152</u>	
TELEPHONE NO: <u>703.327.2332</u>	FACSIMILE NO.: <u>703.327.8445</u>
TAX ID NUMBER (EIN/SSN): <u>20-8497588</u>	VA. CONTRACTOR LICENSE #: <u>2705 115662A</u>
THIS FIRM IS A: • INSERT NAME OF STATE <u>VIRGINIA</u> ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP	
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?	<u>YES</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:	<u>S 213829-7</u>
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED	
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?	<u>NO</u>
BIDDER STATUS:	MINORITY OWNED: <input type="checkbox"/>
	WOMAN OWNED: <input type="checkbox"/>
	NEITHER: <input checked="" type="checkbox"/>

Solicitation # 605-13

**Metropolitan Washington Council of Governments Rider Clause
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

YES	NO	JURISDICTION	YES	NO	JURISDICTION
✓		ALEXANDRIA, VIRGINIA	✓		MANASSAS, VIRGINIA
✓		ALEXANDRIA PUBLIC SCHOOLS	✓		CITY OF MANASSAS PUBLIC SCHOOLS
✓		ALEXANDRIA SANITATION AUTHORITY	✓		MANASSAS PARK, VIRGINIA
✓		ARLINGTON COUNTY, VIRGINIA	✓		MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
✓		ARLINGTON COUNTY PUBLIC SCHOOLS	✓		METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
✓		BOWIE, MARYLAND	✓		METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
		BLADENSBURG, MARYLAND	✓		MONTGOMERY COLLEGE
		CHARLES COUNTY PUBLIC SCHOOLS	✓		MONTGOMERY COUNTY, MARYLAND
✓		COLLEGE PARK, MARYLAND	✓		MONTGOMERY COUNTY PUBLIC SCHOOLS
✓		CULPEPER COUNTY, VIRGINIA			OMNIRIDE
		DISTRICT OF COLUMBIA	✓		PRINCE GEORGE'S COUNTY, MARYLAND
		DISTRICT OF COLUMBIA COURTS	✓		PRINCE GEORGE'S PUBLIC SCHOOLS
		DISTRICT OF COLUMBIA PUBLIC SCHOOLS	✓		PRINCE WILLIAM COUNTY, VIRGINIA
✓		FAIRFAX, VIRGINIA	✓		PRINCE WILLIAM COUNTY, VIRGINIA
✓		FAIRFAX COUNTY, VIRGINIA	✓		PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
✓		FAIRFAX COUNTY WATER AUTHORITY	✓		PRINCE WILLIAM COUNTY SERVICE AUTHORITY
✓		FALLS CHURCH, VIRGINIA	✓		ROCKVILLE, MARYLAND
✓		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT	✓		SPOTSYLVANIA COUNTY SCHOOLS
✓		FREDERICK, MARYLAND	✓		STAFFORD COUNTY, VIRGINIA
✓		FREDERICK COUNTY, MARYLAND	✓		TAKOMA PARK, MARYLAND
✓		GAITHERSBURG, MARYLAND	✓		UPPER OCCOQUAN SEWAGE AUTHORITY
✓		GREENBELT, MARYLAND	✓		VIENNA, VIRGINIA
✓		HERNDON, VIRGINIA			VIRGINIA RAILWAY EXPRESS
✓		LEESBURG, VIRGINIA	✓		WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
✓		LOUDOUN COUNTY, VIRGINIA			WASHINGTON SUBURBAN SANITARY COMMISSION
✓		LOUDOUN COUNTY PUBLIC SCHOOLS	✓		WINCHESTER, VIRGINIA
✓		LOUDOUN COUNTY SANITATION AUTHORITY	✓		WINCHESTER PUBLIC SCHOOLS

BIDDER'S NAME: KT Irrigation, LLC

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

INVITATION TO BID NO. 585-13

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 5TH DAY OF MARCH, 2013 FOR:

PROVIDING SUPERVISION, LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS NECESSARY FOR THE DESIGN AND INSTALLATION OF NEW IRRIGATION SYSTEMS AT ATHLETIC FIELDS AND LANDSCAPE AREAS IN ARLINGTON COUNTY, VIRGINIA ON AN AS-NEEDED BASIS, FOR UP TO A TEN-YEAR PERIOD.

At the time, date and place stated above, bids will be publicly opened.

NOTE: ARLINGTON COUNTY MOVED TO A NEW SUPPLIER REGISTRATION SYSTEM (BIDDER LIST) ON JUNE 15, 2012. ALL SUPPLIERS, INCLUDING THOSE WHO WERE REGISTERED IN OUR CURRENT SYSTEM, MUST REGISTER IN THE NEW SYSTEM, AND PROVIDE A VALID E-MAIL ADDRESS, TO RECEIVE NOTICES OF BID OPPORTUNITIES. FOR ADDITIONAL INFORMATION AND REGISTRATION LINK PLEASE VISIT WWW.ARLINGTONVA.US/PURCHASING.

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Maryam N. Zahory, CPPB
Procurement Officer
mzahory@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted via e-mail to Maryam Zahory in the Office of the Purchasing Agent, at mzahory@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 585-13 Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE SEVEN (7) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation To Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Arlington County that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

11. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent 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. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

16. ARLINGTON COUNTY BUSINESS LICENSES

The successful bidder 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 solicitation, 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.

17. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required. If a bidder fails to obtain this license prior to submission of bid, the bid shall not be considered.

If a contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$750,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

If a contract for performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than \$150,000, the bidder is required under Title 54.1, Chapter

11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

18. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

19. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

20. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

21. PARKING

At most Arlington County government facilities, parking for contractors' vehicles is not provided by Arlington County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

22. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any

claim for compensation other than at the unit prices in the contract.

23. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

24. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

25. METHOD OF AWARD

Arlington County will award this solicitation to the lowest responsive and responsible bidder, lowest bidder will be determined based on total bid amount

26. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

27. CONDITIONS OF THE RIDER CLAUSE

The successful bidder have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

- a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
- b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.

- d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

28. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

II. SCOPE OF SERVICES

SECTION 01 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 THIS IS A REQUIREMENTS CONTRACT

The Project consists of the furnishing of all supervision, labor, materials, equipment and incidentals necessary for the design and installation of new irrigation systems at athletic fields and landscape areas in Arlington County, Virginia. Furnishing and installation of a complete field or landscape area irrigation system, including all electrical and control system, pressure booster pump (if required), and backflow preventor with a housing.

1. Arlington County will arrange for installation of the water meter tap. The Contractor will be responsible for the installation of the water pipe to the irrigation system.
2. Furnish and install electric meter base. Power supply to the control cabinet including electric meter will be furnished and installed by Dominion Virginia Power. This work is to be coordinated by the Contractor. The County will pay the direct costs for the power company work.
3. Replacement of concrete sidewalk, curb and gutter demolished for the installation required to complete the irrigation system.
4. Restoration of grassy area damaged during construction.

1.2 CONTRACTOR USE OF PREMISES

The Contractor shall not disturb portions of the site beyond the work area in which the work is indicated.

1.3 MISCELLANEOUS PROVISIONS

- A. Temporary safety measures to include safety fencing and silt fencing shall be installed around the work area.
- B. Sprinkler heads on soccer fields will not be installed in the goal area of the field.

SECTION 02 - IRRIGATION SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes engineering and installation of the irrigation system for any athletic field or landscape area. The work includes, but is not limited to, the following:
 1. Required excavation and backfill.
 2. Fully operational automatically controlled irrigation system, including electronic timer and automatic control system.
 3. Proper backflow protection according to local codes, ordinances and permits.
 4. Water pressure booster pump, if required.

- 5. Restoration of damaged areas.
 - 6. Testing of all systems.
 - 7. An accurate "As-built" drawing for each site.
- B. Available water pressure (static and residual pressure) tests will be made by Arlington County Department of Public Works on nearby fire hydrants. Results will be provided to the Contractor.
- 1.2 PERFORMANCE REQUIREMENTS
The irrigation system shall be capable of completing a full cycle for all stations within a six-hour period and be capable of delivering, at a minimum, two (2) inches of water per week over the grass area of the athletic field.
- 1.3 PERMITS AND FEES
Obtain all permits from the appropriate governmental agency having jurisdiction over the work. The Contractor as required shall arrange inspections required by local ordinances during the course of construction. On completion of the work, satisfactory evidence shall be provided to show that all work has been inspected and approved.
- 1.4 CONFERENCE
Before any work is started, a pre-construction meeting shall be held between the Contractor and Parks and Recreation representatives concerning the work under this contract.
- 1.5 COORDINATION
Power including underground cable and meter will be furnished and installed by Dominion Virginia Power. The Contractor will be reimbursed at cost for work done by Dominion Virginia Power.
- 1.6 INSPECTION OF SITE
- A. The Contractor shall acquaint itself with all site conditions. Should utilities not shown on the plans be found during excavations, Contractor shall promptly notify County Project Officer for instructions as to further action.
 - B. The Contractor shall make necessary adjustments in the layout as may be required to connect to existing water main.
- 1.7 EXISTING SITE CONDITIONS
The Contractor shall take necessary precautions to protect existing site conditions. All damages incurred shall be repaired at the Contractor's expense.
- 1.8 REJECTION
The County reserves the right to reject material or work that does not conform to the contract documents. Rejected work shall be removed or corrected within 15 days at the Contractor's own expense.
- 1.9 QUALITY ASSURANCE
- A. Installer Qualifications: Engage an experienced installer who has completed a minimum of three (3) irrigation projects similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance. Submit proof of the installer's qualifications for THE COUNTY approval. The Contractor shall be a Certified Irrigation Contractor and a member in good standing of the Irrigation Association.
 - B. Obtain all irrigation system components from a single supplier (i.e. all one brand). The supplier shall be an authorized dealer servicing Northern Virginia market in order to insure prompt warranty service.

- C. An Irrigation Association Certified Designer, Commercial Option, shall design irrigation system. All plans and details shall be stamped with a certified designer seal or Certified Irrigation Contractor.

1.10 SUBMITTALS

- A. WORK SCHEDULE: Within twenty (20) days after receiving Notice To Proceed work shall begin on the installation of the irrigation system. All work shall be completed within three (3) months.
- B. WORKING PLAN AND BACK-UP CALCULATION: Submit for review and approval a complete set of working plans including back-up calculations showing pipe, pipe size, head locations, sleeves, valves, quick couplers, pump station drawings and schematics (if required), timer, zone gallon per minute schedule, run schedule and precipitation rate schedule. Plans should be made available to the County in hard copy format and on disk, preferable AutoCAD Version 2000 or comparable format.
- C. PRODUCT DATA: Submit product data for each type of product specified. Submittals shall be semi-permanently bound and contain a table of contents.
- D. MAINTENANCE MANUAL: Submit operation manual and maintenance manual outlining typical operation schedule and yearly maintenance procedures before final acceptance of work.
- E. AS-BUILT DRAWINGS: Prepare an "As-Built" drawing on Mylar and disk (preferably AutoCAD 2000 or comparable format), which are made during construction affecting the main line pipe, controller locations, remote control valves, quick coupling valves and all sprinkler heads. The drawing shall also indicate and show approved substitution of size, material and manufacturer's name and catalog name and catalog number. The drawings shall be delivered to THE COUNTY before final acceptance of work.

1.11 FINAL ACCEPTANCE

Final acceptance will require a successful demonstration of the irrigation system as determined by the County's project officer.

1.12 GUARANTEE

All work shall be guaranteed for one year from the date of acceptance against all defects in material, equipment and workmanship. Guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the owner. Repairs, if necessary, shall be done promptly at no cost to THE COUNTY. Contract shall include one winter blowout winterization and one spring startup. All rotary sprinkler heads shall carry a five year 100% warranty from the date of installation. Electronic timer/field controller shall carry a three-year warranty from the date of installation. Solenoid valves shall carry a five-year warranty from the date of installation. Booster pump shall carry a two-year warranty from the date of installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. GENERAL: All materials throughout the system shall be new and in perfect condition.
- B. PLASTIC PIPING: All main line pipe 2-1/2" shall be SDR 21 Gasket Joint end; type 1120-1220 polyvinyl chloride (PVC) pipe and shall conform to CS256-63 and ASTM D-1784.
- C. All piping 2" or smaller shall be SDR 21 bell end solvent weld; type 1120-1220 polyvinyl chloride (PVC) pipe.
- D. LATERAL FITTING: All lateral fittings downside of the zone valve shall be solvent weld style schedule 40 manufactured of virgin PVC type 1, ASTM-D-2466 as manufactured by SPEARS, SLOAN, LASCO or NIBCO, or approved equivalent.
- E. SOLVENT CEMENT PLUS CLEANER AND PREFERABLY PRIMER: Compatible with PVC pipe and of the proper consistency.

- F. SPRINKLER HEAD RISERS: All sprinkler heads shall be assembled using Spears double O ring schedule 80 preassembled swing joint, 1" x 8" assembly, or approved equal up to 12 inches.
- G. AUTOMATIC CONTROLLER: Controller shall be microprocessor based solid state electronic in non-volatile memory operation and shall not employ electric motors, hydraulic tubing, or otherwise introduce into the controller water or other fluids subject to leakage or freezing. Controller shall be enclosed in a UL listed urethane coated, cast aluminum housing having a hinged cast aluminum cover with lockable latch and provided with sufficient conduit openings.
1. Electric shall be 115vac, 60hz to an internally mounted transformer. All internal operational circuitry as well as secondary shall be 24V AC, NEC class 2 circuit. Secondary shall be capable of operating a minimum of three companion electric valves simultaneously, one of which may be a master valve. Secondary shall have a quick disconnect plug. Input surge devices to protect internal circuitry shall be standard.
 2. The control panel shall provide microprocessor programming for date/day, station start times and duration of watering times. Clock and calendar shall be solid state and shall not require reprogramming except during leap year or a power failure exceeding the life of the battery. Back up power shall be provided by two rechargeable NiCd type batteries on the panel, which shall retain all user entered data for a minimum of sixty minutes. Controller shall also provide built in back up program to initiate minimum watering in the event of power failure should exceed life of back up batteries. Back up program may be deleted by use of a switch located on PC board.
 3. Program shall offer a six or seven day calendar schedule permitting watering on specific days, odd days, even days or every third day. The control panel shall have two watering programs with each station independently variable from "off" to ninety-nine minutes in accuracy of one-minute increments on both programs. Each program shall have 4 daily start times. Controller shall not have fuses or circuit breakers that will shut down watering on all stations in the event of an electrically shorted valve or shorted valve wiring on a single station. The controller program shall include a short sensor to automatically omit a shorted station while continuing the watering program on all other stations. Also this sensor shall advise the operator that an electrical short exists. Controller shall also have separate switches for "valve power" and "remote sensors." Timer shall include the optional flow sensor.
- H. REMOTE CONTROL VALVE ASSEMBLY: Consists of a 2" (minimum of 1 1/2 inches) -24 Volt Solenoid valve and 2"sch. 80 F X F gate valves. The valve assembly consists of a 2-1/2" sch. 40 tee with 2" bushing, 24"x2" SDR 21 PVC, SCH 40 PVC coupler, 2"x8" SCH 80 TOE nipple or approved equal. The 2" SCH 80 F X F isolation gate valve shall be Spears Model #2011-020 or approved equal.
1. Gate valve and solenoid valve shall be screwed together using 2" x 3" SCH 80 nipple. On the downside of the valve, install 2"x6" SCH 80 TOE nipple with appropriate SCH 40 fittings for each respective zone. Valves shall be mounted in valve box that is a 16" rectangular box enclosures as manufactured by Ametek Plymouth Products #170106, or approved equal. Top shall be mounted flush with finished grade. Each box shall be mounted atop a foundation of solid cement blocks with a bottom floor of filter fabric and washed pea gravel or crushed stone.
- I. Control wires 24-volt solid wire UL approved for direct burial in ground. MINIMUM WIRE SIZE: 14-gauge zone wire 12 gauge common wire. Contractor shall provide two "spare" wires of different color from all the other wires that loop into each zone valve box for the purpose of a backup wire (inoperable wire or zone added) as manufactured by American Electric, or approved equal. In the event a splice becomes necessary a waterproof splice shall be used and encased in a valve box designed for that purpose as manufactured by Ametek Plymouth Products # 182101, or approved equal. If splicing is required, 3M-DBY and 3M-DBR should be used.

- J. SLEEVES FOR CONTROL WIRES: Under all walks and roadways and where indicated on the drawings, PVC 200-SCH 40 plastic pipe. Sleeve pipe shall be two times the diameter of the pipe going through the sleeve as a rule. All wires shall be in separate conduit 2" minimum size.
- K. SPRINKLER HEADS: Sprinkler heads shall be stainless steel rotary gear drive sprinkler. Sprinkler shall have a pop up height of four inches, inlet 1" FPT. Sprinkler shall have internal "ready check" to quickly eliminate low head drainage problems should they occur. Sprinkler shall have internal high-tech micro filter to insure trouble free gear reversing mechanism operation. Sprinkler shall be adjustable from 40 degree to 360-degree arc setting. Sprinkler shall have safety clutch to protect gear mechanism from vandalism. Sprinkler shall have radius adjustment screw to reduce throw by 25% if needed. Sprinkler shall have thick vandal resistant cover designed for athletic field applications. Sprinkler heads shall be approved equal to the following brands:
1. Rainbird 7005 (stainless steel jacket required)
 2. Toro: 640 Checkmatic (stainless steel jacket required)
 3. Toro: S-2001- 18 Nozzle (stainless steel jacketed required)
 4. Hunter I-40

BIDDERS SHALL SUBMIT WITH THEIR BIDS BROCHURES AND OR PRODUCT DATA FOR THE ALTERNATIVE BRANDS. BIDDERS MUST BID ON ALL ITEMS. INCOMPLETE BIDS WILL NOT BE CONSIDERED.

- L. QUICK COUPLING VALVE: Quick coupler valves shall be 1" IPS with metal lid manufactured of solid brass. Contractor shall supply 1 PCs. key and swivel for the valve. Quick couplers are to be mounted on triple O ring swing joints.
- M. PRESSURE REDUCING VALVE: Wilkins Model # 500-HLR pressure reducing valve being the same size as the feed line, or approved equal.
- N. BACKFLOW PREVENTOR: Shall be approved equal to the following: FEBCO model # 825, 2" reduced pressure backflow preventor assembly with Lockbox Box #HB2T Enclosure. Winter blowout shall also be housed in the enclosure as per local code.
- O. WATER CONSERVATION SYSTEM: Shall be Mini Click #502 as manufactured by Glen Hilton Products P.O. Box 31614 Richmond VA, 23294, (804) 755-1101, or approved equal.
- P. FLOW SENSOR: Flow sensor shall be Data Industrial Model# IR220P-20 series 200, or approved equal. Unit shall be wired to the controller using PAGE PE39 Armor jacketed direct burial #18 Gauge twisted 3pair cable. Sensor shall be mounted in standard valve box enclosure model # 170106 as manufactured by AMTEK PLYMOUTH PRODUCTS 502 Indian Avenue Sheboygan Wisconsin 53082, (414) 457-9435, or approved equal.
- Q. BOOSTER PUMP: In-line, automatic on-demand, 100 GPM, electric, 230V., single phase. drainable, quipped with mechanical seal. Pump performance shall stay on the pump curve when operates between 26psi and 80 psi. The pump shall be equipped with automatic start and stop control and flow switch. A temperature sensor shall be wired into the pump circuit to protect the pump and associated piping from extreme heat.
- R. Sod: Matching the existing or as approved by THE COUNTY.

PART 3 – EXECUTION

3.1 COVERAGE

- A. The Contractor shall be responsible for full and complete coverage of all irrigated areas and shall make any necessary minor adjustments at no additional cost to the Contract. The Contractor shall be responsible for proper nozzle choice and arc adjustment to assure:

1. Maximum spacing on heads shall be 50% of the diameter of the design pressure.
 2. Matched precipitation rates of all heads within each area and zone.
 3. Proper flow rates not to exceed 5 feet / second in main line piping.
 4. Lateral flow rate not to exceed 5 feet/second in lateral piping.
 5. No more than 20% variation in pressure at each head.
- B. There shall be more that 10% variation in a given zone of water delivered.

3.2 INSTALLATION

- A. Main line and lateral piping shall be installed by pulling the piping through the ground by means of a vibratory plow or Trenching of main line and lateral piping installation on existing turf fields. All backfill for trenches should be rock free. The pipelines shall be made of sufficient depths to provide minimum cover from finish grade as follows:
1. 22" minimum cover over main lines.
 2. 18" minimum cover over control wires from controller to valves
 3. 18" minimum coverage over lateral lines to heads.
- B. SAFETY: Maintain all warning signs, shorings, barricades, flares and red lanterns as required by the safety orders of the division of industrial safety and any local ordinances.
- C. RESTORATION: Restore all surfaces, existing underground installations, etc., damaged or cut as a result of the excavations to their original condition and in a manner approved by Arlington County.
- D. PIPE LINE ASSEMBLY: Plastic pipe and fittings shall be assembled using solvents and primer or cleaner and methods as recommended by the manufacturer of the pipe, except where screwed connections are required. Pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying solvent with a non-synthetic bristle brush. Pipe may be assembled and welded on the surface. Snake pipe from side to side of trench bottom to allow for expansion and contraction. Make all connections between plastic pipe and metal valves or steel pipe with threaded fittings using plastic male adapters.
1. Mainline shall be inspected at the valve locations and during construction. All 90' ells, 45' ells, end fittings and tees, shall be thrust blocked as recommended by the manufacturer of the fittings.
 2. Apply a continuous and static water pressure of 85 psi for 3 hours when main line thrust blocks have been cured fully and pipe has been properly installed, and inspected prior to backfilling.
- E. REMOTE CONTROL VALVES: Install remote control valves where shown and group together where practical. Place no closer than three feet to the perimeter of the field of play.
- F. CLOSING PIPE AND FLUSHING LINES: Cap or plug all openings as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation. Thoroughly flush out all water lines before installing heads, valves and other hydrants. Test in accordance with the paragraph on hydrostatic tests. Upon completion of the testing, the Contractor shall complete assembly and adjust sprinkler heads for proper distribution.
- G. HYDROSTATIC TESTS: Testing is to be accomplished at the expense of the Contractor and in the presence of the County representatives. The Contractor shall submit a written request for the presence of the County representatives in writing at least forty eight (48) hours in advance of the testing.

1. Main lines shall be tested for six (6) hours under 85 PSI. Pressure lost shall not be greater than eight (8) PSI.
 2. Lateral lines shall be capped and pressurized for six (6) hours. Pressure lost shall not be greater than ten (10) PSI.
 3. Repair leaks resulting from tests.
- H. AUTOMATIC CONTROLLERS: Connect remote control valves to controller in a logical sequence to correspond with specifications. The Contractor shall label all field zone wires with electrical marking to correspond with the zone number using electrical numbered marking tape.
- I. AUTOMATIC CONTROL WIRING: Install control wires, sprinkler mains and laterals in common trenches wherever possible. Wire shall be placed under mainline PVC pipe one inch and to the side of mainline pipe. Install control wires at least 18" inches below finished grade and lay to the side and below main line. Provide looped slack at valves and snake wires in trench to allow for contraction of wires. Valve boxes shall be used for any splice mounted 6" below finished grade and noted on as built plans. Control wire splices will be allowed only in runs more than 500 feet. Any splices must be installed in an existing valve box or separate valve box installed 6" below finished grade. All wire passing under existing or future paving, construction, etc., shall be encased in plastic or galvanized steel conduit extending at least 12 inches beyond edges of paving or construction. No splices will be allowed except in RCV boxes.
1. Two "spare" wires shall be installed as extra wires that loop into each valve box enclosure to be used as spare wires in the event a zone is added or a wire becomes inoperable.
- J. BACKFILL AND COMPACTING: After system is operating and required tests and inspections have been made, backfill excavations and trenches with clean soil, free of rubbish and rocks that could pose damage to pipe. Backfill for all trenches, regardless of the type of pipe covered, shall be compacted in a series of eight (8) inch "lift" comparable to existing soil. Dress off the area to finished grades.
- K. BOOSTER PUMP: The Contractor shall install booster pump and control in the specified enclosure, per the manufacturer's recommendations.
- L. LAWN RESTORATION: Restore damaged lawn by sodding per the County standard requirements.
- M. SIDEWALK, CURB AND GUTTER RESTORATION: If needed, all demolished pavements, curb and gutter shall be restored per Arlington County Department of Public Work standard.
- N. CLEAN UP: Remove from the site all debris resulting from work of this section. Job site must be left clean and repaired as per contract and the County's approval.

III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 585-13.

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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is provision of irrigation services for the sports fields located in Arlington County, Virginia. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The term of this Agreement will commence upon County's execution of the award documents, and the Contractor shall continue operations until December 31, 2023.

4. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 585-13 at the prices provided in the bid of the Contractor.

5. CONTRACT PRICING ADJUSTMENT

The Contract unit price(s) set forth in the bid of the Contractor shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

- A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to April 30th of any given year of the contract (April 30 may be referred to herein below as "Anniversary Date").
- B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage increase or decrease of the U.S. Department of Labor, Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) during the twelve (12) month that ended in the prior September of each year of the contract.
- C. Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in subsections A and B of this section shall become effective the day after the next Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested by the Contractor and approved by the County in a subsequent year according to the procedure set forth in this section.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in subsections A and B of this section by the thirtieth (30th) calendar day prior to the next Anniversary Date, then the County may in its sole discretion terminate the Contract

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. PROJECT STAFF

The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

9. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Office, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

10. PAYMENT OF SUBCONTRACTORS

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 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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 as those contained herein 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.

11. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, 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 Contractor further understands that the County may require goods and/or services in excess of the estimated annual

contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract.

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. 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.

15. 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.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will 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 both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall 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.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (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 of over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or

unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

20. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and

costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

22. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County 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, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. 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 fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any 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.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. 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 fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any 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.

24. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

25. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record")

or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

26. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

27. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia 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 offer was made without collusion or fraud and 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.

28. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

29. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

30. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

31. RELATION TO THE COUNTY

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

32. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the services purchased or acquired by the County under this Contract.

33. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

All copies shall be double-sided;

Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided; and

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

34. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

35. ASSIGNMENT

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

36. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

38. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

39. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect

hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

41. NONEXCLUSIVITY OF REMEDIES

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

42. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.,

43. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

44. 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.

45. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

47. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b)

delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. 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 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will

pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.

- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a

subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 605-13

B I D F O R M
Page 1 of 7

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., ON March 5, 2013

FOR PROVIDING DESIGN AND INSTALLATION SERVICES FOR NEW IRRIGATION SYSTEMS FOR ATHLETIC FIELDS AND LANDSCAPE AREAS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

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

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

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

IMPORTANT NOTE:

- **BIDDERS SHALL BID ON ALL ITEMS, PARTIAL BIDS WILL NOT BE CONSIDERED.**
- **BIDDERS SHALL SUBMIT BROCHURE AND OTHER PRODUCT INFORMATION MATERIAL FOR ALTERNATIVE BRAND ITEMS BID**

#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	2 inch Copper Pipe	L.F.	65	\$	\$
2	Copper Fittings	EA	N/A	\$	\$
3	2 ½ inch PVC Mainline	L.F.	400	\$	\$
4	2 inch Lateral Pipe	L.F.	800	\$	\$
5	1½ inch Lateral Pipe	L.F.	1,230	\$	\$
6	PVC Plastic Fittings	EA.	N/A	\$	\$

BIDDERS NAME: _____

#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
7	Toro 640 Checkmatic Sprinkler Head or Equivalent	EA.	24	\$	\$
8	Rainbird 7005 Sprinkler Heads or Equivalent	EA.	24	\$	\$
9	Toro 2001 Sprinkler Heads or Equivalent	EA.	24	\$	\$
10	Hunter I-40 or Equivalent	EA.	24	\$	\$
11	Quick coupler valve and key	EA.	1	\$	\$
12	Flush valve = 2 in.	EA.	1	\$	\$
13	Flow sensor = 2 in.	EA.	1	\$	\$
14	Irrigation Control Panel, Pedestal, 8 Zones, Rainbird ESP-LX or Equivalent	EA.	1	\$	\$
15	Irrigation Control Panel, Wall Mount, 8 Zones, Rainbird ESP-LX or Equivalent	EA	1	\$	\$
16	Backflow, pressure reducing, enclosure and pad (concrete), brick or block housing (per County code)	EA.	1	\$	\$
17	2 inch zone valve, gate and box (standard rectangular with lids)	EA.	8	\$	\$
18	Control valve wiring	L.F.	4,000	\$	\$
19	Booster pump (size determined by PSI and GPM test) Desired pressure goal 100 GPM	EA.	1	\$	\$
20	Pump housing and pad 5 ft. X 5 ft.	EA.	1	\$	\$
21	Water conservation kit (rain gauge sensor)	EA.	1	\$	\$
22	Spring start up of system 8 zones	EA.	1	\$	\$
23	Winterization of system 8 zones	EA.	1	\$	\$
24	Swing joint assembly 1 inch	EA	24	\$	\$
TOTAL BID					\$

BIDDERS NAME: _____

AVAILABILITY OF SPRINKLER HEADS:

#	SPRINKLER HEAD DESCRIPTION	YES	NO	EQUIVALENT SPRINKLER HEAD BRAND	PRICE
1	Rainbird 7005 or approved Equivalent				\$
2	Toro 2001 or approved Equivalent				\$
3	Toro 640 Checkmatic or approved Equivalent				\$
4	Hunter I-40 or approved Equivalent				\$

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- () No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- () Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

State the specific reason(s) why protection is necessary:

BIDDERS NAME: _____

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person(as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

SUBMITTED BY: (LEGAL NAME OF ENTITY)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
TAX ID NUMBER (EIN/SSN):			VA. CONTRACTOR LICENSE #:		
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:					
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

Solicitation # 605-13

**Metropolitan Washington Council of Governments Rider Clause
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		ALEXANDRIA, VIRGINIA			MANASSAS, VIRGINIA
		ALEXANDRIA PUBLIC SCHOOLS			CITY OF MANASSAS PUBLIC SCHOOLS
		ALEXANDRIA SANITATION AUTHORITY			MANASSAS PARK, VIRGINIA
		ARLINGTON COUNTY, VIRGINIA			MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
		ARLINGTON COUNTY PUBLIC SCHOOLS			METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
		BOWIE, MARYLAND			METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
		BLADENSBURG, MARYLAND			MONTGOMERY COLLEGE
		CHARLES COUNTY PUBLIC SCHOOLS			MONTGOMERY COUNTY, MARYLAND
		COLLEGE PARK, MARYLAND			MONTGOMERY COUNTY PUBLIC SCHOOLS
		CULPEPER COUNTY, VIRGINIA			OMNIRIDE
		DISTRICT OF COLUMBIA			PRINCE GEORGE'S COUNTY, MARYLAND
		DISTRICT OF COLUMBIA COURTS			PRINCE GEORGE'S PUBLIC SCHOOLS
		DISTRICT OF COLUMBIA PUBLIC SCHOOLS			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX, VIRGINIA			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX COUNTY, VIRGINIA			PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
		FAIRFAX COUNTY WATER AUTHORITY			PRINCE WILLIAM COUNTY SERVICE AUTHORITY
		FALLS CHURCH, VIRGINIA			ROCKVILLE, MARYLAND
		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT			SPOTSYLVANIA COUNTY SCHOOLS
		FREDERICK, MARYLAND			STAFFORD COUNTY, VIRGINIA
		FREDERICK COUNTY, MARYLAND			TAKOMA PARK, MARYLAND
		GAITHERSBURG, MARYLAND			UPPER OCCOQUAN SEWAGE AUTHORITY
		GREENBELT, MARYLAND			VIENNA, VIRGINIA
		HERNDON, VIRGINIA			VIRGINIA RAILWAY EXPRESS
		LEESBURG, VIRGINIA			WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
		LOUDOUN COUNTY, VIRGINIA			WASHINGTON SUBURBAN SANITARY COMMISSION
		LOUDOUN COUNTY PUBLIC SCHOOLS			WINCHESTER, VIRGINIA
		LOUDOUN COUNTY SANITATION AUTHORITY			WINCHESTER PUBLIC SCHOOLS

BIDDER'S NAME: _____

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

INVITATION TO BID NO. 585-13

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 5TH DAY OF MARCH, 2013 FOR:

PROVIDING SUPERVISION, LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS NECESSARY FOR THE DESIGN AND INSTALLATION OF NEW IRRIGATION SYSTEMS AT ATHLETIC FIELDS AND LANDSCAPE AREAS IN ARLINGTON COUNTY, VIRGINIA ON AN AS-NEEDED BASIS, FOR UP TO A TEN-YEAR PERIOD.

At the time, date and place stated above, bids will be publicly opened.

NOTE: ARLINGTON COUNTY MOVED TO A NEW SUPPLIER REGISTRATION SYSTEM (BIDDER LIST) ON JUNE 15, 2012. ALL SUPPLIERS, INCLUDING THOSE WHO WERE REGISTERED IN OUR CURRENT SYSTEM, MUST REGISTER IN THE NEW SYSTEM, AND PROVIDE A VALID E-MAIL ADDRESS, TO RECEIVE NOTICES OF BID OPPORTUNITIES. FOR ADDITIONAL INFORMATION AND REGISTRATION LINK PLEASE VISIT WWW.ARLINGTONVA.US/PURCHASING.

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Maryam N. Zahory, CPPB
Procurement Officer
mzahory@arlingtonva.us

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I. **INSTRUCTIONS TO BIDDERS**

1. **ADDITIONAL INFORMATION**

All questions relating to this solicitation shall be submitted via e-mail to **Maryam Zahory** in the Office of the Purchasing Agent, at **mzahory@arlingtonva.us**. For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 585-13 Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE SEVEN (7) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

2. **COMPETITION INTENDED**

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. **BID FORM SUBMISSION**

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation To Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. **BIDDER CERTIFICATION**

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Arlington County that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

11. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent 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. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

16. ARLINGTON COUNTY BUSINESS LICENSES

The successful bidder 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 solicitation, 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.

17. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required. If a bidder fails to obtain this license prior to submission of bid, the bid shall not be considered.

If a contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$750,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

If a contract for performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than \$150,000, the bidder is required under Title 54.1, Chapter

11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

18. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

19. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

20. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

21. PARKING

At most Arlington County government facilities, parking for contractors' vehicles is not provided by Arlington County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

22. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any

claim for compensation other than at the unit prices in the contract.

23. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

24. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

25. METHOD OF AWARD

Arlington County will award this solicitation to the lowest responsive and responsible bidder, lowest bidder will be determined based on total bid amount

26. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

27. CONDITIONS OF THE RIDER CLAUSE

The successful bidder have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

- a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
- b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.

- d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

28. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

II. SCOPE OF SERVICES

SECTION 01 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 THIS IS A REQUIREMENTS CONTRACT

The Project consists of the furnishing of all supervision, labor, materials, equipment and incidentals necessary for the design and installation of new irrigation systems at athletic fields and landscape areas in Arlington County, Virginia. Furnishing and installation of a complete field or landscape area irrigation system, including all electrical and control system, pressure booster pump (if required), and backflow preventor with a housing.

1. Arlington County will arrange for installation of the water meter tap. The Contractor will be responsible for the installation of the water pipe to the irrigation system.
2. Furnish and install electric meter base. Power supply to the control cabinet including electric meter will be furnished and installed by Dominion Virginia Power. This work is to be coordinated by the Contractor. The County will pay the direct costs for the power company work.
3. Replacement of concrete sidewalk, curb and gutter demolished for the installation required to complete the irrigation system.
4. Restoration of grassy area damaged during construction.

1.2 CONTRACTOR USE OF PREMISES

The Contractor shall not disturb portions of the site beyond the work area in which the work is indicated.

1.3 MISCELLANEOUS PROVISIONS

- A. Temporary safety measures to include safety fencing and silt fencing shall be installed around the work area.
- B. Sprinkler heads on soccer fields will not be installed in the goal area of the field.

SECTION 02 - IRRIGATION SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes engineering and installation of the irrigation system for any athletic field or landscape area. The work includes, but is not limited to, the following:
 1. Required excavation and backfill.
 2. Fully operational automatically controlled irrigation system, including electronic timer and automatic control system.
 3. Proper backflow protection according to local codes, ordinances and permits.
 4. Water pressure booster pump, if required.

- 5. Restoration of damaged areas.
 - 6. Testing of all systems.
 - 7. An accurate "As-built" drawing for each site.
- B. Available water pressure (static and residual pressure) tests will be made by Arlington County Department of Public Works on nearby fire hydrants. Results will be provided to the Contractor.
- 1.2 PERFORMANCE REQUIREMENTS
The irrigation system shall be capable of completing a full cycle for all stations within a six-hour period and be capable of delivering, at a minimum, two (2) inches of water per week over the grass area of the athletic field.
- 1.3 PERMITS AND FEES
Obtain all permits from the appropriate governmental agency having jurisdiction over the work. The Contractor as required shall arrange inspections required by local ordinances during the course of construction. On completion of the work, satisfactory evidence shall be provided to show that all work has been inspected and approved.
- 1.4 CONFERENCE
Before any work is started, a pre-construction meeting shall be held between the Contractor and Parks and Recreation representatives concerning the work under this contract.
- 1.5 COORDINATION
Power including underground cable and meter will be furnished and installed by Dominion Virginia Power. The Contractor will be reimbursed at cost for work done by Dominion Virginia Power.
- 1.6 INSPECTION OF SITE
- A. The Contractor shall acquaint itself with all site conditions. Should utilities not shown on the plans be found during excavations, Contractor shall promptly notify County Project Officer for instructions as to further action.
 - B. The Contractor shall make necessary adjustments in the layout as may be required to connect to existing water main.
- 1.7 EXISTING SITE CONDITIONS
The Contractor shall take necessary precautions to protect existing site conditions. All damages incurred shall be repaired at the Contractor's expense.
- 1.8 REJECTION
The County reserves the right to reject material or work that does not conform to the contract documents. Rejected work shall be removed or corrected within 15 days at the Contractor's own expense.
- 1.9 QUALITY ASSURANCE
- A. Installer Qualifications: Engage an experienced installer who has completed a minimum of three (3) irrigation projects similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance. Submit proof of the installer's qualifications for THE COUNTY approval. The Contractor shall be a Certified Irrigation Contractor and a member in good standing of the Irrigation Association.
 - B. Obtain all irrigation system components from a single supplier (i.e. all one brand). The supplier shall be an authorized dealer servicing Northern Virginia market in order to insure prompt warranty service.

- C. An Irrigation Association Certified Designer, Commercial Option, shall design irrigation system. All plans and details shall be stamped with a certified designer seal or Certified Irrigation Contractor.

1.10 SUBMITTALS

- A. WORK SCHEDULE: Within twenty (20) days after receiving Notice To Proceed work shall begin on the installation of the irrigation system. All work shall be completed within three (3) months.
- B. WORKING PLAN AND BACK-UP CALCULATION: Submit for review and approval a complete set of working plans including back-up calculations showing pipe, pipe size, head locations, sleeves, valves, quick couplers, pump station drawings and schematics (if required), timer, zone gallon per minute schedule, run schedule and precipitation rate schedule. Plans should be made available to the County in hard copy format and on disk, preferable AutoCAD Version 2000 or comparable format.
- C. PRODUCT DATA: Submit product data for each type of product specified. Submittals shall be semi-permanently bound and contain a table of contents.
- D. MAINTENANCE MANUAL: Submit operation manual and maintenance manual outlining typical operation schedule and yearly maintenance procedures before final acceptance of work.
- E. AS-BUILT DRAWINGS: Prepare an "As-Built" drawing on Mylar and disk (preferably AutoCAD 2000 or comparable format), which are made during construction affecting the main line pipe, controller locations, remote control valves, quick coupling valves and all sprinkler heads. The drawing shall also indicate and show approved substitution of size, material and manufacturer's name and catalog name and catalog number. The drawings shall be delivered to THE COUNTY before final acceptance of work.

1.11 FINAL ACCEPTANCE

Final acceptance will require a successful demonstration of the irrigation system as determined by the County's project officer.

1.12 GUARANTEE

All work shall be guaranteed for one year from the date of acceptance against all defects in material, equipment and workmanship. Guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the owner. Repairs, if necessary, shall be done promptly at no cost to THE COUNTY. Contract shall include one winter blowout winterization and one spring startup. All rotary sprinkler heads shall carry a five year 100% warranty from the date of installation. Electronic timer/field controller shall carry a three-year warranty from the date of installation. Solenoid valves shall carry a five-year warranty from the date of installation. Booster pump shall carry a two-year warranty from the date of installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. GENERAL: All materials throughout the system shall be new and in perfect condition.
- B. PLASTIC PIPING: All main line pipe 2-1/2" shall be SDR 21 Gasket Joint end; type 1120-1220 polyvinyl chloride (PVC) pipe and shall conform to CS256-63 and ASTM D-1784.
- C. All piping 2" or smaller shall be SDR 21 bell end solvent weld; type 1120-1220 polyvinyl chloride (PVC) pipe.
- D. LATERAL FITTING: All lateral fittings downside of the zone valve shall be solvent weld style schedule 40 manufactured of virgin PVC type 1, ASTM-D-2466 as manufactured by SPEARS, SLOAN, LASCO or NIBCO, or approved equivalent.
- E. SOLVENT CEMENT PLUS CLEANER AND PREFERABLY PRIMER: Compatible with PVC pipe and of the proper consistency.

- F. SPRINKLER HEAD RISERS: All sprinkler heads shall be assembled using Spears double O ring schedule 80 preassembled swing joint, 1" x 8" assembly, or approved equal up to 12 inches.
- G. AUTOMATIC CONTROLLER: Controller shall be microprocessor based solid state electronic in non-volatile memory operation and shall not employ electric motors, hydraulic tubing, or otherwise introduce into the controller water or other fluids subject to leakage or freezing. Controller shall be enclosed in a UL listed urethane coated, cast aluminum housing having a hinged cast aluminum cover with lockable latch and provided with sufficient conduit openings.
1. Electric shall be 115vac, 60hz to an internally mounted transformer. All internal operational circuitry as well as secondary shall be 24V AC, NEC class 2 circuit. Secondary shall be capable of operating a minimum of three companion electric valves simultaneously, one of which may be a master valve. Secondary shall have a quick disconnect plug. Input surge devices to protect internal circuitry shall be standard.
 2. The control panel shall provide microprocessor programming for date/day, station start times and duration of watering times. Clock and calendar shall be solid state and shall not require reprogramming except during leap year or a power failure exceeding the life of the battery. Back up power shall be provided by two rechargeable NiCd type batteries on the panel, which shall retain all user entered data for a minimum of sixty minutes. Controller shall also provide built in back up program to initiate minimum watering in the event of power failure should exceed life of back up batteries. Back up program may be deleted by use of a switch located on PC board.
 3. Program shall offer a six or seven day calendar schedule permitting watering on specific days, odd days, even days or every third day. The control panel shall have two watering programs with each station independently variable from "off" to ninety-nine minutes in accuracy of one-minute increments on both programs. Each program shall have 4 daily start times. Controller shall not have fuses or circuit breakers that will shut down watering on all stations in the event of an electrically shorted valve or shorted valve wiring on a single station. The controller program shall include a short sensor to automatically omit a shorted station while continuing the watering program on all other stations. Also this sensor shall advise the operator that an electrical short exists. Controller shall also have separate switches for "valve power" and "remote sensors." Timer shall include the optional flow sensor.
- H. REMOTE CONTROL VALVE ASSEMBLY: Consists of a 2" (minimum of 1 1/2 inches) -24 Volt Solenoid valve and 2"sch. 80 F X F gate valves. The valve assembly consists of a 2-1/2" sch. 40 tee with 2" bushing, 24"x2" SDR 21 PVC, SCH 40 PVC coupler, 2"x8" SCH 80 TOE nipple or approved equal. The 2" SCH 80 F X F isolation gate valve shall be Spears Model #2011-020 or approved equal.
1. Gate valve and solenoid valve shall be screwed together using 2" x 3" SCH 80 nipple. On the downside of the valve, install 2"x 6" SCH 80 nipple with appropriate SCH 40 fittings for each respective zone. Valves shall be mounted in valve box that is a 16" rectangular box enclosures as manufactured by Ametek Plymouth Products #170106, or approved equal. Top shall be mounted flush with finished grade. Each box shall be mounted atop a foundation of solid cement blocks with a bottom floor of filter fabric and washed pea gravel or crushed stone.
- I. Control wires 24-volt solid wire UL approved for direct burial in ground. MINIMUM WIRE SIZE: 14-gauge zone wire 12 gauge common wire. Contractor shall provide two "spare" wires of different color from all the other wires that loop into each zone valve box for the purpose of a backup wire (inoperable wire or zone added) as manufactured by American Electric, or approved equal. In the event a splice becomes necessary a waterproof splice shall be used and encased in a valve box designed for that purpose as manufactured by Ametek Plymouth Products # 182101, or approved equal. If splicing is required, 3M-DBY and 3M-DBR should be used.

- J. SLEEVES FOR CONTROL WIRES: Under all walks and roadways and where indicated on the drawings, PVC 200-SCH 40 plastic pipe. Sleeve pipe shall be two times the diameter of the pipe going through the sleeve as a rule. All wires shall be in separate conduit 2" minimum size.
- K. SPRINKLER HEADS: Sprinkler heads shall be stainless steel rotary gear drive sprinkler. Sprinkler shall have a pop up height of four inches, inlet 1" FPT. Sprinkler shall have internal "ready check" to quickly eliminate low head drainage problems should they occur. Sprinkler shall have internal high-tech micro filter to insure trouble free gear reversing mechanism operation. Sprinkler shall be adjustable from 40 degree to 360-degree arc setting. Sprinkler shall have safety clutch to protect gear mechanism from vandalism. Sprinkler shall have radius adjustment screw to reduce throw by 25% if needed. Sprinkler shall have thick vandal resistant cover designed for athletic field applications. Sprinkler heads shall be approved equal to the following brands:
1. Rainbird 7005 (stainless steel jacket required)
 2. Toro: 640 Checkmatic (stainless steel jacket required)
 3. Toro: S-2001- 18 Nozzle (stainless steel jacketed required)
 4. Hunter I-40

BIDDERS SHALL SUBMIT WITH THEIR BIDS BROCHURES AND OR PRODUCT DATA FOR THE ALTERNATIVE BRANDS. BIDDERS MUST BID ON ALL ITEMS. INCOMPLETE BIDS WILL NOT BE CONSIDERED.

- L. QUICK COUPLING VALVE: Quick coupler valves shall be 1" IPS with metal lid manufactured of solid brass. Contractor shall supply 1 PCs. key and swivel for the valve. Quick couplers are to be mounted on triple O ring swing joints.
- M. PRESSURE REDUCING VALVE: Wilkins Model # 500-HLR pressure reducing valve being the same size as the feed line, or approved equal.
- N. BACKFLOW PREVENTOR: Shall be approved equal to the following: FEBCO model # 825, 2" reduced pressure backflow preventor assembly with Lockbox Box #HB2T Enclosure. Winter blowout shall also be housed in the enclosure as per local code.
- O. WATER CONSERVATION SYSTEM: Shall be Mini Click #502 as manufactured by Glen Hilton Products P.O. Box 31614 Richmond VA, 23294, (804) 755-1101, or approved equal.
- P. FLOW SENSOR: Flow sensor shall be Data Industrial Model# IR220P-20 series 200, or approved equal. Unit shall be wired to the controller using PAGE PE39 Armor jacketed direct burial #18 Gauge twisted 3pair cable. Sensor shall be mounted in standard valve box enclosure model # 170106 as manufactured by AMTEK PLYMOUTH PRODUCTS 502 Indian Avenue Sheboygan Wisconsin 53082, (414) 457-9435, or approved equal.
- Q. BOOSTER PUMP: In-line, automatic on-demand, 100 GPM, electric, 230V., single phase. drainable, quipped with mechanical seal. Pump performance shall stay on the pump curve when operates between 26psi and 80 psi. The pump shall be equipped with automatic start and stop control and flow switch. A temperature sensor shall be wired into the pump circuit to protect the pump and associated piping from extreme heat.
- R. Sod: Matching the existing or as approved by THE COUNTY.

PART 3 – EXECUTION

3.1 COVERAGE

- A. The Contractor shall be responsible for full and complete coverage of all irrigated areas and shall make any necessary minor adjustments at no additional cost to the Contract. The Contractor shall be responsible for proper nozzle choice and arc adjustment to assure:

1. Maximum spacing on heads shall be 50% of the diameter of the design pressure.
 2. Matched precipitation rates of all heads within each area and zone.
 3. Proper flow rates not to exceed 5 feet / second in main line piping.
 4. Lateral flow rate not to exceed 5 feet/second in lateral piping.
 5. No more than 20% variation in pressure at each head.
- B. There shall be more that 10% variation in a given zone of water delivered.

3.2 INSTALLATION

- A. Main line and lateral piping shall be installed by pulling the piping through the ground by means of a vibratory plow or Trenching of main line and lateral piping installation on existing turf fields. All backfill for trenches should be rock free. The pipelines shall be made of sufficient depths to provide minimum cover from finish grade as follows:
1. 22" minimum cover over main lines.
 2. 18" minimum cover over control wires from controller to valves
 3. 18" minimum coverage over lateral lines to heads.
- B. SAFETY: Maintain all warning signs, shorings, barricades, flares and red lanterns as required by the safety orders of the division of industrial safety and any local ordinances.
- C. RESTORATION: Restore all surfaces, existing underground installations, etc., damaged or cut as a result of the excavations to their original condition and in a manner approved by Arlington County.
- D. PIPE LINE ASSEMBLY: Plastic pipe and fittings shall be assembled using solvents and primer or cleaner and methods as recommended by the manufacturer of the pipe, except where screwed connections are required. Pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying solvent with a non-synthetic bristle brush. Pipe may be assembled and welded on the surface. Snake pipe from side to side of trench bottom to allow for expansion and contraction. Make all connections between plastic pipe and metal valves or steel pipe with threaded fittings using plastic male adapters.
1. Mainline shall be inspected at the valve locations and during construction. All 90' ells, 45' ells, end fittings and tees, shall be thrust blocked as recommended by the manufacturer of the fittings.
 2. Apply a continuous and static water pressure of 85 psi for 3 hours when main line thrust blocks have been cured fully and pipe has been properly installed, and inspected prior to backfilling.
- E. REMOTE CONTROL VALVES: Install remote control valves where shown and group together where practical. Place no closer than three feet to the perimeter of the field of play.
- F. CLOSING PIPE AND FLUSHING LINES: Cap or plug all openings as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation. Thoroughly flush out all water lines before installing heads, valves and other hydrants. Test in accordance with the paragraph on hydrostatic tests. Upon completion of the testing, the Contractor shall complete assembly and adjust sprinkler heads for proper distribution.
- G. HYDROSTATIC TESTS: Testing is to be accomplished at the expense of the Contractor and in the presence of the County representatives. The Contractor shall submit a written request for the presence of the County representatives in writing at least forty eight (48) hours in advance of the testing.

1. Main lines shall be tested for six (6) hours under 85 PSI. Pressure lost shall not be greater than eight (8) PSI.
 2. Lateral lines shall be capped and pressurized for six (6) hours. Pressure lost shall not be greater than ten (10) PSI.
 3. Repair leaks resulting from tests.
- H. AUTOMATIC CONTROLLERS: Connect remote control valves to controller in a logical sequence to correspond with specifications. The Contractor shall label all field zone wires with electrical marking to correspond with the zone number using electrical numbered marking tape.
- I. AUTOMATIC CONTROL WIRING: Install control wires, sprinkler mains and laterals in common trenches wherever possible. Wire shall be placed under mainline PVC pipe one inch and to the side of mainline pipe. Install control wires at least 18" inches below finished grade and lay to the side and below main line. Provide looped slack at valves and snake wires in trench to allow for contraction of wires. Valve boxes shall be used for any splice mounted 6" below finished grade and noted on as built plans. Control wire splices will be allowed only in runs more than 500 feet. Any splices must be installed in an existing valve box or separate valve box installed 6" below finished grade. All wire passing under existing or future paving, construction, etc., shall be encased in plastic or galvanized steel conduit extending at least 12 inches beyond edges of paving or construction. No splices will be allowed except in RCV boxes.
1. Two "spare" wires shall be installed as extra wires that loop into each valve box enclosure to be used as spare wires in the event a zone is added or a wire becomes inoperable.
- J. BACKFILL AND COMPACTING: After system is operating and required tests and inspections have been made, backfill excavations and trenches with clean soil, free of rubbish and rocks that could pose damage to pipe. Backfill for all trenches, regardless of the type of pipe covered, shall be compacted in a series of eight (8) inch "lift" comparable to existing soil. Dress off the area to finished grades.
- K. BOOSTER PUMP: The Contractor shall install booster pump and control in the specified enclosure, per the manufacturer's recommendations.
- L. LAWN RESTORATION: Restore damaged lawn by sodding per the County standard requirements.
- M. SIDEWALK, CURB AND GUTTER RESTORATION: If needed, all demolished pavements, curb and gutter shall be restored per Arlington County Department of Public Work standard.
- N. CLEAN UP: Remove from the site all debris resulting from work of this section. Job site must be left clean and repaired as per contract and the County's approval.

III. **CONTRACT TERMS AND CONDITIONS**

1. **CONTRACT DOCUMENTS**

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. **585-13**.

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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement".

2. **SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is provision of irrigation services for the sports fields located in Arlington County, Virginia. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. **CONTRACT TERM**

The term of this Agreement will commence upon County's execution of the award documents, and the Contractor shall continue operations until December 31, 2023.

4. **CONTRACT PRICING**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. **585-13** at the prices provided in the bid of the Contractor.

5. **CONTRACT PRICING ADJUSTMENT**

The Contract unit price(s) set forth in the bid of the Contractor shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

- A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to April 30th of any given year of the contract (April 30 may be referred to herein below as "Anniversary Date").
- B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage increase or decrease of the U.S. Department of Labor, Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) during the twelve (12) month that ended in the prior September of each year of the contract.
- C. Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in subsections A and B of this section shall become effective the day after the next Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested by the Contractor and approved by the County in a subsequent year according to the procedure set forth in this section.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in subsections A and B of this section by the thirtieth (30th) calendar day prior to the next Anniversary Date, then the County may in its sole discretion terminate the Contract

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. PROJECT STAFF

The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

9. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Office, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

10. PAYMENT OF SUBCONTRACTORS

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 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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 as those contained herein 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.

11. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, 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 Contractor further understands that the County may require goods and/or services in excess of the estimated annual

contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract.

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. 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.

15. 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.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will 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 both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall 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.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (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 of over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or

unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

20. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and

costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

22. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County 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, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. 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 fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any 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.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. 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 fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any 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.

24. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

25. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record"

or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

26. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

27. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia 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 offer was made without collusion or fraud and 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.

28. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

29. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

30. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

31. RELATION TO THE COUNTY

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

32. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the services purchased or acquired by the County under this Contract.

33. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

All copies shall be double-sided;
Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
The use of plastic covers or dividers should be avoided; and
Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

34. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

35. ASSIGNMENT

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

36. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

38. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

39. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect

hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

41. NONEXCLUSIVITY OF REMEDIES

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

42. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.,

43. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

44. 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.

45. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

47. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b)

delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. 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 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will

pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.

- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a

subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 605-13

B I D F O R M

Page 1 of 7

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., ON March 5, 2013

FOR PROVIDING DESIGN AND INSTALLATION SERVICES FOR NEW IRRIGATION SYSTEMS FOR ATHLETIC FIELDS AND LANDSCAPE AREAS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

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

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

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

IMPORTANT NOTE:

- **BIDDERS SHALL BID ON ALL ITEMS, PARTIAL BIDS WILL NOT BE CONSIDERED.**
- **BIDDERS SHALL SUBMIT BROCHURE AND OTHER PRODUCT INFORMATION MATERIAL FOR ALTERNATIVE BRAND ITEMS BID**

#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	2 inch Copper Pipe	L.F.	65	\$	\$
2	Copper Fittings	EA	N/A	\$	\$
3	2 ½ inch PVC Mainline	L.F.	400	\$	\$
4	2 inch Lateral Pipe	L.F.	800	\$	\$
5	1½ inch Lateral Pipe	L.F.	1,230	\$	\$
6	PVC Plastic Fittings	EA.	N/A	\$	\$

BIDDERS NAME: _____

#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
7	Toro 640 Checkmatic Sprinkler Head or Equivalent	EA.	24	\$	\$
8	Rainbird 7005 Sprinkler Heads or Equivalent	EA.	24	\$	\$
9	Toro 2001 Sprinkler Heads or Equivalent	EA.	24	\$	\$
10	Hunter I-40 or Equivalent	EA.	24	\$	\$
11	Quick coupler valve and key	EA.	1	\$	\$
12	Flush valve = 2 in.	EA.	1	\$	\$
13	Flow sensor = 2 in.	EA.	1	\$	\$
14	Irrigation Control Panel, Pedestal, 8 Zones, Rainbird ESP-LX or Equivalent	EA.	1	\$	\$
15	Irrigation Control Panel, Wall Mount, 8 Zones, Rainbird ESP-LX or Equivalent	EA	1	\$	\$
16	Backflow, pressure reducing, enclosure and pad (concrete), brick or block housing (per County code)	EA.	1	\$	\$
17	2 inch zone valve, gate and box (standard rectangular with lids)	EA.	8	\$	\$
18	Control valve wiring	L.F.	4,000	\$	\$
19	Booster pump (size determined by PSI and GPM test) Desired pressure goal 100 GPM	EA.	1	\$	\$
20	Pump housing and pad 5 ft. X 5 ft.	EA.	1	\$	\$
21	Water conservation kit (rain gauge sensor)	EA.	1	\$	\$
22	Spring start up of system 8 zones	EA.	1	\$	\$
23	Winterization of system 8 zones	EA.	1	\$	\$
24	Swing joint assembly 1 inch	EA	24	\$	\$
TOTAL BID					\$

BIDDERS NAME: _____

AVAILABILITY OF SPRINKLER HEADS:

#	SPRINKLER HEAD DESCRIPTION	YES	NO	EQUIVALENT SPRINKLER HEAD BRAND	PRICE
1	Rainbird 7005 or approved Equivalent				\$
2	Toro 2001 or approved Equivalent				\$
3	Toro 640 Checkmatic or approved Equivalent				\$
4	Hunter I-40 or approved Equivalent				\$

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- () No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- () Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

State the specific reason(s) why protection is necessary:

BIDDERS NAME: _____

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

SUBMITTED BY: (LEGAL NAME OF ENTITY)			
ADDRESS:			
CITY/STATE/ZIP:			
TELEPHONE NO:		FACSIMILE NO.:	
TAX ID NUMBER (EIN/SSN):		VA. CONTRACTOR LICENSE #:	
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:			
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED			
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?			
BIDDER STATUS:	MINORITY OWNED:	WOMAN OWNED:	NEITHER:

Solicitation # 605-13

**Metropolitan Washington Council of Governments Rider Clause
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		ALEXANDRIA, VIRGINIA			MANASSAS, VIRGINIA
		ALEXANDRIA PUBLIC SCHOOLS			CITY OF MANASSAS PUBLIC SCHOOLS
		ALEXANDRIA SANITATION AUTHORITY			MANASSAS PARK, VIRGINIA
		ARLINGTON COUNTY, VIRGINIA			MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
		ARLINGTON COUNTY PUBLIC SCHOOLS			METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
		BOWIE, MARYLAND			METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
		BLADENSBURG, MARYLAND			MONTGOMERY COLLEGE
		CHARLES COUNTY PUBLIC SCHOOLS			MONTGOMERY COUNTY, MARYLAND
		COLLEGE PARK, MARYLAND			MONTGOMERY COUNTY PUBLIC SCHOOLS
		CULPEPER COUNTY, VIRGINIA			OMNIRIDE
		DISTRICT OF COLUMBIA			PRINCE GEORGE'S COUNTY, MARYLAND
		DISTRICT OF COLUMBIA COURTS			PRINCE GEORGE'S PUBLIC SCHOOLS
		DISTRICT OF COLUMBIA PUBLIC SCHOOLS			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX, VIRGINIA			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX COUNTY, VIRGINIA			PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
		FAIRFAX COUNTY WATER AUTHORITY			PRINCE WILLIAM COUNTY SERVICE AUTHORITY
		FALLS CHURCH, VIRGINIA			ROCKVILLE, MARYLAND
		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT			SPOTSYLVANIA COUNTY SCHOOLS
		FREDERICK, MARYLAND			STAFFORD COUNTY, VIRGINIA
		FREDERICK COUNTY, MARYLAND			TAKOMA PARK, MARYLAND
		GAITHERSBURG, MARYLAND			UPPER OCCOQUAN SEWAGE AUTHORITY
		GREENBELT, MARYLAND			VIENNA, VIRGINIA
		HERNDON, VIRGINIA			VIRGINIA RAILWAY EXPRESS
		LEESBURG, VIRGINIA			WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
		LOUDOUN COUNTY, VIRGINIA			WASHINGTON SUBURBAN SANITARY COMMISSION
		LOUDOUN COUNTY PUBLIC SCHOOLS			WINCHESTER, VIRGINIA
		LOUDOUN COUNTY SANITATION AUTHORITY			WINCHESTER PUBLIC SCHOOLS

BIDDER'S NAME: _____