

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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> Endless Summer Aquatics, Inc	<b>DATE ISSUED:</b>	January 21, 2021
7207-C Lockport Place,	<b>CONTRACT NO:</b>	21-DPR-RFP-67
Lorton, Virginia 2207	<b>CONTRACT TITLE:</b>	Indoor Aquatics Center Pool Maintenance and Repair Services

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

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DPR-RFP-67 including any attachments or amendments thereto.

**EFFECTIVE DATE:** February 8, 2021

**EXPIRES:** February 7, 2022

**RENEWALS:** Four (4) 1-year renewals remaining

**COMMODITY CODE(S):** 91263, 65066, 96118

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-DPR-RFP-67

**EMPLOYEES NOT TO BENEFIT:**

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

**VENDOR CONTACT:** Rich McGonegle **VENDOR TEL. NO.:** (703) 955-0835

**EMAIL ADDRESS:** [rich@endlesssummeraquatics.com](mailto:rich@endlesssummeraquatics.com)

**COUNTY CONTACT:** Ryan Fitch Athletic & Facilities Services **COUNTY TEL. NO.:** (703) 228-1821

**COUNTY CONTACT EMAIL:** [rfitch@arlingtonva.us](mailto:rfitch@arlingtonva.us)

**PURCHASING DIVISION AUTHORIZATION**

DocuSigned by:  5950D4E0ACC0472...	<b>Title</b> Procurement Officer	<b>Date</b> 2/8/2021
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CONTRACT NO. 21-DPR-RFP-67

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

**AGREEMENT NO. 21-DPR-RFP-67**

THIS AGREEMENT is made, on January 21, 2021, between Endless Summer Aquatics, Inc., 7207-C Lockport Place, Lorton, Virginia 22079 ("Contractor") a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Equipment List Contract Pricing
- Exhibit C – Contractor's Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide indoor pool, and pool equipment maintenance and repairs. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on February 8, 2021 and must be completed no later than February 7, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for

not more than four (4) additional 12-month periods, from February 8, 2022 to February 7, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit C for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit C unless otherwise agreed by the parties in writing.

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until February 7, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in October of each year of the Contract.

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

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

**7. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

**8. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit C includes all costs and expenses of providing the services described in this Contract.

**9. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

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

**10. NO WAIVER OF RIGHTS**

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

**11. NON-APPROPRIATION**

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

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

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

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

**13. COUNTY PURCHASE ORDER REQUIREMENT**

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

**14. BACKGROUND CHECK**

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

**15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment

and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

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

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**19. SEXUAL HARRASSMENT POLICY**

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

**20. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including 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 and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**21. TERMINATION**

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

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary

for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

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

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

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

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

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

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

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

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to



termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

**22. INDEMNIFICATION**

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

**23. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

**24. CONFIDENTIAL INFORMATION**

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



processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**25. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**26. COUNTY EMPLOYEES**

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

**27. FORCE MAJEURE**

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

**28. AUTHORITY TO TRANSACT BUSINESS**

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

**29. RELATION TO COUNTY**

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

**30. ANTITRUST**

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

**31. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and

inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

### **32. AUDIT**

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

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

### **33. ASSIGNMENT**

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

### **34. AMENDMENTS**

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

### **35. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

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

### **36. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for

alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

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

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

**38. ARBITRATION**

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

**39. NONEXCLUSIVITY OF REMEDIES**

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

**40. NO WAIVER**

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

**41. SEVERABILITY**

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

**42. ATTORNEY'S FEES**

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

**43. SURVIVAL OF TERMS**

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

**44. HEADINGS**

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

**45. AMBIGUITIES**

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

**46. NOTICES**

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

**TO THE CONTRACTOR:**

Rich McGonegle, President  
Endless Summer Aquatics, Inc.  
7207-C Lockport Place  
Lorton, VA 22079

**TO THE COUNTY:**

Ryan Fitch, Project Officer  
DPR-Athletic & Facilities Services  
3700 S Four Mile Run Dr.  
Arlington, VA 22206  
[Rfitch@arlingtonva.us](mailto:Rfitch@arlingtonva.us)

**AND**

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

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

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

**47. ARLINGTON COUNTY BUSINESS LICENSES**

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

**48. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**49. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor. The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

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

## **50. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

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

Bodily Injury and Property	2,000,000 each occurrence
Damage Liability	4,000,000 annual aggregate

The County Board of Arlington County, Virginia, is to be named in Additional Name Insured or a Broad Form Contractual Endorsement may be added to the policy as respects any liability that may arise out of or result from the handling of Work on this Project including specifically but without limitation thereto, the indemnity provisions in the Agreement. Such policies will be endorsed to provide that they are primary to an insurance carried by the County Board of Arlington County, Virginia.

- i. Should any of the Work hereunder involve the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor shall provide, or shall require its subcontractor performing the work to provide, the following coverage in addition to the above requirements:
  - a) Environmental Liability and Cleanup Coverage – with limits of not less than \$2,000,000 per occurrence.
  - b) Business Automobile Liability – for transportation or regulated and/or hazardous waste, products, or materials with limits of not less than \$1,000,000, per occurrence. Said coverage shall include County as an additional insured and shall include both the MCS-90 and CA 9948 (or equivalent) endorsements, which shall be specifically referenced on the certificate of insurance.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the

deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ENDLESS SUMMER AQUATICS, INC.

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

NAME: TOMEKA D. PRICE  
TITLE: PROCUREMENT OFFICER

DATE: 2/8/2021

AUTHORIZED DocuSigned by:  
SIGNATURE: Rich McGonegle  
6CC392C6A01E4D5...

NAME: RICH MCGONEGLE  
TITLE: PRESIDENT

DATE: 2/8/2021



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Contractor shall furnish all labor, supervision, equipment, tools, parts, materials, and transportation necessary to perform indoor pool maintenance and repair services required by the County. Maintenance service on the County's pools, spa and pool equipment shall include, but not limited to Mechanical upkeep, quarterly inspections, operation, circulation, disinfection, water clarity, filters, pool-heating systems, pumps, chemical treatment, testing, and ordering. The Contract shall also provide on-call emergency and non-emergency repair services.

The Contractor shall maintain all pool equipment to meet the [Arlington County Water Facilities Ordinance](#) and to Manufacturers Specifications for the equipment listed in Exhibit B. The contract will include all ongoing maintenance on all of the swimming pools, spa, and associated pool equipment, distribution piping, pumps, heaters, pool lighting, pool drains, controls, filters, and backwash devices and provide any deficiencies to the County Project Officer.

The Contractor shall provide all necessary pool chemicals and all SDS sheets for all chemicals and dosing limits prior to treatment being performed.

- A. **Quarterly Pool Maintenance and Inspection:** The Contractor shall be responsible for identifying and complying with the manufacturer standards and specifications when applicable within this section. Contractor shall also be responsible for:
1. Complete quarterly maintenance and inspection visits for each pool Maintenance and inspection visits should take place in one business day.
  2. Perform the maintenance between the hours of 8 a.m. and 5 p.m.
  3. Attend one scheduled meeting each quarter with the Project Officer during regular business hours to discuss the status of the pools.
  4. Complete and provide a written report to the Project Officer either digitally or hardcopy that shall include:
    - a. Chemical levels
    - b. Services performed
    - c. Description of parts installed and reason for replacement
    - d. The names of the chemicals used and amount of each
    - e. The total hours per visit
  5. Complete and provide a Swimming Pool Chemical Testing Log per [Arlington County Water Facilities Ordinance](#)
  6. Perform tests for chlorine, pH balance, cyanuric acid, alkalinity, calcium hardness, and total dissolved solids per manufacturer standards.
  7. Complete a backwash as needed per manufacturer's standards.
    - a. Minimum backwash standard: 296 Gallons per Minute (GPM)
    - b. Maximum backwash rate: 394 Gallons per Minute (GPM)
  8. Calibrate chemical controller as needed per manufacturer's specifications.
  9. Check Axial Water Treatment products (AccuTab and Acidrite) feeder for proper operation per manufacturers specifications.
  10. Provide chemicals as needed for proper operation of pool in accordance with the [Arlington County Water Facilities Ordinance](#)
  11. Fill chlorine tab (AccuTab) feeder and AcidRite tabs as needed per manufacturer's specifications.

12. Check filter media in Neptune Benson solid filter.
13. Check Sparger system and ensure proper operation.
14. Check evacuation system air flow and ensure proper operation.
15. Evaluate all play equipment/fountains and water slide.
16. Check timing system for proper operation.

- B. Chemicals and Filtration Media: The Contractor shall provide the following pool chemicals and filtration media below upon the request of the County Project Officer.

<b>Chemical</b>
Sodium Bisulfate Acid-Rite Tablets or Similar
Calcium Hypochlorite AccuTab Calcium Hypochlorite or Similar
<b>Recommended Filtering</b>
Ultra Violet Bulbs ETC UV Chamber Compatible
Defender Regenerative Media or Similar

**C. Repairs**

The Contractor shall provide repair service on demand as required and requested by the County. Repair services shall be performed in accordance with the following:

1. Contractor shall provide to the County a “not-to-exceed” written price estimate for the repair work. The price estimate shall include the number of man-hours and itemized cost for materials.
2. If the Contractor is unable to perform the repair within the required period of time as specified by the County, or if the Contractor’s price estimate is considered unreasonable, the County reserves the right to obtain the repairs from other sources.
3. Work shall not commence on the repair until written authorization is received by the Contractor from the County.
4. Contractor shall perform all on-demand non-emergency corrective maintenance within twenty-four (24) hours from receipt of maintenance request.
5. Repair work performed by Contractor that, upon inspection, is not acceptable to the County, shall be redone to the satisfaction of the County and at no cost to the County.
6. Damage to equipment caused by the Contractor’s negligence shall be repaired by either the Contractor or, if Contractor cannot make the repair, by the designated manufacturer’s representative.

**D. Emergency Repairs:**

1. The Contractor shall have qualified personnel at the site of the needed repair within two (2) hours from the time the call for the emergency repair is received by the Contractor.
2. The Contractor shall provide a verbal estimate upon assessing the equipment in need of emergency repair and will obtain prior written authorization by the County to proceed with the repair.
3. The County reserves the right to request bids for repairs, modifications and/or equipment replacement from other sources.
4. Procedures for After Hours Emergency Requests:
  - a. After hours Emergency requests are defined as a phone call to the Contractor, from a County representative, for service between the hours of 5:00 p.m. and 7:00 a.m.,

Monday through Friday. Weekend emergency requests are defined as a phone call to the Contractor, from a County representative, between the hours of 5:00 p.m. Friday until 7:00 a.m. Monday.

- b. For an after-hour emergency, Contractor shall, upon receiving notification from the County of an emergency, have a technician on site within four (4) hours.
- c. The Contractor shall report to the Aquatic Center facility's front desk to obtain a Contractor Key for access, and a Contractor Identification badge for each employee who will be working.
- d. The Contractor shall return the badge(s) and keys to the facility's front desk upon completion of each day's work.
- e. A ticket showing hours worked and a list of material used for the repair shall be either provided at the site immediately at the completion of repairs, or by 4:00 p.m. the next business day scanned and emailed to the County Project Officer.

**E. Material and Workmanship:**

1. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the County on a case-by case basis, provided each part is warranted for the same period and under the same conditions as the new part.
2. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of the equipment. A list of equipment is provided in Exhibit B.
3. All parts and materials provided under this contract shall be provided at the Contractor's actual list price minus discount as proposed by Contractor in the pricing section of the proposal.

**F. Qualifications:**

1. Contractor shall be Certified as a Pool Operator or Aquatic Facility Operator to manage chemicals except for CO<sub>2</sub>.
2. Contractor's personnel shall have at least three (3) years' experience, be properly trained and qualified to perform the required services, testing, maintenance, repair and installation of pools and equipment listed in Exhibit B.
3. Personnel shall have a thorough knowledge of standard practices, materials, regulatory codes and the ability to efficiently use the tools, equipment and materials of the trade.
4. Contractor's personnel shall be uniformed and display a visible picture ID while on the County's property.

**EXHIBIT B**  
**EQUIPMENT LIST**

EQUIPMENT/PART	BRAND NAME	MANUFACTURER	PART NUMBER
<b><u>FILTERS AND HEATERS</u></b>			
Pool Filter	Defender	Neptune Benson	(3) SP-49-48-1548-A
Pool Filter	Defender	Neptune Benson	(2) SP-29-36-450-A
Heater Comp. Pool	Copper Fin2	Lochinvar	(2) CPN1442
Heater Leisure Pool	Copper Fin2	Lochinvar	CPN0992
Heater Jets and Spa	EnergyRite	Lochinvar	(2) ERN-402-A
<b><u>EXHAUST FANS</u></b>			
Exhaust fan 12	Cook	Cook	245 CPS-A
Exhaust fan 13	Cook	Cook	225 CPS-A
<b><u>TIMER SYSTEMS</u></b>			
GEN7 Sports Timer	Colorado Time Systems	Playcore	GEN-7
Pace Clock Software for the GEN7	Colorado Time Systems	Playcore	GEN7-PC
Synchronized swimming software	Colorado Time Systems	Playcore	R-8700-0159
Laptop Controller	Colorado Time Systems	Playcore	(2) R-600-302
Wireless Adapter, 2.4 GHz	Colorado Time Systems	Playcore	(2) WA-3
11-Judge Diving System	Colorado Time Systems	Playcore	JSYS-11
Titanium Domed Deck Plate – Intelligent	Colorado Time Systems	Playcore	(36) TDPI-D
Titanium Starter Connect Deck Plate	Colorado Time Systems	Playcore	(4) TDPI-S2
Wall Plate	Colorado Time Systems	Playcore	(5) R-1004-0549
Titanium Timer Connect, Wall	Colorado Time Systems	Playcore	(5) WPI-TI
Titanium Scoreboard Connect, Wall	Colorado Time Systems	Playcore	WPI-SC5
Titanium Bulkhead Connect, On Bulkhead	Colorado Time Systems	Playcore	(3) TDPI-BH4
Titanium Bulkhead connect, In-Deck	Colorado Time Systems	Playcore	(3) TDPI-BH3
Kit, Timing Bus Head & Tail Node	Colorado Time Systems	Playcore	TDPI-K2
YDS Fiber & Legacy Connect, Wall	Colorado Time Systems	Playcore	WPI-F4

Wall Plate, 485 Data for Gen7 Diving	Colorado Time Systems	Playcore	(3) WPI-485
Scoreboard cable	Colorado Time Systems	Playcore	R-015-707-8
Bulkhead cable	Colorado Time Systems	Playcore	(2) R-015-711-4
Timer cable	Colorado Time Systems	Playcore	(2) R-015-715-8
Cable, Timing	Colorado Time Systems	Playcore	(1000') R-015-737
Cable (PVC Jacket)	Colorado Time Systems	Playcore	(800') R-015-726
**Champion Series Start System with Wired Mic	Colorado Time Systems	Playcore	(2) SS
Portable tripod for the Champ series starts system	Colorado Time Systems	Playcore	(2) TR-3
GEN 7 Starter Cable	Colorado Time Systems	Playcore	(2) R-015-706-8
Extra speaker with 125ft of cable for the Champ series starts system	Colorado Time Systems	Playcore	(2) SP125
Speaker mounting kit	Colorado Time Systems	Playcore	(2) SMK-1
6watt individual block speaker	Colorado Time Systems	Playcore	(18) SP-6-45
Aquagrip gutterhung touch pads	Colorado Time Systems	Playcore	(18) TP-96G
Special size touchpad brackets	Colorado Time Systems	Playcore	(77) 4000-0040
Touchpad caddy for gutterhung touchpads	Colorado Time Systems	Playcore	(2) CAD-TP96
Touchpad system, ten lanes	Colorado Time Systems	Playcore	TP-GEN7-10
Push buttons for lane-timing	Colorado Time Systems	Playcore	(30) PB-6
Deck Clock	Colorado Time Systems	Playcore	(4) DC-1500
Wireless tabletop controller	Colorado Time Systems	Playcore	(2) WTTC-1
Wireless handheld controller	Colorado Time Systems	Playcore	(2) WHC-1
4-digit slim pace clock	Colorado Time Systems	Playcore	(4) SP-1400
Aquagrip gutterhung touchpads	Colorado Time Systems	Playcore	(14) TP-78G
Touchpad caddy for gutterhung touchpads	Colorado Time Systems	Playcore	(2) CAD-TP-P
CTS Colorado block relay judging platform	Colorado Time Systems	Playcore	(20) RJPLD-24x32
Judging platform caddy	Colorado Time Systems	Playcore	(2) CAD-RJPL-2
*Eight-line scoreboard	Colorado Time Systems	Playcore	LED-R
Interface hub	Colorado Time Systems	Playcore	IH-01

<b><u>POOL DECK EQUIPMENT</u></b>			
ADA Lift and accessories	Spectrum Aquatics	Spectrum Aquatics	(2) Traveler
Pool Vacuum	Wave 2X2 Pro Gyro	Maytronics	Wave 2X2 Pro Gyro
Backstroke Flags	Kiefer	Kiefer	(6) 600121
Lane dividers	Competitor	Competitor	(22) 200372
Lane dividers	Competitor	Competitor	(18) 200373
Safety rope	Recreonics	Recreonics	12-380.75
Starting Platforms	SR Smith	SR Smith	(20) Velocity
Guard chair	Spectrum Aquatics	Spectrum Aquatics	(9) 20160
Water Polo kit	Antiwave	Antiwave	(2) Pro750
Diving stands and boards	Duraflex Intl	Duraflex Intl	(2) 70-231-400
Diving stands and boards	Duraflex Intl	Duraflex Intl	(2) 70-231-524 / 66-231-331
Lane storage reel	Spectrum Aquatics	Spectrum Aquatics	(3) 55525
ADA Lift	Spectrum Aquatics	Spectrum Aquatics	Glacier Platform
Safety Rope	Recreonics	Recreonics	(4) 12-380
Grab rails	Spectrum Aquatics	Spectrum Aquatics	(12) 35124/30
Lane dividers	Competitor	Competitor	(3) 200372
Volley ball net	SR Smith	SR Smith	VOLCY42
Basketball hoop	SR Smith	SR Smith	(3) SRS706
Safety Barrier	Spectrum Aquatics	Spectrum Aquatics	(4) custom
Light	Intellibright 5G	Pentair	(3) 601103
Automatic Vacuum	Aqua Products	Aqua Products	(2) UltraMax Gemini
Life Buoy and line	Recreonics	Recreonics	(5) 12-254
Life Hook and Rescue Pool	Recreonics	Recreonics	(2) R221026 & R191104
Portable vacuum system	Recreonics	Recreonics	(2) 10-805
Vac kit	Recreonics	Recreonics	10-865

Vac pole kit	Recreonics	Recreonics	10-320
Rescue tubes	Recreonics	Recreonics	(20) 12-303
Spineboard	Recreonics	Recreonics	(2) 12-335
Throw line	Recreonics	Recreonics	(5) 12-261
Test kit	Recreonics	Recreonics	56-300

**CHEMICAL AND DISINFECTANT EQUIPMENT**

Chlorination system (Pool A & B)	Accu-Tab	Axiall Water Treatment Products	(2) PowerBase 3070AT
Chlorination system (Pool C)	Accu-Tab	Axiall Water Treatment Products	PowerBase 1030
Acid feeder system (Pool A & B)	Acid-Rite	Axiall Water Treatment Products	(2) Acid-Rite pH Adjustment System 2500
Acid feeder system (Pool C)	Acid-Rite	Axiall Water Treatment Products	Acid-Rite pH Adjustment System 450
Chemical controller	BECS Technology	BECS Technology	(3) Becsys7
UV disinfection equipment	ETS UV Technology	Neptune Benson	(3) ECF230-12
UV disinfectant system	ETS UV Technology	Neptune Benson	ECF215-6

**PUMPS, VFD'S, MISC PLUMBING EQUIPMENT**

Water level controller	BECS Technology	BECS Technology	(3) Becsys LLS
Flow meter	Georg Fischer Signet	Georg Fischer Signet	(12) 2551 Blind Magmeter
Air Compressor	Ingersol-Rand	Ingersol-Rand	(2) P1.5IU-A9
Pool Sparger	Aquatic Development Group	Aquatic Development Group	DA1A Pool A Dive Sparger System
Pool sparger air lines & fitting	Duratec Airline System	IPEX	Custom
Pool pump VFD	ACU DRIVE XS	Pentair	(2) AD400-2303-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD300-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	(3) AD100-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD075-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD400-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	(3) AD150-4603-N12
Pool pump VFD	ACU DRIVE XS	Pentair	AD050-4603-N12



Comp pool filter pump	Aurora	Pentair	(2) 341A 40HP/6x6
LP filter pump	Aurora	Pentair	341A 30HP/6x5
LP zero depth act pump	Aurora	Pentair	341A10HP/5x4
LP structure pump	Aurora	Pentair	341A 10HP/5x4
LP river act pump	Aurora	Pentair	341A 7.5HP/3x2.5
River prop	Aurora	Pentair	341A 40HP/6x6
Heated jet pump	Aurora	Pentair	341A 15HP/3x2.5
Therapy pump	Aurora	Pentair	341A 5HP/2x2
Slide pump	Aurora	Pentair	341A 15HP/6x6
Spa filter pump	Aurora	Pentair	341A 15HP/3x2.5
Spa jet pump	Aurora	Pentair	341A 10HP/5x4
Strainer Comp filter	Neptune Benson	Neptune Benson	(2) 12x12
Strainer LP filter	Neptune Benson	Neptune Benson	10x10
Strainer LP act pump	Neptune Benson	Neptune Benson	6x5
Strainer play str	Neptune Benson	Neptune Benson	8x5
Strainer river act	Neptune Benson	Neptune Benson	4x3
Strainer river prop	Neptune Benson	Neptune Benson	12x6
Strainer heater jet	Neptune Benson	Neptune Benson	6x3
Strainer therapy	Neptune Benson	Neptune Benson	4x2
Strainer slide	Neptune Benson	Neptune Benson	8x6
Strainer spa filter	Neptune Benson	Neptune Benson	6x6
Strainer jet	Neptune Benson	Neptune Benson	6x5
Precoat T comp pool	Neptune Benson	Neptune Benson	(2) 12x6x6
Precoat T leisure pool	Neptune Benson	Neptune Benson	10x6x4
Precoat T spa	Neptune Benson	Neptune Benson	6x3x3
Gauges	Recreonics	Recreonics	32-441
Floor inlets	Sta-Rite	Sta-Rite	(24) 8417-0000

**DRAINS**

Comp pool main drains	Lawson Aquatics	Neptune Benson	(4) FI-SG-1854-34
Leisure pool main drains	Lawson Aquatics	Neptune Benson	(6) FI-SG-1854-24
Leisure pool main drains	Lawson Aquatics	Neptune Benson	(2) FI-SG-1854-28
Leisure pool main drains	Lawson Aquatics	Neptune Benson	(2) FI-SG-1854-34
Main drains	Aquastar	Aquastar	(2) 32CDPH101
Spa man drain	Lawson Aquatics	Neptune Benson	(2) FI-SG-1836-24
Wall inlet	Pentair	Pentair	(9) 08434-0000
Skimmer	Bermuda	Pentair	(7) 506300
Spray Deck Drain	Daldorado	Daldorado	Spray Deck Drain

**WATER FEATURE**

Hydro jets	Pentair	Pentair	(31) 46540000
Water geyser	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Custom
Ground spray	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Spray Tunnel 8
Spray activity	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Baton Spray Post
Spray activator	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(2) Boingo
Ground spray	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Team Effect
Wall sprays	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(10) Custom
Water geyser	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(8) Custom
Pipe deluge fan	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Pipe Deluge
Pipe deluge spout	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Pipe Deluge Spout
Play structure	Waterplay Solutions Corp.	Waterplay Solutions Corp.	Hexadeck
Aqua knot	Waterplay Solutions Corp.	Waterplay Solutions Corp.	(2) Aqua Knot

**EXHIBIT C**  
**CONTRACTOR'S PRICING**

<i>Category</i>	<i>Endless</i>	<i>Quantity</i>	<i>Installer Projection</i>	<i>Total</i>
Acid Rite	\$ 110.00	45 lbs	2905 lbs	\$ 7,101.00
PPG	\$ 180.00	55 lbs	8716 lbs	\$ 28,525.09
Defender	\$ 30.00	25 lbs	N/A	
<b>Total Chemicals</b>				<b>\$ 35,626.09</b>
Quarterly Maintenace				\$ 3,900.00
UV Annual Service				\$ 8,741.00
<b>Total Annual Service</b>				<b>\$ 12,641.00</b>
Technician Rate	\$ 125.00			
Helper Rate	\$ 75.00			
<b>Non-Emergency Mait/Hr</b>				<b>\$ 200.00</b>
Emergency Rate	\$ 165.00			
Emergency Helper Rate	\$ -			
<b>Emergency Mait /Hr</b>				<b>\$ 165.00</b>
<b>Total</b>				<b>\$ 48,632.09</b>