

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

NOTICE OF CONTRACT AWARD

TO: MONTGOMERY IRRIGATION	DATE ISSUED:	<u>12/13/2019</u>
7935 OLD JESSUP ROAD	CONTRACT NO:	<u>20-121-ITB</u>
JESSUP, MARYLAND 20794	CONTRACT TITLE:	<u>IRRIGATION MAINTENANCE</u>

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. 20-121-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 12/31/2020

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE YEAR CONTRACT.

COMMODITY CODE(S): 95862

LIVING WAGE: N

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> GEORGE DIXON	<u>VENDOR TEL. NO.:</u>	<u>(443) 755-8800</u>
<u>EMAIL ADDRESS:</u> GDIXON@MONTGOMERYIRRIGATION.BIZ		
<u>COUNTY CONTACT:</u> HELENA GILBERT (DPR)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-7981</u>
<u>COUNTY CONTACT EMAIL:</u> HGILBE@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander Title PROCUREMENT OFFICER Date 12/13/2019

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

AGREEMENT NO. 20-121-ITB

THIS AGREEMENT is made, on the date of execution by the County, between BEEM Irrigation, Inc. dba Montgomery Irrigation, 7935 Old Jessup Road, Jessup, Maryland 20794 ("Contractor") a Maryland 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:

- Agreement No. 20-121-ITB and all modifications properly incorporated into the Agreement;
- Solicitation No. 20-121-ITB incorporated here by reference;
- Exhibit A – Scope of Work; and
- Exhibit B – Contract Pricing.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is the provision of complete irrigation system management and maintenance for systems. 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 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 the date of the execution of the Agreement by the County and must be completed no later than December 31, 2020 ("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 January 1,

2021 to December 31, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until December 31, 2020 ("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 60 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 July 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.

6. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work/Specifications of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 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. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. 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.

14. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

15. 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.

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. 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.

20. 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.

21. 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.

22. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

23. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

The provisions of this section will survive any termination or cancellation of this Contract.

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 bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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, proposals 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 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. 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.

43. 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.

44. SURVIVAL OF TERMS

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

45. 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.

46. 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.

47. 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:

Contact Information for the Contractor:

Timothy Jacobs, President
Montgomery Irrigation
7935 Old Jessup Road
Jessup, Maryland 20794

Contact Information for the Department (Department of Parks and Recreation)

Helena Gilbert, Project Officer
Arlington County Government
2100 Clarendon Boulevard, Suite 400
Arlington, Virginia 22201

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500

Arlington, VA 22201

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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.

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

AUTHORIZED
SIGNATURE: Lucas Alexander

NAME AND
TITLE: LUCAS ALEXANDER
PROCUREMENT OFFICER

DATE: 12/13/2019

MONTGOMERY IRRIGATION

AUTHORIZED
SIGNATURE: 

NAME AND
TITLE: Timothy I. Jacobs

DATE: 12/06/2019

EXHIBIT A
SCOPE OF WORK

Arlington County will receive bids for the provision of complete irrigation system management and maintenance for systems located on turf and ornamental areas in parks and street rights-of-ways throughout the County. Service shall include, but not limited to, spring system startup, monthly maintenance and system repairs, and fall winterization.

1. SPECIFICATIONS

A. Spring Irrigation System Startup - The Contractor shall have all systems operational by March 31ST of each calendar year. Startup shall include, by way of illustration and not limitation:

- Turn on water to system;
- Set controllers to proper precipitation rates for
- current weather conditions and plant material at each site;
- Check all clocks to ensure proper function;
- Check the entire system for leaks, broken heads, and malfunctioning valves;
- Check all zones to ensure proper intervals and frequencies for each area for effective and efficient operation;
- Insure proper operation of back flow prevention devices;
- Inspect and tag back flow preventive devices by a Licensed, Certified Back Flow Preventer plumber;
- Submit a proposal for any repairs needed for each system to the Project Officer or designee.

B. Irrigation System Monthly Maintenance - The Contractor shall perform preventative maintenance on each system prior to the 5th of each month (April through October), including by way of illustration and not limitation:

- Set/reset all timers to current weather conditions and plant material at site (the Project Officer may submit to the Contractor a list of requested setting for some systems);
- Test the entire system under normal operating pressure;
- Perform a static pressure test of mainlines and lateral pipes;
- Ensure that all valves open and close without failure;
- Tighten and adjust nozzles on sprinklers to give optimal coverage;
- Ensure controller activates irrigation stations electrically;
- Make a written list of all findings, recommendations and repairs needed and submit them to the Project Officer or designee within five (5) calendar days; and
- Return all controls to original or requested settings prior to testing.

No work shall be performed prior to any scheduled event at the facility. The Contractor shall coordinate maintenance visits with the Project Officer or designee.

C. Irrigation System Repair - Repairs shall be paid on a time and materials basis. The Contractor shall provide technicians and helpers qualified to make repairs to irrigation

systems. The Contractor shall respond to all County requests for repairs within eight (8) hours of notification to the Contractor unless the caller permits a longer period. The responding technician/laborer must have the necessary materials on hand to make any necessary general repair work at time of visit. This includes but is not limited to having the proper stock of replacement parts (i.e., heads, valves, PVC fittings, pipe, wire, back flow preventers, etc.) to perform the repairs. Replacement parts must be of the same brand and quality as original equipment. No substitutes will be permitted unless authorized by the Project Officer or designee. The repair technician shall call the Project Officer upon arrival at the site and after repairs are complete. No backfilling shall occur before the Project Officer or designee has inspected the repairs. The inspection shall occur within one (1) business day after notification to the Project Officer or designee by the Contractor.

- D. Fall Irrigation System Winterization - The Contractor shall complete the winterization of all irrigation systems by November 15th of each contract year, or before the first recorded freeze at Washington National/Ronald Regan Airport. The system shall be winterized with a minimum 110-cfm compressor or larger. The pressure shall be regulated to less than 80 pounds. All water shall be removed from the lines.

2. SCHEDULES

Prior to the commencement of work, the Contractor shall provide to the Project Officer or designee a regular service schedule with a check-off list for each site indicating the dates of service for each site. The schedule and check-off list for each site serviced shall become the official record of the location and frequencies maintained during the monthly billing period. This schedule and check-off list shall be submitted to the Project Officer or designee prior to the spring startup. The Contractor shall notify the Project Officer of completion of all work. Payments will be processed upon the receipt of a correct invoice and the County's acceptance of the work. The Project Officer or designee must approve any changes in the approved work schedule.

3. LOCATIONS

The County may add or delete locations as needed during the contract term. Additions shall be negotiated at the time of such addition and shall become a part of the contract by an amendment. Prices for the added sites shall be based on the general application of the price bid for a similar size site.

Locations, system type, number of zones, and age of system are listed below. Drawings (not to scale) for most locations showing heads/zones are attached and identified by the letter preceding each location name below.

NOTE:

1. No plans are available for locations
2. (*) = Locations marked with an asterisk (*) have equipment located in confined spaces.
3. Bidders are encouraged to make their own site inspections to verify conditions at each site.

4. IRRIGATION SYSTEM LIST

AS OF JANUARY 22, 2009

#	LOCATION AND ADDRESS	SYSTEM TYPE	MAKE	# OF ZONES	YEAR INSTALLED
<u>ATHLETIC FIELDS</u>					
1	BENJAMIN BANNEKER PARK (SOCCER FIELD) – 2400 N. SYCAMORE ST	ELECTRIC	RAINBIRD	8	2001
2	BLUEMONT JUNCTION PARK (SOCCER) - 744 N. EMERSON ST	ELECTRIC	TORO	8	1992+/-
3	FAIRLINGTON CENTER - 3308 S. STAFFORD ST	ELECTRIC	RAINBIRD	8	2010
4	GREENBRIER PARK (STADIUM) - 5201 28TH ST. NORTH	ELECTRIC	TORO	26	2007
5	H-B WOODLAWN SCHOOL/ STRATFORD PARK – 4100 VACATION LN	ELECTRIC *Under Construction			
6	TUCKAHOE PARK – 2400 N. SYCAMORE ST	ELECTRIC	TORO	17	2001
7	KENMORE MIDDLE SCHOOL – 200 S. CARLIN SPRINGS RD	ELECTRIC	RAINBIRD	19	2003
8	WESTOVER PARK (BASEBALL & SOCCER) – 1001 N. KENNEBEC ST	ELECTRIC	TORO	9	2003
9	QUINCY PARK - 1021 N. QUINCY ST	ELECTRIC	RAINBIRD	18	2003
10	WILLIAMSBURG MIDDLE SCHOOL -3600 N. HARRISON ST	ELECTRIC	RAINBIRD	12	2003
11	GUNSTON PARK - 1401 S. 24 TH ST.	ELECTRIC	RAINBIRD	6	2003
12	DREW MIDDLE SCHOOL - 3500 S. 24 TH ST	ELECTRIC	RAINBIRD	6	2003
13	BARCROFT PARK (FIELDS 1, 2, 3 & 4) - 4100 S. FOUR MILE RUN DR	ELECTRIC	RAINBIRD	26	2006
14	WAKEFIELD HIGH SCHOOL- (SOCCER) - 4901 S. CHESTERFIELD ST	ELECTRIC	RAINBIRD	8	2003

#	LOCATION AND ADDRESS	SYSTEM TYPE	MAKE	# OF ZONES	YEAR INSTALLED
15	WAKEFIELD HIGH SCHOOL- (BASEBALL) - 4901 S. CHESTERFIELD	ELECTRIC	RAINBIRD	8	2003
16	POWHATAN SPRINGS PARK- (SOCCER) - 6020 WILSON BLVD	ELECTRIC	RAINBIRD	4	2008
17	SWANSON MIDDLE SCHOOL - 5800 N. WASHINGTON BLVD	ELECTRIC	RAINBIRD	8	2006
18	THOMAS JEFFERSON SCHOOL - 3501 S. 2 ND ST	ELECTRIC	RAINBIRD	26	2008
19	ARLINGTON HALL PARK - 290 S. TAYLOR ST	ELECTRIC	RAINBIRD	11	2003
20	ARLINGTON SCIENCE FOCUS (SOCCER FIELD) - 1501 N. LINCOLN ST	ELECTRIC	HUNTER	6	2010
21	FIELDS PARK (SOCCER FIELD) - 775 N. GEORGE MASON DR	ELECTRIC	HUNTER	7	2010
22	GLEBE SCHOOL (SOCCER FIELD) - 770 N. GLEBE RD	ELECTRIC	HUNTER	7	2010
23	EADS PARK (SOCCER FIELD) - 2730 S. EADS ST	ELECTRIC	HUNTER	10	2011
24	UTAH PARK (BASEBALL FIELD) - 3191 S. UTAH ST	ELECTRIC	HUNTER	10	2012
25	WASHINGTON LEE HIGH SCHOOL (BASEBALL FIELD) - 1301 N. STAFFORD ST	ELECTRIC	HUNTER	11	2013
26	BLUEMONT #3- 601 N MANCHESTER ST.	ELECTRIC		3	2017
27	VA. HIGHLANDS PARK- SOCCER- 1600 S HAYES ST	ELECTRIC		20	2014
28	STEWART PARL- 2400 N UNDERWOOD ST	ELECTRIC		10	2015
29	OAKGROVE PARK- SOCCER 1606 N QUINCY ST	ELECTRIC		10	2015
30	HIGHVIEW PARK-MULTI PURPOSE- 1938 N DINWIDDIE ST.	ELECTRIC		7	2017
31	KEY SCHOOL – SOCCER 2300 KEY BLVD				

#	LOCATION AND ADDRESS	SYSTEM TYPE	MAKE	# OF ZONES	YEAR INSTALLED
<u>STREET ISLANDS (ROSSLYN CORRIDER)</u>					
31	*GATEWAY PARK-1300 N LEE HWY.	RAINBIRD ELECTRIC	ESP 8LX PLUS	47	1989
32	1900 N. KENT ST (STREET MEDIAN)	ELECTRIC		4	1997
33	1000 WILSON BLVD. (STREET MEDIAN)	ELECTRIC REMOTE	RAINBIRD	4	1997
34	CLARENDON PARK - CLARENDON BLVD & WILSON BLVD	ELECTRIC	NELSON	12	1986
35	LYNN ST- AT WILSON BLVD	ELECTRIC REMOTE	RAINBIRD	4	2001
37	DARK STAR PARK- 1655 N FT. MYER DR.	ELECTRIC	PRO-C	6	?
38	POWHATAN SPRING-RAIN GARDEN- 6020 WILSON BLVD.	ELECTRIC	RAINBIRD	3	2004
39	ROCKY RUN PARK 1109 N BARTON ST.	ELECTRIC	I-CORE	12	2016
	PARK LOCATIONS				
40	LONG BRIDGE PARK 475 LONGBRIDGE RD	ELECTRIC		60	2013
<u>LANDSCAPE AREAS</u>					
41	S 33 RD ST.	ELECTRIC REMOTE	NELSON	5	?
42	S 34 TH ST-TRAFFIC CIRCLE @ STAFFORD ST.	ELECTRIC	NELSON	3	2001
43	BON AIR ROSE GARDEN – 850 N. LEXINGTON ST	ELECTRIC DRIP	I-CORE	20	2017
44	S 34 TH St & 36 th ST. -STREET MEDIAN	ELECTRIC	TORO	5	2001
45	S. 36 TH ST – TRAFFIC ISLAND	ELECTRIC REMOTE (BATTERY)	NELSON	?	2001
46	HALLS HILL PARK- HWY 29 & N. CAMERON ST	ELECTRIC	ESP 8LX PLUS	?	2005
47	NE CORNER OF N GEORGE MASON DR. & WILSON BLCD- (BICENTENNIAL GARDEN)	WEATHERMATIC SOLAR	DANI	1	?
48	N GLEBE & RANDOLPH ST	ELECTRIC		7	2013

#	LOCATION AND ADDRESS	SYSTEM TYPE	MAKE	# OF ZONES	YEAR INSTALLED
49	LEE CENTER- 5722 LEE HIGHWAY	ELECTRIC		11	2009
50	NAUCK COMMUNITY ENTRANCE- SE CORNER OF S. WALTER REED & KENMORE ST.	WEATHERMATIC	DANI	2	?
51	PARKS NURSERY 4200 S FOUR MILE RUN DR. BEHIND FIELD #6	BATTERY	XC-HYBRID	14	2019

5. PRICE

Bidders shall submit with their bid, the following:

- Lump sum pricing for spring startup, monthly maintenance, and winterization at each site;
- A regular, overtime and emergency hourly rate for technicians and helpers used for repair work to be weighted based on Arlington County annual estimation of hours
- A discount percentage to apply to a manufacturer's published price list for materials used in the performance of the work. The discount percentage will not be factored into the award but is a requirement to be considered for award. Failure to submit a percentage discount with the bid form will result in the bid being deemed unresponsive.

Materials shall be invoiced to the County at vendor cost or at a discount from a manufacturer's price list. "Net" may be bid to satisfy the requirement for a discount from a manufacturer's price list.

Travel time, if any shall be incorporated as part of the unit labor prices bid and shall not be included as a separate billable item.

6. EMERGENCY WORK

Billing for emergency repairs shall be at the specified bid rates as compensation for rapid response within three hours of the County's call. Emergency response is required within three hours of the County's call.

7. HOURLY LABOR ESTIMATES

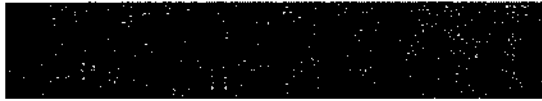
LABOR CATEGORY	REGULAR TIME HOURLY RATE (8 AM TO 4 PM)		OVERTIME HOURLY RATE (4 PM TO 8 AM)	
	REGULAR	EMERGENCY	REGULAR	EMERGENCY
TECHNICIAN	200	50	50	20
HELPER	100	50	20	10
LICENSED PLUMBER	50	25	20	10

19-267-ITB IRRIGATION MANAGEMENT
 EXHIBIT A - PRICING SHEET

TABLE A - LUMP SUM PRICING:

	PRICE
SOCCER FIELDS	
BENJAMIN BANNEKER PARK (SOCCER FIELD) - 2400 N. SYCAMORE ST	595
BLUEMONT JUNCTION PARK (SOCCER) - 744 N. EMERSON ST	595
FAIRLINGTON CENTER - 3308 S. STAFFORD ST	595
GREENBRIER PARK (STADIUM) - 5201 28TH ST. NORTH	900
H-B WOODLAWN SCHOOL/ STRATFORD PARK - 4100 VACATION LN	595
TUCKAHOE PARK - 2400 N. SYCAMORE ST	595
KENMORE MIDDLE SCHOOL - 200 S. CARLIN SPRINGS RD	900
WESTOVER PARK (BASEBALL & SOCCER) - 1001 N. KENNEBEC ST	595
QUINCY PARK - 1021 N. QUINCY ST	700
WILLIAMSBURG MIDDLE SCHOOL - 3600 N. HARRISON ST	700
GUNSTON PARK - 1401 S. 24TH ST.	595
DREW MIDDLE SCHOOL - 3500 S. 24TH ST	595
BARCROFT PARK (FIELDS 1, 2, 3 & 4) - 4100 S. FOUR MILE RUN DR	1000
WAKEFIELD HIGH SCHOOL-(SOCCER) - 4901 S. CHESTERFIELD ST	595
WAKEFIELD HIGH SCHOOL-(BASEBALL) - 4901 S. CHESTERFIELD	595
POWHATAN SPRINGS PARK-(SOCCER) - 6020 WILSON BLVD	595
SWANSON MIDDLE SCHOOL - 5800 N. WASHINGTON BLVD	595
THOMAS JEFFERSON SCHOOL - 3501 S. 2ND ST	900
ARLINGTON HALL PARK - 290 S. TAYLOR ST	595
ARLINGTON SCIENCE FOCUS (SOCCER FIELD) - 1501 N. LINCOLN ST	595
FIELDS PARK (SOCCER FIELD) - 775 N. GEORGE MASON DR	595
GLEBE SCHOOL (SOCCER FIELD) - 770 N. GLEBE RD	595
EADS PARK (SOCCER FIELD) - 2730 S. EADS ST	595
UTAH PARK (BASEBALL FIELD) - 3191 S. UTAH ST	595
WASHINGTON LEE HIGH SCHOOL (BASEBALL FIELD) - 1301 N. STAFFORD ST	595
BLUEMONT #3- 601 N MANCHESTER ST.	595
VA. HIGHLANDS PARK-SOCCER- 1600 S HAYES ST	700
STEWART PARL- 2400 N UNDERWOOD ST	595
OAKGROVE PARK- SOCCER 1606 N QUINCY ST	595
HIGHVIEW PARK-MULTI PURPOSE- 1938 N DINWIDDIE ST.	595
KEY SCHOOL (SOCCER)- 2300 KEY BLVD.	700
STREET MEDIANS	
*GATEWAY PARK-1300 N LEE HWY.	900
1900 N. KENT ST (STREET MEDIAN)	595
1000 WILSON BLVD. (STREET MEDIAN)	595
CLARENDON PARK - CLARENDON BLVD & WILSON BLVD	595
LYNN ST- AT WILSON BLVD	595
DARK STAR PARK - 1655 N FT. MYER DR.	595
POWHATAN SPRING-RAIN GARDEN- 6020 WILSON BLVD.	595
ROCKY RUN PARK 1109 N BARTON ST.	595
PARKS	
LONG BRIDGE PARK 475 LONGBRIDGE RD	1150
TRAFFIC ISLANDS	
S 33RD ST.	595
S 34TH ST-TRAFFIC CIRCLE @ STAFFORD ST.	595
BON AIR ROSE GARDEN - 850 N. LEXINGTON ST	595
S 34TH St & 36th ST. -STREET MEDIAN	595
S. 36th ST - TRAFFIC ISLAND	595
HALLS HILL PARK- HWY 29 & N. CAMERON ST	595
NE CORNER OF N GEORGE MASON DR. & WILSON BLVD-(BICENTENNIAL GARDEN)	595

N GLEBE & RANDOLPH ST
 LEE CENTER- 5722 LEE HIGHWAY
 NAUCK COMMUNITY ENTRANCE- SE CORNER OF S. WALTER REED & KENMORE ST.
 PARKS NURSERY 4200 S FOUR MILE RUN DR. BEHIND FIELD #6



595
 595
 595
 595

TOTAL TABLE A: 32945

TABLE B - LABOR RATES 8:00 AM - 4:00 PM

<u>PERSONNEL TYPE</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS/YEAR</u>	<u>EXTENDED PRICE</u>
TECHNICIAN	75	200	15000
HELPER	37.5	100	3750
LICENSED PLUMBER	150	50	7500
TECHNICIAN EMERGENCY RESPONSE	100	50	5000
HELPER EMERGENCY RESPONSE	50	50	2500
LICENSED PLUMBER EMERGENCY RESPONSE	200	25	5000
TOTAL TABLE B:			38750

TABLE C - LABOR RATES 4:00 PM - 8:00 AM:

<u>PERSONNEL TYPE</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS/YEAR</u>	<u>EXTENDED PRICE</u>
TECHNICIAN	100	50	5000
HELPER	50	20	1000
LICENSED PLUMBER	200	20	4000
TECHNICIAN EMERGENCY RESPONSE	100	20	2000
HELPER EMERGENCY RESPONSE	50	20	1000
LICENSED PLUMBER EMERGENCY RESPONSE	200	10	2000
TOTAL TABLE C:			15000

GRAND TOTAL TABLES A & B & C: 86695

PERCENTAGE DISCOUNT: %
10