

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

INVITATION TO BID NO. 21-DES-ITB-367

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 4:00 P.M. ON THE 23RD DAY OF NOVEMBER 2020.

FOR THE PROVISION OF UNDERGROUND STORMWATER FACILITY MAINTENANCE INSPECTION, AND REPAIR

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

The County will conduct a virtual bid opening via Microsoft Teams Application (APP). Bidders interested in viewing the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the virtual bid opening is provided below:

+1 347-973-6905 United States, New York City (Toll)
Conference ID: 387 280 27#
[Join Microsoft Teams Meeting](#)

PREBID CONFERENCE

A virtual prebid conference will be held at 3:00 p.m., November 2, 2020 on Microsoft Teams to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following link [Join Microsoft Teams Meeting](#), or join by dialing +1 347-973-6905 and enter Conference ID 248 338 678#. ATTENDANCE AT THE PREBID CONFERENCE IS OPTIONAL. Minutes of the prebid conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Bidders are, however, urged to attend.

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Kaylin Schreiber, CPPB, VCCO, VCO/A
Procurement Officer
kschreiber@arlingtonva.us

TABLE OF CONTENTS

I. INFORMATION FOR BIDDERS 3

II. SCOPE OF SERVICES..... 10

III. CONTRACT TERMS AND CONDITIONS..... 34

IV. ATTACHMENTS AND FORMS..... 33

APPENDIX A - CONTRACTOR PERFORMANCE REPORT (INCLUDED AS A SEPARATE ATTACHMENT)

APPENDIX B - SAMPLE INSPECTION REPORT (INCLUDED AS A SEPARATE ATTACHMENT)

ATTACHMENT C - PRICING SHEET (INCLUDED AS A SEPARATE ATTACHMENT)

ATTACHMENT D - QUALIFICATION FORM (INCLUDED AS A SEPARATE ATTACHMENT)

ATTACHMENT E - REFERENCE FORM (INCLUDED AS A SEPARATE ATTACHMENT)

ATTACHMENT F - WASTE DISPOSAL SIGNATURE SHEET (INCLUDED AS A SEPARATE ATTACHMENT)

I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **ITB No. 21-DES-ITB-367**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY NOVEMBER 6, 2020, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on bids of two or more different Bidders. Bidders rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred from submitting bids to the County or to any other state or political subdivision and whether the Bidder is an agent of any person or entity that is currently debarred from submitting bids to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

5. EQUIVALENT EXPERIENCE AND REFERENCES

If a Bidder is unable to meet the experience and/or reference requirements of this solicitation, the Bidder may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager, except for the Confined Space Entry experience and the DEC Stormwater Inspector Certification. The Project Manager's resume must include a description of the previous project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

Arlington County may request additional information and will determine whether the project manager's experience is an acceptable substitute for all or part of the experience and/or reference requirements of the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Bidder may not change the named project manager for the duration of the contract unless the County approves a substitute project manager with equivalent qualifications.

6. AUTHORITY TO TRANSACT BUSINESS

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

7. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail mailto: business@arlingtonva.us.

8. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required.

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

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

If a contract for performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than \$150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

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

9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to the estimated quantity, 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 than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

The items 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 through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods covered by the resulting contract.

10. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bid.

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. **Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by a Bidder become the property of the County upon receipt.

11. BIDDER CERTIFICATION

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

12. ERRORS IN EXTENSION

If the unit price and the extension price differ, the unit price will prevail.

13. USE OF BRAND NAMES/OR EQUIVALENT BIDS

Unless identified as a "No Equivalent" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. When a brand name is specified and followed by the phrase "or approved equal," the brand name product may be substituted if a suitable equivalent considering quality, workmanship, economy of operation, and suitability for the intended use, is accepted by the County Purchasing Agent.

The County may accept any equivalent item(s) that it considers suitable for the intended use.

For those items not identified as "No Equivalent", and followed by the phrase "or approved equal," the County has established the following procedure for determining the equivalency of a particular item:

Bidder Submission of Proposed Equivalent Item(s):

- 1) Bidder shall submit to the County its proposed item(s) for determination of their equivalency to the Brand Name(s) specified.
- 2) Each proposed item must be described on a separate page, indicating the appropriate specification section number, product or fabrication or installation method to be replaced, and specifics of the proposed item. Attach any technical information, photographs, brochures and the relevant data listed below that supports the proposed item and will permit the County to fairly determine acceptability of the item proposed:
 - a. Reasons why the specified product cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the product specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Statement of impact. If specified product or method cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - h. Cost information.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- 3) The County will consider factors such as relative costs, equivalency of features, serviceability, the design of the item proposed, and/or pertinent performance factors as provided in the project technical specifications.
- 4) All pages of the submission shall be marked with the name, address and contact information of the Bidder, and sent via email to the Office of the Purchasing Agent to **arrive prior to the question deadline established in Section I., Paragraph I. QUESTIONS AND ADDENDA**. E-mail transmittals will be accepted at kschreiber@arlingtonva.us.

- 5) Items not submitted for review as approved equals during the bidding period may be approved during contract period at the sole discretion of the County Project Officer. If the Project Officer rejects such submission, the Contractor shall provide items specified in the Contract Documents.

County Review of Proposed Equivalent Item(s):

- 1) Approved item(s) will be added to the solicitation, in the form of an Addendum to the solicitation, and forwarded to all bidders of record.
- 2) Bidders whose item(s) have not been approved will be so advised in writing simultaneously with the issuance of the Addendum.

14. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

15. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

17. NEW MATERIAL

Unless the solicitation specifically allows it, all offered goods, materials, supplies and components must be new, not used or reconditioned, and must be current production models. If the Bidder believes that used or reconditioned goods, materials, supplies or components will be in the County's best interest, the Bidder must notify the County in writing of the reason(s) at least ten business days before the bid deadline. If the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components, such approval will be communicated to the Bidders in an Addendum to the solicitation.

18. BIDDERS' RESPONSIBILITY TO INVESTIGATE

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

19. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy or error in the solicitation documents.

20. QUALIFICATION OF BIDDERS

The Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

21. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive.

22. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

23. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

24. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder determined by Total Bid Price.

25. INFORMALITIES

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

26. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

27. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

28. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

29. RIDER CLAUSE

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Notification and Reporting

The contractor must notify the issuing jurisdiction of entities that use any contract resulting from this solicitation and to provide usage information as requested. The contractor will provide a copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

D. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

30. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

31. ELECTRONIC SIGNATURE

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II. SCOPE OF SERVICES

GENERAL REQUIREMENTS

A. INTENT/WORK STATEMENT

Arlington County (County) intends to enter into a contract with a qualified Contractor to ensure that County-owned underground stormwater management facilities are performing as designed to maximize efficiency and to reduce the impacts of stormwater runoff on local streams, the Potomac River, and the Chesapeake Bay — with the parallel objective of ensuring that the County is in compliance with the applicable requirements of the County's Municipal Separate Storm Sewer System ([MS4 Permit](#)) (issued by the Virginia Department of Environmental Quality) and the [Virginia Stormwater Management Program \(VSMP\) regulations](#). Most work shall be performed on facilities located on County properties or public right-of-ways under the jurisdiction of Arlington County's Department of Environmental Services, Office of Sustainability & Environmental Management (DES-OSEM), Facilities Management Bureau (FMB) and Department of Parks and Recreation (DPR). Some additional work shall be performed on private properties to enforce required maintenance and inspection with adequate notification to owners provided by County staff. All work shall involve the technical and contractual oversight by DES-OSEM. Other County agencies may also use this contract.

The Contractor shall provide:

- Annual Inspection, Maintenance and Reporting for facilities (Schedule A); and
- As-needed work to repair existing facilities (Schedule B).

B. TYPE OF WORK

The Contractor shall provide Inspection, Maintenance, Reporting, and as-needed repair work for County-owned underground stormwater management facilities. The County anticipates repairs to be approximately \$25,000 annually.

To ensure that the facilities function as designed, the Contractor shall follow the maintenance procedure (provided in the Specifications) and schedule (provided in Schedule A of the Pricing Sheet) for each facility type. The frequency of visits and maintenance care is based on several factors including the design and size of the facility (based on the amount of runoff entering it), location, and impact(s) from human or natural events. A significant financial investment has been allocated to the design, permitting, and construction of these facilities and proper inspection and maintenance is essential to their performance. This ITB reflects processes required by the MS4 permit and the VSMP regulations.

Routine tasks for each facility are detailed in the Specifications section (Section II). The Contractor shall note that not all tasks described under 'Routine' work may be needed at every location for each scheduled visit.

Services include, but are not limited to, collecting and removing of all accumulated sediment, oil, trash, and debris; washing down (cleaning) of internal components such as chambers and bays, inlet pipes, outfall pipes, and trash racks as appropriate for each system; cartridge replacement; cleaning of weirs and exterior surfaces; waste haul and disposal; and reporting as required for each system per County requirements.

Cleaning of facilities shall be in accordance with the manufacturer's maintenance procedures for each structure. Accumulated waste shall be disposed of per County's Guidelines and a manifest (ticket) shall accompany the Contractor's invoice and/or Report.

C. STORMWATER MANAGEMENT FACILITIES

The portfolio of County-owned facilities (as of 07/22/20) includes:

UNDERGROUND STORMWATER MANAGEMENT FACILITIES	
TYPE	QUANTITY
Filtration Devices	79
Hydrodynamic Separators	10
Detention Vaults	25
TOTAL	68

D. CONTRACTOR QUALIFICATIONS AND CREW REQUIREMENTS

Each facility requires specific maintenance tasks unique to the facility type. The Contractor shall provide the highest quality of work by employing experienced personnel who possess the minimum qualifications.

The Contractor must complete and submit Attachment D – Qualification Form included in Section IV – Attachment and Forms as a separate attachment certifying that their personnel meet the below-mentioned criteria to perform work on this contract.

a. MINIMUM CONTRACTOR QUALIFICATIONS

- 1) Contractor shall have a minimum of three (3) years of experience in maintenance of all of the underground stormwater management facility types listed in the scope of services.
- 2) Contractor shall have a minimum of two (2) years of experience in restorative maintenance of all of the permeable pavement types listed in the scope of services.
- 3) Contractor shall have a Safety Manual and Plan and submit a copy with their bid. The Safety Manual and Plan must comply with OSHA regulations as well as all other applicable local, state, and federal standards and shall contain the following:
 - i. A written permit-required Confined Space Entry Program to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140, as well as all other applicable local, state and federal standards.
 - ii. A copy of the documented training along with a list of trained and certified Contractor personnel. One of the listed personnel shall be the Crew Foreman.
 - iii. The Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval.
- 4) Contractor shall have a Diversity and Racial Equity Manual and Plan and submit a copy with their bid. This Manual and Plan must include a description of how the Contractor implements and institutionalizes diversity through policy, management philosophy, and training. It should describe how the Contractor, on a day-to-day basis, fosters a work environment that is inclusive and conducive to diverse staff. The Manual and Plan should include copies of personnel policies and other relevant policies, training provided to staff, and description of the general management philosophy as it relates to diversity.
- 5) On the Qualification Form (Attachment D), the Contractor shall make note whether they have any maintenance certifications on proprietary devices (i.e., Contech Certified Maintenance Provider, etc.)

b. MINIMUM PERSONNEL QUALIFICATIONS:

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall assign a qualified individual to serve as Contractor's Contract Manager. The Contractor's Contract Manager shall be experienced in contract management; supervision of employees; knowledgeable of stormwater management facilities; be able to troubleshoot problems with the facilities; and be able to consult with the County Project Officer about remedies.

The Contractor's Contract Manager shall report to the County's Project Officer for communication, coordination, and evaluation of inspection and maintenance services and quality control. The Contractor's Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals for repair work, and problem resolution.

- 1) Contract Manager Qualifications
 - i. Minimum of three (3) years of experience as a Contract Manager for underground stormwater management facility inspection, maintenance, and reporting.
 - ii. Minimum of three (3) years of experience in the maintenance of all the underground system types listed in the scope of work.
 - iii. Minimum of two (2) years of experience in the restoration of all the permeable pavement types listed in the scope of work.
 - iv. Demonstrated experience reading and comprehending Construction Documents
 - v. Fluent in English

The Contractor shall have a Crew Foreman on the job site at all times to oversee work performance.

- 2) Crew Foreman Qualifications
 - i. Minimum of two (2) years of experience as a Crew Foreman including managing and training crew members to perform to Contract expectations.
 - ii. Minimum of two (2) years of experience in the maintenance of all of the underground system types listed in the scope of work including those requiring confined space entry.
 - iii. Minimum of two (2) years of experience in maintenance of all of the permeable pavement types listed in the scope of work.
 - iv. Demonstrated experience reading and comprehending Construction Documents
 - v. Fluent in English.
 - vi. Trained and certified in confined space entry to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140, as well as all other applicable local, state and federal standards.
 - vii. Meet one of the requirements below:
 - a. Possess the Virginia Department of Environmental Quality (DEQ) Stormwater Inspector certification;
 - b. Taken the DEQ training and scheduled to take the exam; or
 - c. Be scheduled for DEQ training with the intent to take the exam within six (6) months of training completion.

The name, training dates, and exam date shall be provided on Contractor Qualifications Form.

Changes to the crew leadership must be approved by the Project Officer. If changes in Key Personnel occur, the Contractor shall provide appropriate personnel within thirty (30) Calendar Days (of the

date of separation). Failure to provide Key Personnel may result in termination of the Contract by the County for default. The Contractor must submit Contract Manager and Crew Foreman/Inspector changes, including qualifications, to the Project Officer for review and approval.

Crew/Laborers - The Contractor shall provide an on-going, dedicated Crew to perform maintenance on stormwater management facilities.

The Contractor shall have on staff or subcontract the following personnel:

- Virginia Department of Transportation (VDOT) Certified Flagger(s) trained in Basic Work Zone Traffic Control.

E. WASTE DISPOSAL GUIDELINES (NEW ACCEPTABLE USE POLICY)

The Contractor shall read the Arlington County Waste Disposal Guidelines and submit the Signature Sheet with their Bid submission which acknowledges that the Contractor has read and understood the Guidelines (See Attachment F).

The Contractor shall be responsible for all material disposal and shall dispose in accordance with applicable local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (e.g., trash cans, dumpsters, etc.) unless previously arranged and approved. This includes liquid (water, slurry), solid (sediment, sand), floatables (plastic), and other trash and debris.

At no time shall any liquid waste be flushed into a stormwater facility or a storm drain. All field decanting is against County Code. The waste products from hydrodynamic separators and other underground system contain a liquid waste or "slurry" (composed of a mixture of water with suspended sediment and hydrocarbons, etc.) which shall be taken to a landfill or waste disposal facility.

Waste disposal manifests shall be submitted with each invoice. One waste disposal manifest may apply to multiple facilities.

F. SCHEDULE OF WORK

The County's current inventory has stormwater management facilities requiring maintenance services in accordance with this Scope of Work and Specifications described herein. Facilities are listed in Schedule A: Price Schedule by Location which includes the addresses, the number of annual visits, and the service months required for each facility. The Contractor shall initiate Inspection and Maintenance in a timely manner according to the schedule for each facility.

Schedule A may be modified at any time by the County to include the addition or removal of facilities or changes in maintenance frequencies. Additional as-needed unscheduled Work may be required by the County. The Work will be accomplished through the issuance of a separate purchase order. At least annually, the County will provide the Contractor with an updated list of facilities with the quantity of annual visits and service months. Schedule A is not a guarantee of work and may be changed based on weather, impacts from stormwater or humans, or other factors.

G. EQUIPMENT AND TOOLS

The Contractor's equipment and operations shall be capable of completely removing debris from the facilities/devices. All vehicles, tools and equipment considered to be normal and customary to the industry and utilized in the performance of the work shall be furnished by the Contractor. The equipment used shall be of sufficient type, capacity and quantity to safely and efficiently perform the

work as required. The Contractor shall maintain the safety and good operational capability of the equipment throughout the contract period. No payment shall be made for equipment rental unless specific approval is obtained before the fact and the rate is mutually agreed to by the Contractor and the County Project Officer. The Contractor shall arrive at each work site with all of the tools and equipment necessary to complete the work required.

The following is a minimum required list of equipment to perform maintenance work under this Contract:

- Hydraulic Vacuum Truck with a pick-up boom with at least an 8-inch diameter hose and a telescoping hydraulic extension. The boom must be front loading for ease and safety of positioning over manholes. The vacuum truck must be equipped with a hose capable of reaching areas of restricted clearance.
- Hydrojetter with on-board freshwater tank, positive displacement blower to operate independently of high-pressure washer system, and a front-mounted hydrojetter system.

Note: A "Clamshell" is not an approved cleaning device as it is difficult to remove all accumulated pollutants.

H. PROPRIETARY AND NON-PROPRIETARY DEVICES

The Contractor shall be responsible for verifying the facility type and size, as well as manufacturer's recommendations for maintenance and repair. The Contractor shall use parts and materials recommended by the manufacturer, unless a written approval is obtained by the Project Officer.

I. SUBCONTRACTORS

No portion of this contract may be subcontracted without the written consent of the County. If subcontractors are allowed, the Contractor must provide the County with a list of subcontractors used. In addition, signed copies of any agreements between Contractor and their subcontractors must be sent to the Project Officer if requested. Additionally, the subcontractors shall be fully qualified to perform the work and shall adhere to all provisions of this Contract. The Contractor shall be held fully responsible for the performance of all subcontracted work.

J. SAFETY OF PERSONNEL AND EQUIPMENT

All equipment used in the contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements. The Contractor's personnel shall at all times wear appropriate Personal Protective Equipment (PPE) including, but not limited to, safety vests, and shall have in place proper training, procedures, and supervision to ensure that all personnel obey all safety rules and regulations. Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) compliant signs shall be utilized along roadways and trails. When lane closure is necessary, all VDOT guidelines shall be followed. Safety to the public is of utmost importance. The County reserves the right to stop the Contractor from performing work for failure to observe applicable safety precautions at no cost to the County. Work may not resume until approval is given by the County Project Officer that applicable safety measures are in place.

K. CONTRACTOR REPORTING

The Contractor shall provide Reports for Inspection and Maintenance services and shall follow Arlington County's inspection criteria and report submission per the requirements set forth in Arlington County Code and as outlined below.

The Contractor shall submit Reports within ten (10) Business Days of completing work.

Inspection Reports shall follow the format specified in the attached Sample Inspection Report (See Appendix B) or the format specified by the manufacturer. Links to specific manufacturers can be found at <https://environment.arlingtonva.us/stormwater-watersheds/stormwater-at-home/stormwater-management-facility-inspections/> If the Contractor has their own standard form it may be used as long as all items listed in the Sample Inspection Report and manufacturers' inspection requirements are included.

Maintenance Reports can be provided in a format of the Contractor's choosing and shall contain the following items.

- Facility name, address, Completed Site Plan (CSP) Number, and Facility ID;
- Date maintenance was completed with crew start and finish time;
- Names of crew members present during maintenance;
- Facility type;
- Amount of rain in the last three (3) days; and
- Labeled and date-stamped photos showing:
 - Facility location and overview of surface;
 - Overall facility interior before and after maintenance;
 - Each inlet and outlet before and after maintenance;
 - Elements specific to the facility such as, but not limited to, filters, hydrodynamic separators, weirs, and trash racks before and after maintenance;
 - Specific issues with the facility including, but not limited to, lack of draining, excessive sediment, or erosion; and unstable areas outside of facility in the contributing drainage area.
 - Any maintenance items completed but not shown already in the categories above.

Maintenance Reports shall be provided in pdf format and named CSP_Facility Number_Year-Month.pdf. Inspection reports shall follow the same format with the word Inspection added at the end of the name. For example, the Maintenance Report completed in November 2020 for Woodmont Community Center - CSP 501542, Facility Number 07-1069B would be named 501542_07-1069B_2020-11.pdf. The Inspection Report completed in the same month would be named 501542_07-1069B_2020-11 Inspection.pdf

Reports shall be accompanied by a spreadsheet completed by the contractor that lists the Facility Number, start and end date of maintenance, and line items and associated quantities for each facility.

The Contractor shall email all reports to the Project Officer at SWMFinspection@arlingtonva.us using the subject line naming convention noted on each form. Maintenance Reports shall be submitted with corresponding waste disposal manifests.

The Contract Manager is responsible for report management under this Contract. Work shall include, but not be limited to, quality control review of reports, reviewing work orders, identifying facilities and their locations, tracking work schedules, recording line item quantities, emailing Reports, photo-documentation, etc.

The Certified Inspector shall certify each of the Annual Inspection Reports.

L. REPORTING ISSUES OUTSIDE OF CONTRACT SCOPE

During each visit, the Contractor, to the best of their ability, must observe if stormwater is prevented from entering the facility as intended, (e.g., water does not reach the inlet) or if there is any degradation of infrastructure which is outside of normal maintenance activities outlined in this Contract which impact the

functionality and draining of the facility. This includes off-site conditions impacting the facility such as upslope unstable landscaping, stockpiles, or exposed soil that are causing excessive soil or sediment to enter the facility.

If normal maintenance activities outlined in this Contract do not restore the flow, the Contractor must note any field problems to the Project Officer via phone or email within forty-eight (48) hours of the visit. The Contractor shall also identify any encountered problems in their Maintenance Report and provide a photo documenting the issue in the report.

M. NON-PREPRICED ITEMS

Non-Prepriced Work shall be separately identified and submitted in a task order proposal. Information submitted in support of Non-Prepriced Work shall include, but not be limited to, the following:

1. Contractor certification: Should the Contractor believe that the Work required, or any portion thereof, is not identified in the Schedule of Unit Prices, or cannot reasonably be extrapolated from it, then the Contractor must provide a signed Contractor certification to that effect. The Contractor certification must explain in detail why the proposed Work should be considered Non-Prepriced Work. The Contractor certification must contain the following language: "I certify that the items identified as Non-Prepriced Line Items on this proposal are not listed in the Schedule of Unit Prices nor can they be reasonably extrapolated from it."
2. Complete specifications and technical data, including quantity of Non-Prepriced Line Items, Unit Price of Non-Prepriced Line Items, and support drawings;
3. Pricing data submitted in support of the Unit Price for Non-Prepriced Line Items must include a cost or price analysis report, consisting of:
 - Price quotations from three (3) Suppliers, when available (or as directed by the Project Officer), establishing the basis for selecting the approach proposed for accomplishment of the Work;
 - Cost and pricing data supporting the proposed quantity of Non-Prepriced Line Items: The Non-Prepriced Line Item cost must be properly itemized and supported by enough substantiating data to permit evaluation.
4. Non-Prepriced Line Item cost must be limited to the actual cost of labor, actual cost of materials, supplies and equipment, actual rental cost of machinery and equipment, plus a fixed fee for profit and overhead of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The term 'cost' as used in this Section is limited to the cost incurred in the actual performance of the work. The Subcontractors or Sub-subcontractors overhead and profit in turn must not exceed ten percent (10%). The total percentage of overhead and profit payable by the County (to both the Contractor and all sub tier Subcontractors), regardless of the subtier which performs the work, shall not exceed twenty percent (20%).
5. Following agreement, Non-Prepriced Item(s) will be included in the approved task order proposal. After using a Non-Prepriced Line Item, the Unit Price for the Work Item will be negotiated and fixed as a permanent prepriced Line Item which will no longer require price justification.

N. YEARLY MEETING

The Contractor shall meet with the Project Officer annually in January for the purpose of discussing the upcoming year's work and the Contractor's performance over the previous year. The meeting will occur either online via Microsoft Teams or in the office (2100 Clarendon Blvd). General discussion regarding scheduling, fielding questions, and monitoring performance will be performed as needed throughout the year via site visits, phone calls, and email.

O. MONTHLY SCHEDULE

The Contractor shall email a copy of each Month’s Schedule to the Project Officer three (3) Business Days prior to starting work. The Contractor shall notify the Project Officer in writing via email and provide an updated schedule to the Monthly Schedule, including shifts due to inclement weather. The Project Officer will notify other County staff as needed.

P. RESTRICTED ACCESS FACILITIES

Three Departments manage the areas that County-owned stormwater management facilities are located on. If there are any changes to the schedule which require entry assistance and less than twenty-four (24) hours’ notice has been given, the Contractor may have to reschedule work. If the Project Officer is unavailable and there is an access issue at a site, the Contractor may call the numbers listed below.

The Contractor shall check in and check out with on-site staff at sites with restricted access.

EMERGENCY NUMBERS:
FACILITIES MANAGEMENT BUREAU HOTLINE - 703-228-4422 (Use for both FMB and OSEM Facilities)
DEPARTMENT OF PARKS AND RECREATION HOTLINE - 703-228-6525 (Use for DPR Facilities)

Q. AS-NEEDED WORK PROPOSAL REQUEST REQUIREMENTS

The Contractor shall review and ask questions (if applicable) regarding an as-needed work proposal request within forty-eight (48) hours of receiving the request. The Contractor shall provide a proposal for as-needed work within seven (7) Business Days of the initial request. As-needed work shall be completed within ten (10) Business Days of receiving a Purchase Order from the Project Officer. Failure to meet response deadlines during any period during this Contract may result in termination of the Contract by the County for default.

R. PERFORMANCE MONITORING

The Project Officer will conduct random site inspections to verify work performance and in combination with monthly review of reports will note issues with performance via email to the Contractor. The Project Officer will complete a Contractor Performance Report (See Appendix A) on an annual basis to summarize the year’s performance. The Report measures performance on adherence to the schedule, execution of work, quality control, personnel oversight and leadership, communication, reporting, etc. The Report will be reviewed with the Contractor at the annual meeting so they are clear on expectations and deficiencies. The Report shall be signed by the Contractor after reviewing with the Project Officer.

S. METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured regularly throughout the term of the Contract. The Contractor will receive a Contractor Performance Report on an annual basis

The Contractor Performance Report provides for scoring a “+” or “-” on each topic. The topics are based on minimum requirements of this Contract. If the Contractor receives a “-” rating on the Report, the Contractor is considered on probation and may be issued a Warning. The Project Officer will then complete a Contractor Performance Report following the next month’s work until the “-” rating is resolved. If the Contractor receives four (4) documented infractions within the Contract period, it may result in termination of the Contract by the County for default.

The Contractor will be evaluated on performance to include attendance at annual meetings, submitting Monthly Schedules, providing appropriately certified/trained personnel (per the required specifications),

leadership and quality control over work performance, communication, accurate and complete reporting, adherence to professional and industry standards, and adherence to OSHA requirements and laws.

T. METHOD OF MONITORING PERFORMANCE

The performance of the Contractor will be monitored and measured regularly throughout the term of the Contract by consideration of the following performance criteria:

1. Phone Calls, Emails, and Site Visits – The Contractor shall discuss issues via phone calls, emails, and during site visits and shall submit a Monthly Schedule to the Project Officer. Failure of the Contractor to respond within twenty-four (24) hours, two (2) times or more or failure to submit Monthly Schedules via email at least three (3) days prior to starting monthly work two (2) times or more during the Contract period may result in termination of the Contract by the County for default.
2. Monthly Schedule - The Contractor shall adhere to the Monthly Schedule. The Contractor shall complete all maintenance tasks per the specifications in this Contract and per the Monthly Schedule in a timely manner.
3. Delays and Extension of Time - If the Contractor is delayed at any time by unavoidable causes beyond the Contractor's control, the County shall determine the impact of such delays on the Contract schedule and may decide to issue an extension.
4. Oversight and Quality Control – The Contractor's Key Employees (e.g., Contract Manager, Crew Foreman/ Inspector, etc.) shall possess the expertise to provide quality control and effectively communicate and oversee crew performance. If it is deemed by the Project Officer that personnel are not effective in achieving the level of maintenance specified in this Contract, the deficiencies will be documented and may result in personnel being removed from the crew.

Communication - The Contractor shall respond back to calls or emails from the Project Officer in a timely manner. Timely manner is defined as no later than close of the following Business Day.

Failure to respond (non-communication) subsequent to documented warnings or infractions, poor performance or non-performance, during any period during this Contract may result in termination of the Contract by the County for default.

5. Reporting - Reports shall be accurate and reflect current conditions and current photos. Failure to submit complete Reports in a timely manner, falsifying information, reporting inaccurate data, or non-adherence to the Contract requirements described herein may result in termination of the Contract by the County for default.
6. Corrective Actions – In the event that the Contractor is notified by the Project Officer to correct poor workmanship, incomplete work, or incorrect or substandard materials at a facility the Contractor shall do so at no additional cost to the County. The County shall give notice of observed defects with reasonable promptness and the corrective actions shall be performed by the Contractor within seven (7) Business Days of notification. Failure to respond during any period during this Contract may result in termination of the Contract by the County for default.
7. Industry Standards - Failure or non-performance on maintenance tasks (e.g., specifications described herein such as Routine Maintenance) or failure to follow industry standards and codes may result in termination of the Contract by the County for default.

8. Federal, State, and Local Laws – The Contractor shall abide by all Federal, State and Local Laws. Failure to follow all applicable local, state and federal standards (e.g., OSHA confined space entry, OSHA fall arrest), traffic management, or waste disposal may result in termination of this Contract by the County for default.

U. SERVICES FOR OTHER COUNTY DEPARTMENTS

This Contract may be extended to other County Departments. If other Departments make use of this Contract a separate Purchase Order (PO) will be issued by that Department. Project and Contractor management, invoices, scheduling, coordination, and payments will be the responsibility of the Department issuing the PO.

V. CONTRACT RENEWALS

The Contractor must provide notice of intent to not renew the contract (if renewals remain) no less than sixty (60) calendar days in advance of the renewal date. Failure to provide this notice may negatively impact the Contractor's ability to obtain future work with the County.

W. SPECIAL PROVISIONS

1. **TRAFFIC MANAGEMENT:** The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all contract work. The Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current VDOT standards. At least one (1) Contractor employee at each site where traffic control is required must be a VDOT certified flagger trained on Basic Work Zone Traffic Control.
2. **PARKING:** The Contractor may not obstruct traffic flow during work and may not park vehicles on unpaved right-of-ways or sidewalks or any other unpaved areas without permission from the County. The Contractor shall abide by all County parking rules and regulations.
3. **FACILITY ACCESSIBILITY:** The Contractor shall be responsible to provide means and methods to access County stormwater facilities.
4. **TESTING:** The Contractor must provide documentation of all required testing of materials, etc., as stated in the specifications upon request of the County. Any work completed using materials that do not meet testing requirements and the related materials must be replaced at no cost to the County.
5. **FIRE HYDRANT PERMIT:** The Contractor may request a Fire Hydrant Permit from the County for obtaining water for items required by this contract. A permit is not guaranteed. The Contractor is responsible for any costs or fees associated with the permit.

X. PROTOCOLS

1. Annual Inspection, Maintenance and Reporting Protocol:
 - i. The Annual Inspection of facilities shall be conducted per Schedule A;
 - ii. Inspections shall be conducted by a DEQ Certified Stormwater Inspector;
 - iii. The Annual Inspection Reports shall be certified and submitted within ten (10) Business Days of the Inspection and no later than the 15th of the month following inspection that year;

- iv. Inspections may be conducted independently of Maintenance; however, Maintenance must be completed within thirty (30) Calendar Days of the Inspection.
2. Routine Maintenance and Reporting Protocol:
- i. Routine Maintenance shall be conducted per Schedule A;
 - ii. Maintenance Reports are due within ten (10) business days of work completion.

Y. FACILITY DESIGN VERIFICATION:

It is the responsibility of the Contractor to refer to Construction Documents (or As-Built documents) and manufacturers' operating manuals to ensure that they comprehend the maintenance requirements for each facility. Construction Documents (or As-Built documents) will be provided upon award.

SPECIFICATIONS

1) Underground Facilities – Routine Inspection and Maintenance Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of **3 CY** of disposal for **each** visit to **each** facility in this task.

The County will pay for haul and disposal of the waste material; however, it shall be incorporated into the Line Item pricing in Schedule A and not invoiced separately. The Contractor shall submit the manifest/invoice from the landfill with the Maintenance Report. The ticket shall note the content and weight of the disposed material.

These specifications detail the County’s expectations for Routine Maintenance of facilities listed on Schedule A. They are the essential tasks which should be checked during each Inspection and Maintenance visit and condition noted on the Inspection and Maintenance Forms. Tasks will vary depending on time of year, facility age and design, stormwater and human impacts.

NOTES:

1. The Contractor shall be responsible for verifying manufacturer’s maintenance and repair guidelines for each facility.
2. “EA” below refers to each facility, regardless of size of the facility or the number of cartridges or filters.
3. The County facilities include permit required confined spaces. Entry into each facility may or may not be required for maintenance and inspection. If entry is required for any task, OSHA rules for confined space entry must be followed. The Permit shall be posted at the work site during entry. Entry Permits must be filed and maintained by the Contractor.

A. FILTRATION DEVICES

A filtration device is a passive, flow-through filtration system which houses filter cartridges. It works by passing stormwater through the filters, which traps particulates and/or absorbs pollutants such as dissolved metals and oils. The filter material is housed in cartridges enclosed in a vault or manhole. Lack of maintenance of the device can result in the plugging of an orifice. If these flow controls are damaged, plugged, bypassed, or not working properly, the facility could overtop or release water too quickly which could damage streams, habitat and property.

The Contractor shall use Original Equipment Manufacturer (OEM) cartridges or Refurbished OEM cartridges (Refer to the specifications for each system to determine whether refurbished cartridges are allowable). At no time shall the Contractor use “Aftermarket” or “Field Refurbished” cartridges as they are prone to premature clogging, inadequate filtration due to media loss or empty space in filters, or broken or worn parts (gaskets, valves, floats). Many manufacturers have a cartridge exchange program. The Contractor shall submit original, dated receipts with any Report that includes cartridge replacement.

CONTECH StormFilter – Routine

Line Item U101-01 – CONTECH StormFilter - Routine Inspection & Maintenance (EA)

CONTECH StormFilter – As-Needed

Line Item U101-08 - StormFilter Cartridge Replacement - Refurbished 18” ZPG(EA)

Line Item U101-09 - StormFilter Cartridge Replacement – Refurbished 27” ZPG(EA)

Description: A StormFilter is comprised of one or more structures which house rechargeable, self-cleaning, media-filled cartridges which trap particulates and absorb pollutants. Stormwater enters the StormFilter

through the inlet pipe and passes through the filtration media and begins filling the cartridge's center tube. When water nears the top of the cartridge, the float valve opens, and filter water is allowed to drain at the design flow rate. A one-way check valve then closes, activating a siphon which draws polluted stormwater evenly through the filter media and into the center drainage tube. Filtered water is discharged through the underdrain manifold. When the water level outside the cartridge approaches the bottom of the hood air rushes through the scrubbing regulators, releasing the water column and breaking the siphon, and the turbulent bubbling action agitates the surface of the filter media, promoting trapped sediment to drop to the vault floor. Manufacturer: CONTECH Stormwater Solutions, Inc.

Refurbished Cartridges: Unless otherwise specified Arlington County uses "ZPG" Cartridges which are a proprietary blend of zeolite, perlite, and GAC to improve the performance of perlite and target organics, soluble metals, and other pollutants. These OEM Cartridges must be used, and no substitute is allowed. If a structure is found to contain another type of filter, the Contractor shall replace cartridges with the appropriate ZPG Cartridge.

Note: CONTECH has a Cartridge Exchange Program whereby cartridges (new and refurbished) can be shipped to the site ready to install and empty cartridges shipped back.

Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection and maintenance guidelines during dry weather when no flow is entering the system. Under normal operating conditions the StormFilter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter cartridges. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of cartridge replacement.

- a. If applicable, set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic and protect maintenance personnel from site hazards
- b. Visually inspect the external condition of the unit and take notes concerning defects or problems
- c. Open the access portals to the vault and allow the system to vent
- d. Without entering the vault, visually inspect the inside of the unit
- e. Make notes about the external and internal condition of the vault, paying attention to recording the level of sediment build-up on the floor of the vault, in the forebay, and on top of the cartridges
- f. If flow is occurring, note the flow of water per drainage pipe. Record all observations and photograph the conditions
- g. **Install an outfall pipe plug** to ensure no water bypasses the StormFilter system while cleaning
- h. Using appropriate equipment, offload the replacement cartridges (~150lbs each) and set aside
- i. Remove used cartridges from the vault using an approved manufacturer's methodology (hoisting equipment or to prevent damaging the manifolds connectors and cartridges during removal and installation.
- j. Remove accumulated sediment from the floor of the vault and from the forebay, either with a shovel or a vacuum truck
- k. Upon removal of the sediment, inspect the condition of the connectors, which are short sections of 2" Schedule 40 PVC or threaded Schedule 80 PVC that should protrude about 1" above the floor of the vault. Replace any damaged connectors.
- l. Powerwash the walls and floor
- m. Powerjet the underdrain pipes
- n. To ensure a watertight connection between the cartridge and the drainage pipe, apply a light coating of FDA approved silicon lube to the outside of the exposed portion of the connectors
- o. Using the vector truck boom, crane or tripod, lower and install the new cartridges taking care not to damage connections
- p. Powerwash the outfall bay

- q. Hydrojet the outfall pipes
- r. Remove outfall pipe plug
- s. Close and fasten the access portals or door
- t. Remove safety equipment
- u. Dispose of accumulated materials at a landfill per County Guidelines
- v. Return empty cartridges to CONTECH for cleaning
- w. If appropriate, note the local draining area relative to ongoing construction, erosion problems or high pollutant loadings to the system
- x. Complete the Inspection Report detailing the maintenance which is needed

CONTECH CatchBasin StormFilter - Routine

Line Item U101-02 – CONTECH CatchBasin StormFilter - Routine Inspection & Maintenance (EA)

CONTECH CatchBasin StormFilter – As-Needed

Line Item U101-08 - StormFilter Cartridge Replacement - Refurbished 18” ZPG(EA)

Line Item U101-09 - StormFilter Cartridge Replacement – Refurbished 27” ZPG(EA)

Description: A CatchBasin StormFilter (CBSF) consists of a multi-chamber steel, concrete, or plastic catch basin unit that can contain up to four StormFilter cartridges. The CBSF consists of a sumped inlet chamber and a cartridge chamber. Runoff enters the sumped inlet chamber by sheet flow off a paved surface or through an inlet pipe which discharges directly into the unit vault. The inlet chamber is equipped with an internal baffle, which traps debris and floating oil and grease, and an overflow weir. Heavier solids settle into the deep sump, while lighter solids and soluble pollutants are directed under the baffle and into the cartridge chamber through a port between the baffle and the overflow weir. Once in the cartridge chamber, polluted water ponds and percolates horizontally through the media in the filter cartridges. Filtered water collects in the cartridge’s center tube which is then directed to an outlet pipe via an underdrain manifold and discharged. Manufacturer: CONTECH Stormwater Solutions, Inc.

Refurbished Cartridges: Same as above.

Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the StormFilter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter cartridges. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of cartridge replacement.

- a. Establish a safe working area as per typical catch basin service activity
- b. Remove steel grate and diamond plate cover (~100 lbs each)
- c. Turn cartridge(s) counterclockwise to disconnect from pipe manifold
- d. Remove 4” center cap from cartridge and replace with lifting cap
- e. Remove cartridge(s) from catch basin by hand or with vactor truck boom
- f. Remove accumulated sediment via vactor truck (min. clearance 13” x 24”)
- g. Remove accumulated sediment from cartridge bay (min. clearance 9.25” x 11”)
- h. Rinse interior of both bays and vactor remaining water and sediment
- i. Install fresh cartridge(s) threading clockwise to pipe manifold
- j. Replace cover and grate

k. Return original cartridges to CONTECH for cleaning

If standing water is present, inspect to see if the facility is harboring mosquito larvae. If so, fasten an approved larvicide (Mosquito Dunks and Summit B.t.i. Briquets) by string or wire to the CBSF to prevent displacement by high flows (or a magnet for steel catch basins).

Media may be removed from the filter cartridges using the vactor truck before the cartridges are removed from the catch basin structure. Empty cartridges can be easily removed from the catch basin structure by hand. Empty cartridges should be reassembled and returned to CONTECH as appropriate.

Materials required: Lift cap, Vactor Truck and Fresh Filter Cartridges. Contact CONTECH for specifications and availability of the lifting cap. The vactor truck must be equipped with a hose capable of reaching areas of restricted clearance. Refurbished cartridges are available from CONTECH on an exchange basis.

AbTech Ultra-Urban Filter - Routine

Line Item U101-03 – AbTech Ultra-Urban Filter - Routine Inspection & Maintenance(EA)

AbTech Ultra-Urban Filter – As-Needed

Line Item U101-10 – Ultra-Urban Filter – #CO 1414H Smart Sponge Replacement(EA)

Line Item U101-11 – Ultra-Urban Filter – #CO 1414N Smart Sponge Replacement(EA)

Line Item U101-12 – Ultra-Urban Filter – #DI 1420H Smart Sponge Replacement(EA)

Line Item U101-13 – Ultra-Urban Filter – #DI 1420N Smart Sponge Replacement(EA)

Description: An Ultra-Urban Filter (Insert) is constructed of high strength corrugated recycled content plastic and is designed to capture trash and sediment in the upper basket chamber and absorb hydrocarbons in the filter media (sponge). Under normal operating conditions the Ultra-Urban Filter should be replaced every three years. Manufacturer: AbTech Industries, Inc.

Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

The Contractor shall vacuum out sediment and debris from the modules through the opening of the drain. The Contractor shall be very careful to check that the inserts are not plugged with sediment, and if so, they should be washed off as part of the maintenance regime. Additionally, if the debris is very dry the Contractor shall be very careful to bag it without flushing it into the system. Note, if a system has a Flow Diverter the Contractor shall be careful of handling due to sharp edges.

Note: At the County’s discretion, the Contractor may be directed to clean the system without replacing the filter cartridges. In this case, the Contractor will follow the above-stated maintenance procedures with the exception of cartridge replacement.

Flogard Trench Drain Filter - Routine

Line Item U101-04 – Flogard Trench Drain Filter - Routine Inspection & Maintenance (EA)

Flogard Trench Drain Filter – As-Needed

Line Item U101-14 - Flogard Trench Drain Filter Insert FG-TDOF4 Replacement (EA)

Description: The FloGard Trench Drain Filter is a modular filter designed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into trench drain systems. It includes a UVresistant woven geo-textile wrapped around a perforated core encapsulating a sorbent material which is replaceable. Manufacturer: Oldcastle Infrastructure

Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

- a. Remove trench drain grate(s) and set to one side.
- b. Collect and remove sediment and debris (litter, leaves, papers, cans, etc.).
- c. Inspect for defects.
- d. Vacuum and remove materials from the filter liner.
- e. Remove the filter assembly from the drainage inlet. Remove the outer filter liner from the filter assembly and remove filter medium pouches by unsnapping the tether from the interior ring and sent to one side. Inspect the filter liner, PVC body and fittings for continued serviceability. Correct minor damage or defects on the spot and note in the Maintenance Report. Note more extensive deficiencies that affect the efficiency of the filter (torn liner, etc.), in the Maintenance Report.
- f. Inspect the filter liner and filter medium pouches for defects and continued serviceability and replace as necessary and reattach the pouch tethers to the PVC body interior ring.
- g. Wash interior of facility and remove all sediment, debris, and wash water.
- h. Replace the trench drain grate(s).

REM Triton Drop Inlet Filter - Routine

Line Item U101-05 – REM Triton Drop Inlet Filter - Routine Inspection & Maintenance (EA)

REM Triton Drop Inlet Filter – As-Needed

Line Item U101-15 - REM Triton Drop Inlet Filter FOG-AC-ZEO Media Blend Insert Replacement (EA)

Description: The REM Triton Drop Inlet Filter is a modular filter designed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into storm drain systems. It treats flow laterally through a media pack element and includes a stainless-steel media cartridge that locks in place onto the filter basin floor. The cartridge houses replaceable filter media packs that treat stormwater for pollutants including liquefied petroleum hydrocarbons (Fats, Oils & Grease including animal fats) and Total Suspend Solids (TSS) such as trash, sediment, silt, vegetative debris. Manufacturer: Revel Environmental Manufacturing, INC.

Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter. In this case, the

Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

- a. Clean surface area immediately around each storm drain utilizing a stiff bristled push-broom, flat shovel or industrial vacuum.
- b. Remove grate or manhole cover and set aside.
- c. Inspect perimeter filter flange gasket. Confirm media cartridge is secure in the filter basin.
- d. Remove debris trapped in grate slot openings.
- e. Utilize an industrial vacuum to remove debris from within filter basin.
- f. Pressure wash media pack through the stainless-steel cartridge. (Avoid discharge by utilizing an industrial vacuum to remove excess water while pressure washing).
- g. Inspect media housed inside stainless steel cartridge. Replace filter media if manufacturers recommendations require it.
- h. Wash interior of facility and remove all sediment, debris, and wash water.
- i. Place grate or manhole cover back on catch basin grate frame.
- j. Secure dated service lock-out tag on grate lid.
- k. Note observations, concerns or recommendation regarding specific filter on inspection and/or maintenance report.

PIG Frameless Storm Drain Filter - Routine

Line Item U101-06 – PIG Frameless Storm Drain Filter - Routine Inspection & Maintenance (EA)

PIG Frameless Storm Drain Filter – As-Needed

Line Item U101-16 – PIG Frameless Storm Drain Filter FLT116 (EA)

Description: The PIG Frameless Storm Drain Filter is a modular filter designed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into storm drain systems. It includes a woven geo-textile with an 18” accumulation pocket and filter strips to remove floating oil and other hydrocarbons. Manufacturer: New Pig

Execution: The Contractor shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. This system does not require an inspection report and the maintenance report shall cover all 44 PIG Frameless Storm Drain Filters and 5 Trench Drain Filters. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each visit. If the filters are not at the end of their lifespan as determined during each visit, the Contractor shall clean the filter and system without replacing the filter. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

- a. Remove storm drain grate(s) and set to one side.
- b. Collect and remove sediment and debris (litter, leaves, papers, cans, etc.).
- c. Inspect for defects.
- d. Vacuum and remove materials from the filter.
- e. Remove the filter assembly from the drainage inlet. Inspect the filter for continued serviceability. Correct minor damage or defects on the spot and note in the Maintenance Report. Note more extensive deficiencies that affect the efficiency of the filter in the Maintenance Report.
- f. Replace the filter if necessary.
- g. Wash interior of facility and remove all sediment, debris, and wash water.

- h. Replace the storm drain grate(s).

Trench Drain Filter - Routine

Line Item U101-07 – Trench Drain Filter - Routine Inspection & Maintenance (EA)

Trench Drain Filter – As-Needed

Line Item U101-17 – Non-woven Geotextile Filter Fabric (SF)

Description: The Trench Drain Filter is a piece of non-woven geotextile filter fabric placed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into a trench drain. Geotextile filter fabric shall be non-woven polypropylene geotextile with a flow rate of >110 gal/min/sq ft (e.g., Geotex 351 or equivalent).

Execution: The Contractor shall inspect and maintain filter fabric during dry weather when no flow is entering the system. This system does not require an inspection report and the maintenance report shall cover all 44 PIG Frameless Storm Drain Filters and 5 Trench Drain Filters. Under normal operating conditions the filter fabric lifespan varies per facility and must be assessed at each visit. If the filter fabric is not at the end of its lifespan as determined during each visit, the Contractor shall clean the filter fabric and system without replacing the filter fabric. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter fabric replacement.

- a. Remove storm drain grate(s) and set to one side.
- b. Collect and remove sediment and debris (litter, leaves, papers, cans, etc.).
- c. Inspect for defects.
- d. Vacuum and remove materials from the filter fabric.
- e. Remove the filter fabric from the drainage inlet. Inspect the filter fabric for continued serviceability. Correct minor damage or defects on the spot and note in the Maintenance Report. Note more extensive deficiencies that affect the efficiency of the filter fabric in the Maintenance Report.
- f. Replace the filter fabric if necessary.
- g. Wash interior of facility and remove all sediment, debris, and wash water.
- h. Replace the storm drain grate(s).

B. HYDRODYNAMIC SEPARATORS

Hydrodynamic separators use cyclonic separation to control water pollution. They are designed as flow-through structures with a settling or separation unit to remove sediment and other pollutants. When vacuuming out the systems, the trapped sediments, hydrocarbons, debris and water mix together, thus waste shall be taken in full to a landfill, including liquid waste and floatables. Floatables from stormwater devices should never be recycled.

CONTECH CDS Hydrodynamic Separator

Line Item U102-01 – CONTECH Continuous Deflective Separation (CDS) –Routine Inspection & Maintenance (EA)

Description: The CDS hydrodynamic separator utilizes natural motion of water to separate and trap sediments. A very fine screen deflects the pollutants which are captured in a litter sump in the center of the system. Floatables are retained separately. Stormwater enters the CDS through inlets and the inlet flume guides the water into a separation chamber where water velocities within the

chamber create a swirling vortex forcing floatable and solids to the center of the chamber. Sediment settles into an isolated sump. Stormwater moves under the hydrocarbon baffle and the filtered water exits the system via an outlet pipe.

Access is gained through two manhole access covers – one allows cleanout of the separation chamber (screen/cylinder) and sump and the second one allows cleanout of sediment captured and retained behind the screen. For units with a single manhole allows for access to both areas. Manufacturer: CONTECH Stormwater Solutions, Inc.

Execution: The Contractor shall follow manufacturer guidelines in dry weather when no flow can enter the system. The Contractor shall complete the Inspection Report to include inspecting for blockages or obstructions to the inlet or separation screen. Measurements shall be conducted with a calibrated ‘dip stick’ so that the depth of deposition can be tracked. Measurements include the amount of solid materials which have accumulated in the sump, the amount of fine sediment accumulated behind the screen, and the amount of floating trash and debris in the separation chamber. Since floatables accumulate more quickly they should be removed using a vactor truck or dip net before the layer thickness exceeds one foot. The unit shall never be more than 85% full.

The CDS unit should be pumped down at least once a year and the screen should be power washed. The separation chamber (inlet/cylinder and separation screen) and oil baffle shall be inspected as well as the unit’s internal components, paying attention to loosening bolts used to fasten the components to the manhole structure and to each other. The Contractor shall note any damaged components, including fasteners, seals, plugs, netting, which need to be repaired or replaced immediately. All parts shall be replaced with parts from the Original Equipment Manufacturer (OEM).

The Contractor shall note if there is a distinct odor created by decomposition of material which should be removed.

CONTECH Vortechs

Line Item U102-02 – CONTECH Vortechs – Routine Inspection & Maintenance (EA)

Description: The Vortechs is a below-ground, shallow treatment unit which traps and retains trash, debris, sediment, and hydrocarbons from stormwater runoff. The water enters through an inlet pipe and the swirling motion of the water within the chamber settles solids to the chamber floor. A baffle wall traps floatables and hydrocarbons and filtered stormwater flows to the outlet chamber and exits the outlet pipe. Manufacturer: CONTECH Stormwater Solutions, Inc.

Execution: The Contractor shall complete the Inspection Report to include measuring the depth of sediment accumulation with a stadia rod (or similar measuring device) and vacuum it out. The unit shall never be filled with sediment within one foot of the dry-weather water surface elevation.

The Contractor shall follow manufacturer guidelines in dry weather when no flow can enter the system and shall include but not be limited to:

- a. Install an outfall pipe plug to ensure no water bypasses the Vortechs structure
- b. Insert a vacuum hose into the swirl chamber and evacuate the water and sediment. As water is evacuated, the water level outside of the swirl chamber will drop to the crest of the lower aperture of the swirl chamber where it shall remain while pumping as the swirl chamber is sealed to the tank floor and walls. This ‘water lock’ feature prevents water from migrating into the swirl chamber. Floating pollutants will decant into the swirl chamber as the water level is

drawn down so that most floating material can be vacuumed from the swirl chamber. Additional floating material which does not decant into the swirl chamber during draw down should be skimmed from the baffle chamber. If maintenance is not performed as recommended, sediment may accumulate outside the swirl chamber and it may be necessary to pump out the other chambers

- c. Powerwash the walls and floor of the vault
- d. Remove pipe plug from the outfall pipe
- e. Secure manhole covers to prevent leakage of runoff into the system from above and to ensure proper safety precautions

Rinker Stormceptor

Line Item U102-03 – Rinker Stormceptor® – Routine Inspection & Maintenance (EA)

Description: The Stormceptor® is designed to trap and retain non-point source pollutants using a by-pass chamber and treatment chamber. Water enters the Stormceptor® sump through the inlet pipe; higher flows pass over the weir (the low point in the “Stormceptor® Insert”) and leave the structure through the outlet pipe without treatment. Water that remains in the Stormceptor® collects in the sump, which allows solids to settle out. Those solids must be periodically removed. There is a large area in the sump above the inlet of the outlet pipe that allows oil and grease to collect rather than being discharged from the structure. Oil and debris must be periodically removed; if it is not, the volume of materials will exceed the allowed space, and any excess will be discharged from the system. Manufacturer: Imbrium Systems Corp.

Execution: The Stormceptor can be inspected through a standard surface manhole access cover. Sediment can be inspected via the oil inspection port or exit riser pipe using a sediment probe or oil dipstick. Oil depth can be measured through the oil inspection port. Maintaining the Stormceptor shall be done in dry weather when no flow can enter the system. The Contractor shall complete the Inspection Report to include measuring the depth of sediment, petroleum or oil accumulation with a dipstick tube and vacuuming it out. The manufacturer recommends that maintenance be performed when sediment volume in the unit reaches 15% of the total storage.

- a. Install an outfall pipe plug to ensure no water bypasses the Stormceptor
- b. Hydrojet the inflow pipe from the first inlet structure that flows into the Stormceptor to a maximum pipe length to 100 feet upstream
- c. Check for oil level through the oil inspection port using a dipstick tube; If oil is present, pump off the oil layer into separate containment using a small pump and tubing; Dispose of per Arlington County Guidelines.
- d. Powerwash the ceiling, walls and floor of the lower chamber
- e. Vacuum water from the lower chamber – no water shall be decanted to a storm drain or the sanitary sewer
- f. Vacuum sediment and sludge from the bypass chamber
- g. Re-fill the lower chamber with water (when required)
- h. Remove the inspection port plugs and clean the bypass chamber
- i. Clean the drop T-pipe
- j. Clean the outfall pipe to the first pipe joint
- k. Reinstall the inspection port plugs
- l. Remove pipe plug from the outfall pipe

Some As-Needed work may be necessary which is not included in the specifications such as the replacement of the T-pipe, clean-out pipe, insert chamber, and inspection port plug. If needed the Contractor shall verify with the manufacturer and prepare and submit an estimate for approval to the County.

C. DETENTION VAULTS

Detention Vault (Standard)

Line Item U103-01 –Detention Vault - Routine Inspection & Maintenance (A)

Description: A Detention Vault is an underground structure, typically a concrete vault or series of large diameter pipes, which temporarily stores stormwater and releases it slowly. These underground detention systems are enclosed spaces where harmful chemicals and vapors can accumulate. Therefore the inspection and maintenance of these facilities can only be done by individuals trained and certified to work in hazardous, confined spaces.

Some underground structures have flow control structures and/or flow restrictors which release stormwater at a specified rate. It is important to ensure they are not damaged, plugged, bypassed, or not working properly because the facility could release water too quickly, overtop or release water too slowly or too quickly which could damage streams, habitat and property.

Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection and maintenance guidelines during dry weather when no flow is entering the system. The tasks may include and may not be limited to:

- a. Measure and photograph accumulated sediment levels
- b. Inspect air vents to make sure there is no blockage or damage
- c. Inspect all joints between the tank and pipe section to make certain there are no openings or voids which would allow material to be transported into the facility
- d. Inspect to ensure that it is not bent out of shape more than 10%
- e. Inspect to make sure there are no cracks and that no soil particles are entering through cracks
- f. Inspect to make sure there are no cracks at the joints of any inlet or outlet pipes or evidence of soil entering the vault through the walls
- g. Inspect to make sure the manhole cover closes tightly (if applicable)
- h. Inspect locking mechanisms to ensure that it cannot be opened without proper maintenance tools
- i. Inspect the ladder to make sure it is not missing rungs, misaligned, cracked, excessively rusted
- j. Inspect to make sure sediment, trash or debris does not exceed 60% of the sump depth as measured from the bottom of the basin to the invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6" clearance from the debris surface to the invert of the lowest pipe
- k. Inspect to make sure there are no accumulated decaying organic materials generating odors
- l. Inspect to make sure that the frame is not damaged or sitting flush on the slab
- m. Inspect to make sure there is no evidence of oil, gasoline, contaminants or other pollutants are in the structure

Maintenance

- a. Install an outfall pipe plug to ensure no water bypasses the underground detention

- system
- b. Hydrojet the inlet pipe from the first inlet structure that flows into the system
- c. Remove all sediment, debris and water from the pipes
- d. Remove all sediment, debris and water from the trash racks
- e. Powerwash all interior surfaces
- f. Powerwash the control structure
- g. Remove sediment, debris and trash from the outfall side of the control structure
- h. Hydrojet the outfall pipe
- i. Remove the pipe plug from the outfall pipe

2) Underground Facilities – As-Needed Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted.

These As-Needed items are outside the scope of "Routine." The Contractor shall be billed on a per unit basis. As-Needed Services may be to restore the functionality of a facility. The As-Needed hourly rates will apply to services which are not covered by the bid items such as emergency repairs, clearing blocked underdrains, replacement of proprietary media, etc.

Services may include repairs to underdrain pipes, elbows, energy dissipaters, floats, diaphragms, access doors, valves, install new manhole frame, manhole cover (traffic-bearing or non-traffic-bearing), steps, or ladders; etc. to include emergency repairs such as pipe or structure blockage which must be addressed immediately.

INFRASTRUCTURE MAINTENANCE

Line Item U105-01 - As-Needed Mobilization of Vector Truck with Operator (HR)

Hourly rental for the time that the vector truck is in use only. This line item shall also be used for the restorative cleaning of permeable pavement including but not limited to permeable pavers with and without gravel, and permeable concrete.

Line Item U105-02 - As-Needed Excessive Removal and Disposal of Sediment/Slurry/Waste at Landfill(CY)

Line Item U105-03 - CCTV Inspection – Set up and Reporting(LS)

Line Item U105-04 - CCTV Inspection (LF)

Line Item U105-05 - Pump (Gasoline Operated, 3" discharge) with Operator(HR)

Line Item U105-06 – Rubber-Tracked Skid Steer Loader with Operator (Small) (HR)

Hourly rental for the time that the loader is in use only.

Line Item U105-07 - Rubber-Tracked Compact/Mini Excavator with Operator (HR)

Hourly rental for the time that the excavator is in use only.

Line Item U105-08 - Rubber-Tired Front-End Loader/Backhoe with Operator (HR)

Hourly rental for the time that the loader/backhoe is in use only.

Line Item U105-09 - Tree Removal (2"-4" Caliper) (EACH)

Removal of tree and roots to a depth that prevents regrowth.

SITE STABILIZATION

Line Item U105-10 – Furnish and Install Topsoil (CY)

Topsoil shall be a loam, sandy loam, clay loam, silt loam, sandy clay loam, or loamy sand. Soils having low moisture content, low nutrient levels, low pH, materials toxicity to plants, and/or unacceptable soil gradation are not acceptable. Topsoil must not be a mixture of contrasting textured subsoils and shall contain less than 5 % by volume of cinders, stones, slag, coarse fragments, gravel, sticks, roots, trash, or other materials larger than 1 1/2 " in diameter. It must be free of plants or plant parts of Bermuda grass, Quack grass, Johnson grass, Nutsedge, Poison Ivy, Phragmites, Canada thistle, or any noxious weeds and contain no substances harmful to plant growth. The soil shall have a pH between 5.5-6.5. Organic matter shall be greater than 5%. Maximum sand content in topsoil shall be 50%.

Furnish and Install Seeds for Turf Establishment (Broadcast or Hydroseeding)

Seeding and mulching per VDOT specification:

Line Item U105-11 – Seed Mix 50% K-31; 50% Annual Rye (SY)

Line Item U105-12 – Seed Mix 75% K-31 and 25% Annual Rye (SY)

Line Item U105-13 – Furnish and Install Straw Mulch (SY)

Line Item U105-14 – Furnish and Install Curlex NetFree (or Approved Synthetic Material Free Equal) (SY)

3) Permeable Pavement Facilities – As-Needed Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted.

Line Item U106-01 - Permeable Pavement –3/8" Aggregate Replenishment (for an average of 2" New Aggregate) (CY)

Purchase and installation of new aggregate (based on square footage of permeable paved facilities). This Line Item shall be used to replenish the aggregate to fill paver voids after performing restorative cleaning via vactor truck. VDOT #8 even graded stone (ASTM D448).

Line Item U106-02 - As-Needed Mobilization of Billy Goat Type Vacuum with Operator (HR)

Hourly rental for the time that the Billy Goat Type Vacuum is in use only. This line item shall also be used for the restorative cleaning of permeable pavement including but not limited to flexible and inflexible poly bound pavements, and synthetic turf.

4) Labor Rates – Hourly, Overtime and Emergency (O/E)

CF - Crew Foreman/Inspector (HR and O/E)

LAB - Laborer (HR and O/E)

FLAG - VDOT Certified Flagger (HR an

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS

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

AGREEMENT NO. 21-DES-ITB-367

THIS AGREEMENT is made, on _____, between Contractor's name,
Contractor's address ("Contractor") a name of state type of entity
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, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 21-DES-ITB-367.

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 to provide maintenance, inspection, and repair for underground stormwater facilities. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the 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 _____, 20____ and must be completed no later than _____ 20 ____ (one (1) base year) ("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 _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County’s Invitation to Bid No. 21-DES-ITB-367 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ (one (1) base year) (“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 _____ 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 TERMS

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 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.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

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. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

14. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

15. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

16. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

17. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

18. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

19. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration (“OSHA”) requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

20. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 (“Standard”). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets (“MSDS”) for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County’s refusal of goods under this section or rejection of MSDS.

21. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record (“WSR”) and manifest. The Contractor shall supply the County Project Officer with the executed original Owner’s Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

22. 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.

23. 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.

24. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

25. PROJECT STAFF

The County has the right to reasonably 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 employees and its subcontractors is the sole responsibility of the Contractor.

26. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

27. 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.

28. 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.

29. 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.

30. 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.

31. *SEXUAL HARASSMENT 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.

32. 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.

33. 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.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

34. 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.

35. 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.

36. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and

availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment 1) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all

County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. REPORT STANDARDS

The Contractor must submit electronically all 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.

44. AUDIT

The Contractor may be requested to 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.

45. 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.

46. AMENDMENTS

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

47. 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.

48. 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

49. 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.

50. ARBITRATION

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

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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;; WARANTY;

DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

57. 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.

58. 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.

59. 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:

TO THE COUNTY:

_____, Project Officer

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

60. 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.

61. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

62. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

63. 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.

64. 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 - \$2,000,000 per occurrence, with \$4,000,000 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. Environmental Liability - \$3,000,000 per occurrence or \$6,000,000 annual aggregate combined single limit to injuries to or death of person(s) and/or damage to property.
- e. Premises/Operations - \$500,000 combined single limit.
- f. Independent Contractors - \$1,000,000 combined single limit
- g. Products liability - \$2,000,000 combined single limit
- h. Completed Operations - \$1,000,000 combined single limit.
- i. Miscellaneous Errors & Omissions - \$2,000,000 per occurrence/claim.
- j. 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.
- k. 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.
- l. 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.

m. 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. Subcontractors must carry the same insurance requirements as listed above for this work unless the Prime Contractor is covering them under their policies. If the Prime is covering subcontractors, the names of the subcontractors must be listed on the certificate of insurance or a declarations page provide that evidences such.

65. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

66. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 21-DES-ITB-367

B I D F O R M

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 4:01 P.M., ON NOVEMBER 23, 2020

FOR PROVIDING UNDERGROUND STORMWATER FACILITY MAINTENANCE, INSPECTION, AND REPAIR PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED

IN:

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if _____)

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS? YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT: [HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

BIDDER SUBMISSION REQUIRMENTS

- Bidder must submit a fully completed Attachment C – Pricing Sheet, Attachment D – Qualifications Form (including all required resumes), Attachment E – References, and Attachment F – Waste Disposal Signature Sheet with their bid submission

- Bidder must submit a copy of their Safety Manual and Plan, in accordance with the requirements set forth in the Scope of Work, with their bid submission, which shall include:
 - A written permit-required Confined Space Entry Program to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140, as well as all other applicable local, state and federal standards.
 - A copy of the documented training along with a list of trained and certified Contractor personnel. One of the listed personnel shall be the Crew Foreman.
 - The Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval.
- Bidder must submit a copy of their Diversity and Racial Equity Manual and Plan, in accordance with the requirements set forth in the Scope of Work, with their bid submission.

SUBCONTRACTOR LIST

Complete the below chart if bidder will be using subcontractors for any portion of the work

Subcontractor Name	SWaM, DBE Designation	Description of Work to be Provided	Percentage of Work to be Provided

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

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

BIDDER NAME: _____

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

INSURANCE CHECKLIST
CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

<u>COVERAGES REQUIRED</u>	<u>LIMITS (FIGURES DENOTE MINIMUMS)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Virginia
<input type="checkbox"/> 2. Employer's Liability.....	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
<input checked="" type="checkbox"/> 3. Commercial General Liability.....	\$2,000,000 CSL BI/PD each occurrence, \$4 Million annual aggregate
<input checked="" type="checkbox"/> 4. Premises/Operations.....	\$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate
<input checked="" type="checkbox"/> 5. Automobile Liability.....	\$1 Million BI/PD each accident, Uninsured Motorist
<input type="checkbox"/> 6. Owned/Hired/Non-Owned Vehicles.....	\$1 Million BI/PD each accident, Uninsured Motorist
<input checked="" type="checkbox"/> 7. Independent Contractors.....	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
<input checked="" type="checkbox"/> 8. Products Liability.....	\$2 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
<input checked="" type="checkbox"/> 9. Completed Operations.....	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
<input type="checkbox"/> 10. Contractual Liability (Must be shown on Certificate).....	\$1 Million CSL BI/PD each occurrence, \$ 1 Million annual aggregate
<input type="checkbox"/> 11. Personal and Advertising Injury Liability.....	\$1 Million each offense, \$1 Million annual aggregate
<input type="checkbox"/> 12. Umbrella \ Excess Liability.....	\$1 Million Bodily Injury, Property Damage and Personal Injury
<input type="checkbox"/> 13. Per Project Aggregate	
<input type="checkbox"/> 14. Professional Liability	
<input type="checkbox"/> a. Architects and Engineers	\$1 Million per occurrence/claim
<input type="checkbox"/> b. Asbestos Removal Liability	\$2 Million per occurrence/claim
<input type="checkbox"/> c. Medical Malpractice.....	\$1 Million per occurrence/claim
<input type="checkbox"/> d. Medical Professional Liability	\$1 Million per occurrence/claim
<input checked="" type="checkbox"/> 15. Miscellaneous E&O	\$2 Million per occurrence/claim
<input type="checkbox"/> 16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
<input type="checkbox"/> 17. Motor Cargo Insurance	
<input type="checkbox"/> 18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
<input type="checkbox"/> 19. Garagekeepers Liability	\$500,000 Comprehensive, \$500,000 Collision
<input type="checkbox"/> 20. Inland Marine-Bailee's Insurance.....	\$ _____
<input type="checkbox"/> 21. Moving and Rigging Floater.....	Endorsement to CGL
<input type="checkbox"/> 22. Dishonesty Bond.....	\$ _____
<input type="checkbox"/> 23. Builder's Risk.....	Provide Coverage in the full amount of contract
<input type="checkbox"/> 24. XCU Coverage	Endorsement to CGL
<input type="checkbox"/> 25. USL&H	Federal Statutory Limits
<input type="checkbox"/> 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
<input type="checkbox"/> 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
<input type="checkbox"/> 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.	
<input type="checkbox"/> 29. Certificate of Insurance shall show Bid Number and Bid Title.	
<input checked="" type="checkbox"/> 30. Environmental Impairment Liability, including coverage of on-site clean up.....	BI/PD \$3 Million per occurrence/\$6 Million Aggregate
a. If work requires clean up, remediation, and/or removal of bio-solids, bio-hazards waste, and any hazardous or toxic material via transportation request Business Auto Liability.....	\$2 Million per occurrence with MCS-90 and CA9948 (or equivalent) endorsements specifically referenced in the certificate of insurance
<input type="checkbox"/> 31. Cyber insurance.....	\$2 Million per occurrence/Aggregate
<input type="checkbox"/> 32. OTHER INSURANCE REQUIRED: _____	

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____ AUTH. SIGNATURE: _____

ATTACHMENT 1

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 21-DES-ITB-367 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT 2

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 21-DES-ITB-367 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT