

**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-ITBLW-180

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

INSPECTION, MAINTENANCE, AND REPAIR OF STORMWATER MANAGEMENT FACILITIES – VEGETATED AND PERMEABLE PAVEMENT

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.

BID OPENING

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:

[Join Microsoft Teams Meeting](#)
[+1 347-973-6905](#) United States, New York City (Toll)
Conference ID: 958 178 520#

PREBID CONFERENCE

A virtual pre-bid conference will be held at 10:00 a.m., July 13, 2020 to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Bidders are, however, urged to attend. The link to join the virtual pre-bid conference is provided below:

[Join Microsoft Teams Meeting](#)
[+1 347-973-6905](#) United States, New York City (Toll)
Conference ID: 660 754 047#

<p>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).</p>
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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
Procurement Officer
kschreiber@arlingtonva.us

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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-ITBLW-180**. Vendors must be registered to respond and/or submit questions to this ITB. 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 JULY 16, 2020, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL ADDENDUM 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 subsequently 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 Contract Manager and Crew Lead. The Crew Lead and Contract Manager’s resumes 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 Crew Lead and Contract 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 Bidder must submit its bid on the form provided in this solicitation. The Bid Form must be signed and marked "ORIGINAL". The Bid Form must be uploaded electronically via Vendor Registry no later than the date and time deadline specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time.

The Contractor/Vendor 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 response. 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 Bids 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. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

A bid must conform to the terms and conditions of this solicitation and may not contain alternate terms and conditions. The County may permit a Bidder to withdraw any alternate terms or conditions before the County's determination of nonresponsiveness.

14. 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. Such bids will, however, be examined and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

22. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it has been submitted via Vendor Registry unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

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 notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the 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

Arlington County will award this solicitation to the lowest responsive and responsible bidder. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation. Lowest Bidder will be 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. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called “Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned or County-occupied property must be paid an hourly wage no less than the Living Wage published on the County’s website on the date of final execution of the Agreement. By submitting a bid, the Bidder certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

28. 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](#).

29. EXPENSES INCURRED IN PREPARING BID

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

30. 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.

31. 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.

32. 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 unit price, indefinite-quantity contract with a qualified Contractor to ensure that County-Owned 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 in June 2013) and the Virginia Stormwater Management Program (VSMP) regulations (effective July 1, 2014). Most work shall be performed on County properties or rights-of-way 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 inspect and maintain the efficiency of County-owned stormwater management facilities. The Contractor shall provide Inspection, Maintenance, Reporting and as-needed repair work for stormwater management facilities.

To ensure that the facilities function as designed there is a maintenance procedure and schedule 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 Maintenance ITB reflects processes required by Virginia State regulations.

Each facility has a maintenance schedule in Schedule A: Price Schedule by Location which is ordered as Work. 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.

C. STORMWATER MANAGEMENT FACILITIES

The portfolio of County-owned facilities (as of 03/18/20) includes:

STORMWATER MANAGEMENT FACILITIES	
TYPE	QUANTITY
Bioretention, Dry Swales, Urban Bioretention (SW Planters), and Infiltration Trenches	62
Proprietary and non-proprietary devices with vegetation Filterra (Tree Box Filters)	5
Permeable pavers, synthetic turf, permeable concrete, flexible and inflexible poly bound pavements	22
TOTAL	85

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 the Bid Forms included in Section IV – Attachment and Forms certifying that their personnel meet the below-mentioned criteria to perform work on this contract.

E. MINIMUM CONTRACTOR QUALIFICATIONS

- 1) Contractor shall have a minimum of three (3) years of experience in native landscape maintenance on commercial or municipal properties.
- 2) Contractor shall have a minimum of one (1) year of experience in maintenance of vegetated stormwater facilities (bioretention, vegetated swales, urban bioretention (stormwater planters), infiltration trenches, and Filterras).
- 3) Contractor shall have a minimum of one (1) year of experience in maintenance of all of the permeable pavement types listed in Schedule A.
- 4) 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.
- 5) 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.
- 6) Certification from the National Green Infrastructure Program (NGICP) or Chesapeake Bay Landscape Practicum (CBLP) is desired but not required.

F. MINIMUM PERSONNEL QUALIFICATIONS:

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

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

- Contract Manager

1. Minimum of three (3) years of experience as a Contract Manager for stormwater management facility inspection, maintenance, and reporting.
2. Minimum of three (3) years of verifiable experience in landscape maintenance.
3. Minimum of two (2) years of experience in maintenance of all of the permeable pavement types listed in Schedule A.
4. Demonstrated experience reading and comprehending Construction Documents
5. Fluent in English

- Crew Foreman

1. Minimum of two (2) years of experience as a Crew Foreman including managing and training crew members to perform to Contract expectations.
2. Minimum of three (3) years of verifiable experience in landscape maintenance.
3. Minimum of two (2) years of experience in native landscape maintenance and weed identification.
4. Minimum of one (1) year of experience in maintenance of all of the permeable pavement types listed in Schedule A.
5. Demonstrated experience reading and comprehending Construction Documents
6. Fluent in English.
7. Certification from the NGICP or CBLP is desired but not required for this position.
8. Contractor's Crew Foreman shall either:
 - a. Possess the Virginia Department of Environmental Quality (DEQ) certification (have taken training and passed the exam);
 - 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.

Changes to the crew leadership must be approved by the Project Officer. 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.
- Certified Arborist - All Selective Tree Trimming must be performed by a Certified Arborist by the International Society of Arboriculture (ISA).
- Virginia Certified Commercial Pesticide Applicator – All selective pesticide application must be performed by a Virginia Certified Commercial Applicator.
- Interlocking Concrete Pavement Institute (ICPI) Certified Installer
- National Ready-Mix Concrete Association (NRMCA) Certified Installer and/or Craftsman

G. 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 Exhibit F).

The Contractor shall be responsible for all material disposal and shall dispose in accordance with Arlington County and 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. In summary, all waste from stormwater management facilities shall be taken to a landfill. This includes liquid (water, slurry), solid (sediment, sand), floatables (plastic), and other trash and debris. Most landscape waste (sticks, mulch, leaves) may be recycled unless they are covered with soot or hydrocarbons. Some landscape debris such as fresh clippings and leaves may be recycled, however as a general guideline, any debris which has made contact with the soil or has a visible coating should be disposed of at a landfill.

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.

At no time shall any liquid waste be flushed into a stormwater facility or a storm drain. All field decanting is against County Code.

H. 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.

I. EQUIPMENT AND TOOLS

The Contractor's equipment and operations shall be capable of completely removing debris from the 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 at no additional cost to the County. 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.

J. 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.

K. CHECK-IN AT SITE AND SIGN-OFF

Three Departments manage the areas that County-Owned Stormwater Management Facilities are located on; thus, it is the responsibility of the Contractor to make prior arrangements for access. The Contractor shall verify whether permissions are needed and make arrangements with the Department.

The Contractor shall check in and check out at sites with restricted access.

<p style="text-align: center;">THE CONTRACTOR SHALL INFORM THE DISPATCHER FORTY-EIGHT (48) HOURS IN ADVANCE OF THEIR ARRIVAL AT THE COUNTY FACILITY:</p> <p style="text-align: center;">FACILITIES MANAGEMENT BUREAU HOTLINE - 703-228-4422 DEPARTMENT OF PARKS AND RECREATION HOTLINE - 703-228-6525</p> <p style="text-align: center;">Note: OSEM FACILITIES ALLOW FOR PUBLIC ACCESS THUS CHECK-IN IS NOT NECESSARY.</p>
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L. 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 shall be required. 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.

M. 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.

N. 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.

Inspection Reports shall follow the format specified in the attached Sample Inspection Reports (See Appendices B and C). If the Contractor has their own standard form it may be used as long as all items listed in the Sample Inspection Reports 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:
 - o Overall facility before and after maintenance;
 - o Each inlet before and after maintenance;
 - o Specific issues with the facility including but not limited to excessive weeds, lack of plant cover or dead plants, ponding (lack of draining), excessive sediment, or erosion; and
 - o Any maintenance items completed but not shown already in the first three categories.

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 August for Woodmont Community Center - CSP 501542, Facility Number 07-1069B would be named 501542_07-1069B_2020-08.pdf. The Inspection Report completed in the same month would be named 501542_07-1069B_2020-08 Inspection.pdf

Reports shall be accompanied by a spreadsheet completed by the contractor that summarizes the 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 disposal manifests.

The Contract Manager is responsible for report management under this Contract. Work shall include, but may 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.

O. 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 curb cut or 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 but is not limited to unstable landscaping or bare soil uphill which is dumping soil or sediment onto or into the facility; ponding water on permeable pavement; other off-site conditions impacting the facility, etc.

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.

P. NON-PREPRICED ITEMS

Non-Prepriced Work shall be separately identified and submitted in the 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 sufficient 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.

Q. YEARLY MEETING AND SCHEDULE

The Contractor shall meet with the Project Officer in the office (2100 Clarendon Blvd) yearly in January for the purpose of discussing the upcoming year's work and the Contractor's performance over the previous year. General discussion regarding scheduling, fielding questions, and monitoring performance will be performed as needed throughout the year via site visits, phone calls, and email. The Contractor shall provide a copy of each Month's Schedule via email three (3) Business Days prior to starting work. The Contractor shall notify the Project Officer and provide an updated schedule in writing via email of shifts to the Monthly Schedule.

Unless otherwise directed by the County, the Contractor shall ensure a minimum of twenty-nine (29) Calendar Days between repeating tasks at the same facility.

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 a yearly 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 yearly 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 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 Yearly 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 by 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. The Contractor shall notify the Project Officer in writing if there is a shift in the Monthly Schedule, including shifts due to inclement weather.
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. Personnel – The Contractor shall provide appropriately certified and trained Key Personnel as required above (Section II-E and F). Key Personnel is defined as the Contract Manager, and Crew Foreman/Inspector. 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 shall provide enough laborers and support personnel to accomplish the Contracted work with expertise and within the allotted time. The Contractor shall have enough crew to meet the Contract schedule. Failure to provide sufficient support staff to meet Contract obligations may result in termination of the Contract by the County for default.

5. Oversight and Quality Control – The Contractor shall provide quality control, oversee crew performance, effectively direct or communicate maintenance tasks specified in this Contract. Failure of the Contractor to ensure that the personnel perform to specified standards in this Contract may result in termination of this Contract by the County for default.

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.

6. Response times for as-needed work – The Contractor shall review and ask questions (if applicable) regarding a 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 approval from the Project Officer. Failure to meet deadlines during any period during this Contract may result in termination of the Contract by the County for default.

7. Reporting - The Contractor shall submit Reports within ten (10) Business Days of completing work. 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.
8. 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.
9. 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 (e.g., Landscape Contractors Association standards; ANSI Z60.1 “American Standard for Nursery Stock, 2004” or latest edition; ANSI A300 “Tree, Shrub, and other Woody Plant Maintenance, Standard Practices” or latest edition) may result in termination of the Contract by the County for default.
10. 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) must be issued by that Department. All the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Department issuing the PO.

V. 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 and non-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.

W. PROTOCOLS

1. Annual Inspection, Maintenance and Reporting Protocol:
 - The Annual Inspection of facilities shall be conducted per Schedule A;
 - Inspections shall be conducted by a DEQ Certified Inspector;
 - 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;
 - 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:
 - Routine Maintenance shall be conducted per Schedule A;
 - Maintenance Reports are due within ten (10) business days of work completion.

X. FACILITY DESIGN VERIFICATION:

It is the responsibility of the Contractor to refer to Construction Documents (or As-Built documents) to ensure that they comprehend the maintenance requirements for each facility, for example in the case of bioretention to understand the ponding requirement (i.e., 6", 9", 12"), the planting plan to verify plant types and count, etc.

1) Bioretention – Including Dry Swales, Urban Bioretention (SW Planters), and Infiltration Trenches

A. Bioretention - Description of 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 2 CY of disposal for each visit to each facility in this sub-task.

Line Item V100-01 – Bioretention – Routine Inspection & Maintenance (SF)

This specification details 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 Maintenance Inspection Form. Tasks will vary depending on time of visit, growing season, facility age, facility design, stormwater and human impacts. Weeding will occur at every visit.

Materials and Execution: Shovels, rakes, brooms, blowers, outdoor or shop vacuums, and other equipment may be used to remove sediment and debris. No sediment or debris shall be swept or washed into the facility or into a storm drain. All sediment must be collected and legally disposed of at a landfill. All trash and floatables (plastics) shall be taken to the landfill and not recycled. As a rule, any debris which has contacted the soil or has a coating on it should be taken to the landfill. Landscape debris such as clippings and leaves can be recycled. The use of herbicides is prohibited in stormwater management facilities.

Note: All inlets to be cleaned are surface inlets, and do not require OSHA confined space entry.

This spec should also be used for maintenance of Bioretention, Dry Swales, Urban Bioretention (SW Planters), Infiltration Trenches or other vegetated stormwater facilities.

Sample Maintenance Calendar

TASKS	SPRING			SUMMER			FALL			WINTER		
	A	M	J	J	A	S	O	N	D	J	F	M
ROUTINE												
Inlet Cleaning / Sediment Removal												
Cleanout / Risers (Overflow) Cleaning												
Trench Drain Cleaning												
Trash & Debris Removal												
Dead Plant Removal												
Fall Leaf Removal												
Weeding												
Mulch Replenishment – Once Annual (Minor)												
Stone Replenishment (Minor)		a	s		n	e	e	d	e	d		
Filter Media (Soil) Replenishment (Minor)												
Mowing / Trimming												
Trimming, Pruning & Thinning												
AS-NEEDED												
Plant Replacement												

Watering (establishment/drought)																				
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ROUTINE BIORETENTION MAINTENANCE TASKS:

These are the essential items which should be checked during each Inspection and Maintenance visit listed on **Schedule A**. Every task below shall be verified on the Maintenance Inspection Form. With increased maintenance frequency the tasks should take less time however all of these tasks shall occur at every visit to some degree.

During each maintenance visit, the Contractor shall review the design of the facility in the Construction Drawings and perform the following tasks, as needed:

Inlet Cleaning Specification

Description: Inlet cleaning includes the following:

- 1) Sweep or vacuum up all visible sediment and debris which could potentially enter the facility from the upstream flow path (approximately 20’).
- 2) Remove sediment and debris from any curb cuts for the facility.
- 3) Remove any grates and clear obstructions or blockages due to sediment, debris, trash, leaves, and vegetation growing inside. Note vegetation or algae growing in the drain indicating the presence of standing water.
- 4) Inspect the flow line into and out of curb cuts and drains to ensure that water flows easily into and out of the drain. Make sure that the entrance or exit has not been raised due to sediment accumulation or dropped due to erosion. There should not be any ponding water at the entrance or exit. If the flow-line height has been altered, fill with soil or shovel/vacuum out sediment to restore the flow line and to ensure that water flows freely.
- 5) Remove accumulated sediment, debris and weeds from cobble or riprap associated with all inlets, forebays, and stone check dams. Accumulated sediment shall be removed quarterly or when the sediment is visible.
- 6) Reset any displaced cobble or rip-rap at the proper elevation to allow water to enter the facility and at the entrance and exit to ensure that there is no bare earth or erosion.
- 7) Remove any vegetation within 6” of the entrance and exit on the outside of the drain.
- 8) Secure any grates to prevent unauthorized entry.

Cleanout / Overflow (Riser) Cleaning Specification

Description and Execution:

- 1) Inspect all underdrains, risers (overflows), and cleanouts (through the observation well) to ensure there are no obstructions, debris, trash, leaves, vegetation growing inside or covering the overflow (riser).
- 2) Remove any obstructions by hand or tool if obstructing the cleanout entrance
- 3) Secure caps to prevent unauthorized entry.
- 4) Inspect underdrains where they enter catch basins to make sure the pipe is not clogged with vegetation.

Trash and Debris Removal Specification

Description and Execution:

- 1) Remove and dispose of debris from the facility, including sticks, leaves, seeds and trash.
- 2) Remove accumulated sediment from within the facility using a broom and shovel or outdoor vacuum.
- 3) Dead Plant Removal - Dead plants shall not be removed in early spring as many bioretention perennials will not 'break' until April. All removed dead plants must be photographed and reported to the County for proper replacement per the approved design. No substitutes are allowed unless previously approved by the Project Manager. Location and species must be logged and reported.

Assess Plant Condition and Coverage (%)

Description and Execution:

Assess the overall plant condition and photograph dead plant material. Estimate the percentage of vegetation coverage. Anything less than 85% vegetative coverage shall be noted in Reports.

Weeding / Vegetation Clearing Specification

Description and Execution:

It is recommended that major weeding begin after perennials have leafed out in April. Prior to April, it is important that the Contractor only weed turf and other known noxious weeds to prevent removal of beneficial plant material.

Edging, Mowing and String Trimming Specification

Description and Execution:

- 1) "Edge" the border of the facility with a shovel to maintain clear boundaries between the turfgrass area and the facility
- 2) Mow turfgrass surfaces around facilities being careful to keep clippings out of the facility. Clippings do not have to be bagged up and may fall into the existing turf. Distribute any clumps so they are not visible.
- 3) Mow edges of facilities and/or small strips of turf which are not maintained by adjacent homeowner/landowner in right-of-ways.
- 4) When mowing, do not damage tree trunks or other objects.
- 5) Turf shall be mowed to a height of 4".
- 6) String trim smaller areas as necessary. Follow all guidance for mowing.
- 7) The Contractor is responsible for restoring to their original condition all areas disturbed as a result of the mowing operation

Pruning Specification (Late fall or winter)

Description and Execution:

- 1) Cut back flopping perennials to allow for continued blooming through growing season.
- 2) Upright perennials with an upright seedhead shall be left to overwinter as they provide wildlife benefits, such as switchgrass and coneflower.
- 3) After the winter, grasses and perennials shall be cut back to 4-6" from the ground, typically during February maintenance, unless otherwise directed by the County.
- 4) Pruning of shrubs shall only occur one time annually to maintain their natural form and size, and to promote plant health. Pruning shall be done very prudently and supervised by the Foreman.

Mulch Replenishment - 2" new mulch per SF (Supplied by County)

Line Item V100-02 - Bioretention - Mulch Replenishment - (CY)

This Line Item is for the pickup and installation of 2" of new mulch based on square footage of vegetated facilities (the quantity is automatically entered in the formula in Schedule A).

Description and Execution:

- 1) One time annually, in early spring (February) the Contractor shall replenish existing mulch with 2" of mulch to maintain no more than a total depth of 3".
- 2) Additional mulch may be installed at other times of the year at the direction of the Project Manager.
- 3) The Contractor shall pickup and install County provided mulch per the design specification in the Construction Documents.
- 4) County mulch is located at the Earth Products Yard in the Trades Center at 4300 29th St S, Arlington, VA 22206
- 5) Compacted or "plated" existing mulch shall be loosened before new mulch is added.
- 6) Redistribute mulch displaced by runoff throughout the facility.
- 7) Per the approved design, cover exposed soil with displaced mulch and rake evenly.
- 8) Mulch must not contact the bark or trunks of trees or shrubs, or the stems of plants.
- 9) Mulch should NOT be mounded on any tree trunk.

Mulch Replenishment - 2" new mulch per SF (Supplied by Contractor)

Line Item V100-03 - Bioretention - Mulch Replenishment - (CY)

This Line Item is for the purchase and installation of 2" of new mulch based on square footage of vegetated facilities (the quantity is automatically entered in the formula in Schedule A).

Description and Execution:

- 1) One time annually, in early spring (February) the Contractor shall replenish existing mulch with 2" of mulch to maintain no more than a total depth of 3".
- 2) Additional mulch may be installed at other times of the year at the direction of the Project Manager.
- 3) The Contractor shall provide and install double-shredded hardwood bark mulch per the design specification in the Construction Documents.
- 4) Pine bark mulch and dyed mulch is not acceptable.
- 5) Compacted or "plated" existing mulch shall be loosened before new mulch is added.
- 6) Redistribute mulch displaced by runoff throughout the facility.
- 7) Per the approved design, cover exposed soil with displaced mulch and rake evenly.
- 8) Mulch must not contact the bark or trunks of trees or shrubs, or the stems of plants.
- 9) Mulch should NOT be mounded on any tree trunk.

B. Bioretention - As-Needed Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of 2 CY of disposal for each visit to each facility in this sub-task.

These As-Needed items are outside the scope of "Routine." The Contractor shall be billed on a per unit basis.

Bioretention Filter Media Replenishment

Line Item V100-04 - Bioretention Filter Media [Soil] Replenishment (CY)

Description and Materials: Work consists of providing Bioretention Filter Media to patch small areas of erosion or slumping of media in facility basins.

Bioretention Filter Media shall conform to Arlington County's specification. The filter media must meet specific tests and may be purchased from Arlington County's approved vendor list to meet these. The Contractor shall review the Construction Documents to ensure that they install the proper media per the approved plans.

The approved vendor list can be found on the Stormwater Management - Notices to Industry page of Arlington County's website:
<https://building.arlingtonva.us/codes-ordinances/stormwater-management/notices-to-industry/>

Stone Replenishment (TN)

Line Item V100-05 - Furnish and Install - Washed River Rock 3-6" (TN)

River rock shall be washed and shall be 3-6" washed river rock (Delaware Valley or similar) with at least 50% greater than 4" in diameter.

Line Item V100-06 - Furnish and Install - Washed River Rock 5-8" (TN)

River rock shall be washed and shall be 5-8" washed river rock (Delaware Valley or similar) with at least 50% greater than 6" in diameter.

Line Item V100-07 - Furnish and Install - Pea Gravel (TN)

Line Item V100-08 - Furnish and Install - #57 Stone (TN)

Line Item V100-09A - Furnish and Install - Class A1 Riprap 4-8" (TN)

Line Item V100-09B - Furnish and Install - Class 1 Riprap (TN)

Line Item V100-09C - Furnish and Install - AASHTO 31 Surge Stone (TN)

Description: Work consists of provision and installation of river rock (Delaware Valley or similar), pea gravel, #57 stone, riprap, or surge for inlets, outlets, or check dams requiring replenishment or enhancement of existing stone per the original design specification or otherwise directed by the Project Manager.

Geotextile Filter Fabric (Non-woven) (SF)

Line Item V100-10 - Geotextile Filter Fabric (SF)

Description: Work consist of installing and anchoring geotextile filter fabric as needed below river cobble or rip rap to prevent erosion. 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). Refer to Construction Documents for exact replacement for each facility.

Plant Replacement for Bioretention and other facilities

1) Contractor Supplied Plant Material

Line Item V100-12 - Furnish & Plant Medium/Large Tree - 2-2.5" caliper (EA)

Line Item V100-13 - Furnish & Plant Small Tree - 1-1.5" caliper (EA)

Line Item V100-14 - Furnish & Plant Shrub - 5 Gallon (EA)

Line Item V100-15 - Furnish & Plant Shrub - 3 Gallon (EA)

Line Item V100-16 - Furnish & Plant Perennial - 1 Gallon (EA)

Line Item V100-17 - Furnish & Plant Perennial - 1 Quart (EA)

Line Item V100-18 - Furnish & Plant Perennial -Landscape (Deep) Plugs (must be a minimum 4" deep) (EA)

Line Item V100-19 - Furnish & Plant Whips - 18-24" Bareroot Woody Seedlings (EA) Whips shall be dug with adequate fibrous roots. Do not root prune. Roots shall be protected during handling and planting to guard against drying out and damage.

2) County Supplied Plant Material

Line Item V100-20 - Pickup & Plant Medium/Large Tree - 2-2.5" caliper (EA)

Line Item V100-21 - Pickup & Plant Small Tree - 1-1.5" caliper (EA)

Line Item V100-22 - Pickup & Plant Shrub - 5 Gallon (EA)

Line Item V100-23 - Pickup & Plant Shrub - 3 Gallon (EA)

Line Item V100-24 - Pickup & Plant Perennial - 1 Gallon (EA)

Line Item V100-25 - Pickup & Plant Perennial - 1 Quart (EA)

Line Item V100-26 - Pickup & Plant Perennial - Landscape (Deep) Plugs (must be a minimum 4" deep) (EA)

Line Item V100-27 - Pickup & Plant Whips - 18-24" bareroot woody seedlings (EA) Do not root prune. Roots shall be protected during handling and planting to guard against drying out and damage.

Prices shall include three (3) waterings (the day of and two additional waterings)

Description, Materials and Execution: As-Needed enhancement and installation of plant material which is either 1) Supplied by the Contractor, or 2) Supplied by the County and picked up within Arlington County.

During each inspection the plant material shall be inventoried for dead plant material. If the facility has less than 85% vegetative coverage the Contractor shall replace vegetation with exact replacement according to the planting plan unless otherwise directed by a County Project Manager. The Contractor shall purchase and install plant material per the approved planting plan. Substitutions will not be permitted unless written proposal is approved by the County Project Manager.

Photograph Newly Planted Vegetation: The Contractor shall photograph the newly planted material in order to track for warranty.

Rejection: Any material and/or work may be rejected by the County if it does not meet the specifications. All rejected material must be removed from the site by the Contractor within 48 hours. All rejected plant material must be documented by the Crew Foreman. It is the responsibility of the Contractor to replace the rejected material and work required to

install the material at no cost to the County; the County reserves the right to not require replacement, in which case the Contractor will not bill for the rejected material.

Timing: The season for planting trees and shrubs must be October 15 to May 15; the season for perennials and grasses must be April 1 to May 15 and September 15 to November 15, unless otherwise approved by the County. Plantings will only occur when weather and soil conditions will permit the successful establishment of plants and only at the County's discretion.

Watering: The Contractor must provide one initial watering after planting the day plants are installed and must then water once a week (once every 7 days) starting 7 days after planting for 3 consecutive weeks after installation, for a **total of 3 waterings including planting day**. A weekly watering may be skipped if there is a 1" rainstorm at the facility during that 7 day period. All watering must occur using a hose with nozzle end breaker or a sprinkler. Water must be applied in enough quantities to saturate the soil to a depth of at least 4 inches. Water must be applied at low water pressure directly to each plant, allowing water to infiltrate/percolate throughout the planting pit. The soil shall be saturated, but without runoff. The Contractor must avoid application of too much water. Watering beyond the initial watering and three consecutive weeks will be considered additional (per Line Item V100-16 below).

Warranty/Replacement: All plants shall be covered under warranty to be in good health, vigorous, and be in a thriving condition as determined by the County after one full growing season (or one year from the planting). Deciduous material will be guaranteed to break dormancy if planted in the dormant season. Any material that is 25% dead or more shall be considered dead and must be replaced at no charge.

The Contractor must replace all dead plants at no charge to the County. Replacements will be made, after approval by the County, during the next appropriate planting period and the replacements must be of the same size and species as originally specified. The Contractor must be responsible for meeting the required warranties. The Contractor will not be responsible for plant material that has been damaged due to vandalism, fire, relocation or other activities beyond the Contractor's control as determined by the County.

Final Inspection: The County may conduct an inspection within the first month after plants break dormancy in the first growing season after planting (as specified above). Any plant material or installation that does not meet the Warranty must be replaced by the Contractor at the Contractor's expense.

Additional Watering

Line Item V100-28 - Additional Watering (HR)

Description: This work is for additional watering of landscaped areas as directed and approved by the County. The County may request additional watering at any time.

Watering shall occur under the following conditions:

- 1) Plants and sod that are in their first growing season after installation (June-September) should receive the equivalent of 1 inch of water, if there has been 7 days or more without rain.
- 2) Established plants and sod beyond their first growing season should receive the equivalent of 1 inch of water if temperatures have exceeded 95 degrees Fahrenheit for 7 days or more.
- 3) Established plants beyond their first growing season should receive the equivalent of 1 inch of water between June and September if there has been 3 weeks (21 days) or more with no rain.

Turf Establishment by Sod

Line Item V100-29 - Furnish and Install Sod for Turf Establishment (SY)

Prices shall include three (3) waterings (the day of and two additional waterings)

Description and Materials: This work consists of soil preparation, liming, watering, and placing grass sod on areas adjacent to bioretention facilities. Sod must be of high quality and free from noxious weeds and excessive amounts of insects, diseases, and weed plants at the time of harvest. All sod must be laid on site no more than 36 hours after harvest.

Execution:

1. All areas with sod installed must conform to the finished grades or as specified by the County and be free of all weeds, trash, debris, brush, clods, and other foreign materials larger than 1 inch in diameter or length that would interfere with future grass maintenance. All gullies, washes or disturbed areas that develop subsequent to final dressing must be repaired prior to sodding.
2. Sodding must be performed during the Spring (March 1-May 1) or Fall (September 1-November 15) unless otherwise directed by the County.
3. Sod must not be installed on frozen ground or when the temperature is 32°F/0°C or lower.
4. Before installing sod, compacted soils must be loosened with rototillers, disk harrows, chisel plows, or other approved equipment, to a minimum depth of 4 inches. All stones over $\frac{3}{4}$ inch in any dimension must be removed from the top 4 inches of soil by use of a "Rock Hound" or other means.
5. The soil must be irrigated within 12 to 24 hours prior to laying the sod. Sod should not be installed on soil that is dry and powdery. The soil must be watered immediately prior to laying the sod. The Contractor is responsible for all watering necessary to establish good stands of turf.
6. All sod must be installed perpendicular to slopes. Use longest possible rolls or lengths. Small pieces of sod may be used to fill irregular areas. Use lengths of 4 feet or more in ditch inverts and swales. Sod joints must be staggered.
7. All sod installed in swales, ditches and/or on slopes with grade 3:1 or steeper, must be stapled or pegged at a minimum of 4 pegs per square yard of sod. Stakes will be untreated wood pegs, or metal staples. Stakes/staples are to be driven flush with the sod.
8. Sod must be thoroughly **watered a minimum of three times after installation**. The sod is to be kept moist in order to promote root

establishment. The first watering must be immediately (usually within 30 minutes to one hour) after the sod is installed; saturate the soil to depth of 3 inches below the sod. The second watering must be within 5 days after the sod is installed and the third watering must be scheduled within 10 days after the sod is installed. A minimum of 24 hours must elapse between the second and third watering. Before final acceptance the Contractor must repair or replace any sod that is defective or damaged due to Contractor's negligence at no additional cost to the County.

9. Sodding must be done in accordance with Virginia DDOT Specifications Section 604 (<http://www.virginiadot.org/business/resources/const/2007specbook.pdf>)

Warranty:

1. The Contractor must maintain a 1 year, 85% per 1000 square foot area, care and replacement warranty on all permanent turf establishments. One year following final inspection and approval by the County, the Contractor must be responsible for installing new sod on all areas experiencing less than a eighty-five percent (85%) survival rate,
2. The warranty period must begin after final inspection and approval by the County.

2) Filterra – Description of Routine Maintenance Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of 1 CY of disposal for **each** visit to **each** facility in this sub-task.

A. Filterra - Description of Routine Maintenance Services

This specification details 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 Maintenance Inspection Form. Tasks will fluctuate depending on time of visit, growing season, facility age, facility design, stormwater impacts and human impacts. Weeding will occur at every visit.

All inlets to be cleaned are surface inlets, and do not require OSHA confined space entry.

ROUTINE FILTERRA MAINTENANCE TASKS:

During each maintenance visit, the Contractor shall review the design of the facility in the Construction Drawings and perform the following tasks, as needed.

Line Item V101-01 – Filterra – Routine Inspection & Maintenance (SF)

Description: Filterra® is proprietary stormwater management facility manufactured by Americast Inc. Filterra is a tree box consists of an inlet box filled with filter media, double shredded hardwood mulch, trees or

shrubs, and underdrain piping. Filterra facilities shall be inspected and maintained based on the "Schedule A: Maintenance Schedule by Location".

Materials and Execution: During the assigned visit, the following tasks shall be performed as needed:

- 1) Remove trash, debris, and sediment from within the inlet and from 20 feet upstream of inlet along the flow path, and from tree box ground surface.
- 2) Remove energy dissipating stone at inlet on top of mulch and placing it back over the new mulch layer upon completion of maintenance.
- 3) Replenish mulch to 3". Contaminated or degraded mulch must be removed prior to replenishment.
- 4) Remove weeds.
- 5) Carefully prune trees and/or shrubs, damaged branches, branches interfering with sidewalk and/or street accessibility, or sight lines.

If tree boxes require additional soil media, it is a proprietary mix from the manufacturer; Additional soil media is an As-Needed service (See Line Item V101-04).

Mulch Replenishment - 2" new per SF (Supplied by County)

Line Item V101-02 - Filterra - Mulch Replenishment (CY)

This Line Item is for the pickup and installation of 2" of new mulch based on square footage of Filterras (the quantity is automatically entered in the formula in Schedule A). If additional mulch is needed the Contractor shall use Line Item V100-3B - Mulch Replenishment Supplied by Contractor under Schedule B: As-Needed Services.

Description and Execution:

- 1) One time annually, in early spring (February) the Contractor shall replenish existing mulch with 2" of mulch to maintain no more than a total depth of 3".
- 2) Additional mulch may be installed at other times of the year at the direction of the Project Manager.
- 3) The Contractor shall pickup and install County provided mulch per the design specification in the Construction Documents.
- 4) County mulch is located at the Earth Products Yard in the Trades Center at 4300 29th St S, Arlington, VA 22206
- 5) Compacted or "plated" existing mulch shall be loosened before new mulch is added.
- 6) Redistribute mulch displaced by runoff throughout the facility.
- 7) Per the approved design, cover exposed soil with displaced mulch and rake evenly.
- 8) Mulch must not make contact with the bark or trunks of trees or shrubs, or the stems of plants.
- 9) Mulch should NOT be mounded on any tree trunk.

B. Filterra - As-Needed Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of 1 CY of disposal for **each** visit to **each** facility in this sub-task.

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.

Filterra - Filter Media Replenishment (Proprietary Mix)

Line Item V101-03 - Filterra - Filter Media Replenishment (CY)

Description, Material and Execution: This work consists of removing of the old Filterra filter media and installing new filter media inside the existing Filterra stormwater facility. The Filterra Filter Media must be obtained from the manufacturer. Removal of old filter media and installation of new media must be in accordance with the manufacturer's recommendations and requirements stated in the Contract Documents and other sections of these specifications.

3) Permeable Pavement

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of 1 CY of disposal for **each** visit to **each** facility in this sub-task.

The most important maintenance task associated with permeable surfaces is regular removal of surface debris.

A. Permeable Pavement - Description of Routine Maintenance Services

Line Item P100-01 - Permeable Pavement - Routine Inspection & Maintenance (SF)

This specification details the County's expectations for Routine Inspection and Maintenance of facilities listed on **Schedule A**. These are the essential tasks which shall be checked during each Inspection and Maintenance visit and condition noted on the Maintenance or Inspection Form. Tasks will vary depending on time of visit, season, facility age, facility design, stormwater and human impacts. Weeding will occur at every visit. This specification should be used for the maintenance of permeable pavers, synthetic turf, permeable concrete, flexible and inflexible poly bound pavements, or other permeable pavement systems.

Materials and Execution: Shovels, rakes, brooms, blowers, and other equipment may be used to remove sediment and debris. Mechanical sweepers and power washing are not permitted. No sediment or debris shall be swept or washed into the facility or into a storm drain. All sediment must be collected and legally disposed of at a landfill. Maintenance shall not be completed within 72 hours of rainfall.

ROUTINE PERMEABLE PAVEMENT MAINTENANCE TASKS:

During each maintenance visit, the Contractor shall review the design of the facility in the Construction Drawings and perform the following tasks, as needed:

Description: Permeable pavements allow rainwater to infiltrate through the voids of the pavement and into the storage stone layer beneath with the goal

of infiltrating into the soil below. Maintenance involves blowing debris off the surface of the pavement, removing weeds, and removing stains.

Materials and Execution: The common inspection and maintenance tasks for permeable surfaces are: 1) verify that clogging has not occurred, 2) removal of debris from the surface, 3) weeding, and 4) stain removal. During the assigned visit, the following tasks shall be performed as needed:

- 1) Hand pull weeds from between pavers being careful to pull up all roots (do not use herbicides)
- 2) Blow all sediment and debris off pavement surface. Collect and remove any trash or other inorganic debris. Do not leave gravel in adjacent landscaping or other areas.
- 3) Blow all sediment and debris within 20 feet of the pavement or any contributing conveyance path
- 4) Remove any stains from the pavement surface.
- 5) Inspect the surface for deterioration, spalling or raveling (breaking off in fragments)
- 6) Inspect to make sure that the paving is dewatering between storms
- 7) Inspect to make sure that upland and adjacent landscaped areas are not bare and washing soil onto the pavement
- 8) Inspect to make sure grease or other toxins are not being washed onto the paved area during rain events

B. Permeable Pavement – 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.

Line Item P100-02 - Permeable Pavement -3/8" Aggregate Replenishment (for an average of 2" New Aggregate) (TN)

Description, Material and Execution: This Line Item is for the 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 which may be swept up from between segmented permeable pavement. VDOT #8 even graded stone (ASTM D448).

Line Item P100-03 - Permeable Pavement - Weeding (HR)

Description and Execution: This Line Item shall be used to weed permeable pavements outside of regular maintenance of permeable pavement.

Line Item P100-04 - Permeable Pavement - Infiltration Testing (EA)

Description and Execution: This Line Item shall be used to perform infiltration testing following ASTM C1781 - Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems. For this contract, the test may be performed by the Crew Foreman/Inspector and does not have to be performed by an Engineer.

4) Other As-Needed Services

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

INFRASTRUCTURE MAINTENANCE

Line Item V102-03 - Excessive Sediment/Silt Removal (CY)

Description and Execution: This work includes removal of excess sediment. All sediment shall be removed and disposed of at a landfill.

SITE STABILIZATION

Line Item V102-07 - Furnish and Install Topsoil (CY)

Description and Execution: This work includes furnishing and installing topsoil. 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)

Description and Execution: Seeding and mulching per VDOT specification:

Line Item V102-09 - Seed Mix 50% K-31; 50% Annual Rye (SY)

Line Item V102-10 - Seed Mix 75% K-31 and 25% Annual Rye (LB)

Line Item V102-11 - Application of Wetland Seed Mix - Ernst Seed #120 (LB)

Line Item V102-12 - Application of Wetland Seed Mix - Ernst Seed #131 (LB)

Line Item V102-13 - Furnish and Install Straw Mulch (SY)

EROSION AND SEDIMENT CONTROL

Line Item V102-24 - Furnish and Install Curlex NetFree (or Approved Synthetic Material Free Equal) (SY)

VEGETATION MANAGEMENT

Line Item V102-26 - Tree Removal (2"-4") (EACH)

Description and Execution: This Line Item shall be used if tree removal exceeds regular weeding under routine work. The Contractor shall remove trees and brush between 2"-4" inches in diameter.

Line Item V102-27 - Weeding (HR)

Description and Execution: This Line Item shall be used for weeding outside of routine work in hardscape areas, landscape areas, and

embankments.

MISCELLANEOUS

Line Item V102-30 - Repairs from Burrowing Animals (SY)

Description and Execution: The Contractor may note holes, dens and erosion due to animal activity on the top and side slopes of dam embankments or elsewhere. Holes may eventually cause the dam to fail by providing a pathway for water to flow and cause erosion. Animal burrows must be repaired by "mud-packing" using a slurry mixture consisting of 90% soil, 10% cement and water. Disturbed areas must be backfilled with topsoil and stabilized with seed and mulch.

Line Item V102-33 - Rubber-Tracked Skid Steer Loader (Small) (HR)

Description and Execution: With Operator. Hourly rental for equipment rental time that the loader is in use only.

Line Item V102-34 - Rubber-Tracked Compact/Mini Excavator (HR)

Description and Execution: With Operator. Hourly rental for equipment rental time that the excavator is in use only.

Line Item V102-35 - Rubber-Tired Front-End Loader/Backhoe (HR)

Description and Execution: With Operator. Hourly rental for equipment rental time that the loader/backhoe is in use only.

5) Labor Rates - Hourly (HR), Overtime and Emergency (O/E)

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

LAB - Laborer (HR and O/E)

FLAG - VDOT Certified Flagger (HR and O/E)

ARB - Certified Arborist (HR and O/E)

<p>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.</p>
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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-ITBLW-180

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-ITBLW-180.

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 inspection, maintenance, and repair of stormwater management 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 ____ ("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-ITBLW-180 at the prices provided in the bid of the Contractor.

Though this is a unit price contract, the unit price is the sole means of payment. The unit price items must be inclusive of all Contractor costs including costs for all necessary management, supervision, personnel, labor, administrative support, mobilization/ transportation, equipment, tools, materials, parking fees, haul and disposal fees for each of the Unit Prices bid.

As a note, no Line Item for Mobilization is provided in this Contract. The cost of mobilization, including required insurance and bonds, will be incidental to the Line Items specified in the Contract Documents.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ (“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

The Contractor shall continuously maintain protection of all its work from damage and shall protect the County's property from damage or loss arising in connection with this Contract. The Contractor shall make good any such damage, or loss, except such as may be caused by agents or employees of the County.

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. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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. 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.

32. 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.

33. 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.

34. COPYRIGHT

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

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

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

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. CONFIDENTIAL INFORMATION

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

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 all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

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

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; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION.

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

Kaylin Schreiber, Procurement Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
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 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. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned or County-occupied property therefore must be paid no less than the hourly Living Wage rate that is published on the County's web site on the date of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the current judgment rate set by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Attachment A);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment A;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment B).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and debarment of the Contractor from consideration for future County contracts.

65. INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.
- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:
- "The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."
- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- 1.8 The insurance coverage required shall remain in force throughout the Contract or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor and/or carriers delivering and receiving materials from the Project.
- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."

- 1.12 All policy forms must “Pay on behalf of” rather than “Indemnify” the insured.
- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract whether identified on the Contract Documents or not.
- 1.15 For any claims related to this work, The Contractor’s insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor’s insurance. The Contractor shall waive its right of subrogation for all insurance claims.
- 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor’s most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an Addendum to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' with a rating of “A-VII” in the latest edition of the A.M. Best Co.’s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
- 1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
- 1.19 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.
2. Contractor's Insurance:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

2.1.4 Environmental Services Involving County Property Indemnity and Insurance

2.1.4.1 Contractor acknowledges that the property which is the subject matter of or related to the performance of this Agreement is being handled on a "as is where is." basis and Contractor assumes all risks attendant thereto. Contractor further acknowledges that said property has been or will be inspected by Contractor to determine the existence of any substance or a hazardous nature and the Contractor will take all necessary steps to control any such substance, including cleanup, whether or not on property owned or controlled by Contractor or County in accordance with all applicable laws and regulations. Upon acceptance of the Agreement, Contractor agrees to protect, defend, indemnify and hold harmless 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 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 Agreement.

The Contractor shall purchase and maintain Environmental Liability insurance with a \$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.

2.1.4.2 In the event Contractor is insured for liability with limits in excess of those specified in paragraph 2.1.4.1 above, Contractor's said obligation shall extend up to but not exceed the limits of the insurance. Contractor's costs to undertake the duty or obligation to defend the County in connection with such liabilities shall not be limited by or be subject to the aforesaid limits for damages for injuries, deaths, and property damage. Should any provisions of this Agreement to determine by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

2.1.5 Environmental Services Involving Discharge or Disposal of County's Hazardous Material and General Environmental Work

2.1.5.1 Contractor agrees to defend indemnify and hold harmless 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 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 including without limitation environmental assessments, evaluations, remediations, fines, penalties, and cleanup costs which may be asserted against or imposed upon, or incurred by County arising from the 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. Contractor agrees that it will dispose of all Materials in a strict compliance with local, County, state, and federal statutes, laws, ordinances, codes, rules, regulations, orders, or decrees, and shall provide evidence of such disposal satisfactory to County on a weekly basis to County's designated representative. This duty to save, defend, hold harmless and indemnify will survive the termination of this Agreement.

In the event that Contractor fails to comply with this paragraph, and upon discovery of a failure or violation related to its disposal operations, Contractor shall immediately report such failure or violation to all applicable governmental agencies having jurisdiction, and to the County, and Contractor shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Contractor's failure to comply, and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

2.1.6 Environmental Services Safety

The Contractor shall take reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this Agreement. The Contractor or thru its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting signs, placarding, labeling or posting other forms of warnings against hazards.

2.2 The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirement's, standard industry practices, the requirements of the operations and this contract, the Contractor, directly through its subcontractors, shall effect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placarding, labeling or posting other forms of warning against hazards.

3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or
- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

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

CONTRACTOR

COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME AND TITLE: KAYLIN SCHREIBER
PROCUREMENT OFFICER

NAME AND
TITLE: _____

DATE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 21-DES-ITBLW-180

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 AUGUST 4, 2020

FOR PROVIDING INSPECTION, MAINTENANCE, AND REPAIR OF STORMWATER MANAGEMENT FACILITIES
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 _____

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

VIRGINIA CONTRACTOR’S LICENSE NUMBER: _____

ENTITY’S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* _____

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY

DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? 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.

BID SUBMISSION REQUIREMENTS

- Bidder must complete Schedules A and B of the Pricing Sheet included as Exhibit E and submit with their bid submission.
- “Schedule A: Maintenance Schedule by Location” worksheet shall be used to itemize costs for facilities by location. Facilities are listed according to their location, size and the number of annual maintenance visits. Facility sizes are estimated, and these estimates should not be used as a substitute for a site visit by the Bidder to develop a cost.
- The Bidder shall note that all Routine Line Item pricing shall include mobilization AND the cost for haul and disposal. Each facility contains a note on the amount of waste measured in cubic yards (CY) to include in the estimate for each Line Item.

FACILITY TYPE	DISPOSAL QTY (based on averages)
Bioretention	2 CY
Filtrerra	1 CY

Permeable Pavement	1 CY
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- “Schedule B: Unit Prices for As-Needed Services” worksheet shall be used to price items which exceed amounts specified for Routine work. These costs may also be used for items which exceed amounts specified in Routine Maintenance unit costs. They will be billed on a per unit basis.
- “Schedule C: Future Facilities Maintenance Pricing” worksheet shall be used as a tool to assist in pricing new facilities by using average costs for each facility type.
- Bidder must submit a copy of their Safety Manual and Plan with their bid.
- Bidder must submit a copy of their Diversity and Racial Equity Manual and Plan with their bid.
- Bidder must complete the Qualification Form and submit with their Bid submission (Exhibit D).
- Bidder must 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 Exhibit F).

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: _____

REFERENCES

Bidders should provide five (5) references for similar services that have been provided by the Bidder within the past three (3) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: _____

Organization: _____

Phone Number: _____

E-mail Address: _____

Contract/Project Name: _____

Contract/Project Dates (from-to): _____

Contract/Project

Description: _____

Similarities between the referenced project and the Scope of Work of this solicitation:

REFERENCE 2: Contact Name: _____

Organization: _____

Phone Number: _____

E-mail Address: _____

Contract/Project Name: _____

Contract/Project Dates (from-to): _____

Contract/Project

Description: _____

Similarities between the referenced project and the Scope of Work of this solicitation:

REFERENCE 3: Contact Name: _____

Organization: _____

Phone Number: _____

E-mail Address: _____

Contract/Project Name: _____

Contract/Project Dates (from-to): _____

Contract/Project

Description: _____

Similarities between the referenced project and the Scope of Work of this solicitation:

REFERENCE 4: Contact Name: _____

Organization: _____

Phone Number: _____

E-mail Address: _____

Contract/Project Name: _____

Contract/Project Dates (from-to): _____

Contract/Project

BID FORM, PAGE 5 OF 7

Description: _____
Similarities between the referenced project and the Scope of Work of this solicitation:

REFERENCE 5: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project

Description: _____
Similarities between the referenced project and the Scope of Work of this solicitation:

BIDDER NAME: _____

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- _X_1. Workers' Compensation Statutory limits of Virginia
- _X_2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- _X_3. Commercial General Liability..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- _X_4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- _6. Owned/Hired/Non-Owned Vehicles..... \$1 Million BI/PD each accident, Uninsured Motorist
- _X_7. Independent Contractors \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_8. Products Liability \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_9. Completed Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_11. Personal and Advertising Injury Liability. \$1 Million each offense, \$1 Million annual aggregate
- _12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- _13. Per Project Aggregate
- _14. Professional Liability
 - _a. Architects and Engineers \$1 Million per occurrence/claim
 - _b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - _c. Medical Malpractice \$1 Million per occurrence/claim
 - _d. Medical Professional Liability \$ Limits as set forth in Virginia Code 8.01.581.15
- _15. Miscellaneous E&O \$1 Million per occurrence/claim
- _16. Motor Carrier Act End. (MCS-90)..... \$1 Million BI/PD each accident, Uninsured Motorist
- _17. Motor Cargo Insurance
- _18. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- _19. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- _20. Inland Marine-Bailee's Insurance \$ _____
- _21. Moving and Rigging Floater Endorsement to CGL
- _22. Crime and Employee Dishonesty Coverage \$ _____
- _23. Builder's Risk..... Provide Coverage in the full amount of Contract, including any amendments
- _24. XCU Coverage Endorsement to CGL
- _25. USL&H Federal Statutory Limits
- _X_26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- _X_27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- _X_28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- _X_29. Certificate of Insurance shall show Bid Number and Bid Title.
- _X_30. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____

AUTH. SIGNATURE: _____

OFFEROR'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: _____

AUTH. SIGNATURE: _____

ATTACHMENT A
LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY MUST NOT BE LOWER THAN

\$15.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO

MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$15.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:
LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:
2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

