

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

INVITATION TO BID (ITB) NO. 22-DES-ITBLW-360

ON-CALL ELECTRICAL AND INSTRUMENTATION TECHNICAL SUPPORT SERVICES

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#) REGISTRATION IS NOT REQUIRED TO DOWNLOAD THE ITB. IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID, REGISTRATION IS REQUIRED. ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 1:30 P.M. ON THE 16TH DAY OF SEPTEMBER 2021. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

THERE IS A NON-MANDATORY PREBID CONFERENCE ON AUGUST 24, 2021, AT 1:00 P.M.:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 347-973-6905, 445635846#](#) United States, New York City

Phone Conference ID: 445 635 846#

The Prebid Conference is 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 encouraged to attend.

The County will conduct the public bid opening via Microsoft Teams Application (APP). Bidders interested in attending 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 public bid opening is provided below:

PUBLIC BID OPENING ON SEPTEMBER 16, 2021, AT 1:30 P.M.:

Join on your computer or mobile app

[Click here to join the Public Bid Opening](#)

Or call in (audio only)

[+1 347-973-6905, 475856972#](#) United States, New York City

Phone Conference ID: 475 856 972#

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

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

Arlington County, Virginia
Office of the Purchasing Agent
Tomeka D. Price, VCO, VCA
Procurement Officer
tprice@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 (ITB).

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 **ITB No. 22-DES-ITBLW-360**. 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 September 1, 2021, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

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

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

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

3. TRADE SECRETS OR PROPRIETARY INFORMATION

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

4. DEBARMENT STATUS

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

5. 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.

6. 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.

7. 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.

8. 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.

9. BID FORM SUBMISSION

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

Bidders should also submit the following:

- Resumes of the proposed **Contract Manager, Supervisor, Electrician and Helper** assigned to this work, who have the requirements as described in the Scope of Services.
- **Class A or Class B License.**
- **ISA Certified Control Systems Technicians, Level II (CCST-II) or InterNational Electrical Testing Association (NETA-II), level II or higher**

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

Timely submission is solely the responsibility of the Bidder. 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.

10. 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.

11. ERRORS IN EXTENSION

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

12. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. BID WITHDRAWAL PRIOR TO BID OPENING

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

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials

used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

20. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder determined by the **Total Estimated Cost of Personnel Labor** on the Bid Form. However, Arlington County reserves the right to make the award to multiple bidders as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation.

21. 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.

22. 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.

23. 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, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County's website. 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.). For questions, Bidders may email livingwage@arlingtonva.us.

24. 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](#).

25. EXPENSES INCURRED IN PREPARING BID

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

26. RIDER CLAUSE

The Bidder will have the option to extend any contract resulting from this solicitation as follows:

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. 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.

27. 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.

28. 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

The Contractor shall furnish all necessary labor, supervision, equipment, transportation, parking fees, tools-of-the-trade including specialized equipment, and materials as required to provide electrical and instrumentation services on a time and materials basis.

Electrical and Instrumentation services that may be requested consist of, but are not limited to, the following:

- Planning and layout of details for installation or modifications of instrumentation apparatus and controls including preparation of sketches, showing location of wiring and equipment;
- Measuring, cutting, bending, threading, assembling and installing conduits;
- Performing maintenance on Electrical and Instrumentation systems and apparatus;
- Observation of installed systems or apparatus to detect hazards and need for adjustments, relocation or replacement; and
- Repairing faulty systems or apparatus.

The County will only pay for labor performed on a time and materials basis for work performed and services rendered on the job site only. No "portal to portal" charges or fuel surcharges are permitted under the contract.

A. DESCRIPTION OF WORK

The Contractor shall be responsible for coordination of the work with the appropriate County Project Officer. The Contractor shall visit the job sites and thoroughly familiarize themselves with all details of the work and working conditions and advise the County Project Officer of any discrepancies before performing any work or ordering any materials. The Contractor shall be capable of performing multiple assignments simultaneously for emergency and routine service calls.

Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables (including, by way of illustration and not limitation, caulking, tape, screws, fasteners, and other consumable items) are considered administrative expenses. These shall be included as part of the hourly rates bid.

The Contractor shall perform 100% of all preventative maintenance. Upon request, the Contractor shall provide detailed written estimates, drawings and/or sketches of proposed work. Upon request, the Contractor shall secure any and all necessary Methanol Feed Facility, Hot Work, and Confined Space Permits for the Technician.

For large, scheduled projects \$10,000 or greater, the County will notify the Contractor at least two weeks ahead of time with specific requirements. Upon notification by the County, the Contractor shall provide qualified personnel and equipment necessary for the project.

The Contractor shall provide the parts and materials at cost with no additional markup. The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost. The County may, at its option and sole discretion, provide materials to the Contractor.

B. WORK TICKETS & WORK ORDERS (Work less than \$5,000):

For time and material work estimated at less than \$5,000, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets indicating the issued Work Order number issued by the County. The Contractor's employees shall validate their time and

material work through sign-off on the Work Ticket by the County project officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job.

The Contractor shall submit a written proposal to be approved and accepted by the County Project Officer or designee for all work orders. No work shall be performed without a prior written authorization of the County Project Officer. The Contractor shall provide a daily update to the County Project Officer or designee of all completed and open work orders.

The maximum amount of work done under a work order shall not exceed \$5,000.

C. PROJECT WORK (Work greater than \$5,000)

The Contractor shall submit a formal proposal for all work whose anticipated cost exceed \$5,000. The Contractor's proposal shall be based on the Contract Labor Rates on the Bid Form and on the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary material and the associated labor each as a separate cost item. Upon acceptance of the proposal by the County project officer or designee, the County shall issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the PO and an official written notice to proceed authorized by the County Project Officer or designee. The County reserves the right to solicit additional cost proposals or issue separate bids(s) for any such project work. At the County's request, the Contractor shall perform project work on a time and materials basis.

Individual projects, which are estimated to cost more than \$50,000.00, are excluded from this contract.

D. WORK HOURS:

Regular work hours are defined as 6:00 a.m. to 2:30 pm., Monday through Friday, except weekends and County-observed holidays per the [Holiday schedule and closings for Arlington County, VA](#). All work shall be performed during regular working hours unless directed otherwise by the County project officer or designee.

The Contractor may be required from time to time to perform routine work on Saturdays and Sundays at the sole discretion of the County.

E. ON-CALL SERVICE:

The Contractor shall provide twenty-four (24) hours per day seven (7) days per week three hundred sixty-five (365) days per year on-call and emergency repair services. The Contractor shall arrive onsite with all tools and equipment necessary to perform the repairs within two (2) hours of a request identified as an emergency or critical and shall arrive onsite with all tools and equipment necessary to perform the repairs within four (4) hours for routine service calls. On-call repair services shall be completed on a time and materials basis using contract unit prices. No work is authorized unless specifically approved in advance by the County Project Officer and unless a valid County Purchase Order is issued.

If the Contractor is unable to or fails to respond within the required time frame, the County reserves the right to obtain the service elsewhere. If the Contractor is unable to or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the County may terminate the contract for default.

F. OVERTIME WORK:

Work authorized to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rate(s) provided on the Bid Form. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer.

Work performed outside of regular work hours without the advance approval of the Project Officer or for the Contractor's convenience shall be paid for at straight-time hourly labor rate(s) only.

G. CHECK-IN AT SITE AND SIGN-OFF:

Before starting any work, the Contractor's employees shall check in and after completing work shall check out with the County's Project Officer to allow for proper notification to County. Billing time shall begin when the Contractor arrives on site and has checked in with the Plant Shift Supervisor and Project Officer to begin the work. Billing time shall stop when the Contractor leaves the job site. A designated County employee must sign the timesheet. The signed timesheet shall be submitted to the County with the Contractor's invoice.

H. PERSONNEL REQUIREMENT & QUALIFICATIONS

Contractor shall be licensed and capable of performing all work in industrial Electrical and Instrumentation services. Upon request, the Contractor shall be prepared to give full details as to the size and capability of his company to fulfill all requirements of the contract.

The County reserves the right to reject Contractor's service personnel who, in the County's sole judgment, are not adequately qualified to perform the work and require the Contractor to replace them with qualified personnel.

Contractor's personnel, including the supervisor(s), who perform work in the facilities covered by the Contract, shall wear clean company uniform and safety shoes. The company name shall appear on the uniform. The supervisor may wear dress clothes and dress shoes and shall display a name tag with the supervisor's name and company name.

1. CONTRACT MANAGER: The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, Project Officer, etc.). The Contractor shall identify to the County the Contract Manager within ten (10) days of contract award. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of electrical and instrumentation; can troubleshoot problems and issues quickly and be able to consult with the County Project Officer about remedies.

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

The Contract Manager shall meet with the County Project Officer upon County request for progress meetings as needed to discuss performance and receive feedback on all services performed.

The Contract Manager hours are not billable and shall be considered Contractor overhead.

2. SUPERVISOR:

The Contractor shall provide a Supervisor who has at least five (5) years of field work and supervisory experience in repair, maintenance, alteration or removal of electrical/instrumentation systems. Supervisor shall be made available on a project ONLY upon request from the County Project Officer or designee.

3. ISA CONTROL SYSTEM TECHNICIANS, LEVEL II OR INTERNATIONAL ELECTRICAL TESTING ASSOCIATION (NETA), LEVEL II OR HIGHER:

The Contractor shall provide a Control Systems Technicians, Level II (CCST-II) Each apprentice or helper shall be supervised by an ISA CCST II or NETA level II or higher that have a minimum of five (5) years' experience in the instrumentation field and possess a ISA CCST-II or NETA level II or higher Certification. Evidence of stated license shall be made available to the County upon request at any time.

The Contractor shall employ at all times during the Contract term at least one (1) ISA CCST-II or NETA level II or higher that is readily available to perform work under this Contract.

4. ELECTRICIAN/JOURNEYMAN: The Contractor shall provide an electrician/journeyman that have a minimum of five (5) years' experience in the electrical field and possess a current and active Journeyman's Card. Evidence of stated license shall be made available to the County upon request at any time.

The Contractor shall employ at all times during the Contract term at least two (2) electricians/journeyman that are readily available to perform work under this Contract.

5. ELECTRICIAN HELPER:

The Contractor shall employ at all times during the Contract term at least two (2) electrician helpers that are readily available to perform work under this Contract. Each apprentice or helper shall be supervised by a Journeyman electrician.

I. TIMELY COMPLETION OF WORK

The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks.

Scheduling of priority work, including the interruption of a current assignment, requires the advance approval of the Project Officer. Priority work identified by the County Project Officer or designee shall take precedent over current work.

J. SPECIAL REQUIREMENTS

1. EQUIPMENT ACCESSIBILITY: The Contractor shall provide the means and methods to access all equipment included in this Contract. This includes, but is not limited to, ladders and scissors lifts (man-lifts). Cost for access shall be considered Contractor overhead and shall not be charged separately.

2. CONFINED SPACES:

The Contractor shall adherence to all applicable local, state and federal standards regarding confined space entry.

3. MATERIAL DISPOSAL: The Contractor shall be responsible for proper disposal of all waste and shall remove all trash and waste produced by service. Disposal shall be in accordance with local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (i.e., trash cans, dumpsters, etc.).

4. SAFETY WORK PLAN: The Contractor shall provide a safety work plan to the County Project Officer or designee upon request from the County Project Officer or designee. This plan shall be submitted for approval prior to the start of work.

5. CODES AND STANDARDS: All work performed under this contract shall be in strict accordance with all applicable codes, industry standards, and National Electrical Code, ISA Standards,

Virginia Uniform Statewide Building Code. The Contractor shall adhere to all of Arlington County WPCB's Contractor Safety Standard (Exhibit E). The Contractor must read and sign the WPCB Contractor Safety Program Checklist, before beginning work for the County WPCB. The Contractor will be required to read and sign the Contractor Protocols and Performance While Working For WPCB (Exhibit F).

The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this Contract. The Contractor shall be responsible for providing all necessary formal notices required in conjunction with the lawful execution of the work under this Contract. Should permits for any work performed by this Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees. The Contractor shall follow and shall be responsible for coordination of all County requirements and procedures associated with impairments of fire protection equipment.

6. PARKING: Parking for the Contractor shall not be provided. The Contractor is responsible all parking fees associated with its vehicles on job assignments.

7. COUNTY'S RIGHT TO STOP WORK

The County reserves the unilateral right to cancel any job assigned and in progress if the Contractor, in the opinion of the County Project Officer or designee, is not performing work at a satisfactory pace or fails to perform work in a professional manner commensurate with accepted trade and safety standards. If a job is canceled, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation. The County reserves the right to contract for completion of such work with another vendor.

The County reserves the right to cancel any job assigned if the County, in its sole discretion, determines that such cancellation is in the County's best interest. In such case, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation.

K. IMPROPER MAINTENANCE, REPAIR AND/OR OPERATION

In the event of an equipment and/or system failure due to the Contractor's improper or lack of required maintenance, improper repair, improper operation, negligence, misuse or accidents caused by the Contractor's employees including subcontractors, or as a result of actions of the Contractor's employees, including subcontractors, the Contractor shall arrive onsite with all tools and materials necessary to complete the repairs within two (2) hours of the County's notification. Such repairs shall be performed at Contractor's cost with no additional charge to the County.

The County reserves the right to complete the repairs in-house or use a different Contractor if, in its sole discretion, it is determined that such repairs must be performed immediately. The Contractor shall reimburse the County for the full cost of such repairs.

If any equipment warranty is invalidated due to Contractor's negligence in providing factory-certified service technicians as required, the Contractor shall be responsible for any ensuing costs.

In any instance, where there is clear evidence indicating that the equipment and/or system failure was a direct result of the Contractor's improper or lack of required maintenance, improper repair, improper operation, negligence, misuse or accidents caused by the Contractor's employees including

subcontractors, or as a result of actions of the Contractor's employees, including subcontractors, the County reserves the right to require the Contractor to reimburse the County for any and all reasonable costs that the County incurred as a result of such an event.

L. METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured during the term of the contract by consideration of the following performance criteria:

1. Provision of appropriately certified and trained personnel as required in the section titled "Personnel Requirement & Qualification";
2. Number of call-backs to correct malfunctions/failures;
3. Response to requests for work as provided for in these specifications;
4. Performance of services within accepted industry standards and codes as specified by the standards of the American Disabilities Act and Virginia Building Code;
5. Adherence to contractual requirement for onsite response for emergency work and routine service calls;
6. Performance of services within the time prescribed within accepted industry standards and codes.
7. Contract Manager's ability to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required the in the Contractor's Personnel section.

M. SERVICES FOR OTHER COUNTY DEPARTMENTS

This Contract is 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.

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

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS

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

AGREEMENT NO. 22-DES-ITBLW-360

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 ("County"). 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. 22-DES-ITBLW-360.

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 on-call electrical and or instrumental technical support services. 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
bilateral Notice of Renewal, 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. 22-DES-ITBLW-360 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The hourly rate(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 hourly rate(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 months of statistics available at the time of the Contract's renewal.

Any hourly rate(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 not renew the Contract, whether or not the County has previously elected to renew 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. 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.

Documentation required for invoice payment:

- Building name and address where work was performed.
- Date and time the repair work was done.
- Brief description of service.
- Amount of billing showing all materials used and total labor hours required to complete the work. Contractor's invoices for materials and signed work order tickets shall be attached.
- Both Purchase Order and Work Order numbers shall appear in the upper right corner of the invoice.

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. DAMAGE TO PROPERTY

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. SEXUAL HARASSMENT POLICY

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

44. 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.

45. AMENDMENTS

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

46. 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.

47. 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.

48. 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.

49. ARBITRATION

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

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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 DATA SECURITY AND PROTECTION.

56. 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.

57. 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.

58. 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

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

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

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

59. 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.

60. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

61. 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.

62. 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 Exhibit B);
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 Exhibit C;
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, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit C).

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.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

63. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as

otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Dishonesty Bond/Crime Insurance – \$1,000,000 per occurrence.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

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

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

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

64. MATERIAL CHANGES

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO.22-DES-ITBLW-360

B I D F O R M

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

BIDS WILL BE OPENED AT 1:30 P.M., ON SEPTEMBER 16, 2021

FOR PROVIDING ON-CALL ELECTRICAL AND INSTRUMENTATION TECHNICAL SUPPORT SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

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

SUBMITTED BY:

(Legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL
ADDRESS:

THIS ENTITY IS INCORPORATED
IN:

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION ☐

LIMITED PARTNERSHIP ☐

GENERAL PARTNERSHIP ☐

UNINCORPORATED
ASSOCIATION ☐

LIMITED LIABILITY COMPANY ☐

SOLE PROPRIETORSHIP ☐

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

YES ☐ NO ☐

IDENTIFICATION NO. ISSUED TO THE ENTITY BY
THE SCC:

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

BID FORM, PAGE 2 OF 7

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

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

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

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

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS? YES ☐ NO ☐

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

IS YOUR FIRM PREQUALIFIED BY THE VIRGINIA DEPT. OF TRANSPORTATION? 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 ON THE [VENDOR REGISTRY WEBSITE](#).

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

BIDDER SUBMISSIONS AND ASSERTIONS:

RESUMES OF THE PROPOSED CONTRACT MANAGER, SUPERVISOR, ELECTRICIAN/JOURNEYMAN AND HELPER ASSIGNED TO THIS WORK, WHO HAVE THE REQUIREMENTS AS DESCRIBED IN THE SCOPE OF SERVICE. YES ☐ NO ☐

(ATTACH TO YOUR BID SUBMISSION)

COPY OF CLASS A OR CLASS B LICENSE YES ☐ NO ☐
(ATTACH TO YOUR BID SUBMISSION)

ISA CCST- II OR NETA-II OR HIGHER CERTIFICATION
(ATTACH TO YOUR BID SUBMISSION)

YES ☐ NO ☐

PRICING:

BIDDERS MUST ENTER PRICING IN US DOLLARS FOR EACH LINE HIGHLIGHTED IN BLUE BELOW. ITEMS LEFT BLANK, WILL BE DEEMED AS A NO-BID FOR THAT ITEM AND BIDDERS MAY BE DEEMED NON-RESPONSIVE.

PERSONNEL HOURLY LABOR RATES

HOURLY LABOR RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE (NOT COVERED UNDER THE PREVENTIVE MAINTENANCE SERVICES) INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, AND TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, AND MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES. **OVERTIME (OVER 8 HOURS OF CONSECUTIVE WORK) RATES SHALL BE TIME AND HALF OF REGULAR HOURLY RATES.**

POSITION	ESTIMATED HOURS	REGULAR HOURLY RATE	TOTAL (ESTIMATED HOURS MULTIPLIED BY REGULAR HOURLY RATE)
ISA Certified Control Systems Technician, Level II or InterNational Electrical Testing Association (NETA), level II or higher	1500	\$ _____	\$ _____
Electrician/Journeyman	1500	\$ _____	\$ _____
Helper	1500	\$ _____	\$ _____
TOTAL ESTIMATED COST OF PERSONNEL LABOR			\$ _____

EMERGENCY CONTACT

Provide phone numbers that are answered by a live person twenty-four (24) hours a day, seven (7) days a week:

Phone number: _____

Phone number: _____

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:

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: _____

BIDDER NAME: _____

REFERENCES

Bidders should provide three (3) references for similar services that have been provided by the Bidder within the past five (5) 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: _____

REFERENCE 2: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

REFERENCE 3: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

BIDDER NAME: _____

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

LIMITS (FIGURES DENOTE MINIMUMS)

- | | |
|--|--|
| <p><input checked="" type="checkbox"/> 1. Workers' Compensation.....</p> <p><input checked="" type="checkbox"/> 2. Employer's Liability.....</p> <p><input checked="" type="checkbox"/> 3. Commercial General Liability.....</p> <p><input checked="" type="checkbox"/> 4. Premises/Operations.....</p> <p><input checked="" type="checkbox"/> 5. Automobile Liability.....</p> <p><input checked="" type="checkbox"/> 6. Owned/Hired/Non-Owned Vehicles.....</p> <p><input checked="" type="checkbox"/> 7. Independent Contractors.....</p> <p><input checked="" type="checkbox"/> 8. Products Liability.....</p> <p><input checked="" type="checkbox"/> 9. Completed Operations.....</p> <p><input checked="" type="checkbox"/> 10. Contractual Liability (Must be shown on Certificate).....</p> <p><input type="checkbox"/> 11. Personal and Advertising Injury Liability.....</p> <p><input type="checkbox"/> 12. Umbrella/Excess Liability.....</p> <p><input type="checkbox"/> 13. Per Project Aggregate</p> <p><input type="checkbox"/> 14. Professional Liability</p> <p style="padding-left: 20px;"><input type="checkbox"/> a. Architects and Engineers.....</p> <p style="padding-left: 20px;"><input type="checkbox"/> b. Asbestos Removal Liability</p> <p style="padding-left: 20px;"><input type="checkbox"/> c. Medical Malpractice.....</p> <p style="padding-left: 20px;"><input type="checkbox"/> d. Medical Professional Liability.....</p> <p><input type="checkbox"/> 15. Miscellaneous E&O/ Professional Liability</p> <p><input type="checkbox"/> 16. Motor Carrier Act End. (MCS-90)</p> <p><input type="checkbox"/> 17. Motor Cargo Insurance</p> <p><input type="checkbox"/> 18. Garage Liability.....</p> <p><input type="checkbox"/> 19. Garagekeepers Liability.....</p> <p><input type="checkbox"/> 20. Inland Marine-Bailee's Insurance.....</p> <p><input type="checkbox"/> 21. Moving and Rigging Floater.....</p> <p><input checked="" type="checkbox"/> 22. Dishonesty Bond.....</p> <p><input type="checkbox"/> 23. Builder's Risk.....</p> <p><input type="checkbox"/> 24. XCU Coverage.....</p> <p><input type="checkbox"/> 25. USL&H.....</p> <p><input checked="" type="checkbox"/> 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent</p> <p><input checked="" type="checkbox"/> 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.</p> <p><input checked="" type="checkbox"/> 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.</p> <p><input checked="" type="checkbox"/> 29. Certificate of Insurance shall show Bid Number and Bid Title.</p> <p><input type="checkbox"/> 30. Environmental Impairment Liability, including coverage of on-site clean up.....</p> <p style="padding-left: 20px;">a. In addition to environmental impairment liability, if work requires clean up, remediation, and/or removal of bio-solids, bio-hazards waste, and any hazardous or toxic material via transportation request:</p> <p style="padding-left: 40px;"><input type="checkbox"/> Business Auto Liability</p> <p><input type="checkbox"/> 31. Cyber insurance.....</p> <p>32. OTHER INSURANCE REQUIRED: _____</p> | <p>Statutory limits of Virginia</p> <p>\$500,000/accident, \$500,000/disease, \$500,000/disease policy limit</p> <p>\$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate</p> <p>\$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate</p> <p>\$1 Million BI/PD each accident, Uninsured Motorist</p> <p>\$1 Million BI/PD each accident, Uninsured Motorist</p> <p>\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate</p> <p>\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate</p> <p>\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate</p> <p>\$1 Million each offense, \$1 Million annual aggregate</p> <p>\$1 Million Bodily Injury, Property Damage and Personal Injury</p> <p></p> <p></p> <p>\$1 Million per occurrence/claim</p> <p>\$2 Million per occurrence/claim</p> <p>\$1 Million per occurrence/claim</p> <p>\$1 Million per occurrence/claim</p> <p>\$1 Million per occurrence/claim</p> <p>\$1 Million BI/PD each accident, Uninsured Motorist</p> <p></p> <p>\$1 Million Bodily Injury, Property Damage per occurrence</p> <p>\$500,000 Comprehensive, \$500,000 Collision</p> <p>\$ _____</p> <p>Endorsement to CGL</p> <p>\$1,000,000</p> <p>Provide Coverage in the full amount of contract</p> <p>Endorsement to CGL</p> <p>Federal Statutory Limits</p> |
|--|--|

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: _____

EXHIBIT B

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 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

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 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

EXHIBIT C
LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: livingwage@arlingtonva.us

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on County owned, County controlled property, facilities owned, or leased and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-DES-ITBLW-360 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

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

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

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

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

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

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

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

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

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

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

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT D, continued

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 22-DES-ITBLW-360 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

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

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

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

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

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT E
ARLINGTON COUNTY
ENVIRONMENTAL SERVICES DEPARTMENT
WATER POLLUTION CONTROL BUREAU
STANDARD OPERATING PROCEDURES

Contractor Safety Standard

Effective Date: April 1, 2016

New/Last Revision: _____

Safety Specialist

Date:

Water Pollution Control Bureau

Approved By: _____

Thomas A. Broderick, Bureau Chief

Date:

Water Pollution Control Bureau (WPCB)

APPLICABILITY

WPCB facilities, a bureau of the Department of Environmental Services. This is a site-specific document written for use by the Water Pollution Control Bureau only.

Technical Writer

Jerry Contey, Safety Specialist, WPCB

Peter Ceo, Safety Specialist, WPCB

Gerges Abdou, Plant Planning & Reliability Supervisor, WPCB

Leesa Anderson, Plant Planning Specialist, WPCB

Beau Dodge, EMS Administrator, WPCB

I. PURPOSE

The purpose of this standard is to provide minimum guidelines and procedures that will be followed by all Contractors who perform work or contracted services at the Water Pollution Control Bureau (WPCB) facility and remote WPCB locations (herein after the WPCB facilities). The guidelines outlined in this standard are to ensure the protection and safety of service Contractors, construction Contractors, subcontractors, WPCB employees, county employees, citizens (i.e., any personnel on WPCB property), property, equipment, and anyone who might be affected by the service contracted or construction work being performed at the WPCB. The Contractor Safety Standard shall be provided to all service and construction Contractors in order to communicate and outline known hazards at the WPCB facilities and to provide information that outlines the WPCB's Safety and Environmental procedures in order to comply with the following standards: Occupational Safety and Health Administration/Virginia Occupational Safety and Health (OSHA/VOSH) Title 29 CFR 1910, Standards for General Industry; Title 29 CFR 1926, Standards for the Construction Industry; Federal, State and Local laws; applicable national consensus standards; and Arlington County policies and procedures.

II. SCOPE

This standard applies to all Contractors performing work and/or services at the WPCB facilities. This includes Contractors who through a written contract are performing work or services at the WPCB facilities, as well as Contractors working on construction projects (upgrade or expansion) at the WPCB, such as the Master Plan 2001 upgrade and expansion project. Contractors bear sole responsibility for the safety of his or her employees. The Contractor must take all steps necessary to establish, administer, and enforce safety rules that meet or exceed the minimum laws, standards and procedures outlined in Section I of this standard. Contractors are also responsible for ensuring that all of their subcontractors comply with the requirements outlined within this standard.

III. GENERAL OVERVIEW OF THE CONTRACTOR SAFETY STANDARD

A. HEALTH AND HUMAN FACTOR CONSIDERATION

Contractors must recognize the fact that their employees, as well as subcontractors, often resist following safety and health laws due to scheduling requirements, inconvenience, and discomfort sometimes associated with wearing Personal Protective Equipment, and the requirements for specialized equipment. All service Contractors are responsible for meeting the intent of this standard for the work in which they were hired to perform in conformance to Section 1 of this standard. Hazardous conditions or practices not covered in an OSHA or VOSH standard may be covered under Section 5(a)(1) or 5(a)(2) (General Duty clause) of the Occupational Safety and Health Act of 1970, which states, "Each employer shall furnish to each of his

employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees.”

B. MINIMUM STANDARD REQUIREMENTS

Listed below are the minimal requirements that will be followed by Contractors in conjunction with; Construction safety plans, where applicable, VOSH laws, County policies and procedures, State and Federal laws, as well as applicable National Consensus guidelines. All of the above will be followed in order to ensure that everyone (i.e., Contractors, sub-Contractors, facility employees, visitors, citizens on site, equipment, and property are protected from hazards). The main sections of the standard are listed below: 1) Written Contractor Program; (2) General Requirements; (3) Relationship with WPCB; (4) Designation of Competent Person(s); (5) Workplace Inspections; (6) Basic Safety Rules; (7) Safety permits and procedures; (8) Training requirements; (9) Facility Operations; (10) Housekeeping and Sanitation; (11); Maintenance and Inspection; (12) Storage; (13) Medical Services and First Aid; (14) Reporting Accidents and Incidents; (15) Environmental Issues; (16) Periodic review and Standard evaluation; and (17) Appendices #1–6: (Appendix #1 – General review of OSHA standards applicable to Contractors; Appendix #2 – Contractor Safety Checklist; Appendix #3 – Pre Job Contractor Safety Planning Checklist; Appendix #4 – Instructions for use of Appendix #3 & 4 – Checklists; Appendix #5 – Contact Telephone Numbers; and Appendix #6 – Facility Map of the WPCB).

IV. DEFINITIONS

Accident – An unplanned or unforeseen event that may or may not result in physical harm and/or property or equipment damage; any unplanned event which interrupts the normal progress of an activity and is proceeded by an unsafe act, unsafe condition or some combination thereof. An accident may be seen as resulting from a failure to identify a hazard or from some inadequacy in an existing system of hazard controls.

Annually – Time period not to exceed 365 days.

ANSI – American National Standards Institute.

Approved – Sanctioned, endorsed, accredited, certified or accepted as satisfactory by a duly constituted and nationally recognized authority or agency.

Authorized – A person approved or assigned by the employer to perform a specific type of duty or duties or to be at a specific location or locations at the jobsite.

Certified or Licensed – A person possessing a license or certification issued by a reputable authority attesting that the person has been trained and/or tested and is qualified to perform specific tasks or operate specific equipment.

Competent Person – This person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate or correct hazards.

Contractor – One who contracts to do work for another. This term is applicable to any person who enters into a contract, but is commonly reserved to designate one who, for a fixed price, undertakes to procure the performance of works or services on a large scale, or the furnishing of goods in large quantities, whether for the public, a company, or an individual. A Contractor is a person who, in pursuit of any independent business, undertakes to do a specific piece of work for another, using his/her own means and methods without submitting to their control in respect to all its details, and who renders service in the course of an independent occupation representing the will of his/her employer only as to the result of the work, and not as to the means of which it is accomplished.

Contractor Employee(s) – A person(s) employed by a Contractor.

Construction – Construction work means work for the creation of a structure, alteration, and/or repair including painting and decorating.

Construction Manager – The Construction Manager is responsible for the implementation of the construction project including all aspects of Contractor management and construction protocols.

Construction Program Management Company – The Construction Program Management Company is the person(s) or company contracted to represent WPCB and manage the facility upgrade and expansion projects conducted at the WPCB facilities and remote locations. They oversee the overall performance of the project including, but not limited to, budget, schedules, designer and Contractor management, work quality, safety and program communications.

Designated – Means selected or assigned by the employer or the employer's representative as being qualified to perform specific duties.

Designee – A designated or authorized person that has been given the responsibility for acting in another person's place in order to ensure that a task is performed.

D.O.T. – Department of Transportation (Federal agency).

Employee – The person taking direction from the employer. An individual who has an agreement to work for an employer and is compensated by that employer for his/her time and/or effort.

Employer – Employer for the purpose of this standard means Arlington County, Contractors or sub-Contractors working at the WPCB.

EMS – Emergency Management System.

Engineer Program Coordinator – The Water Pollution Control Bureau Engineer Program Coordinator is responsible for the coordination, contract administration and negotiations for facility upgrades and/or expansions.

General Contractor – General Contractor fits the description of a Contractor but has responsibility for the entire job or project.

Hazard Analysis /Evaluation – A review or evaluation by a person trained in hazard recognition to evaluate a work area. A Hazard Analysis is performed to identify hazardous conditions and gather data for the purpose of the elimination or control of the hazard.

Hazardous Atmosphere – An atmosphere that is poisonous, corrosive, oxidizing, irritating or otherwise harmful. The atmosphere is likely to cause injury or death.

Hazardous Substance – Any substance that has the potential of causing injury by reason of being explosive, flammable, toxic, corrosive, oxidizing, irritating or otherwise harmful to a person.

Imminent Danger – An impending or threatening situation that is dangerous with an outcome that could be expected to cause serious injury or death to persons in the immediate future unless corrective measures are taken.

Incident – An occurrence, happening or energy transfer that results from either positive or negative influencing events. An incident may be classified as an accident, mishap, or near miss, depending on the negative or positive outcome.

IDLH (Immediately Dangerous to Life and Health) – Any atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere.

Lift Stations – Pumping or flow metering stations that are located away or off-site from the main WPCB facility.

NIOSH – National Institute for Occupational Safety and Health.

OSHA – Occupational Safety and Health Administration.

PFAS – Personal Fall Protection System.

PPE – Personal Protective Equipment.

Qualified – A person by possession of a recognized degree, certificate or professional standing, or who by extensive knowledge, training and experience has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work or the project.

SDS – Safety Data Sheets.

Sub-Contractor(s) – A person(s) who meets the definition of a Contractor but is only responsible for a portion of the job.

Training – Prior to beginning work at the WPCB, all Contractors must be trained regarding all aspects of Contractor protection and applicable safety and health requirements according to Titles 29 CFR 1910 or 29 CFR 1926, and applicable national consensus standards relevant to the type of work being performed. (Note the section of this Contractor Safety Standards entitled “Training”).

VOSH – Virginia Department of Labor and Industry (Virginia Occupational Safety and Health Compliance Program).

WPCB – Water Pollution Control Bureau (i.e., facility, lift stations and other remote locations belonging to WPCB facility).

V. RESPONSIBILITIES

The following responsibilities are assigned to make sure that both management and employees are involved in the Contractor safety process. Managers and employees are encouraged to become familiar with their responsibilities, as they will be held accountable for this standard as well as for reporting Contractors who fail to comply with this standard.

A. RESPONSIBILITIES OF THE BUREAU CHIEF

1. Take the necessary actions to ensure that a Contractor Safety Standard is established and maintained for the Bureau. Support managers and supervisors with resolving problem areas as they pertain to this standard.
2. Make sure that training regarding this Standard is established for all employees to include Contractor hazards and the contents of this standard. Additional training will be provided for those who are required to work directly with Contractors.
3. Support managers and supervisors through the budgetary and staffing process such that the contents of this standard are implemented and maintained in order to ensure the health and safety of Water Pollution Control Bureau employees as well as Contractor employees while contracted services are being performed at the WPCB facility.
4. Shall require that managers, supervisors and crew leaders, or their designees(s) implement, adhere to, enforce, and comply with this policy, and report unsafe acts and conditions to the appropriate authorities including the Safety Specialist and WPCB Bureau Chief.

5. Make best efforts to ensure that all contract documents for contracted or construction services contain the necessary information concerning safety, health, and environmental requirements that comply with all aspects of this standard.
6. Make best efforts to ensure that violations of this standard are addressed in a timely manner when Contractors or their employees fail to adhere to policies, laws, and standards outlined within this document.
7. Make best efforts to coordinate with the Arlington County Purchasing agent to ensure that the appropriate contract language is included in contract documentation to ensure Contractor compliance.
8. Makes best efforts to implement, adhere to, enforce, and comply with this standard, and take the necessary acts to address all unsafe acts, conditions, and violations of this standard.

B. RESPONSIBILITIES OF SAFETY SPECIALIST

1. Assist WPCB management to ensure that a written Contractor Safety Standard is implemented and periodically maintained.
2. Provide support and safety expertise to designated WPCB project employees assigned to Contractor or construction projects to ensure the health and safety of all employees at all WPCB locations.
3. Periodically ensure that the Contractor Safety Standard complies with applicable Arlington County policies, County, State, and Federal laws, as well as applicable National Consensus Guidelines.
4. Develop training that includes all aspects of the Contractor Safety Standard. Awareness training will be provided to all WPCB employees and additional training provided for those required to work with Contractors as a part of their job function. The Safety Specialist will coordinate, with the appropriate WPCB person who is in responsible charge of the Contractor in order to ensure that Contractors are aware and adhere to appropriate safety training requirements outlined within this standard. Contractor employee safety training is the sole responsibility of the Contractor and must be conducted prior to work beginning at the WPCB facility.
5. Ensure that a hazard analysis of work areas is performed upon request to ensure that known facility hazards are identified prior to the beginning of Contractor service or work. Communication of this information will be via the person in responsible charge of the Contractor.

6. Ensure that the Contractor Safety Checklist completed by service and construction Contractors is reviewed and that necessary steps are taken to ensure compliance with the WPCB Contractor Safety Standard.
7. Ensure that the Contractor Safety Standard is monitored and that a periodic Standard review is conducted to ensure compliance.
8. Periodically monitor for any changes of County, State, or Federal laws, and applicable national consensus standards that might require subsequent changes to this Contractor Safety Standard. Make sure that any updates or changes are made in a timely manner after the periodic review and communicated to the appropriate employees.
9. Shall inform the Bureau Chief in a timely manner of any violations of this policy of which the Safety Specialist has been made aware.
10. Shall include a review of this policy in all training provided to employees in the New Employee Orientation training.

C. RESPONSIBILITIES OF THE OPERATIONS/MAINTENANCE MANAGERS

1. Ensure that WPCB employees performing job duties requiring them to work with Contractors as a part of their job are identified to the Safety Specialist.
2. Ensure that employees within their sections adhere to all aspects of the Contractor Safety Standard.
3. Ensure that all safety concerns surrounding Contractors are promptly resolved or referred to the Safety Specialist or designee for review and resolution.
4. Ensure that any accidents, exposures, or concerns that are communicated to them by employees are reported immediately or within 24 hours to the Safety Specialist or designee, so that the appropriate steps such as inspections or hazard analysis can be conducted immediately in order to resolve concerns. In the event that the Safety Specialist is not available, the designee will up channel the report to the WPCB Chief and brief the Safety Specialist as soon as possible.
5. Shall be responsible for taking all action necessary to implement and enforce this policy.
6. Shall budget adequate funding for the implementation and maintenance of this policy.

D. RESPONSIBILITIES OF SUPERVISORS

1. Make sure that employees comply with all aspects of this standard.
2. Ensure that any changes in the workplace due to contracted services that might pose a health or safety hazard to Contractors or employees are reported to the appropriate Manager, Safety Specialist, or designee immediately for proper evaluation and resolution.
3. Report problem areas immediately to the appropriate Manager, Safety Specialist, or designee for prompt inspection or resolution prior to allowing employee(s) to enter areas where Contractors are working.
4. Ensure that employees comply with all signs, barricades, or warnings implemented by Contractors to ensure site safety.
5. Monitor and periodically access Contractors to ensure compliance with this standard and report any violations to the appropriate Manager, Safety Specialist, or designee immediately.
6. Monitor and periodically assess the safe use of Contractor equipment by Contractor employees while they are working in areas that are under their supervision.
7. Ensure that WPCB employees do not provide WPCB equipment to Contractors for use under any circumstances, other than emergency equipment such as eyewash facilities, AEDs, and first aid supplies - and only in the event of an emergency.
8. Ensure that Contractors return work areas to a safe condition upon completion of contracted services before leaving the WPCB work site.

E. RESPONSIBILITY OF WPCB RELIABILITY ENGINEER, PLANNERS/OR DESIGNEE/ENGINEERING PROGRAM COORDINATOR/PROGRAM MANAGERS OR OTHER WPCB EMPLOYEES REQUIRING CONTRACTED SERVICES

1. Ensure that all work is planned, looking at the safety-related aspects of the job. Ensure that the hazards associated with the work that is to be performed are outlined and communicated to the Contractor before the work is started.
2. Ensure that Contractors working on jobs are aware that they have responsibility for complying with all aspects of this standard.
3. Ensure that any changes in the workplace due to contracted services that might pose a safety hazard to Contractors or employees are reported to the appropriate

Manager, Safety Specialist, or designee immediately for proper evaluation and resolution.

4. Report problem areas immediately to the Manager, Safety Specialist, or designee for prompt inspection or resolution prior to allowing employees to enter areas where Contractors are working.
5. Ensure that facility employees comply with all signs, barricades, or warnings implemented by Contractors to ensure site safety during contracted services or construction.
6. Monitor and periodically assess Contractors to ensure that they are not violating this standard, and report any violations to the appropriate Manager, Safety Specialist, designee, or WPCB point of contact immediately. In the event that the Safety Specialist is not available, the designee will up channel the report of all accidents, exposures or concerns to the WPCB Chief, and brief the Safety Specialist as soon as possible.
7. Monitor and periodically assess the safe use of Contractor equipment by Contractor employees while they are working in areas on projects that they oversee.
8. Ensure that WPCB personnel do not provide WPCB equipment to Contractors for use under any circumstances other than emergency eyewash facilities, AEDs, and first aid supplies - and only in the event of an emergency.
9. Ensure that Contractors maintain housekeeping in such a way as to not pose hazards to facility employees and others.
10. Ensure that Contractors return work area to a safe condition upon completion of work before leaving the WPCB work site.
11. Ensure that safety-related paperwork generated by the Contractor is turned in to the safety office in a timely manner for record keeping purposes.
12. Report all instances, which you have been made aware of, concerning the Contractor(s) failure to comply with this standard immediately to the appropriate Construction Management, Safety Specialist, or designee for prompt inspection or resolution.
13. Make best efforts to ensure that issues concerning safety and health are addressed in a timely manner between the WPCB Safety Specialist and the designated construction safety employees.

F. RESPONSIBILITIES OF ENGINEER PROGRAM COORDINATOR OR DESIGNEE

1. Make best efforts to coordinate contract administration, negotiations, and communications regarding the contract to facility employees to ensure the safety of all employees throughout the construction project.
2. Make best efforts to ensure that all construction contract language and documents contain the necessary information concerning safety, health, and environmental requirements that comply with all aspects of this standard.

G. RESPONSIBILITIES OF ALL EMPLOYEES

1. Adhere to all signs, warnings, and barricades implemented by the Contractor to ensure facility safety.
2. Ensure that any changes in the facility that occur as a result of, or during work being performed by Contractors that might pose a hazard to anyone is reported to his/her Supervisor immediately for proper evaluation and resolution.
3. Report all observations of Contractor unsafe acts or conditions immediately to his/her Supervisor for prompt resolution.
4. Report any observations of Contractor unsafe use of equipment, equipment malfunction, need for equipment repair, damage, or replacement needs to the supervisor for proper resolution.
5. Do not under any circumstances provide Contractors tools or equipment belonging to the WPCB other than emergency equipment such as eyewash facilities, AEDs, and first aid supplies - and only in the event of an emergency. Report any request for these items immediately to the WPCB Supervisor.
6. Attend scheduled Contractor training as required by WPCB management.

VI. REQUIREMENTS

A. MINIMUM REQUIREMENTS

- 1.) Written Contractor Safety Standard – The WPCB will implement, maintain, review, and update a written Contractor Safety Standard that provides guidance designed to protect workers from known hazards that have been identified in the workplace. Companies who perform contracted work and/or services within the WPCB facility or offsite locations will

adhere to the contents of this Standard, as well as all applicable national consensus standards listed in Section I of this standard.

- 2.) Contractor General Requirements – Contractors shall be subject to the OSHA/VOSH provisions outlined in the Contractor Safety Standard which has been prepared for the protection and safety of WPCB employees, other Contractors, property, and anyone who may be affected by work being performed. Contractor work can potentially affect the safety of all employees and property, and for this reason the Contractor Safety Standard shall be provided to all Contractors working at the WPCB. Due to the wide variety of services that Contractors and construction companies could provide while working at the WPCB, it is not feasible to outline every applicable law, standard, and work practice in this document. Contractors bear sole responsibility for the safety of their employees. Contractors must take all steps necessary to establish, administer, and enforce health and safety rules and regulations that meet or exceed the following regulatory requirements: VOSH (Virginia Occupational Safety and Health); OSHA (Occupational Safety and Health Administrator); DEQ (Virginia Department of Environmental Quality); Virginia Workers' Compensation Commission; all Local, State, and Federal laws; and applicable national consensus Safety and Environmental standards. Contractors are expected to take all steps necessary to establish, administer, and enforce safety rules that meet or exceed the regulatory requirements listed above. Hazardous conditions or practices not outlined in a specific VOSH or PSHA standard may be covered under section 5(a)(1), 5(a)(2) (i.e., the General Duty clause of the Occupational Safety and Health Act of 1970 which states that, "Each employer shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees.") Contractors bear sole responsibility for communication and safety-related information and requirements to sub-Contractors working under their direction. Contractors shall ensure that their sub-Contractors comply with the requirements outlined herein.
- 3.) Relationship with WPCB – All agencies, firms, or companies conducting work at the WPCB facility must comply with the requirements of this standard. Contractors shall adhere to all safety requirements outlined in purchasing documentation. The agency, firm, or company shall maintain appropriate insurance - including general liability, auto liability, and Worker's Compensation insurance. Verification of insurance shall be sent to the Arlington County Purchasing Agent prior to the start of work. The Arlington County purchasing agent can be reached at 703-228-3410.
- 4.) Designation of Competent Person – The designation of a competent person will be required when the job consists of work that meets the definition of construction as outlined in 29 CFR 1926. The selection of a Competent Person will be made in accordance with the requirements outlined in 29 CFR 1926.32. The competent person must have the

ability and authority to address and remedy hazards that are identified in a timely manner.

- 5.) Workplace inspections – An assessment of all areas and types of equipment currently being utilized for contracted services is ongoing and may be conducted while the Contractor is working on site. The duration of inspections will depend upon the type of work being performed, the hazards associated with the work, and the amount of time that the Contractor will be working at the WPCB. Inspections may be conducted upon request when non-compliance to this standard is demonstrated, or upon request by any affected employee. The purpose of this assessment will be to identify possible Contractor hazards that might exist in the workplace. The hazard analysis must be conducted by a person trained to recognize hazards and must be documented. The hazard analysis must adequately access the potential for the use of Administrative or Engineering controls and must be conducted prior to recommendations being made for the use of Contractor protection. Contractors must be notified of deficiencies immediately.
- 6.) Basic Safety Rules – An employee of a contractor may be temporarily or permanently removed from the WPCB for the following reasons:
- Possession or use of alcoholic beverages or related drugs not prescribed by a physician
 - Being under the influence of prescribed or non-prescribed medications that could influence behavior or equipment operation
 - Not using appropriate PFAS (Personal Fall Protection System)
 - Failure to wear the appropriate PPE. The following PPE (Personal Protective Equipment) is required at all times on the WPCB site:
 - Hard Hat
 - Safety Toe Footwear
 - Safety Glasses with Side Shields

Note: In addition, Construction Contractor employees will also be required to wear:

- Long Pants
- Shirts that cover the shoulders
- Reflective Vest

A hazard assessment may indicate the need for additional PPE. All designated PPE must be worn by Contractors and their employees.

- Fighting or horseplay
 - Possession of explosives, firearms, ammunition, or other weapons
 - Deliberate violation of safety or security rules
 - Ignoring “Danger,” “Caution,” or other safety-related signs or barricades
 - Unauthorized removal or destruction of a safety barricade, guardrails, warning signs, fall protection, or other warning devices intended to protect WPCB employees, property, or others on the WPCB site.
 - Illegal dumping, handling or disposal of hazardous chemicals or materials
 - Destruction or removal, without written permission of any property belonging to WPCB, WPCB employees, or other Contractors or their employees
 - Intimidating, threatening, harassing, impeding, or interfering with an inspector, police officer, security officer, WPCB employee, VOSH Compliance Officer, state or federal employee, or designated representative of any of these agencies
 - Using emergency exits other than for emergencies
 - Misuse of fire prevention and protection equipment
 - Not maintaining an orderly and clean work area
 - Violating any Arlington County policy, Local, State, or Federal safety and environmental law
 - Operation of equipment or vehicles without mandated State license, endorsements, or equipment-specific training
 - Failure to notify Miss Utility of Virginia and keeping tickets current. Miss Utility of Virginia can be reached at 1-800-552-7001.
- 7.) Safety Permits and Procedures – There are no operations that Contractors or subcontractors might perform that could represent a hazard to their employees, WPCB employees, and others at the facility. Approval must be obtained through the WPCB Safety Specialist or designee, Shift Supervisor, EMS Administrator, Contract Administrator, WPCB Planners, or other WPCB designated points of contact before the following work is to begin:
- Working on fire protection/detection systems

- All hot work including, but not limited to burning, welding, cutting, or soldering requires a hot permit
- Working on electrical, steam, chilled water systems, chemical systems and piping, chemical storage containers
- Working on or near energized systems
- Working on or moving emergency equipment (fire extinguishers, first aid kits, etc.) provided by WPCB
- Installing a temporary electrical service or system
- Working with hazardous chemicals (including solvents, paints, pesticides, and herbicides)
- Generating Hazardous Waste (such as waste oil)
- Using powder-actuated tools
- Using a gas, diesel, or LP (propane) powered engine indoors
- Operating a powered vehicle or self-propelled work platform
- Excavating/trenching
- Using radioactive source or conducting field radiography (x-ray)
- Working with asbestos-containing materials
- Working with lead-containing materials
- Working with Silica containing materials
- Working on security systems
- Working with compressed air/gases
- Using a laser
- Working on a fume hood
- Working on a solvent storage cabinet
- Working on heating, ventilation, or air conditioning systems
- Working on a roof

- Lifting or hoisting with cranes, derricks, hoists or helicopter (Note - construction project may require a "Critical Lift Plan" before work begins)
 - Performing blasting operations
 - Confined Space Entry
 - Working in close proximity to basins, tanks, and any other space containing large amounts of liquid
 - Any work that involves a discharge or potential discharge to the storm sewer system (i.e., hydrant flushing, coil cleaning, etc.)
- 8.) Training Requirements – All contractors, subcontractors and their employees must be trained, according to OSHA and VOSH requirements, in general safety relative to the jobs that they are expected to perform while working at the WPCB. This training must be conducted and documented prior to employees beginning work at the WPCB facility. Training regarding specific hazards must be provided to anyone working at the WPCB facility prior to the beginning of work on site. Anyone required to operate specialized equipment must be certified to do so. Specialized equipment includes, but is not limited to, all heavy equipment such as cranes, scrapers, bulldozers, track machines, front end loaders, Bobcats, fork trucks, stinger cranes, and backhoes. A copy of the training certification must be current and available upon request by WPCB management or designee. Contractors working during a construction project at the WPCB must conduct the above safety training as well as any additional instruction that is defined in the training portion of the Contractor specifications or documentations. The use of any machinery, tool or equipment by a person who has not been trained in accordance with applicable requirements of the VOSH (Virginia Occupational Safety and Health) or OSHA (Occupational Safety and Health Administration) is prohibited.
- 9.) Facility Operations – Care must be observed to not disrupt facility operations or cause conditions that could violate the WPCB Department of Environmental Quality Virginia Pollution Discharge Elimination System permit. The following rules apply for working on any system that impacts the operation of the facility:
- Only trained WPCB Operations employees may shut down, start up, or adjust equipment and facilities that impact the operation of the facility.
 - Contractors must notify the WPCB supervisor or designated persons and must coordinate with appropriate WPCB Operations employees in advance of the need for shutdowns and startups of any facility system.

- Lock Out and Tag Out of facility systems must be coordinated with the WPCB supervisor or designated Operations employees
 - The attachment and disconnection of Backflow Prevention devices must be authorized and coordinated with the WPCB Supervisor or designated Operations employees
 - Contractors must notify the WPCB Supervisor or designee of suspected or actual hazardous materials or substances observed or discovered in the course and scope of their work
- 10.) Housekeeping and Sanitation – Contractors must maintain good housekeeping while working on WPCB facilities at all times. Poor housekeeping at a jobsite may lead to increased potential for safety hazards and an increased incidence of accidents and chemical spills. Contractors are expected to comply with 29 CFR 1926.25, and must:
- Keep all work areas neat, clean, orderly, and free of excess trash and debris
 - Keep form and scrap lumber with protruding nails and all other debris clear from work areas
 - Combustible scrap and debris shall be removed on a regular basis to prevent safety and fire hazards from occurring
 - Containers shall be provided for collection and separation of all refuse. If the Contractor is utilizing the Arlington Water Pollution Control Plant waste conveyance system per the Contract, the Contractor shall provide appropriate separate waste containers to segregate the refuse into the following categories: metals, glass, plastic, clean paper, and other non-hazardous materials. No hazardous materials will be disposed of via the Arlington Water Pollution Control Plant waste conveyance system by the Contractor.
 - Containers that comply with OSHA/VOSH standards shall be provided and used for flammable or harmful substances. Containers must be properly labeled.
 - Wastes shall be disposed of at frequent intervals to prevent safety and fire hazards from occurring
 - Lay down/Staging areas shall be orderly and free from tripping hazards
 - Impeding access to walkways, stairs, driveways, or roadways can only be done with the permission of the Safety Specialist and the WPCB Bureau Chief or designee. Fire exits cannot be impeded or blocked under any circumstances.

- The Contractor shall provide adequate water and sanitation facilities for Contractor employees during major construction. These provisions will be outlined in the construction contract. Service Contractors will be permitted to utilize water and sanitation facilities within WPCB facilities.
- 11.) Maintenance and Inspection – All Contractor employees required to wear or use safety equipment must conduct visual inspections prior to the wear or use of the equipment. The purpose of this inspection is to identify the need for repairs of faults/damage that could hamper or impair the use of the equipment or cause accidents. The employee is responsible to report maintenance and repair concerns to their supervisor immediately. Equipment must be immediately replaced with the same make, model and size, or equivalent equipment. The employee will not wear or use equipment that they identify during the inspection process as needing repair or being unsafe.
 - 12.) Storage of equipment – Contractor equipment must be stored in such a way as to ensure that it remains clean and ready for use when needed. It should also be stored in such a way as to not cause an unsafe condition and to ensure that no one else is able to use or misuse the equipment. Lay down areas must be kept neat and items that must be stacked and stored must be stored at a minimum of 12” off the ground.
 - 13.) Medical Services and First Aid – All Contractors performing work at the WPCB are to ensure that Medical and First Aid Services are available to their employees in the event that their employee(s) are involved in an accident. All aspects of Section 17, Appendix 1 – Item 17.11 must be followed.
 - 14.) Reporting Accident and Incidents – Contractors must report all accidents and incidents that have caused, or have the potential to cause injury, illness, property loss or damage to the appropriate WPCB personnel immediately or within 24 hours according to Section 17, Appendix 1 – Item 17.28.
 - 15.) Environmental Issues – All applicable Environmental regulations and standards must be followed while work is being performed at the WPCB facilities. All spills must be reported immediately to the WPCB Supervisor, EMS Administrator, Safety Specialist, or WPCB designee. Clean up and disposal of hazardous waste must be coordinated with one of the WPCB employees listed above.
 - 16.) Periodic Standard Review and Evaluation – The Safety Specialist or WPCB designee will review the requirements of this standard periodically and when changes occur that might impact the current Standard. Any changes in the Standard will be identified and communicated to all employees who are impacted by this Standard within the Bureau.

B. APPENDICES TO STANDARD (1–6)

Appendix #1 Section 17 Pages: 21–45

General Review of OSHA standard applicable to Contractors

Appendix #2 Pages: 46–52

Contractor Safety Checklist

Appendix #3 Page: 53

Pre-Job Contractor Safety Planning Checklist

Appendix #4 Page: 55

Instructions for the use of Appendices #2 & 3

Appendix #5 Page: 56

Contact Telephone Numbers

Appendix #6 Page: 58

WPCB Facility Map

VII. WORKPLACE HAZARD ASSESSMENT

A workplace hazard assessment is a qualitative evaluation of potential hazards in all elements of a system (i.e. employees, equipment, and facilities). For the purpose of this standard an assessment will be conducted with a focus on potential Contractor hazards. The results of these assessments will be used to recommend Administrative and Engineering Controls first. In the event that these controls will not adequately reduce facility hazards, recommendations by Contractors for their staff will be required to supply and enforce the use of PPE that provides adequate protection against the hazards to which their employees will be exposed.

VIII. HAZARD PREVENTION AND CONTROL

Every effort will be made to prevent and control Contractor hazards by the use of Administrative and Engineering controls. Guidance from other VOSH standards including, but not limited to, Hazard Communication, Confined Space, the Control of Hazardous Energy, and various equipment standards will also be used to assist in this process. However, the controls utilized must minimize and reduce identified hazards to acceptable levels as noted in OSHA/VOSHA, NIOSH, ACGIH and other applicable national consensus standards. The WPCB will inform the Contractor of known hazards in work areas without the hazards generated by the performance of the task(s). The Contractor will determine the additional hazards in work areas based on the performance of the task(s).

IX. RECORDKEEPING

Recordkeeping for all aspects of the Contractor Safety Standard shall be maintained by the Safety Specialist or WPCB designee. Records will include the following:

- Completed – Contractor Safety Checklist by companies
- Completed – Contractor Safety Planning Checklist
- Completed – Contractors Confined Space Permits
- Documentation of all onsite Contractor accidents
- List of Contractors, subs, consultants, etc., who are anticipated to be working onsite (needs to be submitted prior to Contractor proceeding with work)
- Safety Data Sheets for chemicals used by Contractors (needs to be submitted prior to proceeding with work)

These records will be maintained in accordance with OSHA/VOSHA recordkeeping requirements.

The above-noted information must be provided to the Safety Specialist or WPCB designee prior to or immediately after completion of the work element.

X. SOURCES INFORMATION FOR STANDARD

- Local, State, and Federal Environmental Regulations
- Local, State, and Federal Occupational Safety laws including OSHA/VOSH –
- Title 29 CFR 1910 and 1926
- Applicable national consensus standards

SECTION 17 APPENDIX 1 SAFETY STANDARD SUMMARY

17.1 – Flammable and Combustible Liquids

- Flammable and combustible liquids shall only be stored in accordance with OSHA 29 CFR 1910.106. Flammable and combustible liquids must be stored in approved and labeled containers.
- Flammable and combustible liquids must only be stored in appropriate quantities for the job site use.
- Plastic gasoline cans are not allowed on site.
- Containers must meet all qualifications listed in OSHA 29 CFR 1910.106.
- Conspicuous and legible signs prohibiting smoking shall be posted in service and refueling areas as well as where large amounts of flammable materials are stored.
- Flammable liquids shall be dispensed through grounded and bonded containers.
- Flammable and combustible liquids must have appropriate containment.
- Flammable and combustible liquids cannot be stored near doors that would be used for emergency exits or in egress areas.
- Storage locations shall have at least one approved portable fire extinguisher that is appropriate for the materials that are being stored and any other flammable materials or ignition sources that are present in the storage area.

17.2 – Liquefied Petroleum Gas (LP Gas)

- Storage of LP Gas within buildings is prohibited.
- Each system shall have containers, valves, connectors, manifold valve assemblies, and regulators of an approved type.
- All cylinders shall meet DOT (Department of Transportation) specifications.
- Every container and vaporizer shall be provided with one or more approved safety relief valves or devices.
- Containers shall be placed upright on firm foundations or otherwise firmly secured.
- Portable heaters shall be equipped with an approved automatic device to shut off the flow of gas in the event of flame failure.
- Storage locations shall have at least one approved portable fire extinguisher.

17.3 – Compressed Air Tools

Must comply with 29 CFR 1910.179

- Pneumatic power tools shall be secured to the hose or whip in a positive manner to prevent accidental disconnection.
- Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- The manufacturer's safe operating pressure for all fittings shall not be exceeded.
- All hoses exceeding 1/2- inch diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.
- Damaged hoses shall not be used and must be removed from service immediately.

17.4 – Compressed Air

- Compressed air used for cleaning purposes must be less than 30 P.S.I.
- Compressed air for cleaning will only be used with effective chip guarding and personal protective equipment.
- Compressed air is NOT to be used on any individual for cleaning, dusting off clothing, or any other purpose.

17.5 – Compressed Gas Cylinders

Compressed gases can pose a severe hazard. Contractors must take the following measures for their protection and the protection of others:

- Valve protection caps must be in place when compressed gas cylinders are transported, moved, or stored.
- Close cylinder valves and replace valve protection caps when work is complete and when cylinders are empty or moved.
- Secure compressed gas cylinders in an upright position in a welding cart or to a solid object (using chains, straps, or a rigid retaining bar).
- Secure compressed gas cylinders on an approved carrier in an upright position while being transported. Cylinders shall only be moved with suitable hand truck, forklift truck, cylinder pallet system or by vehicles that are in compliance with D.O.T., OSHA/VOSH standards. The cylinders must be secured to the device or vehicle in such a way as to guard against dropping or permitting containers to violently strike against each other or other surfaces. Personnel

who handle containers must be trained in the safe handling and storage of compressed gasses in containers.

- Keep cylinders at a safe distance or shielded from welding or cutting operations.
- Do not place cylinders where they can contact an electrical circuit. Do not hang welding leads or electrical cords from cylinders.
- Keep oxygen and flammable gas regulators in proper working order and a wrench in position on the acetylene valve when in use.
- Oxygen and flammable gas cylinders in storage must be separated by 20 feet or a 5 foot high fireproof barrier having a fire-resistance rating of at least one-half hour. Cylinder storage is addressed in 1910.253 (b)(2)(iv) for General Industry and 1926.253 (b)(4) for Construction. Keep cylinders a safe distance from any heat, flame, and/or spark producing activities.
- If a leak develops in a cylinder and it cannot be immediately corrected, move the cylinder to a safe location outdoors. Away from sources of ignition, fuel, and oxidizers and slowly empty. This must be done a safe distance away from flammable or combustible materials, confined spaces, and ignition sources. Contractor shall follow all manufacturer recommended procedures for handling leaking cylinders.
- Use only approved spark igniters to light torches. Matches or cigarette lighters are strictly prohibited.
- Cylinders must not be taken into or stored in confined spaces, including gang boxes and office/storage trailers.
- Store hoses and regulators according to OSHA, VOSH, and applicable National Consensus Guidelines.
- Contractor shall properly store and secure all cylinders according to OSHA, VOSH, and applicable National Consensus Guidelines in order to prevent unauthorized personnel from accessing the cylinders. In addition, the partially filled or empty cylinders that will not be utilized within 24 hours must be removed from the job site.

17.6 – Control of Fugitive Emissions

The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to nuisance dust, chemical odors, vapors, gases, and hazardous materials (such as lead dust or asbestos).

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA or VDLI, the Contractor shall take all reasonable steps to maintain exposures below the PEL. Contractor employees, WPCB employees and the public must be protected from exposure to product or

material. Where products or materials may cause exposure, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, prior to, during, and after the start of work and whenever there is a change in procedure, process, or chemical or material used. If exposures cannot be maintained below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized employees only who have been provided the required PPE for the operation. Safety Specialist or designee shall be notified if the potential exists for the PEL to be exceeded.

17.7 – Pest Control

The Contractor shall not use any insecticide/pesticide products on WPCB facilities unless such activities are part of contracted work, workers are specifically trained and licensed to use/apply the product and prior approval for use has been obtained from the WPCB EMS administrator, Safety Specialist/designee, and the Operations Manager/designee (all three are required). The Pest Control Contractor shall provide a copy of the SDS for any chemicals to be used for Pest Control at the WPCB. Care shall be taken by the Contractor to ensure that no persons are exposed to insecticide/pesticide products while pest control work is being performed at WPCB facilities. Contractors must notify the WPCB designated contact person, designee or the Shift Supervisor immediately when his/her employees see evidence of cockroaches, rats, mice, ants or other pests during the course of their work. Contractors must ensure that they perform their on-site operations in a manner that minimizes the potential for pest and insect infestation including, but not limited to, potential, maintaining housekeeping on the project site, utilizing rodent-proof trash receptacles and securing door/window/wall penetrations and other access points. In addition, the Contractor shall take all necessary measures to prevent the insecticide/pesticide from entering the process streams in the WPCB facilities unless the process stream is the prior determined target for the application of the insecticide/pesticide. Also, the Contractor shall take all necessary measures to prevent the insecticide/pesticide from entering the storm drainage system and the receiving waters.

17.7 – Herbicides

The Contractor shall not use any herbicide products on WPCB facilities unless such activities are part of contracted work, workers are specifically trained and licensed to use/apply the product, and prior approval for use of the product has been obtained from the WPCB EMS administrator, Safety Specialist/designee, and the Operations manager/designee (all three are required). The Herbicide Control Contractor shall provide a copy of the SDS for any chemicals to be used for plant control at the WPCB. Care shall be taken by the Contractor to ensure that no persons are exposed to herbicide products while plant control work is being performed at WPCB facilities. In addition, the Contractor shall take all necessary measures to prevent the herbicide from entering the process streams in the WPCB facilities unless the process stream is the prior determined target for the application of the herbicide. Also, the Contractor shall take all necessary measures to prevent the herbicide from entering the storm drainage system and the receiving waters.

17.8 – Air Emissions

Contractors must ensure compliance with all applicable local, state, and federal air emissions regulations pertaining to the operations of their on-site equipment.

17.9 – Combustion Units

Combustion units include, but are not limited to, boilers, heaters, emergency generators and kilns. All Contractors must immediately report the following to the WPCB designated contact person, designee or the Shift Supervisor.

- Any installation, maintenance or repairs to a combustion unit that could result in a change in maximum heat input valve or overall emissions (e.g., burner replacement or fuel conversions)
- Any conditions discovered which could have resulted in an increase on air pollutant emissions.
- Prior to beginning work on any combustion unit, the Contractor must notify the WPCB designated contact person

17.10 – CFC-Containing Unit

CFC containing units include those containing any ozone depleting refrigerants including, but not limited to, Chloro-fluorocarbons (CFC), Hydro chloro-fluorocarbons (HCFC) and Halon. Contractors shall immediately notify the WPCB designated contact person, designee or the Shift Supervisor whenever they become aware of any unintentional or intentional release of CFC's above de-minims levels as established by EPA regulations. The intentional release of CFC's and Halon is prohibited.

Contractors must immediately notify and provide documentation to the WPCB designated contact person, designee or the Shift Supervisor whenever:

A leak rate equals or exceeds the limits established in 40 CFR part 82, OSHA, VOSH, General Consensus Guidelines, or other applicable laws and/or regulations.

Contractors must provide the following documentation to the WPCB designated contact person, designee or the Safety Specialist:

- EPA certifications for any re-claimers to which CFC products evacuated from WPCB systems are to be sent.
- Certifications for any CFC recycle/recovery equipment to be use for WPCB.
- Technician Certifications

- Service records for all units containing greater than 50 pounds of refrigerant. Records must include the date and type of service and the type and quantity of refrigerant added.

17.11 – Medical Services and First Aid

- A person(s) employed by the Contractor who is trained to render First Aid and CPR must be on site or, in the absence of an infirmary or onsite medical employees, a clinic or hospital in near proximity to the facility must be designated for treatment of injuries sustained by Contractor employees.
- Adequate first aid supplies, based on information contained within American National Standard (ANSI) Z308.1.1998 “Minimum Requirements for Workplace First-aid Kits”, are to be provided by the Contractor for their employees.
- Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use. WPCB has emergency showers located throughout the facility that the Contractor is permitted to use in emergencies. The Contractor and the WPCB shall verify, together at the same time, that the emergency showers and eyewashes are properly operational prior to beginning work.
- WPCB has 6 AED’s, Phillips Heart Start defibrillators, located on site. Contractors must contact the WPCB Shift Supervisor or Safety Specialist/designee immediately if ones of these units is needed or activated.

17.12 – Hand and Power Tools

- Electric power operated tools shall either be approved double-insulated, or be properly grounded, and used with ground fault circuit interrupters when used in damp or wet areas.
- Only authorized and properly trained employees shall use power tools.
- Powder actuated tools must only be used by trained operators and warning signs posted in all areas affected by the noise of the nail gun.
- Wrenches shall not be used when the jaws are sprung to the point slippage occurs.
- Impact tools shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

17.13 – Confined Spaces

ALL CONFINED SPACES IN THE WPCB FACILITY ARE ‘PERMIT REQUIRED’

The Contractor has responsibility to implement and maintain its own Confined Space Entry Program, including a written program, and a provision for emergency rescue. The Contractor can designate rescue to be done by the Arlington County Fire and Rescue Department prior to beginning work. The Arlington County Fire and Rescue Department can be contacted by dialing 911 and requesting Technical Rescue. The Contractor shall perform confined space entry in accordance with the OSHA 29 CFR 1926.20 and/or 1910.146 as applicable and Virginia Department of Labor and Industry (VDLI) requirements. The Contractor’s written program shall be made available to the WPCB Safety Specialist or the WPCB designated contact person or designee for review upon request.

When the WPCB arranges to have a Contractor perform work that involves entry into a ‘Permit-Required’ confined space, the WPCB designated contact person or designee will:

- Inform the Contractor that the workplace contains ‘Permit Required’ confined spaces and that entrance into permit spaces are allowable only through compliance with the above-mentioned regulations.
- Apprise the Contractor of the elements, including the hazard(s) identified and the reason for why the space is a confined space and a permit is required for entry.
- Apprise the Contractor of any precautions or procedures that WPCB has implemented for the protection of WPCB employees in or near ‘Permit Required’ spaces where Contractor employees will be working.
- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.
- The Contractor must provide a copy of the permit for the entry into the space to WPCB designated contact person or designee who will forward the copy to the Safety Specialist.

Each Contractor who is retained to perform work that will require permit space operations shall:

- Coordinate entry operations with the WPCB designated contact person or designee whether or not both the Contractor and WPCB employees will be working in or near the permit spaces.
- Inform the DES Safety Specialist/designee in writing of the permit space program the Contractor will follow and provide a copy of the Confined Space Entry program for review at least one month prior to performing any Confined Space Entries.
- Inform DES Safety Specialist/designee of any hazards confronted or created in permit spaces during operations.

- Inform the WPCB Safety Specialist/designee in writing of the rescue services/team they will be using during entry (if Arlington County Fire and Rescue are to be used outline how they will be contacted immediately for notification of an emergency. i.e., cell phone or other method). Notification of the Safety Specialist or WPCB point of contact shall also be made in conjunction with the 911 call.
- Provide a copy of the canceled permit(s) to the WPCB Safety Specialist or the WPCB point of contact at the conclusion of entry operations.

17.14 – Ladders

- The use of ladders with broken or missing rungs, steps, broken or split side rails or with other faulty or defective construction is prohibited.
- When ladders with such defects are discovered, they shall immediately be withdrawn from service.
- Portable ladders shall be placed on a substantial base at a 4 to 1 pitch, have clear access at top and bottom, extend a minimum of 36 inches above the landing, or where practical, be provided with grab rails and be secured against movement while in use.

No portable metal ladders will be permitted for any type of work.

- Weight limits of ladders shall not be exceeded.
- Job-made ladders shall be constructed for their intended use. Cleats shall be uniformly spaced, 12 inches, top-to-top.
- Except where either permanent or temporary stairways or suitable ramps or runways are provided, ladders shall be used to give safe access to all elevations.
- All users of ladders shall be properly trained and documented by the Contractor.
- Ladders shall be inspected periodically by the Contractor and removed promptly should any defects be found.

17.15 – Powder-Actuated Tools

Powder-actuated tools can pose many hazards; therefore, their use will not be permitted in WPCB facility buildings without approval of the WPCB Safety Specialist or designee. In addition:

- Contractor employees who operate, load, maintain, etc. powder-actuated tools must be properly trained in their use as specified by the manufacturer.
- Each powder-actuated tool must be stored in its own locked container when not being used.

- A sign of at least 7 inches by 10 inches with bold face type reading “POWDER-ACTUATED TOOL IN USE” must be conspicuously posted in the area where the tool is being used and at all entrances immediately adjacent to the work area.
- Powder-actuated tools must be left unloaded until they are ready to be used.

17.16 – Scaffolds

- Contractors shall comply with 29 CFR 1926, Subpart L on scaffolding and 29 CFR 1910.28.
- Access to scaffolds shall be restricted to authorized employees only, especially after work hours.

17.17 – Railings

- A standard railing used to protect employees from falls shall consist of top rail, intermediate rail, toe board, and posts, and have a vertical height of 42 inches from upper surface of top rail to the floor, platform etc.
- The top of a railing shall be smooth surfaced, with strength to withstand at least 200 pounds. The intermediate rail shall be approximately halfway between the top rail and floor.
- A stair railing shall be of construction similar to a standard railing, but the vertical height shall be no more than 34 inches, or less than 30 inches from upper surface of top rail to surface of tread in line with face or riser at forward edge of tread.

17.18 – Fall Protection

Contractors are responsible to comply at a minimum with the following regulations pertaining to fall protection in the workplace as it applies to their work at WPCB facilities:

- 29 CFR 1926 Subpart M – Fall Protection
- 29 CFR 1910.23 – Guarding Floors, Wall Openings and Holes
- Reasonable fall protection shall be provided to protect employees from accidental falls associated with floors, platforms, scaffolds, guardrails, physical barriers, elevated work locations, trenches and excavations.
- Fall protection devices must be rated for industrial use and must be used according to the manufacturer recommendations.
- Standard guardrails must be provided for work locations 6 feet or more above the adjacent level per 29 CFR 1926.500 and personal fall protection as required.

- All employees working at unguarded locations above 6 feet in construction (10 feet on scaffolds) must be protected by properly wearing approved fall protection equipment including safety harnesses and lifelines as specified in 29 CFR 1926.500.
- Protection for floor openings, wall openings and holes are to include railing and toe boards as outlined in 29 CFR 1910.23.
- All employees required to wear approved fall protection devices must be properly trained concerning the need for and purpose of the protection. They must also be instructed in the proper use, care, and storage of the equipment and shall demonstrate that they know, understand and can use the fall protection devices properly.
- Contractors must maintain guardrails, mid rails, and toe boards located at WPCB facilities unless removal is approved by the WPCB Safety Specialist or WPCB designee as part of a contract. An inspection to ensure the proper replacement of any of these items removed for service or work must be conducted upon completion of the job and before the Contractor leaves the facility. Employees working in or entering areas where the removal of guardrails, mid rails and toe boards have occurred must be protected at all times. Communications such as signs and barricades must be used.
- Contractors must cover all open holes, trenches, or excavations into which WPCB employees or others may fall and/or have guardrails, mid rails, toe boards installed around them.
- Open trenches and areas must be protected such that people cannot accidentally walk into the trench.
- Materials used for barricades or railings must be substantial and act as a barrier such as to restrict a person from access to an area. Materials such as wood, pipe, angle iron and concrete jersey barriers should be used. Snow fencing or the equivalent and tape are not acceptable. 'Caution' and 'Danger' tape are only used to communicate hazards and are not substantial enough to act as a barrier or prevent access.
- Contractor's must provide all employees with exposure to fall hazards personal fall protection equipment or other hazard control measures listed within the fall protection standard and ensure their proper use.
- Contractors must ensure that fall related hazards are thoroughly communicated to Contractor employees, sub-Contractors and anyone who might be exposed. The communication must be adequate for the hazard.

17.19 – Hot Work (Welding, Brazing, Cutting)

Contractors performing hot work shall maintain a ‘Hot Work Permit’ program and employee training program that meets the requirements in 29 CFR 1926.352, 1910.251, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to:

- Use of open flames.
- Compressed gasses or supplied fuel burning.
- Brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding.

Contractors must obtain a permit for hot work activities from the designated WPCB contact person for each separate work activity and ensure that all conditions of the permit are met at all times. The permit must be submitted to the WPCB Safety Specialist or WPCB designee prior to the start of any welding/cutting/brazing work. (See Section VI-A, #7, Pages 18 and 19 of this standard).

The Contractor Must:

- Request the initial permit and receive the permit before beginning the Hot Work.
- Post a copy of the Hot Work permit at entrances to the Hot Work area.
- Provide a copy of all canceled permits to the WPCB designee or Safety Specialist upon completion of the work.
- Remove combustible materials from the area before beginning work or if this is not possible, protect combustible materials so that they will not be ignited
- Take the necessary actions to protect oxygen/acetylene hoses from conditions that could cause damage to them.
- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator.
- Shield adjacent areas with welding partitions.
- Have a “Fire watch”, i.e. a second person standing by, at the location of the hot work, with an approved fire extinguisher for welding and burning operations and that is appropriate for the material in the area in accordance with OSHA/VDLI regulations and permit requirements. This person should remain in the area for a minimum of 30 minutes after the hot work is completed to ensure the site is cold.

17.20 – Cranes and Rigging

Each crane, rigging, or hoist brought onto WPCB facilities must have an annual inspection performed by a certified testing agency. All documentation, including certifications, logbook, must be provided to the Safety Specialist/WPCB designee before operations begin on the site and when new and offsite equipment is brought onsite.

All operators must be fully trained, certified and have a license if applicable, for the operation of the equipment they will be using on WPCB facilities. Training records shall be provided upon request.

Employees who are not appropriately trained or licensed for using equipment (cranes, hoists, and rigging equipment) that is to be utilized no WPCB facilities are prohibited from operating or using this equipment.

All critical lifts must be planned and documented with a 'Critical lift' plan outlining the means and methods to protect employees, property and operations from accidents.

The operator is responsible for the proper placement of the crane in relationship to the load to be handled and the landing area so as to obtain the best rated lift capacity.

The operator is not to override crane safety devices and is responsible for maintaining appropriate clearances around the crane.

Employees operating cranes shall:

- Comply with the manufacturer's specifications and limitations for hoists.
- Never move suspended loads directly over employees.
- Have current information concerning rated load capacities, recommended operating speeds, and special hazard warnings or instructions posted on cars and platforms.

17.21 – Hazard Communication

The Contractor is responsible for developing, implementing and maintaining a Hazard Communication Plan that complies with 29 CFR 1910.1200.

The Contractor shall maintain, on site, Material Safety Data Sheets (SDS's) for all chemicals used or stored on the job site as required by VDLI/OSHA regulations. The Contractor shall provide copies of SDS's to the WPCB Safety Specialist or designee upon request. All Contractors shall:

- Ensure that all containers that are brought onto WPCB facilities for the storage of hazardous chemicals are labeled and inspected in accordance with all applicable regulations.
- Contact the WPCB EMS Administrator, Safety Specialist or designee, to ensure that manifesting, storage, the proposed disposal method and disposal site meet regulatory

compliance when there are instances that hazardous waste disposal manifests are required by regulations

- The contractor shall notify the Environmental Management System administrator, Safety Specialist, and Household Hazardous Materials coordinator of incidents of the discovery or generation of hazardous materials and also inform the above noted personnel at least 30 days in advance of the shipping date for the disposal of solid materials.
- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters, and the TSD (treatment, storage, and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall properly and safely dispose of all hazardous chemicals that it brings onto WPCB facilities.
- The Contractor may request and review Material Safety Data Sheets for any chemical encountered on WPCB facilities during the performance of facility work. Requests should be made through the Safety Specialist at (703) 228-6834 or the WPCB Shift Supervisor at (703) 585-6851. The WPCB chemical list is available upon request through the Safety Specialist at (703) 228-6834

17.21 – Other Hazardous Materials

Sludges (non-stabilized biosolids), wastewater, and plant process liquids are a hazardous material and appropriate PPE should be worn when handling these materials. Discharging any materials into nearby streams or storm sewers is prohibited unless pre-approved by the EMS Administrator, WPCB Supervisor, Manager and the Bureau Chief.

The Contractor shall post at all entry access ways warnings if lasers are either being or intended to be used.

17.22 – Excavations and Trenches

The Contractor shall coordinate excavating and trenching work with the WPCB Shift Supervisor, designee or Safety Specialist.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform to, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P and VDLI requirements. The Contractor shall submit a copy of the completed review to the designated WPCB Engineer or Safety Specialist prior to the start of work. When this design requires review and approval by a registered professional engineer, the Contractor will be required to procure those services at the Contractor's cost.

The Contractor shall notify the WPCB designated person of the name of the individual that is to serve as the Contractor's 'Competent person' as defined by OSHA/VDLI regulations. The Contractor's designated 'Competent person' shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of these written logs shall be made available to the WPCB Safety Specialist or WPCB designee upon request.

Substantial physical barricades to prevent persons from falling into an open trench shall be maintained around the perimeter of trenches. This is especially important for trenches that must remain open overnight. Snow fencing or the equivalent, tape, and plastic caution tape/ribbon are not acceptable.

All areas of 29 CFR 1926 Subpart P and VDLI regulation must be followed.

Anyone proposing to excavate, dig, bore, tunnel, blast or disturb the earth in any manner which may damage buried utilities is required to call Miss Utility of Virginia at 1-800-552-7001 48 hours (2 working days) before starting the proposed work. All Miss Utility Tickets must be cleared before work begins, to check for cleared tickets call 1-800-552-3120. Just waiting 48 does not necessarily mean you may start excavations, you must make phone contact to ensure ticket is clear before beginning work.

17.23 – Lockout/Tagout

The Contractor is responsible for its own Lockout/Tagout program. This program must be in full compliance with OSHA 29 CFR 1910.147 and VDLI regulations. The Contractor shall submit a copy of its Lockout/Tagout Program to the WPCB designee for review by the Safety Specialist or designee before the start of any work where 29 CFR 1910.147 is applicable. OSHA lockout/tagout procedure requires at a minimum:

- Use of locks and/or tags on energy isolating devices.
- Special lockout/tagout procedures for jobs requiring multiple lockout/tagout devices.
- Contractors must provide their own lockout/tagout devices.
- All Contractor employees, (authorized, affected, and other employees), must be trained by the Contractor (or other acceptable training source) concerning lockout/tagout procedures.

Locks, and/or tags must not be removed by anyone other than the employee applying them except under approved emergency situations and the appropriate notification and documentation must be followed to ensure the safety of contractor and WPCB employees.

- Testing and positioning of machines or equipment will be performed only under special procedures per OSHA 29 CFE 1910.147(f).
- WPCB employees will shut down and start up all systems unless otherwise specifically directed by WPCB management.
- The Contractor will maintain a log of machines and equipment that are locked out and/or tagged out during the performance of the work at the WPCB facilities. The log shall identify the equipment that was worked on, the dates the work began and ended, why work was being done and the name of the individual performing the work. The Contractor will submit this log to the WPCB Safety Specialist or designee on a daily basis when lockout/tagout work is being performed.

17.24 – General Electrical Safety

- Electrical systems and equipment that use or control electrical power can only be worked on by qualified electricians.
- Do not operate electrical tools or equipment in wet areas where potentially flammable dusts, vapors, or liquids are present, unless specifically approved for the location. Intrinsically safe tools are required in areas where the potential for a hazardous atmosphere exist due to raw sewage or sludge.
- Ensure that a qualified electrician checks the circuit and equipment and corrects the problem before resetting the breaker when a circuit breaker or other protective device trips.
- The Contractor shall erect barriers and post warning signs to ensure non-authorized personnel stay clear of electrical work areas.
- The Contractor must report hazards (lack of protective guards or covers, damaged equipment etc.) to the WPCB Shift Supervisor, Safety Specialist or the WPCB designee immediately.
- Do not leave electrical boxes, switch gear, cabinets, or other electrical rooms open when not directly attended. Insulate energized parts when covers have been removed or doors are ajar. Use of cardboard, plywood, or other flammable materials to cover energized circuits is prohibited.
- Contractors must establish and maintain an effective electrical safety-related work practices program. References for such a program include OSHA standards 29 CFR 1910.331 to 1910.333 – Electrical Safety Related Work practices and CFR 1926 Subpart K Electrical.
- All electrical work shall be in compliance with the most recent (NFPA) National Fire Protection Association, NEC (National Electrical Code) and NFPA 70-E guidelines.

- Unqualified persons i.e., WPCB or Contractors shall not be allowed to work or operate equipment within 10 feet of energized overhead power lines or crossing clearance from electrical distribution lines and 50 feet from transmission lines. Special permission in writing must be obtained from the power company for all work that involves 50 feet or less working clearance from overhead lines. The written documentation must be provided to the appropriate WPCB point of contact or designee prior to the beginning of work.
- Extension cords used with portable electric tools shall be the 3-wire type, shall be protected from damage. Extension cords shall be inspected and maintained in accordance with the Contractor's Assured Grounding Program. Worn or frayed cords shall not be used. Cords used in damp or wet areas must be GFCI protected.
- Bulbs on temporary lights shall be equipped with guards or deeply recessed in the reflector. Temporary lights shall not be suspended by their electrical cords unless designed for suspension.
- Receptacles for attachment plugs shall be of the approved concealed contact type. Where different voltages, frequencies, or types of current are supplied, receptacles shall be of such designs that attachment plugs are not interchangeable.
- Each disconnecting means of motors and appliances and each service feeder or branch circuit at the point where it originates shall be legibly marked to indicate its purpose, unless located and arranged so the purpose is evident.
- Cable passing through work areas shall be covered or elevated to protect it from damage which would create a hazard to employees.
- Boxes for disconnecting means shall be securely and rigidly fastened to the surface upon which they are mounted and fitted with covers.
- All extension cords and cord & plug connected equipment shall be protected by an assigned equipment grounding conductor program.
- Workers, other licensed electricians, shall not use jackhammers, bars, or other hand tools in close proximity to energized lines.

Personal Protective Equipment

17.25 – Personal Protective Equipment

- A hazard assessment must be conducted by the Contractor to determine the appropriate Personal Protective Equipment for contract employees performing work at the WPCB facility. Personal Protective Equipment shall be worn in all operations where there is an exposure to hazardous conditions or where the need is indicated for using such equipment to reduce the

hazard to the employee. The minimum requirement for Personal Protective Equipment at all WPCB facilities is:

- Safety Glasses
 - Steel Toed Boots/Shoes
 - Reflective Vest
 - Hard Hat
- Additional Personal Protective Equipment may be required based on the work that Contractors are on site to perform. The selection and use of additional Personal Protective equipment are the responsibility of the Contractor.
 - Employees working over or near non-aerated (process or non-process) water, where the danger of drowning exists, shall be provided with U.S. Coast Guard approved life jackets or buoyant work vests. Employees working over or near aerated (process or non-process) water, where the danger of drowning exists, shall be provided with harnesses and lanyards of such length that they cannot fall into the water.

17.25.1 – Eye and Face Protection

- Eye and face protection shall be provided when machines or operations present potential eye or face injury.
- Eye and face protective equipment shall meet requirements of ANSI Z87.1–1991. “Practice for Occupational and Educational Eye and Face Protection.”
- Employees involved in welding operations shall be furnished with filter lenses or plates of at least the proper shade number for the type of welding being performed.
- Employees exposed to laser beams shall be furnished suitable laser safety goggles that will protect for the specific wavelength of the laser and shall have adequate optical density for the laser being used.

17.25.2 – Foot Protection

- All Contractors working at the WPCB must wear the appropriate foot protection that meets or exceeds the requirements of ANSI Z41-1991. Steel toe boots/shoes that totally cover the foot are required as a minimum.

17.25.3 – Head Protection

- Head protective equipment (hard hats only) shall be worn in all WPCB facility areas unless it is determined to be unsafe. Hard hats shall meet the highest performance requirements of

ANSI Z89.1–2003 “American Standards for Industrial Head Protection”. Then use of Bump caps at WPCB facilities is prohibited.

17.25.4 – Hearing Protection

- Feasible engineering or administrative controls shall be utilized to protect employees against sound levels in excess of those shown in Table D-2 OSHA Standard 1926.52.
- When engineering or administrative controls fail to reduce sound levels within the limits of table D-2, hearing protective devices shall be provided and used.
- Hearing protection is required at constant noise levels above 85 decibels. Exposure to impulsive or impact noise should not exceed above 140 dB peak sound pressure level.
- Hearing protection that meets the NRR (Noise Reduction Rating) that protects the employee from the noise that the contract employees might be exposed to while working at the WPCB facility is required.
- Hearing protection is required anywhere in the WPCB where signs are posted indicating that hearing protection is a requirement.
- A hearing conservation program shall be administered and maintained in all cases where the sound levels exceed the values shown in safety and health regulations,

17.25.5 – Respiratory Protection

- When engineering or administrative controls are not effective in controlling toxic and other substances that could cause injury or illness to the respiratory system, appropriate respiratory protection shall be selected, provided and use enforced.
- Respiratory protective devices approved by the Mine Safety and Health Administration/National Institute for Occupational Safety and Health for the specific contaminant to which the employee is exposed shall be used.
- Respiratory protective devices provided to Contractor employees by their supervisors shall be appropriate for the hazardous materials involved and the extent and nature of the work requirements and conditions.
- Contractor must not provide Air Purifying Respirations to employees who are working in IDLH or Oxygen Deficient atmospheres. The appropriate Supplied Air respirator must be provided.
- Employees required to use respiratory protective devices shall be medically cleared, fit tested and thoroughly trained in the use of respiratory protection in accordance with OSHA Standards. The use of negative pressure respiratory equipment with tight fitting face pieces is prohibited with facial hair.

- Contractors shall have a written respirator program that meets or exceeds the requirements of 29 CFR 1926.103. This program shall be made available to the WPCB Safety Specialist or designee upon request.

17.26 – Motor Vehicles and Mechanized Equipment

- All Contractors and their employees must observe posted speed limits, give pedestrians the right of way, and yield to emergency vehicles. Unless otherwise posted the speed limit on WPCB Glebe Road facility shall be 10 miles an hour. Note: several areas on both sides of the WPCB facility have 5 M.P.H posted with an instruction to sound the horn. Caution should be observed when entering or exiting the WPCB tunnel that is below S. Glebe Road.
- All vehicles in use shall be checked at the beginning of each shift to ensure that all parts, equipment and accessories that affect safe operation are in proper operating condition and free from defects. All defects will be corrected before vehicle is placed in service.
- No person shall use any motor vehicle, earth moving or compacting equipment having an obstructed view to the rear unless.
 - The vehicle has a reverse signal alarm distinguishable from the surrounding noise level.
 - The vehicle id backed up only when an observer signals that it is safe to do so.
- Heavy machinery, equipment, or parts thereof which are suspended or held aloft shall be substantially blocked to prevent falling or shifting before employees are permitted to work under or between them.
- Park only in areas approved for Contractor use.
- Contractors must ensure that their drivers are legally licensed and trained for the vehicle or equipment that they are required to operate.

17.27 – Work Zones

Contractor must follow the Standard on Uniform Traffic Control Devices (MUTCD) and the Virginia Work Area Protection Standard.

Flaggers must be trained and keep their Flagger Certification Card on them at all times.

17.28 – Accident, Incident, Injury, or Illness

All life-threatening work-related accidents, incidents, injuries and illnesses must be immediately reported to the appropriate emergency agency (i.e., Local Emergency 9-1-1 for WPCB Emergency, Fire and Rescue), The Contractor must also report all accidents to the WPCB Shift Supervisor, must WPCB Safety Specialist or the WPCB designee immediately or within 24 hours of the incident. A typed written report detailing the incident

and outlining methods to keep it from occurring must be submitted within 48 hours of the accident. The Contractor is responsible for notifying VDLI for any incidents that are reportable to that agency.

17.28 – Lead–Containing Building Materials

The location of lead materials, where present, will be detailed in the construction documents for that project.

Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Contractor employees, WPCB employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable VDLI, and federal regulations related to health, safety, transportation and disposal. Proper disposal of lead materials must be coordinated with the WPCB Safety Specialist, or WPCB designee. A copy of applicable manifest documents shall be provided to the WPCB for recordkeeping purposes.

- The Contractor shall contact the WPCB EMS Administrator, Safety Specialist or designee to ensure that manifesting, storage, the proposed disposal method and disposal site meet regulatory compliance when there are instances that hazardous waste disposal manifest(s) are required by regulations.
- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.

17.30 – Asbestos and Suspect Asbestos Containing Building Materials

Asbestos materials may not be used or installed in WPCB Facilities.

The Contractor has the responsibility to provide their own asbestos awareness program which shall include, but not be limited to, the information contained in the construction documents and the OSHA asbestos related regulations (29 CFR 1926.1101). Verification that the training has been conducted shall be sent to the Architect/Engineer of record for the project, the WPCB Safety Specialist or WPCB designee. Proper disposal of asbestos containing materials must be coordinated with the WPCB Supervisor, EMS Administrator, HHM

Coordinator, Safety Specialist, or WPCB designee. A copy of applicable manifest documents shall be provided to the WPCB for recordkeeping purposes.

- The Contractor shall contact the WPCB EMS Administrator, Safety Specialist or designee to ensure that manifesting, storage, the proposed disposal method and disposal site meet regulatory compliance when there are instances that hazardous waste disposal manifest(s) are required by regulations.
- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.

17.31 – Inspections

Work site inspections should be conducted by the Contractor to ensure that work is proceeding in a safe manner. Contractors that are on site for long term projects will thoroughly inspect their work areas at least once a week at a minimum.

Work site inspection will also be conducted by the WPCB Shift Supervisor, WPCB Safety Specialist or a WPCB designee. These inspections are conducted solely for the benefit of WPCB, and shall not relieve the Contractor of responsibility for enforcement of, and compliance with, VDLI and the OSHA, environmental or other applicable regulations.

In the event that work site conditions exist that potentially impact the safety of WPCB employees or the public, WPCB shall issue a verbal or written warning to the Contractor and shall notify the Contractor's main office. If the unsafe conditions cannot be immediately corrected and represent imminent danger to Contractor employees or have the potential to harm WPCB employees or the public, WPCB will:

- Detail the VDLI and/or OSHA violations that were noted and explain the potential impact upon WPCB employees and the public.
- Require that the Contractor either cease that portion of work or implement measures to isolate the hazardous condition until the unsafe condition can be mitigated.

- Issue a formal written report of the violation(s) to the Contractor, and their main office.

Reports of deficiencies may be factored into the evaluation of the contract by WPCB. Repeat safety violations of a similar nature and/or a single serious, willful safety violation by a Contractor will require a detailed investigation and a written report that will outline root causes and corrective action within 48 hours of the incident. This report must be sent to the WPCB Bureau Chief, Safety Specialist and the Contractor's home office. In addition, the employee who was responsible for the safety infraction must be barred from working at WPCB unless the Contractor requests in writing and received written permission from the WPCB Bureau Chief, after Safety Specialist review, that the employee can continue to work.

Environmental Requirements

17.32 – Hazardous Waste Management

The Contractor must provide the EMS Administrator, WPCB Safety Specialist or designee with a list of actual and potentially hazardous waste(s) to be generated during a project. Hazardous waste generated by a Contractor as part of its work is the responsibility of the Contractor. Contractors must ensure that their hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state, and federal laws. The Contractor must provide the WPCB designated employee with the appropriate manifest or paperwork to validate disposal. Contractor employees must be properly trained to handle hazardous waste safely and in compliance with all applicable local, state and federal laws. For projects where temporary on-site storage is necessary, the Contractor must ensure, at a minimum, proper labeling of containers and tanks, adequate secondary containment, segregation of incompatible materials and documentation of weekly inspections of these storage areas. Contractors must maintain an adequate emergency plan and spill equipment to address spills, fire, etc. In addition, all hazardous waste containers shall be kept securely closed at all times.

The Contractor is responsible for completing all disposal documents, which may include, but are not limited to, waste profiles, waste analytical samples and hazardous waste manifests. Copies of these documents will be provided to the WPCB Safety Specialist or WPCB designee at the end of the project or when requested for the inclusion in WPCB's project file.

Manifests will be provided to the WPCB Safety Specialist or WPCB designee as follows:

- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.

- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.

For projects where WPCB is deemed responsible for hazardous waste generated, the Contractor will ensure that hazardous wastes are managed in accordance with local, state and federal laws. The Contractor must ensure that the WPCB is designated as the generator on all manifests and land disposal restriction forms for which the county is the generator. The Contractor shall provide the WPCB Safety Specialist or designee with copies of all waste analyses and related documentation.

The Contractor shall immediately cease work in the affected area when previously unidentified material that is reasonably believed to be radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, toxic, hazardous, asbestos containing, or oil based are found. The condition must be reported immediately to the WPCB Supervisor or WPCB designee. At no time shall such material be disposed of in any manner that is inconsistent with the local, state, federal and other applicable environmental regulations. The Contractor agrees to cooperate with WPCB, and any consultants engaged by WPCB to perform services with respect to the analysis, detection, removal, containment, treatment and disposal of such regulated materials.

17.33 – Transport of Hazardous Materials

Hazardous materials must not be transported via public or private roads at the WPCB in a manner that could result in an unsafe condition for employees or the environment. All transportation of hazardous materials while on or off WPCB facilities shall be conducted in accordance with USDOT Hazardous Materials Regulations for proper packaging, marking/labeling, handling, documentation, etc. Contractors must ensure, that appropriate shipping documentation accompanies shipments of hazardous materials and that a 24-hour emergency contact is available to address transportation related emergencies in accordance with USDOT regulations.

17.34 – Spill Prevention and Response

Water Pollution Control Bureau Spill Prevention Control and Countermeasures (SPCC) Program establishes facility procedures for prevention, detection and reporting of spills and/or releases of oil or hazardous materials. Contractors must adhere to SPCC protocols, including the following when working at WPCB facilities:

17.34.1 – Spill Prevention

- The Contractor shall have available equipment (e.g., secondary containment pallets, absorbent pads, absorbent booms, or other absorbent agents) that are suitable and sufficient to control a potential spill/release based on the inventory of oil, hazardous chemicals, and other materials that will be brought and/or stored on-site.

- The Contractor is responsible for immediately identifying conveyances to the environment (e.g., sumps, storm/floor drains, etc.) and adequately minimizing spill potential to these areas.
- The Contractor is responsible for the proper storage of all flammable and combustible chemicals that are brought and/or stored on site to complete work of this contract. Such storage may require the use of safety containers, safety cabinets, and/or secondary containment. The Contractor shall also ensure that any incompatible chemicals are safely segregated. The Contractor is responsible for maintaining and securing all chemical containers and all chemical storage areas. This requires selecting locations and methods to minimize exposure to rainfall, surface water, and the ground surface or subsurface. Enclosures, shelters, and secondary containment should be used where appropriate.
- The Contractor must use appropriate protective procedures such as double containment, inspections, employee training, overflow protection, and other measures as part of activities involving the use, storage, or handling of petroleum products or hazardous materials on WPCB facilities.
- The Contractor must ensure that their employees are adequately trained in spill response/notification procedures outlined below.

17.34.2 – Spill Response

“**Incidental**” spills meet all the following criteria: 1) employees are familiar with the hazards associated with the spill material; 2) containment/response does not pose potential health and safety hazards (i.e.; fire, explosion, and chemical exposure); 3) a small quantity (less than 10 gallons) of material is spilled/released which **DOES NOT** reach the environment or pose potential health hazards; and 4) spilled/released material can be readily absorbed, neutralized, or otherwise controlled at the time of release by employees in the immediate area or by maintenance personal.

“**Non-Incidental**” spills include 1) major spill/release (e.g. greater than 10 gallons) that does not reach the environment or 2) any amount of spilled material that escapes to the environment (including drains, sumps, soil, etc.)

Water Pollution Control Bureau SPCC Program also establishes reporting requirements in event of a spill or release of oil or hazardous materials. The Contractor is responsible for the proper management of their spills including internal/external notifications, must pay for all costs as well as, proper mitigation steps and clean-up to the satisfaction of the WPCB EMS Administrator. Schedule delays, cost overruns, etc. caused by a spill are the responsibility of the Contractor. In the event of a spill or release, the Contractor must follow all of the reporting requirements of the SPCC Program as specified below:

- (1) The Contractor shall determine if the spill/release is incidental or non-incidental.
- (2) For **incidental** spills/releases:

- The Contractor shall attempt to stop or contain the spill/release at the source provided that doing so does not endanger anyone.
- The Contractor shall prevent discharge of materials to the environmental receptors including drains, sumps, soil etc.
- The Contractor shall immediately notify the WPCB EMS Administrator, WPCB Supervisor, Safety Specialist or WPCB designee of all incidental spills/releases.
- The Contractor is responsible for the proper collection, storage of waste materials in compliance with EPA and DEQ regulations and in cooperation with the Contract Coordinator.

(3) For ***non-incidental*** spills/releases: The Contractor shall immediately report the spill/release to the Arlington County Fire Department if the spill is too large to contain. The Contractor must immediately notify the WPCB Shift Supervisor at (703) 585-6851, the WPCB EMS Administrator at (703) 228-6881, or the WPCB Safety Specialist at (703) 228-6834-office, (703) 864-5380 cell.

The Contractor must also contact the Virginia Department of Environmental Quality at (703) 583-3864 or (703) 583-3800.

**Water Pollution Control Bureau
Arlington County Department of Environmental Services
Appendix #2**

Contractor Safety Program Checklist

I hereby acknowledge that I have received and completed a copy of the WPCB Department of Environmental Services Water Pollution Control Bureau Contractor Safety Program Checklist.

Name: _____

Title: _____

Company (name, address and phone number): _____

Sign name _____

Print Name _____

Date: _____

Return this signed copy to: Safety Specialist
Department of Environmental Services
Water Pollution Control Bureau
Room 306
3402 S. Glebe Road
Arlington Virginia, 22202

Return the signed document to the Safety Specialist or WPCB designee prior to the start of work.

CONTRACTOR SAFETY PROGRAM CHECKLIST

Please complete and return this checklist to the Safety Specialist or designee before beginning work. Copies of all Permits i.e., Permit Required Confined Space and Hot Work must be posted while work is in progress and provided to the Safety Specialist or designee upon completion of the work. Write N/A next to any item that does not apply to the work your company is performing. Questions:

WRITTEN SAFETY PROGRAM

- | | | |
|--|-----|----|
| 1. Do you have a written safety program | Yes | No |
| 2. Does it contain the following components: | Yes | No |
| a. Management | Yes | No |
| b. Record keeping | Yes | No |
| c. Analysis | Yes | No |
| d. Education/Training | Yes | No |
| e. Inspections & Internal Audits | Yes | No |
| f. Accident Investigations | Yes | No |
| g. Periodic Review & Revision | Yes | No |

GENERAL WORKSITE

- | | | |
|--|-----|----|
| 1. Required posters – VOSH | Yes | No |
| 2. Virginia Workers' Compensation Notice | Yes | No |
| 3. Written substance abuse policy | Yes | No |
| 4. Sanitation – adequate toilets and wash areas | Yes | No |
| 5. Housekeeping | | |
| a. Provisions to keep work areas clean and orderly | Yes | No |
| b. Clean up and discard materials daily | Yes | No |
| 6. First Aid and Medical Attention | | |
| a. First aid kits provided | Yes | No |
| b. Emergency medical procedures & phone numbers | Yes | No |
| c. System to contract WPCB Safety Specialist or | Yes | No |

designee when an injury or emergency occurs

7. Fire Prevention & Protection

8. Established procedures	Yes	No
a. Will Fire Extinguishers be provided	Yes	No
b. Storage for flammable and combustible liquids	Yes	No
c. Storage of compressed gas cylinders	Yes	No
d. Welding fire watch	Yes	No

9. Signs and Barricades

a. Type used _		
b. Plan to address vehicle traffic	Yes	No
c. Method of preventing non-construction personnel on the jobsite	Yes	No
d. Trenches	Yes	No

GENERAL CONTRACTOR AND SUBCONTRACTOR RELATIONSHIP

1. Are sub-Contractors required to follow any particular established guidelines?		
a. What are they ____		
b. VOSH, OSHA.ANSI, DOT, etc.	Yes	No
2. Are Sub-Contractors required to have a written safety program	Yes	No
3. Are Sub-Contractors required to provide documentation of training	Yes	No
4. Who is responsible for ensuring Sub-Contractors follow established safety requirements?		

_____ .

PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Has a Job Hazard Analysis been performed to determine what PPE is required	Yes	No
a. Is it in writing	Yes	No
2. What type of PPE will this project require?		
a. Eye, head, and foot	Yes	No
b. Hearing protection	Yes	No

- | | | |
|---------------------------|-----|----|
| c. Respiratory protection | Yes | No |
| d. Fall protection | Yes | No |
| e. Others ____ | | |

3. Will eye wash and/or a shower be available	Yes	No
---	-----	----

- | | | |
|--|--|--|
| a. Type of materials used which could require the use of an eye wash or shower | | |
| _____ | | |

4. Welding curtains	Yes	No
---------------------	-----	----

JOB SITE EQUIPMENT

1. Heavy and Mechanized Equipment (front-end loaders, scrappers, etc.)

- | | | |
|--|-----|----|
| a. Experienced (Trained and certified) operators | Yes | No |
| b. Back-up alarms or horns | Yes | No |
| c. Equipped and operated according to OSHA, VOSHA and ANSI standards | Yes | No |

2. Material Handling Equipment

- a. Types used (powered industrial trucks, chain hoists, conveyors)

Circle all that apply.

Others: _____

- | | | |
|---|-----|----|
| b. Cranes used | Yes | No |
| c. Trained and certified operators | Yes | No |
| d. Established safety procedures | Yes | No |
| e. Will lift plans be provided | Yes | No |
| f. Equipped and operated according to OSHA, VOSHA, ANSI | Yes | No |

and applicable standards

ELECTRICAL

1. Do you specify compliance with VOSH, OSHA and WPCB Codes for all contract electrical work	Yes	No
--	-----	----

- | | | |
|--|-----|----|
| 2. Portable tools and equipment grounded or double insulated | Yes | No |
| 3. Ground-fault circuit interrupters installed | Yes | No |
| 4. Electrical cords and cables free of splices or taps | Yes | No |
| 5. Plan for location and work around electrical power lines and cables
(Overhead, underground, under floors and in walls) | Yes | No |
| 6. Lock-out/Tag-out program | Yes | No |

ELEVATED SURFACES – FLOOR & WALL OPENINGS

- | | | |
|---|-----|----|
| 1. Scaffolding or propelled mobile ladder stands used | Yes | No |
| a. Erected and used according to OSHA requirements | Yes | No |
| 2. Handrail, mid rails, and toe boards installed according to OSHA requirements | Yes | No |
| 3. Floor openings guarded by a cover, guardrail or equivalent on all sides | Yes | No |

CONFINED SPACES

- | | | |
|--|-----|----|
| 1. Have job-site confined spaces been identified | Yes | No |
| a. Will your work create confined spaces | Yes | No |
| 2. Written program developed | Yes | No |
| 3. Do you have a Permit System | Yes | No |
| 4. Do you have air monitoring equipment & other safety equipment | Yes | No |

CHEMICALS

- | | | |
|--|-----|----|
| 1. Will you be bringing chemicals onto the work site | Yes | No |
| 2. Do you have SDS's for the chemicals you plan to use | Yes | No |
| 3. Provided SDS's to Safety Specialist or designee | Yes | No |

Additional information or comments:

**Water Pollution Control Bureau
Arlington County Department of Environmental Services
Appendix #3**

Pre– Job Contractor Safety Planning Checklist

Company Name: _____

Contractor performing work: _____

Date of Pre-Job Conference: _____

Date work to start: _____

Location of work: _____

Describe work being performed: _____

Identification of Hazards in work area:

Fall Protection concerns: _____

Hazard Communications – Chemical(s) _____

Permit Required Confined Space(s) Location: _____

Hazards in space _____

Lock Out / Tag Out _____

Material Handling and Rigging _____

Personal Protective Equipment _____

Welding and Hot Work Permits _____

Work Zones and Traffic Control _____

Other: _____

Signature of Contractor Representative: _____

Date: _____

Signature of WPCB Representative: _____

Date: _____

**Water Pollution Control Bureau
Arlington County Department of Environmental Services**

Appendix #4

Instructions for the Use of the 'Contractor Safety Checklist' and the Pre-Job Contractor Safety Planning Checklist'

The 'Contractor Safety Checklist' should be sent or given to all Contractors performing work at WPCB facilities.

The 'Contractor Safety Planning Checklist' should be used to plan and provide information to Contractors about WPCB facility hazards.

- 1.) The WPCB point of contact securing the contracted services must ensure that the Contractor receives, completes and returns a copy of the 'Contractor Safety Checklist'. The checklist must be completed and signed before work begins.
- 2.) The completed 'Contractor Safety Checklist' form must be forwarded to the Safety Specialist upon receipt for review.
- 3.) The Safety Specialist must review the document to ensure that the Contractor safety program meets minimum Safety requirements.
- 4.) The Safety Specialist notifies the WPCB point of contact indicating that the Contractor Safety program meets the WPCB Contractor Safety Standard.
- 5.) The WPCB point of contact will then complete the 'Contractor Safety Planning Checklist' form as a part of planning the job.
- 6.) The WPCB point of contact will contact the WPCB Safety Specialist for support should they have any questions identifying hazards.
- 7.) The WPCB point of contact will contact the Contractor to advise them of hazards that they could encounter while performing the proposed task or service. They will discuss special Personal Protective Equipment or equipment requirements so that the Contractor can prepare for the job before coming on site.
- 8.) The WPCB point of contact will go over the information with the Contractor on the date of service and secure the Contractor's signature.
- 9.) The WPCB point of contact will send the completed form to the Safety Specialist as documentation for file.

**Water Pollution Control Bureau
Arlington County Department of Environmental Services
Appendix #5**

CONTACT TELEPHONE NUMBERS

Safety Specialist
Department of Environmental Services
Water Pollution Control Bureau
3402 S. Glebe Road
Room 306
Arlington, Virginia 22202
(703) 228-6875 Office
(703) 864-5380 Cell Phone

Operation Shift Supervisor(s)
Water Pollution Control Bureau
3402 S. Glebe Road
Arlington, Virginia 22202
(703) 585-6851 Cell Phone

This cell phone number will put you in touch with the on-duty Supervisor 24 hour 365 days a week for the Department of Environmental Services Water Pollution Control Bureau

Engineering Program Coordinator
Water Pollution Control Bureau
Arlington County Department of Environmental Services
3402 S. Glebe Road
Arlington, Virginia 22202
(703) 228-3732 Office
(703) 927-2636 Cell Phone
(703) 228-6875 Fax

EMS Administrator
3402 S. Glebe Road
Room 331
Arlington, Virginia 22202
(703) 228-6881 Office

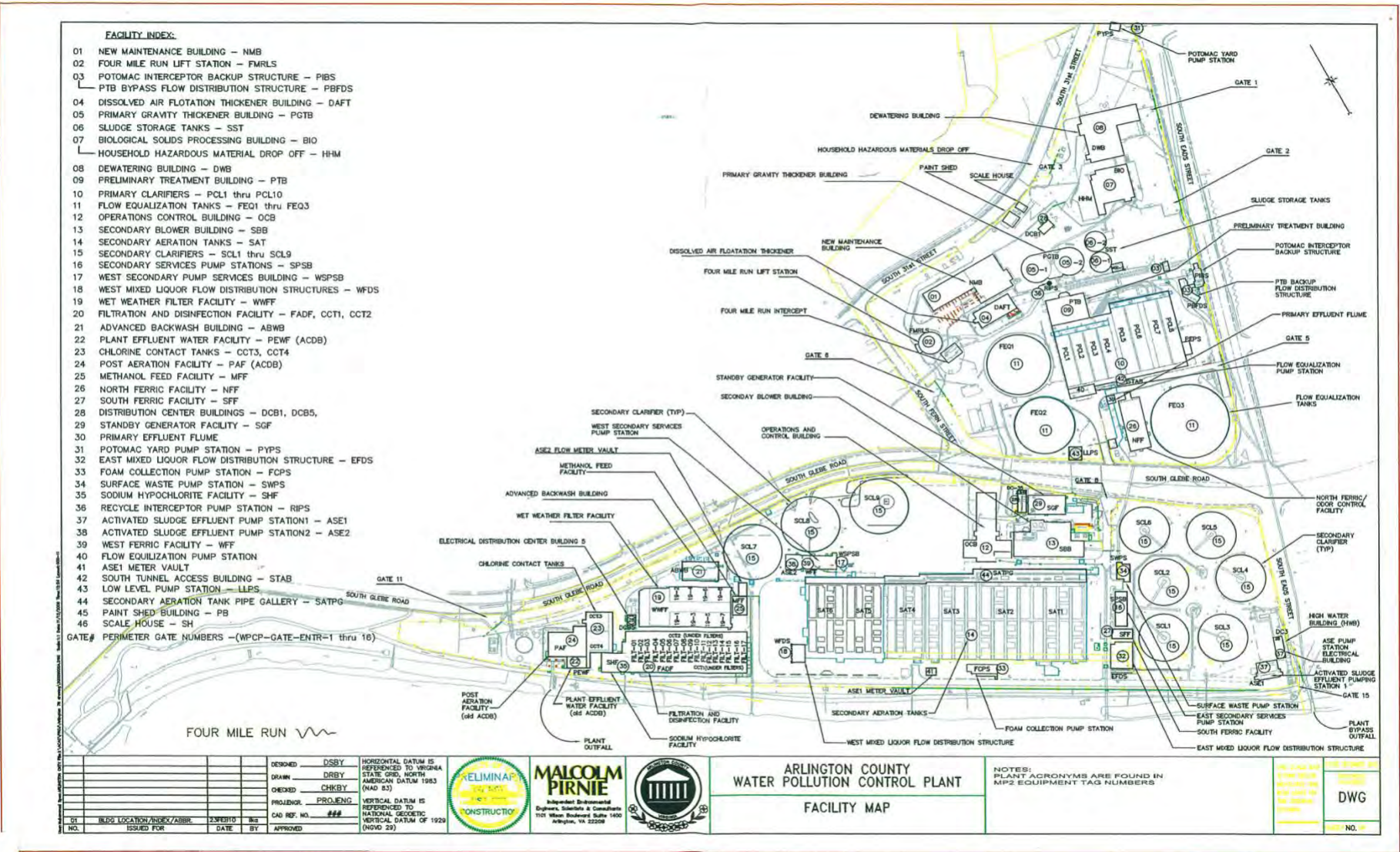
Reliability Engineer/Planning Supervisor
3111 South Fern Street
Arlington, Virginia 22202
(703) 228-6827 Office

PLANNERS:

3111 South Fern Street
Arlington, Virginia 22202
(703) 228-6825
(703) 228-6859
(703) 228-6860

Water Pollution Control Bureau
Arlington County Department of Environmental Services
Appendix #6

WPCB Facility Map





DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Pollution Control Bureau
New Maintenance Building, 3111 South Fern Street, Arlington, VA 22202
TEL 703.228.6827 FAX 703.228.6894 www.arlingtonva.us

Contractor Protocols and Performance While Working For WPCB

EFFECTIVE MARCH 2, 2012

The purpose of this Memo is to document Contractor protocols and performance while working on various jobs assigned by Planning and Logistics personnel. The following actions must be taken:

- All Contractor personnel **MUST** adhere to **ALL** of the minimum guidelines and procedures as stated in the *WPCB Contractor Safety Standard*.
- Planning and Logistics personnel are responsible for assigning jobs to Contractor personnel that are responsible to them.
- For EACH job to be performed by Contractor personnel, the Operations Shift Supervisor or Lift Station Operator must be contacted, giving them:
 - the name of the contractor
 - the area or facility where the work is to be performed
 - a brief description of the work to be performed
- Permission for the work to proceed must be given by the Operations Shift Supervisor or Lift Station Operator **BEFORE** sending the Contractor personnel to the job site.
- **When arriving at the job site**
 - The Contractor personnel must contact the Plant Station Operator or Lift Station Operator and briefly explain the job they will be performing.
 - *The Plant Station Operator or Lift Station Operator can stop the work from proceeding if they determine that the work will cause any problems with their Operation.* In this case, the contractor must contact the Planning and Logistics person making the assignment for further direction.
- **Before leaving the job site**

-
- The Contractor personnel must contact the Plant Station Operator or Lift Station Operator and briefly explain the status of the job and notify the Station Operator or Lift Station Operator that they will be leaving the job site.
 - The Planning and Logistics person responsible for the Contractor must frequently check on the work and progress of their Contractor and inspect all their work to make sure the jobs are executed as directed with the quality required and completed within the timeframe appropriate.
 - The weekly look-ahead schedule for Contractors will still be published on Friday as usual.

All of the above Contractor protocols and performance listed above must be followed. Failure to do so may result in disciplinary action, up to and including termination.

I have read and understand the above Contractor Protocols and Performance required as outlined above:

Signed

date