



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

**CONTRACT AWARD COVERPAGE**

**TO:** Brown and Caldwell, Inc.  
1725 Duke Street, Suite 250  
Alexandria, Virginia 22314

**DATE ISSUED:** February 24, 2024  
**CONTRACT NO:** 24-DES-RFP-172b  
**CONTRACT TITLE:** On-Call Engineering Services for Water  
Pollution Control Plant (WPCP)

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

The contract documents contain the terms and conditions of AGREEMENT No. 24-DES-RFP-172b, including any attachments or amendments.

**EFFECTIVE DATE:** March 1, 2024  
**EXPIRES:** February 28, 2025  
**RENEWALS:** Three (3) Renewal Terms remaining  
**COMMODITY CODE(S):** 92536  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 24-DES-RFP-172b

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

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**VENDOR CONTACT:** John McGettigan, PE, Vice President      **VENDOR TEL. NO.:** (703) 340-1108  
**EMAIL ADDRESS:** [jmcgettigan@brwncald.com](mailto:jmcgettigan@brwncald.com)

**COUNTY CONTACT:** Fasil Haile, DES-WPCB      **COUNTY TEL. NO.:** (703) 228-6857  
**COUNTY CONTACT EMAIL:** [fhaile@arlingtonva.us](mailto:fhaile@arlingtonva.us)

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**PURCHASING DIVISION AUTHORIZATION**

Tomeka D. Price      Title    Procurement Officer      Date    2/27/2024



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

**AGREEMENT NO. 24-DES-RFP-172b**

THIS AGREEMENT is made, on February 24, 2024, between Brown and Caldwell, Inc., 1725 Duke Street, Suite 250, Alexandria, Virginia 22314 ("Contractor"), a California Corporation 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
- Exhibit A – Scope of Services
- Exhibit B – Fee Schedule
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor and Individual)
- Exhibit D – WPCP's Contractor Safety Standard

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

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

**2. SCOPE OF SERVICES**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Services" (Exhibit A), the primary purpose of the Work is to provide on-call multidisciplinary, professional engineering services for Arlington County's Water Pollution Control Plant (WPCP) for all aspects of wastewater conveyance and treatment. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

The Work will commence on March 1, 2024, and must be completed no later than February 28, 2025 ("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 three (3) additional 12-month periods, from March 1, 2025, to February 29, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and using fully burdened hourly rates for the positions defined in Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The fully burdened hourly rates shall include all costs and expenses of providing the services described in this Contract to the County. Items determining the fully burdened hourly labor rates may include employee benefits, support staff, overhead, profit, and other indirect costs. Only time the Contractor's employees spend on work assigned by County staff will qualify for payment. No overtime pay will be allowed under this Contract. The Contractor will complete the Work for the total amount specified in each task.

Any Task Order executed against this Contract during the effective term may survive beyond the expiration of this Contract. In such cases, all terms and conditions of this Contract shall apply to work continuing to be performed under such a Task Order, until that Task Order is completed.

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

**6. CONTRACT PRICE ADJUSTMENTS**

The hourly rate(s) will remain firm until February 28, 2025 ("Price Adjustment Date"). Only the base hourly rate of the fully burdened hourly rates may be increased, and the overhead rate may be increased if the Contractor has new audited overhead rates approved. 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. The adjusted hourly rates on the Contract do not apply to task orders awarded prior to the contract price adjustment date. When a task order is awarded, the hourly rates in effect shall remain with the task order award during the entire task order term.

**7. CODE AND REGULATORY COMPLIANCE**

The Contractor is responsible for completing the design work and administering the construction phase of any project in accordance with the Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, and other applicable federal, state, and/or local regulatory requirements. If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs, and costs of delay.

**8. STANDARD OF CARE**

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, costs estimates, and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor's consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, complete and appropriate for the purposes intended; and the project, if constructed in accordance with such plans, drawings, specifications, and other documents, will be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Contractor is responsible for all costs and expenses incurred by the County, including increased construction costs, when such costs and expenses are the result of any violation of this Standard of Care section. The County's review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care section above comment to address the new paragraph.

**9. NOT-TO-EXCEED PROJECT COST**

The County will provide the Contractor with a description of the project scope of work, including information on functions, space requirements, special features, aesthetic requirements and authorized square footage, and a "Design-Not-to-Exceed" construction budget.

The Contractor will submit a cost estimate with each design phase submittal. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor will notify the County within five business days of the issue becoming apparent and will, at no additional cost to the County, work with the County to redefine the design concepts (such as space, project size, utilization, building efficiencies and materials of construction) so that the estimated cost of construction does not exceed the construction budget.

The Contractor will provide to the County a final cost estimate that will be used by the County when obtaining construction bids ("Not-to-Exceed Project Cost"). If the lowest competitive bid exceeds the Not-to-Exceed Project Cost by more than 15% and the County's negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor must revise the construction drawings and specifications at no additional cost to the County for a re-bid that will result in construction bids that fall within the Not-to-Exceed Project Cost.

**10. PAYMENT**

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an approved invoice. All payments will be made from the County to the Contractor via ACH.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

The invoice must be based on fully burdened hourly rates for the positions defined in Exhibit B. Invoices must include the County Purchase Order number; the project name; the balance remaining to complete the assignment; staff names, titles, and hourly rates; and any other documentation as required by the County Project Officer. The Contractor shall submit detailed time sheets for any staff augmentation work. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The Contractor shall provide any expenses at cost. The County will only pay expenses approved by the Project Officer. Invoices for expenses shall be attached to the Contractor's requests for payment.

**11. ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written modification, and the County issues a purchase order consistent with the modification.

**12. REIMBURSABLE EXPENSES**

Only reasonable project-related expenses identified in Exhibit A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit B.

**13. REIMBURSABLE TRAVEL-RELATED EXPENSES**

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

**14. \* 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.

**15. \* 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.

**16. 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).

**17. \* 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.

**18. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

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

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

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

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

**19. \* 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, sexual orientation, gender identity, national origin, age, 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.



**20. \* 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.

**21. \* 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.

**22. \* 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.

**23. SAFETY**

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

**24. 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.

**25. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, 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 attorney's fees), charges, liability, demands or exposure to the extent resulting from or arising out of the Contractor's negligent acts, errors, or omissions, including the negligent acts, errors, or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, 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. Neither party will be liable to the other under this Contract for any incidental, consequential, or other indirect damages.

**26. 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, 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, 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.

**27. COPYRIGHT**

By this Contract, upon compensation to the Contractor for work performed under 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.

**28. OWNERSHIP OF WORK PRODUCT**

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

All work product, in any form, that results from this Contract is the 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 allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must 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.

**29. 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 C) 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).

### 30. **\* ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local

Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**31. \* 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.

**32. 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, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

**33. \* 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.

**34. \* 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. AMENDMENTS**

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

**40. \* 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.

**41. \* 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.

**42. \* 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.

**43. ARBITRATION**

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

**44. 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.

**45. 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.

**46. 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.

**47. \* 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.

**48. 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 OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION or DATA SECURITY AND PROTECTION.

**49. 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.

**50. 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.

**51. NOTICES**

Unless otherwise provided in writing, all written 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:**

John McGettigan, PE, Vice President  
Brown and Caldwell, Inc.  
1725 Duke Street, Suite 250  
Alexandria, Virginia 22234



Phone: (703) 340-1108  
Email: [jmcgettigan@brwncauld.com](mailto:jmcgettigan@brwncauld.com)

**TO THE COUNTY:**

Fasil Haile, Project Officer  
DES – Water Pollution Control Bureau  
3402 S. Glebe Road  
Arlington, VA 22202  
Phone: (703) 228-6857  
Email: [fhaile@arlingtonva.us](mailto:fhaile@arlingtonva.us)

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

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

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

**52. 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, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**53. \* NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**54. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- The Contractor must design the project to meet all ADA requirements.
- The Contractor must monitor Work performed by the construction contractor and inform the County and the construction contractor immediately of any Work that does not conform with the ADA.

Neither the Arlington County Inspection Services Division, nor any County staff and/or third-party inspection service, is responsible for verifying that the Project's design complies with the ADA.

#### **55. 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 \$2000,000 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 provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Errors and Omissions or Professional Liability - \$1,000,000 per occurrence. The Contractor shall carry insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract.
- 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 provided with 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.

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

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

BROWN AND CALDWELL, INC.

AUTHORIZED  
SIGNATURE: Dr. SHARON T. LEWIS  
DocuSigned by:  
89B86B1AD301462...  
NAME: DR. SHARON T. LEWIS

AUTHORIZED  
SIGNATURE: Sachin Gajwani  
DocuSigned by:  
037081EEB4F349E...  
NAME: Sachin Gajwani

TITLE: Purchasing Agent

TITLE: Vice President

DATE: 2/27/2024

DATE: 2/27/2024

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Contractor shall provide professional engineering services for infrastructure projects primarily focused on wastewater treatment and collection system lift stations. Other requested services may include those related to force mains, gravity sanitary sewers, and drinking water or stormwater systems. Over the contract term, the County anticipates that the services required may include, but are not limited to, those listed below. The County has identified the following potential task orders that the Contractor may be requested to perform:

- Aeration Blower Evaluation and Preliminary Design
- Structural Evaluations of Existing Buildings, Tanks, and Processes
- Chemical Tank Replacement Design and Construction Management Services
- Facility Condition Assessments
- Lift Station Assessments
- Onsite Pump Station Capacity Analysis
- Hydraulic Model Development
- Process Area Training Module Updates
- Influent Channel Condition Assessment
- Evaluation of Temporary Construction Impacts to Existing Treatment Processes
- Process Evaluation and Optimization in Anticipation of Future Upgrades

The Contractor shall provide a dedicated Project Manager who will be the point of contact for originating all task orders. The Project Manager shall be located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. All services shall comply with the applicable industry standards and all federal, state, and local laws, ordinances, and regulations. Onsite work shall be performed in accordance with the WPCP's Contractor Safety Standard, shown in Exhibit D.

The County will pay (or reimburse the Contractor at Contractor's cost, as required) for all required permit and inspection fees.

The Contracts will be used mainly by the Arlington County Water Pollution Control Plant (WPCP); however, they may be used by any other County Department that needs the services covered by these Contracts.

**1. PROJECT-RELATED SERVICES**

Services that may be requested as task orders include:

- a) Site plan engineering, geotechnical engineering, and surveying services.
- b) Multidisciplinary studies, evaluations, and Preliminary Engineering Reports.
- c) Detailed design for all applicable disciplines to produce sealed design drawings and technical specifications.
- d) Development of construction phasing and maintenance of plant operations procedures detailing temporary facilities and process modifications to ensure treatment reliability during construction.
- e) Bid phase services to include developing responses to questions from potential bidders, evaluating bid packages, creating conformed documents, etc.

- f) Construction administration and inspection services to include submittal review, RFI responses, change order support, and startup integration, testing, and support.
- g) Construction management services include monitoring construction progress, contractor performance, quality assurance/ quality control, change order negotiations, and issue resolution.
- h) Commissioning services include training, O&M manuals, SOPs, equipment testing and startup, issue tracking and resolution, and commissioning reports.
- i) Project close-out services to include project documentation, asset registry updates, and process optimization.
- j) Project cost estimating (feasibility level through bid level) and project scheduling services.
- k) Third-party reviews, include project constructability, value engineering, and peer reviews.
- l) Federal, state, local and permitting services.

## **2. FACILITY OPTIMIZATION SERVICES**

Services that may be requested as task orders include:

- a) Evaluating and recommending improvements concerning specialized process equipment and systems, including chemical dosing, odor control, pumping, control systems, and aeration systems.
- b) Determining baseline conditions and recommending process optimizations to reduce Greenhouse Gas (GHG) emissions, chemical use, energy consumption, and other potential cost savings.
- c) Conducting feasibility studies and investigations into innovative process modifications (for example, advanced nutrient removal).
- d) Evaluating and recommending improvements to plant information management systems (Computerized Maintenance Management System (CMMS), SharePoint, Hach WIMS, Power BI Dashboards, SQL, etc.).
- e) Conducting economic feasibility evaluations for process alternatives.
- f) Assisting in evaluating, modeling, piloting, and implementing alternate chemicals, process configurations, equipment and/or control strategies.
- g) Updating the plant's BioWin Process Model to run requested scenarios.
- h) Supporting the facility's asset management program through general program review, facility assessments, equipment condition assessments, reliability assessments, life cycle analyses, standardization evaluations, critical equipment identification, and software evaluations.
- i) Evaluating existing treatment processes under future operating conditions.
- j) Assessing environmental vulnerabilities including floodplain studies, impacts of climate change, and effects of sea level rise.

## **3. GENERAL SERVICES**

Services that may be requested as task orders include:

- a) Providing wastewater collection, conveyance, and treatment process/operations troubleshooting and assistance.
- b) Updating existing drawings, performing field verifications, and generating new drawings or models from existing information.
- c) Updating, developing, and/or revising Standard Operating Procedures (SOPs) and the facility's Operations and Maintenance Manual.
- d) Training County staff related to projects, processes, facility optimization, and water/wastewater industry best practices.

- e) Providing environmental permitting support and regulatory assistance, including the industrial pretreatment program, TMDL, VPDES, solids, air, and other permits.
- f) Negotiating permit renewals, consent orders, inter-jurisdictional agreements, and other memoranda of understanding as needed.
- g) Analyzing data to ensure permit compliance and make recommendations to improve reliability.
- h) Providing flow capacity monitoring and planning, including hydraulic modeling and simulations.
- i) Developing and/or enhancing the facility's Environmental Management System (EMS), safety management system, emergency response planning, electrical hazards identification, security system, and on-site stormwater management practices.
- j) Developing, updating, and/or organizing existing documentation for current assets.
- k) Performing life cycle planning for assets, to ensure appropriate replacement pathways are in place before asset replacement is needed.
- l) Developing contract requirements and scopes of work for separate procurements outside of the services defined in this agreement, such as Invitations to Bid for operations, maintenance, and construction activities.

#### **4. STAFF AUGMENTATION**

In addition to task-based assignments, the Contractor may be required to provide staff augmentation for services described in this scope of services to work on a specific project or on multiple projects. The individual may be required to perform work or manage the work of other consultants and construction contractors, who will be under separate contracts with the County. The assigned individual shall work under the direct supervision of the County staff. All office space and office equipment will be provided by the County. Compensation will be paid only for actual hours worked. No overtime will be allowed under this Contract.

Assignments for Staff Augmentation Work will be made based on the following procedure, regardless of the dollar value of the assignment. The specific details of each assignment will be provided in the County's request for submission of information on qualified staff. Submission of proposed candidate's required qualifications and related experience for each specific project management services assignment will be requested from all Contractors. The County, at its sole discretion, will select the best qualified candidate from the Contractors' submitted qualification statements.

For any work required to be performed by staff augmentation personnel at the off-site lift or metering stations, only reimbursement of the cost of mileage between County offices and the project site is allowable. Such reimbursements will be made in accordance with the County's Reimbursable Travel-Related Expenses.

#### **5. PROCEDURES FOR PROJECT/TASK ORDER WORK ASSIGNMENTS**

The County will assign projects on a rotating basis. Once a project is assigned, individual task orders will be developed prior to execution of the work. The following procedures shall be followed when a task is required of the Contractor:

- a) For each new task, the County will contact the Contractor via email with a scope of work, including a description of the project or issues encountered and potential deliverables. The Contractor shall, within ten (10) business days, submit via email to the County project officer a technical approach task proposal to perform the work based upon the Contractor's fixed hourly rates as set forth in the contract. At a minimum, the proposal shall include the following elements:

1. A narrative describing the proposed method of work that needs to be performed for each task, including assumptions and exclusions.
  2. Proposed schedule and delivery dates for agreed upon deliverables (technical memoranda, workshop meeting minutes, design documents, cost estimates, and others as directed by Project Officer).
- b) The County will review the Contractor's task proposal for acceptance and may elect to negotiate the scope, deliverables, and schedule to meet the County's needs. Once negotiation is complete, the Contractor shall submit a proposed not-to-exceed price (broken out by sub-tasks if any are included) and total number of hours required for each staff category to complete the scope of work for the project. If the County and the Contractor cannot reach an agreement on the negotiated scope, deliverables, fee and schedule, the County reserves the right to issue a separate solicitation for the task or select the next Contractor in rotation.
- c) If the County accepts the proposal, the County will issue a task order directing the Contractor to perform the work and a purchase order to encumber funds for the project. No work can be performed by the Contractor for any project until the proposal has been approved by the project officer, and the Contractor has received an approved County purchase order covering the individual task order.

To maintain equity among Contractors, once the total fees awarded by the County exceeds \$500,000, the County shall not issue task orders to a Contractor that has received more than 70% of the total fees awarded by the County since the initial award. Records of the Contractor total fees, and percentage values will be maintained by the County's Water Pollution Control Bureau. The County will provide, upon request, to any Contractor values of awards made to individual Contractors since the initial award.

Preparation of all proposals shall be at no cost to the County. The County reserves the right to issue separate solicitation(s) for project(s) when doing so is determined to be in the best interest of the County or when the assignment is reasonably expected to evolve into a task order that would exceed the \$2,500,000 threshold.

## **6. CONTRACTOR STAFF**

The services shall be governed by the hourly rates contained in Contract Rates.

Each proposed professional team member shall have the certification required to perform the required task. The contractor may propose to provide some services through sub-contractors, subject to prior approval of the County Project Officer. A specific project or task may require the services of a specialized sub-contractor not on the approved hourly fee schedule. The County Project Officer may authorize the use of such specialty sub-contractors at either a lump sum for a defined scope of services or at rates comparable to the list in the contract and in concurrence with established rates within the area, if in his or her judgement that service is necessary to the project.

**EXHIBIT B  
FEE SCHEDULE**

| <b>Brown and Caldwell</b>                              |                         |   |
|--|-------------------------|---|
| <b>Position</b>  | <b>Base Hourly Rate</b> | <b>Fully Burdened Rate<br/>(to include O/H &amp; P)</b> |
| Principal  | \$ 116.07               | \$ 361.80   |
| Project Manager  | \$ 103.99               | \$ 324.15   |
| Task Manager   | \$ 66.14                | \$ 206.16   |
| Civil Engineer   | \$ 71.80                | \$ 223.81   |
| Electrical Engineer                                    | \$ 72.82                | \$ 226.99   |
| I&C Engineer   | \$ 82.20                | \$ 256.22   |
| Mechanical/HVAC Engineer                               | \$ 94.19                | \$ 293.60   |
| Structural Engineer                                    | \$ 79.37                | \$ 247.40   |
| Treatment Process Mechanical Engineer                  | \$ 94.19                | \$ 293.60   |
| WWTP Operator Licensed in the Commonwealth of Virginia | \$ 90.62                | \$ 282.47   |
| Architect  | \$ 95.89                | \$ 298.89   |
| Senior Technical Consultant (Engineer VI)              | \$ 101.23               | \$ 315.55   |
| Senior Principal Engineer (Engineer VI)                | \$ 101.23               | \$ 315.55   |
| Principal Engineer (Engineer V)                        | \$ 75.71                | \$ 235.99   |
| Senior Engineer (Engineer IV)                          | \$ 59.40                | \$ 185.15   |
| Engineer III   | \$ 49.78                | \$ 155.17   |
| Engineer II  | \$ 41.54                | \$ 129.48   |
| Engineer I   | \$ 33.30                | \$ 103.80   |
| CADD Tech III (Lead)                                   | \$ 49.78                | \$ 155.17   |
| CADD Tech II   | \$ 41.54                | \$ 129.48   |
| CADD Tech I  | \$ 33.30                | \$ 103.80   |
| Engineering/Operations Support Technician              | \$ 33.30                | \$ 103.80   |
| Cost Estimator II                                      | \$ 59.40                | \$ 185.15   |
| Cost Estimator I                                       | \$ 49.78                | \$ 155.17   |
| Editing/Graphics                                       | \$ 29.87                | \$ 93.10  |
| Project Analyst  | \$ 41.54                | \$ 129.48   |
| Clerical/Administrative                                | \$ 44.77                | \$ 139.55   |



| <b>Rinker Design Associates, P.C.</b> |                         |   |
|---------------------------------------|-------------------------|---|
| <b>Position</b>                       | <b>Base Hourly Rate</b> | <b>Fully Burdened Rate<br/>(to include O/H &amp; P)</b> |
| Senior Staff A (Gunn)                 | \$ 98.97                | \$ 266.45   |
| Senior Staff B (Henegar)              | \$ 81.43                | \$ 219.23   |
| Senior Project Manager (Cummings)     | \$ 79.42                | \$ 213.82   |
| Senior Engineer A (Yeagle)            | \$ 61.70                | \$ 166.11   |
| Senior Engineer B (Jacoby)            | \$ 69.82                | \$ 187.97   |
| Project Manager                       | \$ 81.80                | \$ 220.23   |
| Engineer IV                           | \$ 70.06                | \$ 188.62   |
| Engineer III                          | \$ 58.74                | \$ 158.15   |
| Engineer II                           | \$ 47.77                | \$ 128.61   |
| Engineer I                            | \$ 37.35                | \$ 100.55   |
| Clerical                              | \$ 31.22                | \$ 84.05  |
| Environmental Specialist              | \$ 45.45                | \$ 122.36   |
| Construction Manager                  | \$ 77.50                | \$ 208.65   |
| Construction Inspector                | \$ 27.72                | \$ 74.62  |
| Licensed Land Surveyor                | \$ 66.13                | \$ 178.04   |
| Survey Field Coordinator              | \$ 47.96                | \$ 129.12   |
| 2-Man Survey Crew                     | \$ 65.63                | \$ 176.69   |
| 1-Man Survey Crew                     | \$ 39.03                | \$ 105.08   |

| <b>Schnabel Engineering, LLC</b> |                         |   |
|----------------------------------|-------------------------|---|
| <b>Position</b>                  | <b>Base Hourly Rate</b> | <b>Fully Burdened Rate<br/>(to include O/H &amp; P)</b> |
| Senior Reviewer                  | \$ 105.89               | \$ 326.78   |
| Senior Associate                 | \$ 87.43                | \$ 269.81   |
| Associate                        | \$ 74.68                | \$ 230.47   |
| Senior Engineer                  | \$ 61.50                | \$ 189.79   |
| Project Engineer                 | \$ 48.83                | \$ 150.69   |
| Senior Staff/Staff Engineer      | \$ 38.08                | \$ 117.52   |
| Clerical                         | \$ 35.32                | \$ 109.00   |

**EXHIBIT C**  
**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of Brown and Caldwell, Inc. ("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. 24-DES-RFP-172b (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: Sachin Gajwani Vice President  
Date: 2/27/2024 \_\_\_\_\_

**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. 24-DES-RFP-172b (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**

Water Pollution Control Bureau  
Operating Standard  
Contractor Safety Standard


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**ARLINGTON COUNTY  
ENVIROMENTAL SERVICES DEPARTMENT  
WATER POLLUTION CONTROL BUREAU  
STANDARD OPERATING PROCEDURES**

**Contractor Safety Standard**

Effective Date: December 15, 2016

Last version: September 28, 2006

Approved By:  12/15/16  
Tom Broderick, Bureau Chief  
Water Pollution Control Bureau  
Date:

Approved By:  12-15-16  
Peter Ceo, Safety Specialist  
Water Pollution Control Bureau (WPCB)  
Date:

**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

**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 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, sub-Contractors, 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 as well as 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 sub-Contractors 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 sub-Contractors 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 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 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 preceded 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 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.

SDS –Safety Data Sheets

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.

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 for 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 CFR4 1926 and applicable national consensus standards relevant to the type of work being preformed. (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 his 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 his 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 his 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 his 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 written, 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. Make sure that a hazard analysis of work areas are 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. Make sure that the Contractor Safety Checklist completed by service and construction Contractors are reviewed and that necessary steps are taken to ensure compliance with the WPCB Contractor Safety Standard.
7. Make sure 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 changes in 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 that the Safety Specialist has been made aware of.
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. Make sure 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. Make sure that employees within their sections adhere to all aspects of the

### Contractor Safety Standard.

3. Make sure that all safety concerns surrounding Contractors are promptly resolved or referred to the Safety Specialist or designee for review and resolution.
4. Make sure 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 during the job the designee will report all accidents, exposure or concerns to the Safety Specialist immediately.
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. Make sure that any changes in the work place 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 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 assess 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. Make sure 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 work is started.
2. Make sure that Contractors working on jobs are aware that they have responsibility for complying with all aspects of this standard.

3. Make sure that any changes in the work place 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 or designee or WPCB point of contact immediately. In the event that the Safety Specialist is not initially involved, the designee will report all accidents, exposures or concerns to the Safety Specialist immediately.
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. Make sure that WPCB personnel do not provide WPCB equipment to Contractors for use under any circumstances other than emergency eyewash facilities, AED's, 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 their 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, AED's, 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 off site 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 regulatory requirements of VOSH (Virginia Occupational Safety and Health), OSHA (Occupational Safety and Health Administrator), the DEQ (The Virginia Department of Environmental Quality), Then Virginia Workers' Compensation Commission, all Local, State and Federal laws as well as 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 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 assure 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 assess 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 time on the WPCB site:
    - Hard Hat
    - Steel Toed Boots
    - Reflective Vest

- Safety Glasses with Side Shields

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

- Long Pants
- Shirts that cover the shoulders

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, 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 sub-Contractors 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 and paints)
- Generating Hazardous Waste (such as waste oil)
- Working with hazardous chemicals



- 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

- 8.) Training Requirements – All contractors, sub-Contractors 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, bull dozer, track machines, front end loaders, bo cats, fork trucks, stinger cranes and back hoes. 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 Back Flow 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 area neat, clean, orderly and free of excess trash and debris
- Keep form and scarp 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 and designee. Fire exits can not 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 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 Standards within the Bureau.

**B. APPENDICES TO STANDARD (1–6)**

|   |            |                     |
|---|------------|---------------------|
| Appendix #1   | Section 17 | Pages: 28–55        |
| General Review of OSHA standard applicable to Contractors |            |                     |
| Appendix #2   |            | Pages: 56–60        |
| Contractor Safety Checklist                               |            |                     |
| Appendix #3   |            | Page: 61            |
| Pre Job Contractor Safety Planning Checklist              |            |                     |
| Appendix #4   |            | Page: 62            |
| Instructions for thre use of Appendices #2 & 3            |            |                     |
| <del>Appendix #5</del>                                    |            | <del>Page: 63</del> |
| <del>Contact Telephone Numbers</del>                      |            |                     |



~~Appendix #6~~  
~~WPCB Facility Map~~

~~Page: 65~~



## **VII. WORKPLACE HAZARD ASSESSMENT**

A work place 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 their employees will be exposed to.

## **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 on site Contractor accidents
- List of Contractors, subs, consultants, etc who are anticipated to be working on site (needs to be submitted prior to Contractor proceeding with work)
- Material 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

Water Pollution Control Bureau  
Operating Standard  
Contractor Safety Standard

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**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 can not 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 fitting 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 can not 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 MSDS 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 MSDS 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 Guidelins, 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 defibrilators, located on site. Contractors must contact the WPCB Shift Supervisor or Safety Specialist/desinee 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 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 life lines 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 can not 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, log book, 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 on 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 (MSDS's) for all chemicals used or stored on the job site as required by VDLI/OSHA regulations. The Contractor shall provide copies of MSDS'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 - A 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 is 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 is 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 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 type 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 thier 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

Admininstrator 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 thouroughly 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 writtem 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 potential 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-incidenta*l 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 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.

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**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 designee when an injury or emergency occurs | Yes | No |
| 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 |
| <br>   |     |    |
| 9. Signs and Barricades  |     |    |
| a. Type used _____   |     |    |
| b. Plan to address vehicle traffic                                 | Yes | No |
| c. Method of preventing non-construction personnel on the job-site | 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 |
| <br>  |     |    |
| 2. Are Sub-Contractors required to have a written safety program                                | Yes | No |
| <br>  |     |    |
| 3. Are Sub-Contractors required to provide documentation of training                            | Yes | No |
| <br>  |     |    |
| 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 |
| <br>   |     |    |
| 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 _____  |     |    |
| <br>   |     |    |
| 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 _____ |     |    |
| <br>   |     |    |
| 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 |
| <br>  |     |    |
| 2. Material Handling Equipment  |     |    |
| a. Types used (powered industrial trucks, chain hoists, conveyors)<br>Circle all that apply.<br>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 and applicable standards                              | Yes | No |

### 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 |



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- |  |     |    |
|--|-----|----|
| 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 MSDS's for the chemicals you plan to use | Yes | No |
| 3. Provided MSDS's to Safety Specialist or designee     | Yes | No |

**Additional information or comments:**

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**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.