



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

CONTRACT AWARD COVERPAGE

TO: TOTAL ENVIRONMENTAL CONCEPTS, INC. 15 PARK AVENUE GAITHERSBURG, MARYLAND 20877	DATE ISSUED: 6/13/2023 CONTRACT NO: 24-DES-ITB-163 CONTRACT TITLE: VAULT INSPECTION AND MAINTENANCE
---	---

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

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-ITB-163, including any attachments or amendments thereto.

EFFECTIVE DATE: JUNE 13, 2023

EXPIRES: JUNE 12, 2024

RENEWALS: TWO (2) ONE (1) YEAR RENEWAL OPTIONS REMAINING FROM JUNE 13, 2024 TO JUNE 12, 2026

COMMODITY CODE(S): 96145

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 24-DES-ITB-163

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MARYANNE FAUDALE

VENDOR TEL. NO.: (301) 548-0382

EMAIL ADDRESS: MAFAUDALE@TECI.PRO

COUNTY CONTACT: MOHAMMAD NAYEB YAZDI, DES - SUSTAINABILITY

COUNTY TEL. NO.: (703) 228-4822

COUNTY CONTACT EMAIL: MYAZDI@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: Procurement Officer Date: 5/30/2023



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

AGREEMENT NO. 24-DES-ITB-163

THIS AGREEMENT is made, on 6/13/2023, between Total Environmental Concepts, Inc., 15 Park Avenue, Gaithersburg, Maryland 20877 ("Contractor"), a Maryland 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:

- Agreement No. 24-DES-ITB-163, and all modifications properly incorporated into the Agreement
- Exhibit A – Arlington County Invitation to Bid No. 24-DES-ITB-163, including DES General Conditions, incorporated by reference
- Exhibit B – Price Bid of Contractor
- Exhibit C – Special Conditions
- Exhibit D – Manual for Underground Detention Tank/Vault Inspection & Maintenance at Cardinal Elementary School
- Exhibit E – Waste Disposal Signature Form

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 WORK

The Contractor will furnish all labor, materials, and equipment for underground detention tank/vault inspection and maintenance at Cardinal Elementary School (the "Project") and all other work shown, described, and required by the Contract Documents (hereinafter "the Work").

The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the Contractor's responsibility, at solely the Contractor's cost,

to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer identified in Section 59, Notices, unless the Contractor is otherwise notified in writing.

4. CONTRACT TERM

The term of this Agreement will commence on June 13, 2023 and shall be completed no later than June 12, 2024 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon completion of the Initial Term, County and Contractor may agree, through bilateral execution of a Notice of Renewal, continued operations of the Contractor for not more than two (2) additional twelve (12) month periods from June 13, 2024 to June 12, 2026 (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 Progress Payments and Retainage and Payment Terms sections below and at the prices shown in Exhibit B, for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 12, 2025 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PROGRESS PAYMENTS AND RETAINAGE

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer. However, 5% of each progress payment will be retained by the County until Final Completion and acceptance of all Work covered by the Agreement.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Substantial Completion.

When calculating payment for materials on-site, the County shall not pay for materials which are not scheduled for incorporation into the Work within sixty (60) days from the date of application for payment.

8. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after approval of an invoice for completed work which is reasonable and allocable to the Contract. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is wholly responsible for the entire amount owed to any subcontractor with which the Contractor contracts in the performance of this Agreement, regardless of whether the Contractor has received payment from the County. The Contractor is not liable for amounts that are not owed as a result of the subcontractor's breach of its agreement with the Contractor, in which case the Contractor must notify the subcontractor in writing of its intention to withhold payment, in full or in part, and the reason for doing so.

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.

10. RELEASE AND REQUEST FOR FINAL PAYMENT

In order to receive final payment upon Final Completion of the Project and before Final Acceptance, the Contractor must submit to the Project Officer a signed original notarized copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

11. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass a County background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

12. PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on site, and with its own organization, at least seventy-five percent (75%) of the total direct labor and at least seventy-five percent (75%) of the total work in place to be performed under the Contract. Prior to award, the Contractor must demonstrate to the Project Officer's satisfaction that both of these standards will be met during contract performance. Labor and work to be counted when determining whether the Contractor has met the self-performance requirement shall not include any work that the Contractor performs under the supervision of a subcontractor.

The self-performance percentage or requirement may be reduced by an Amendment to the Contract, if during performance of the Work, the Contractor requests a reduction and the Project Officer determines that the reduction would be to the advantage of the County.

13. 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 occurs first.

14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during 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).

15. 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.

16. LIEN

It is expressly agreed that after any payment has been made by the County either to the Contractor for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor, or for the Contractor, which is to be used in the performance of the Contract.

17. 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.

18. 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.

19. 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.

20. 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.

21. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

22. PROJECT STAFF

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

23. FAILURE TO DELIVER

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

24. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided by the Contractor, is unsatisfactory to the County the Contractor must, upon notice from the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. If the Contractor fails to do so after fifteen (15) days the County shall have the right to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor and offset the expense and administrative costs against any

sums owed to the Contractor. This provision applies during the Contract term and during any warranty or guarantee period. At the Project Officer's discretion, rather than correction or replacement of the work, an appropriate adjustment to the Contract Amount may be made.

25. 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. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. 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, as defined above, 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.

26. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees, vendors, delivery drivers and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

27. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

28. COPYRIGHT

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

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

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

29. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

30. CONFIDENTIAL INFORMATION

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

31. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental

Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without

collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

32. 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.

33. 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.

34. 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.

35. RELATION TO THE 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.

36. 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.

37. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

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

38. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years, unless otherwise specified in the Contract, 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 (5) years after the final payment, unless otherwise specified in the Contract, 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.

39. 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.

40. AMENDMENTS

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

41. 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.

42. 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.

43. 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.

44. ARBITRATION

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

45. 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.

46. 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.

47. 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.

55. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

56. SURVIVAL OF TERMS

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

57. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

58. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

59. NOTICES

Unless otherwise provided in writing, all legal notices and other formal 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:

MaryAnne Faudale
Total Environmental Concepts, Inc.
15 Park Avenue
Gaithersburg, Maryland 20877
Phone: (301) 548-0382
Email: mafaudale@teci.pro

TO THE COUNTY:

Mohammad Nayeb Yazdi, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 705
Arlington, Virginia 22201
Phone: (703) 228-4822
Email: myazdi@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

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

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

60. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

61. INSURANCE

The Contractor shall maintain the required insurance coverage as set forth in the Invitation to Bid through completion of the Contract, including all warranty and guarantee periods.

62. MATERIAL CHANGES

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

65. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TOTAL ENVIRONMENTAL CONCEPTS, INC.

AUTHORIZED SIGNATURE: DocuSigned by:
Kaylin Schreiber
2513E5602A3A4DE...

AUTHORIZED SIGNATURE: DocuSigned by:
Todd H Patterson
047BFBE9D3564B7...

NAME Kaylin Schreiber

NAME: Todd H Patterson

TITLE: Procurement Officer

TITLE: VP and CFO

DATE: 6/13/2023

DATE: 6/13/2023

PREPARED BY: Tokes Adesida

THE UNDERSIGNED CERTIFIES THAT (CONTRACTOR NAME) TOTAL ENVIRONMENTAL CONCEPTS, INC. 2705069433
 IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE CODE OF VIRGINIA. CERTIFICATE NUMBER _____ WAS ISSUED ON THE
 ___1___ DAY OF _july_____, 2022. THE UNDERSIGNED FURTHER CERTIFIES THAT THE REGISTRATION FEE AND ALL RENEWAL FEES REQUIRED UNDER LAW HAVE BEEN PAID.

CHECKED BY:

MASTER ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Inspection Services					
I-1	Regular Inspection (7 during the first year, 1 per year thereafter)	9	EA	\$ 8,218.00	\$ 73,962.00
I-2	CCTV video inspection	1	EA	\$ 6,225.00	\$ 6,225.00
I-3	Emergency Inspection	6	EA	\$ 8,218.00	\$ 49,308.00
Defined As-Needed Maintenance Services					
M-1	Removal and disposal of sediment/trash	300	CY	\$ 696.00	\$ 208,800.00
Undefined As-Needed Maintenance Services					
M-2	Skilled Laborer	90	Hourly	\$ 132.00	\$ 11,880.00
M-3	Unskilled Laborer	72	Hourly	\$ 132.00	\$ 9,504.00
M-4	Equipment Operator	24	Hourly	\$ 153.00	\$ 3,672.00
M-5	Truck Driver	24	Hourly	\$ 153.00	\$ 3,672.00
M-6	Foreman	36	Hourly	\$ 174.00	\$ 6,264.00
Administrative Services					
A-1	Complete and submit inspection/maintenance form	15	EA	\$ 465.00	\$ 6,975.00
TOTAL					\$ 380,262.00

- Quantities are based on 3-years. Except for I-1 and I-2, all quantities are estimates.
- All prices shall be fully burdened and include mobilization, materials, labor, equipment, haul and disposal, and all things necessary to perform the work unless otherwise noted.
- For Undefined As-Needed Maintenance Services, the Contractor shall provide the County Project Officer with a quote that includes labor at the hourly rates in the Contract plus the actual cost of materials, supplies and equipment, actual rental cost of machinery and equipment with 10% markup. Once approved by the County Project Officer in writing, the Contractor may proceed with the Work. Contractor must provide receipts for all materials, supplies, and equipment for invoice approval.

EXHIBIT C

ARLINGTON COUNTY DES-OSEM

SPECIAL CONDITIONS

Contents

PROJECT SUMMARY.....	2
SUPPLEMENTS TO THE GENERAL CONDITIONS	2
ARTICLE A – DRAWINGS, SPECIFICATIONS AND RELATED DATA	2
ARTICLE B – COUNTY, COUNTY PROJECT OFFICER, AND CONTRACTOR RELATIONS.....	2
SC-B.1 INSPECTION OF WORK	2
SC-B.2 CONTRACTOR MANAGEMENT PERSONNEL.....	2
SC-B.3 PROTECTION OF WORK AND PROPERTY.....	3
ARTICLE C – LEGAL RESPONSIBILITY AND PUBLIC SAFETY	4
SC-C.1 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	4
SC-C.2 PUBLIC CONVENIENCE	4
SC-C.3 SITE CLEAN-UP AND WASTE DISPOSAL GUIDELINES.....	5
SC-C.4 STORMWATER POLLUTION PREVENTION PLAN (SWPPP).....	5
ARTICLE D – MEASUREMENT AND PAYMENT	5
SC-D.1 PAYMENTS TO CONTRACTOR.....	6
SPECIAL CONDITIONS.....	6
1. RESOURCES AND REFERENCES.....	6
2. PERMITS	7
3. ADDITIONAL CONTRACTOR/SUBCONTRACTOR REQUIREMENTS	8
4. SUBCONTRACTORS.....	8
5. SAFETY OF PERSONNEL AND EQUIPMENT	8
6. SCHEDULE, DURATION, REPORTING, AND PHASING REQUIREMENTS	8
7. WORK HOURS.....	9
8. GENERAL SITE SECURITY AND CONTROLS.....	9

PROJECT SUMMARY

The Contractor shall provide all resources to successfully perform the terms of this contract in accordance with Exhibit D – Manual for Underground Detention Tank/Vault Inspections & Maintenance at the Cardinal Elementary School, and in compliance with Arlington County and VDOT Standards and Specifications. Seven regular inspections shall be performed during the first year of the contract, and one regular inspection shall be performed annually in years two and three. Refer to Exhibit E for timing of these inspections.

All work within the VDOT Right-Of-Way shall be performed in accordance with the VDOT Standards and Specifications, unless otherwise noted. All work within the County Right-Of-Way shall be in accordance with the Arlington County Standards and Specifications, unless otherwise noted.

SUPPLEMENTS TO THE GENERAL CONDITIONS

These Conditions modify the Arlington County Construction General Conditions. All provisions that are not modified or deleted by these Supplemental Conditions shall remain in full force and effect.

The address system used in these Supplemental Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE A – DRAWINGS, SPECIFICATIONS AND RELATED DATA

ARTICLE B – COUNTY, COUNTY PROJECT OFFICER, AND CONTRACTOR RELATIONS

SC-B.1 INSPECTION OF WORK

Add the following new language to Paragraph B.1:

Since the vaults are located in a public school, Arlington County needs advance notice of regular inspection or maintenance from contractor in order to coordinate with Arlington Public Schools (APS). Contractor shall notify the Project Officer at least 72 working hours prior to any planned, non-emergency inspection or maintenance activities. Contractor shall notify the Project Officer as soon as possible in advance of any emergency inspection or maintenance activities. Contractor shall not proceed with inspection or maintenance activities until the Project Officer has notified Arlington Public Schools.

SC-B.2 CONTRACTOR MANAGEMENT PERSONNEL

Add the following new language to Paragraph B.2:

Contract Manager:

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall assign a qualified individual to serve as Contractor's Contract Manager. The Contractor's Contract Manager shall be experienced in contract management; supervision of employees; knowledgeable of stormwater management

facilities; be able to troubleshoot problems with the facilities; and be able to consult with the County Project Officer about remedies.

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

The Contract Manager assigned to this work shall have at least three (3) years of experience as a Contract Manager for underground stormwater management facility inspection, maintenance, and reporting and at least three (3) years of experience in the maintenance of all the underground system types listed in the scope of work . In addition, the Contract Manager must have experience in comprehending Construction Documents and be fluent in English.

Site Supervisor:

The Contractor shall have a Site Supervisor assigned to this work who is qualified and experienced and who can clearly communicate technical matters on-site at all times when inspection or maintenance activity is occurring or when the site is not in a secure state.

VDOT Basic Work Zone Traffic Control Personnel

The Contractor shall have at least one (1) employee certified by VDOT in Basic Work Zone Traffic Control on-site at all times that work is occurring within the right-of-way and be responsible for the following:

- Placement, maintenance, and removal of work zone traffic control devices,
- Compliance with permit requirements and conditions, approved plans and specifications, the Virginia Work Area Protection Manual, and the Manual of Uniform Traffic Control Devices.

Flagger

The Contractor shall have a flagger who shall be certified in accordance with the VDOT Flagger Certification Program, the American Traffic Safety Services Association Flagger Certification Program or any other VDOT approved flagger program. The flagger shall have his/her certification card with them at all times while performing flagging activities.

OSHA Personnel

The Contractor shall have at least one (1) employee certified in Occupational Safety and Health Administration (OSHA) 10 on-site at all times that work is occurring. The employee shall have served as a Project Safety Officer on at least three (3) prior projects.

Environmental Project Officer

Any Contractor employee who will enter the vault shall have successfully completed confined space training. The employee shall be on-site during all inspection/maintenance activities. The Contractor shall be responsible for ensuring compliance with all applicable local, State, and Federal regulations and permits during inspection/maintenance activities.

SC-B.3 PROTECTION OF WORK AND PROPERTY

Add the following new language to Subparagraph B.3:

The Contractor shall be responsible for all damages caused by their inspection or maintenance activities. The Contractor shall perform or provide repairs, replacements, and

restoration to all property that has been damaged resulting from inspection or maintenance operations performed by the Contractor, and shall meet the following requirements:

- Restore all areas to conditions that existed prior to inspection or maintenance.
- Remove and replace damaged items with items equal to or better than the damaged items.

ARTICLE C – LEGAL RESPONSIBILITY AND PUBLIC SAFETY

SC-C.1 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

SC-C.2 PUBLIC CONVENIENCE

Add the following new language to Paragraph C.2:

The Contractor shall set up controls at the beginning of each work day and take down controls at the end of each work day for the duration of the project. At all times the Contractor shall maintain safe two-way vehicular traffic, and safe accessible pedestrian traffic in conformance with County and VDOT standards.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with the Virginia Work Area Protection Manual and Part VI of the "National Manual on Uniform Traffic Control Devices." The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify Arlington County, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract. All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor.

When conditions warrant due to traffic volumes, patterns, or special events, the County may suspend or otherwise direct the Contractor's activities to protect the public and or the County's transportation network.

When the work includes a VDOT and/or County approved MOT Plan (or Plans), the Contractor shall strictly abide by this plan. If the Contractor proposes to deviate from the approved MOT Plan for a County road, it shall be the Contractor's responsibility to coordinate and obtain approval from the County Project Officer prior to implementing any changes. If the Contractor proposes to deviate from the approved MOT Plan for a VDOT road, it shall be the Contractor's responsibility to coordinate and obtain approval directly from VDOT prior to implementing any changes.

Prior to any lane closures within the VDOT Right-of-Way, the County Project Officer and VDOT Field Inspector must be notified in advance of such lane closure in accordance with VDOT requirements.

The Contractor shall not be entitled to any additional payment for changes to MOT which are the result of the Contractor's work schedule or resource allocation, weather delays, or other factors not controlled by the County.

Failure of the Contractor to correct any MOT deficiency immediately upon notification may result in the project being shut down until the deficiency is corrected, and a reduction from the amount of payment due in the amount of \$1,000.00 per violation. Repeated violations of this provision may result in contract termination.

At the close of each work day, the area of work shall be confined to the smallest area possible, so that the maximum use of the street and sidewalk shall be restored and the hazard to traffic reduced to the minimum.

The Contractor shall preserve all bus stops, including maintaining adequate accessibility through and adjacent to the construction for buses and their passengers. The Contractor shall not close, relocate, or otherwise modify a bus stop without prior request of the Project Officer. Any relocation or closure of a bus stop will require at least four weeks advance notice for coordination with the county's bus stop coordinator.

SC-C.3 SITE CLEAN-UP AND WASTE DISPOSAL GUIDELINES

Add the following new language to Paragraph C.3:

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

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

The County's Earth Products Recycling Yard (located at 4300 29th Street South, Arlington, VA) shall **not** be used on an as-needed basis for unspecified quantities of waste (due in part to the limited size of the Yard). Although atypical, the Yard **may** be considered, on a case-by-case basis, for disposal of specific types/quantities of waste from County projects. In such cases disposal arrangements must be approved by the County Project Officer, be made in advance, depend on available space and the type/quantity of waste, and comply with certain requirements (for example, concrete shall be broken into pieces no longer than 24" in any dimension, contain less than 20% soil content, and be free of rebar).

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

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

SC-C.4 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

ARTICLE D – MEASUREMENT AND PAYMENT

SC-D.1 PAYMENTS TO CONTRACTOR

For non-LAP projects include the following

Add the following new language to Section G.1:

Payments will be based on actual quantities and site measurements of the approved work taken in the field by the County Project Officer using the Contract Unit Prices. Any Work that is not shown on the approved plans that has not been previously authorized in writing by the Project Officer shall be at the Contractor's expense, and at no cost to the County.

SPECIAL CONDITIONS

These Special Conditions include any project-specific requirements in addition to the General Condition, Supplementary Specifications, and the County Standards Referenced herein.

1. **RESOURCES AND REFERENCES**

All work shall conform to project plans and specifications along with the current edition of following County and VDOT construction standards and specifications:

- **The Arlington County Department of Environmental Services (DES) Bike Parking Standards**, a copy of which may be downloaded at no charge from the internet at: <https://info.arlingtontransportationpartners.com/arlington-county-bike-parking-standards>
- **The Arlington County Department of Environmental Services (DES) Construction Standards and Specifications**, a copy of which may be downloaded at no charge from the internet at: <http://topics.arlingtonva.us/building/construction-standards-specifications/>
- **The Arlington County Department of Environmental Services (DES) Traffic Signal Specifications**, a copy of which may be downloaded at no charge from the internet at: <https://transportation.arlingtonva.us/traffic-signal-specification-updates/>
- **The Arlington County Department of Environmental Services (DES) Streetlight Specifications**, a copy of which may be downloaded at no charge from the internet at: <https://transportation.arlingtonva.us/streets/street-lights/lighting-standards-specifications-updates/>
- **The Arlington County Department of Environmental Services (DES) Pavement Marking Specifications**, a copy of which may be downloaded at no charge from the internet at: <http://transportation.arlingtonva.us/streets/traffic-signals/>
- **The Arlington County Department of Parks and Recreation (DPR) Specifications**, a copy of which may be downloaded at no charge from the internet at: <https://www.arlingtonva.us/Government/Departments/Parks-Recreation/About/Design-Standards>
- **The Virginia Department of Transportation (VDOT) Road and Bridge Standards and Specifications**, a copy of which may be downloaded at no charge from the internet at:

<http://www.virginiadot.org/business/const/spec-default.asp>

- **The Virginia Work Area Protection Manual (WAPM)**, a copy of which may be downloaded at no charge from the internet at: <https://www.virginiadot.org/business/trafficeng-WZS.asp>
- **Manual on Uniform Traffic Control Devices(MUTCD)**, a copy of which may be downloaded at no charge from the internet at: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm
- **The Arlington County Department of Environmental Services (DES) Dechlorination and Disposal Procedures**, a copy of which may be downloaded at no charge from the internet at: <https://www.arlingtonva.us/Government/Programs/Water-Utilities/Discharging-Chlorinated-Water>
- **Exhibit E – Manual for Underground Detention Tank/Vault Inspection & Maintenance at Cardinal Elementary School**
- **The Supplementary Specifications listed within the Contract.**

In case of a discrepancy, the following order of priority will apply, with the highest governing item appearing first and the least governing item appearing last:

The Contract Bid Items
Special Conditions
Contract Drawings
Supplemental Specifications
Arlington County Construction Standards and Specifications
External Agency Specifications

2. PERMITS

Permits required for the project may include, but are not limited to:

- **County Land Disturbing Activities (LDA) permit**
- **County Public Right-Of-Way (PROW) permit**
- **County Transportation Right-Of-Way(TROW) permits**
- **County Resource Protection Area (RPA) permit**
- **County Water Meter and Fire Hydrant permits**

All fees for County permits will be waived by Arlington County, and fees for non-County permits will be paid by Arlington County.

The County will obtain the County LDA permit, if required. The Contractor shall transfer the County LDA permit in the Contractors name as the permittee and/or responsible party prior to the start of Work.

If required, the Contractor shall provide a Responsible Land Disturber (RLD) that meets all the required qualifications of the permits. The Contractor shall complete and sign the RLD

certificate and submit to the County Project Officer prior to the start of and land-disturbing work.

The Contractor shall obtain the County PROW permit, the County TROW permits and the County Water Meter and Fire Hydrant permits. The Contractor is responsible for investigating and satisfying all permit requirements for the above-mentioned permits.

3. ADDITIONAL CONTRACTOR/SUBCONTRACTOR REQUIREMENTS

- a. Contractor shall have a Safety Manual and Plan. The Safety Manual and Plan must comply with OSHA regulations as well as all other applicable local, state, and federal standards and shall contain the following:
 - A written permit-required Confined Space Entry Program to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140, as well as all other applicable local, state and federal standards.
 - A copy of the documented training along with a list of trained and certified Contractor personnel. One of the listed personnel shall be the Site Supervisor.
 - The Confined Space Entry Procedures, Rescue Plan, and Entry Permits for review.

4. SUBCONTRACTORS

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

5. SAFETY OF PERSONNEL AND EQUIPMENT

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

6. SCHEDULE, DURATION, REPORTING, AND PHASING REQUIREMENTS

- a. The inspection schedule has been indicated in Exhibit E. The Contractor shall conduct the inspection based on the manual schedule.

- b. Inspections may be conducted independently of Maintenance; however, Maintenance must be completed within thirty (30) Calendar Days of the Inspection.
- c. The Contractor shall finalize the Inspection and Maintenance Sheet Log services and shall submit Sheet Log within fifteen (15) Business Days of completing work.
- d. The Contract Manager is responsible for report management under this Contract. Work shall include, but not be limited to, quality control review of reports, reviewing work orders, identifying components and their locations, tracking work schedules, emailing Reports, photo-documentation, etc.
- e. The Certified Inspector shall certify each of the Annual Inspection Reports.

7. WORK HOURS

The Contractor shall comply with **normal daytime working hours** as defined in the County Noise Control Ordinance unless otherwise defined by the project plans and specifications, or approved by the Project Officer.

The Contractor shall comply with **restricted working hours** of 9:00 am to 3:00 pm when working in Arlington County arterial streets unless otherwise indicated on the Maintenance of Traffic Plans for each project.

The Contractor shall comply with **restricted working hours** as defined by VDOT and as noted on the approved VDOT permit when working within the VDOT Right-Of-Way. For restricted work hours in VDOT ROW, see attached "Lane Closure Guidelines in NOVA District". The Contractor is responsible for satisfying all VDOT Permit requirements found at: <http://www.virginiadot.org/business/fairfax-permits-main.asp>.

In addition, the County reserves the right to restrict working days and hours to accommodate special site conditions as required.

8. GENERAL SITE SECURITY AND CONTROLS

The Contractor shall provide, erect, and maintain barricades, fences, and/or signage as required to protect the general public, workers, and adjoining properties at no additional cost to the County. Before leaving the site at the end of each day, the Contractor shall replace any and all sections of the security fence or barricade moved or removed during work hours.

The Contractor shall maintain clear vehicular access to existing driveways and entrances at all times unless such access is otherwise addressed on County-approved project plans, precluding concrete pouring and curing of such access points, unless otherwise directed by the County Project Officer.

Homeowners shall be notified by the Contractor a minimum of fourteen (14) calendar days in advance of any driveway closure, and driveways can only be closed for a maximum of five (5) calendar days.

The Contractor shall monitor parking of construction personnel's private vehicles and ensure that the public has unobstructed access to and through parking areas.

9. PRICING

All prices shall be fully burdened and include mobilization, materials, labor, equipment, haul and disposal, and all things necessary to perform the work unless otherwise noted.

For Undefined As-Needed Maintenance Services, the Contractor shall provide the County Project Officer with a quote that includes labor at the hourly rates in the Contract plus the actual cost of materials, supplies and equipment, actual rental cost of machinery and equipment with 10% markup. Once approved by the County Project Officer in writing, the Contractor may proceed with the Work. Contractor must provide receipts for all materials, supplies, and equipment for invoice approval.

10. CONTRACT RENEWALS

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

EXHIBIT D

Manual for Underground Detention Tank/Vault Inspection & Maintenance at Cardinal Elementary School

1. Introduction

Underground detention tanks/vaults function similar to detention ponds with the storage volume provided by an underground structure to capture stormwater. These underground detention tanks/vaults are typically utilized for sites that do not have space available for an above-ground system. These underground detention tanks/vaults have multiple components (system) including vaults, inlet and outlet pipes, manholes, hydrodynamic separator, diversion structure, and flow sensors. As the stormwater moves through this system, sediment and debris will tend to settle out of the water and collect within the system. Therefore, the vaults require regular inspections and maintenance to ensure that the system is functioning as designed. There are two detention vaults located at Cardinal Elementary School, 1644 N. McKinley Road, Arlington, VA 22205 (Figure 1). A regular inspection and maintenance plan will allow the system to (1) function efficiently and (2) experience an extended service life.

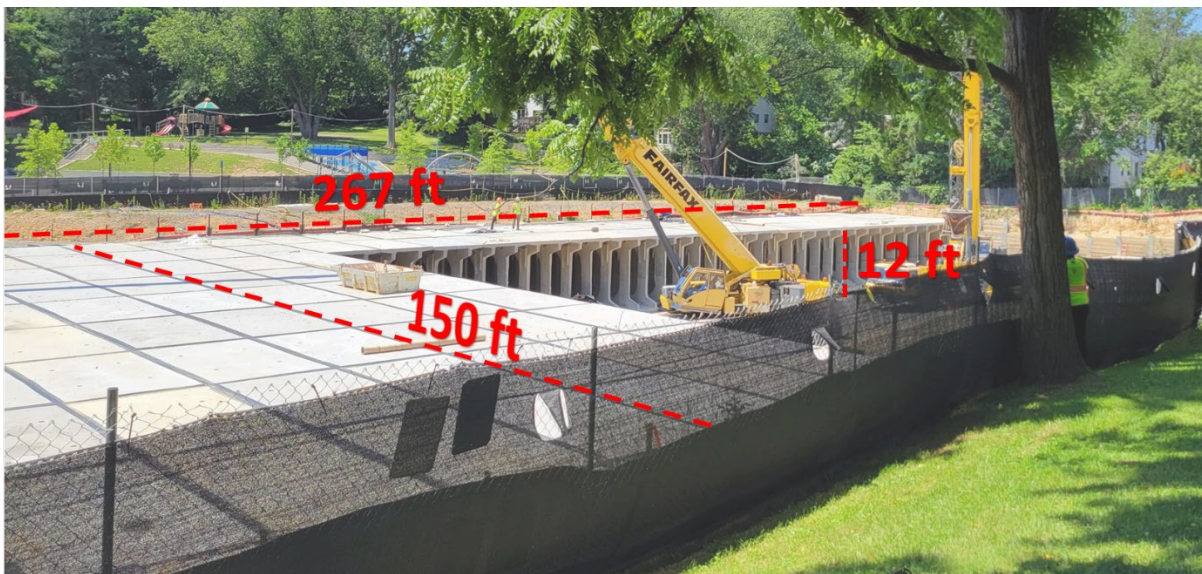


Figure 1. The Cardinal Elementary School underground detention vault located in Arlington



2. Inspection Frequency

Sediment and debris loading into the system can vary significantly from site to site due to winter road treatment, nearby soil erosion or construction activities, volume of daily traffic and land use. During the first year, inspections must be conducted seven times to evaluate the site-specific conditions. The first year of inspections shall be applied to determine the inspection and maintenance intervals for subsequent years to ensure appropriate maintenance is provided. After the inspection schedule is established for the system, it must be tracked on the Sample Inspection and Maintenance Log Sheet (Log Sheet), included as an attachment in this Manual. Contractor may utilize their own Log Sheet as long as the same information is incorporated as included in the Sample Log Sheet.

Based on average monthly precipitation in Arlington (Figure 2), inspection schedule for the first year shall be:

- After the first significant rainfall event (as determined by Arlington County) once vault 1 is online, and
- Monthly: end of May, end of June, end of July, end of October, end of January, and end of April.
- After the first year, the annual inspection shall be conducted in August.

In addition, the County may require emergency inspections for example after an unusually heavy storm, or if there a resident complaint (such as sinkholes, flooding, etc. near the system). Emergency inspections will be requested in writing to the Contractor, and the Contractor must complete the emergency inspections within 72 working hours in accordance with the standard inspection requirements in Exhibit D.

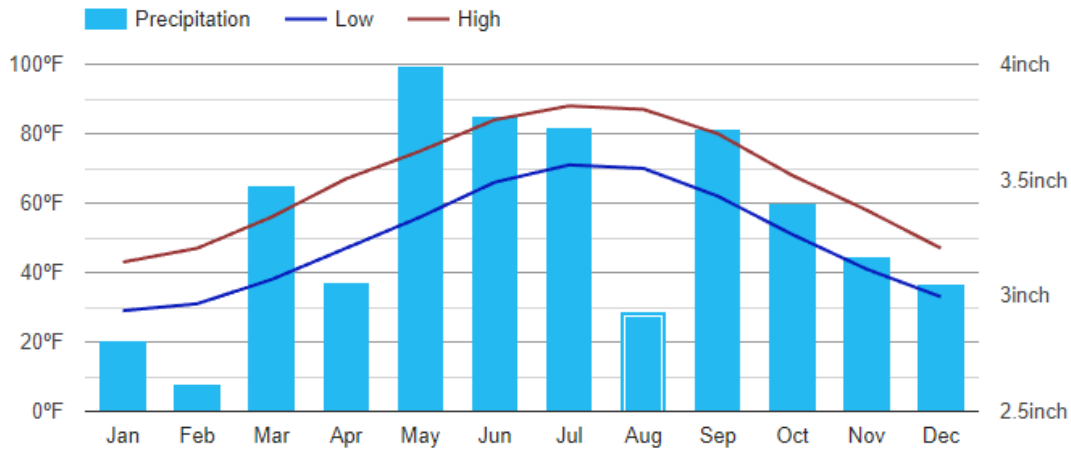


Figure 2. Average monthly precipitation and temperature in Arlington, VA.

2.1. Inspection Equipment

Since the vaults are an enclosed space, harmful chemicals and vapors can accumulate inside them and oxygen can be limited. Thus, the inspection and maintenance of these facilities must be conducted by an individual with training and certification in working in hazardous confined spaces. Equipment allowing for simple and effective inspection of the underground detention system includes, but is not limited to, the following:

- Inspection and Maintenance Log Sheet
- Flashlight
- Manhole hook or appropriate tools to access hatches and covers (“Wunder Cover” lifting tool stored at County Trades Center)
- Appropriate traffic control signage and procedures
- Sediment pole for measuring sediment and silt depth
- Protective clothing and eye protection

Note: Entering a confined space requires appropriate safety and certification. It is not required for routine inspections of the system as long as no individual enters the system.



2.2. Inspection Steps

Inspections must be done at least 2-3 days after the most recent rain event to allow for draining. Notify the County at least 72 working hours prior to a planned inspection, in order to facilitate adequate coordination with Arlington Public Schools (APS) to ensure that the athletic fields are not in use at the time of the inspection. Flexibility in scheduling inspections may be required. The underground detention system can be inspected by visual observation without entry into the system. All necessary pre-inspection steps must be taken before inspection occurs, especially traffic control and other safety measures to protect the inspector and nearby pedestrians from any dangers associated with an open access hatch or manhole. Before inspection, check the plan of the system and manhole locations (Figure 3).

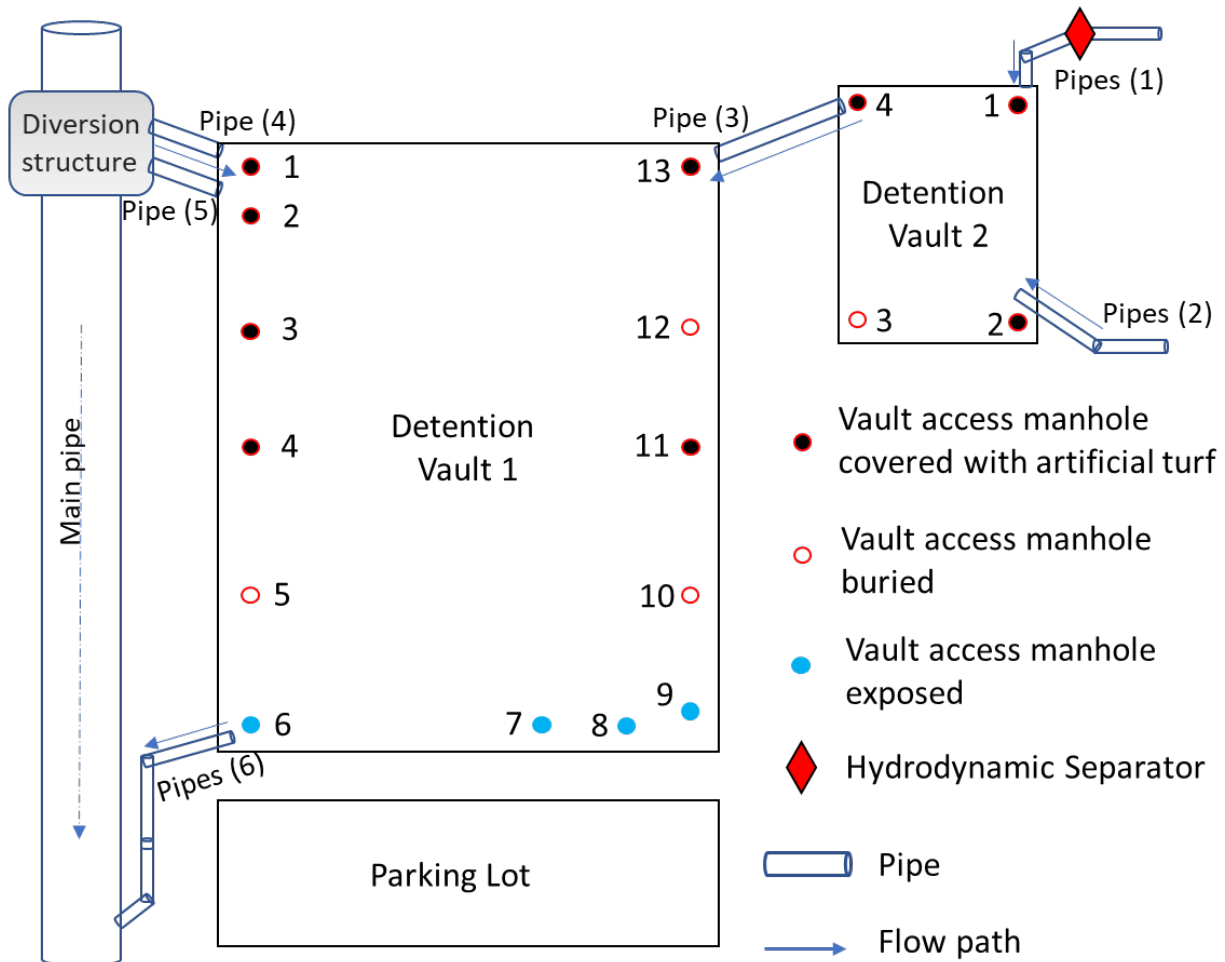


Figure 3. Cardinal Elementary School schematic plan with two Underground Detention Vaults

Once the vault access manholes have been safely opened the inspection process can proceed. The Contractor shall:

- Prepare the Inspection and Maintenance Log Sheet by completing the necessary information including date, time, and other information.
- Gas power tools shall not be used during inspection or maintenance due to limited oxygen levels inside the vaults.



- Annually, take photos using a pole camera during inspection of each section (manholes, pipes, etc.). Additionally, inspect these features using CCTV video during the second year of the contract.
- Observe the upstream drainage area and look for sources of pollution, sediment, trash, oil, and debris.
- Inspect each manhole and observe the inside of the system through the access manholes. If light is not available, use a flashlight to see inside the system and all its modules (Figure 4).
- Inspect each pipe opening to ensure that silt or any foreign objects are not blocking the pipes (as shown in Figure 3: pipes 1, 2, 3, 4 and 5).
- Check outfall pipe for movement or leakage (as shown in Figure 3: pipes 6).
- Remove any blockages observed during the inspection process only if you can do so safely from the top of the system (without entering into the system).
- Observe concrete for cracks and other signs of deterioration.
- Measure the amount of floatable debris accumulated in the system.
- Measure the amount of sediment accumulated in the system at each manhole using a sediment pole (Figure 5). Please note: Sediment depth may vary throughout the system, depending on the flow path.
- Inspect to make sure there is no evidence of oil, gasoline, contaminants or other pollutants are in the structure
- Record all observations and information on the inspection form. Notify the County within 24 hours if any evidence of sinkholes is observed.
- Any damage to the surface of the athletic fields due to inspection/maintenance must be reported to the County and repaired immediately.
- Any observed damage to the surface of the athletic fields (for example sink holes) not due to inspection/maintenance must be reported to the County.
- Contract Manager shall finalize the inspection report and send to the County's Project Officer for review.



Figure 4. The underground detention vault access manhole

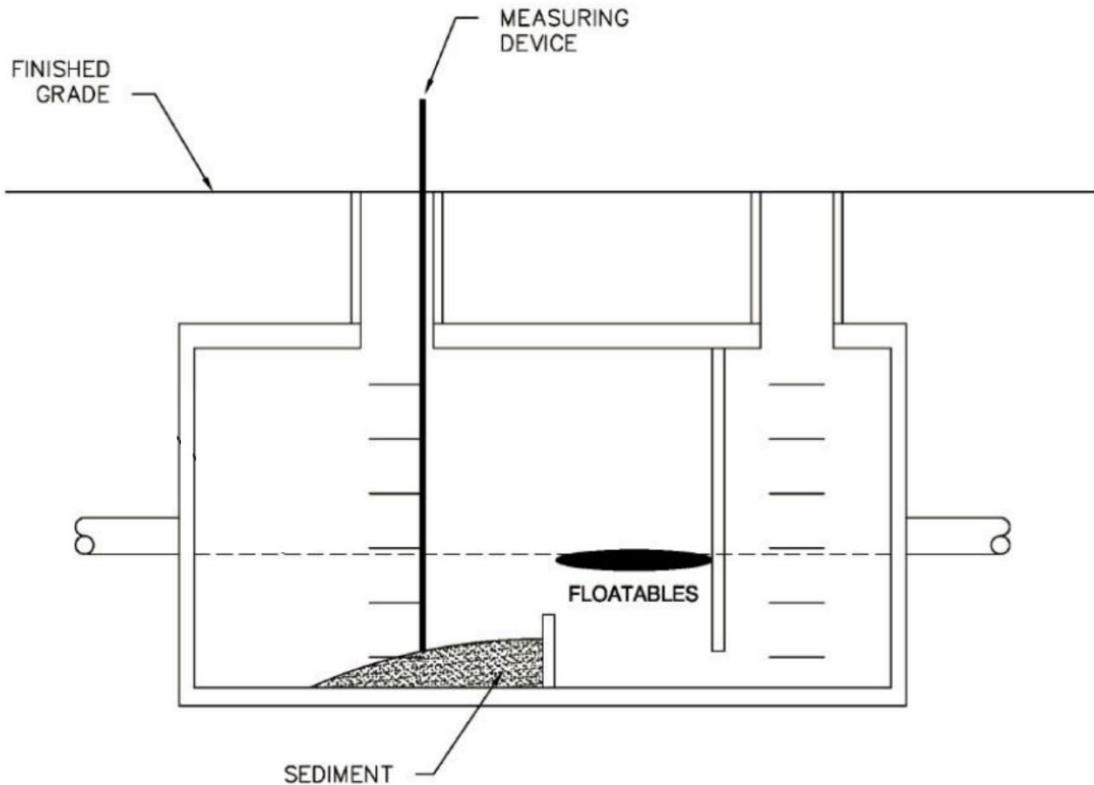


Figure 5. During inspection, measure the distance from finished grade to the top of the sediment inside the system.

3. Maintenance activity and indicators

Maintenance and cleaning frequency will vary for each system based on the system design. The system must be completely cleaned back to 100% of the originally designed storage volume whenever the below sediment levels have been reached. Typical maintenance activities for underground detention vault are shown in Table 1. Based upon observations made during inspection, maintenance of the system may be required based on the following indicators:

- Damaged inlet and outlet pipes.
- Obstructions in the system or within inlet or outlet pipes, that cause the pipes to become blocked or impede flow is impeded (i.e., sediment or debris).
- If the system does not drain to the lowest pipe elevation during dry conditions.

- Excessive accumulation of floatables.
- Excessive accumulation of sediment. Excessive sediment is defined as depth greater than one (1) foot within the vault row (Figure 6). This is approximately a depth of between 10 and 15 percent of the vault height.
- Excessive accumulation of debris and oil.
- Damaged joint sealant.

Annual maintenance, if required shall be conducted in August. Maintenance must occur at least 2 to 3 days after the most recent rain event to allow for drain down of the system and any upstream detention systems designed to drain down over an extended period of time. Maintaining the system while flows are still entering will increase the time and complexity required for maintenance.



Figure 6. The vault rows and time trigger for maintenance (1 foot of sediment captured in the vault row).



Table 1. Typical Maintenance Activities for underground detention vault

Drainage System Feature	Problem	Conditions to Check For	Maintenance Activity
Storage Area	Sediment and Debris	Sediment depth is more than 1 foot within the vault row (approximately 10 to 15 percent of the vault height).	All sediment, debris, and oil removed from storage area.
Storage Area	Joints between tank/pipe section	Any openings or voids allowing material to be transported into facility.	All joints between tank/pipe sections are sealed.
Storage Area	Tank pipe bent out of shape	Any part of tank/pipe is bent out of shape more than 10% of its design shape.	Tank/pipe repaired or replaced to original design standards.
Storage Area	Vault structure includes cracks in wall, bottom, damage to frame and/or top slab	Cracks wider than 1/2-inch and any evidence of soil particles entering the structure through the cracks, or maintenance/inspection personnel determines that the vault is not structurally sound.	Vault replaced or repaired to design specifications and is structurally sound.
Storage Area	Joints between tank/pipe section	Cracks wider than 1/2-inch at the joint of any inlet/outlet pipe or any evidence of soil particles entering the vault through the walls.	No cracks more than 1/4-inch wide at the joint of the inlet/outlet pipe.
Manhole	Cover not in place	Cover is missing or only partially in place. Any open manhole requires maintenance.	Manhole is closed.
Manhole	Locking mechanism not working	Mechanism cannot be opened by single maintenance personnel with proper tools. Bolts into frame have less than 1/2 inch of thread.	Mechanism opens with proper tools.
Manhole	Cover difficult to remove	One maintenance person cannot remove lid after applying normal lifting pressure. Intent is to keep cover from sealing off access to maintenance.	Cover can be removed and reinstalled by one maintenance person.
Manhole	Ladder rungs unsafe	Ladder is unsafe due to missing rungs, misalignment, not securely attached to structure wall, rust, or cracks.	Ladder meets design standards. Allows maintenance personnel safe access.

3.1. Maintenance Equipment

Equipment allowing for simple and effective maintenance of the underground detention system includes, but is not limited to, the following:

- Inspection and Maintenance Log Sheet Flashlight



- Manhole hook or appropriate tools to access hatches and covers (“Wunder Cover” lifting tool stored at County Trades Center)
- Appropriate traffic control signage and procedures
- Measuring pole and/or tape measure
- Protective clothing and eye protection
- Vacuum truck (extra-long hoses are required)
- Trash can
- Pressure washer

3.2. Maintenance Procedures

Contractor shall notify the County at least 72 hours prior to planned maintenance activities, in order to facilitate adequate coordination with Arlington Public Schools (APS) to ensure that the athletic fields are not in use at the time of the inspection. Flexibility in scheduling maintenance activities may be required. The Contractor’s equipment and operations shall be capable of completely removing debris from the facilities/devices. All vehicles, tools and equipment considered to be normal and customary to the industry and utilized in the performance of the work shall be furnished by the Contractor. The equipment used shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as required. The Contractor shall maintain the safety and good operational capability of the equipment throughout the contract period. No payment shall be made for equipment rental unless specific approval is obtained before the fact and the rate is mutually agreed to by the Contractor and the County Project Officer. The Contractor shall arrive at each work site with all of the tools and equipment necessary to complete the work required.

Before cleaning the system manually and entering into the vault, check the plan of the system and manholes locations (Figure 3). The following steps shall be taken:



- The system will be much easier to clean when there is little to no flow into the system and the system does not have any standing water. For this reason, system cleaning must be scheduled around dry weather.
- When beginning the cleaning process all upstream pipelines (inlet pipes), diversion structure, hydrodynamic separator, and vault 2 must be cleaned prior to starting on the vault 1.
- Cleaning must start at the highest elevation of the vault and work towards the lowest elevation (Figure 3).
- Stationing the vacuum truck above the downstream manifold and jetting the debris from the laterals to the downstream manifold provides an effective capture point for the vacuum line.

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

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

Note: A “Clamshell type” device is not approved for cleaning as it is difficult to remove all accumulated pollutants.

After considering the above factors and once all safety measures have been set, cleaning of the system by high-pressure water jet and a vacuum truck shall proceed as follows:

- Sediment must be flushed towards a vacuum hose for thorough removal.
- Remove the manhole cover at the top of the system and lower a vacuum hose into the vault row (Figure 6).



- Open up the manhole at the opposite end of the vault and use sewer jetting equipment to force water in the same row from one end of the vault row to the opposite side. The rows of the vault are completely open in one contiguous channel from one end to the other for easy cleaning.
- Place the vacuum hose and the sewer jetting equipment in the next row and repeat the process until all of the rows with more than 1 foot of accumulated sediment have been cleaned.
- When finished, replace all covers that were removed and dispose of the collected material properly.
- Any damage to the components of the system must be reported to the County's Project Officer.

If maintenance requires entry into the vault Contractor shall:

- Follow Occupational Safety and Health Administration (OSHA) rules for confined space entry, use a gas meter to detect the presence of any hazardous gases. If hazardous gases are present, do not enter the vault.
- Follow appropriate confined space procedures, such as utilizing a venting system, to address the hazard.
- Once it is determined to be safe, enter through the vault access manhole (Figure 4).
- When finished, replace all covers that were removed and dispose of the collected material properly.



DEPARTMENT OF ENVIRONMENTAL SERVICES
 Bureau of Sustainability and Environmental Management
 2100 Clarendon Boulevard., Suite 705, Arlington, VA 22201
 TEL 703-228-3000 www.arlingtonva.us

11/01/2022

Sample Inspection and Maintenance Sheet Log

Date				
Maintenance Personnel				
Item	Depth of Sediment (in)	Accumulated Trash (in)	Camera pole photo/CCTV	Maintenance Performed /Comments
Vault 1 Manholes				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				



13				
Vault 2 Manholes				
1				
2				
3				
4				
Inlet and outlet Pipes				
1				
2				
3				
4				
5				
6				
Diversion Structure				
1				
Hydrodynamic Separator				
1				

**STORMWATER MANAGEMENT FACILITY MAINTENANCE WASTE DISPOSAL
POLICIES and PROCEDURES**

Arlington County, Virginia

The form shall be signed or their Bid submission will be considered incomplete

In the interest of protecting water quality, maintaining infrastructure, and protecting public safety, Arlington County Department of Environmental Services, Office of Sustainability and Environmental Management (DES OSEM) established these policies and procedures for the disposal of waste material extracted from stormwater management facilities during maintenance operations. Failure to follow these policies may result in enforcement action or contract termination.

It is crucial to manage the waste stream generated from conducting maintenance of stormwater management facilities due to the contaminants and pollutants in the liquid, solid (sand, soil, sediment, vegetation) and floatable (plastic) waste. This waste must be disposed of at a solid waste landfill and not re-used or recycled.

TYPES OF WASTE AND THEIR DISPOSAL:

- | | |
|---|---|
| LIQUID | All liquid waste (sludge, slurry, chlorinated water) extracted from County stormwater management facilities must be transported to a landfill or a County-approved waste site*

No liquid waste can be released to the County storm drain or the sanitary system

NOTE: Liquid waste can no longer be disposed of at the Arlington County Water Pollution Control Plant |
| SEDIMENT | All sediment must be disposed of at a solid waste landfill |
| TRASH, DEBRIS,
FLOATABLES
(PLASTIC) | All trash, debris, floatables (plastic) covered with hydrocarbons shall be taken to a solid waste landfill |
| VEGETATION,
YARD DEBRIS | All yard /organic debris which has been in contact with bioretention soil media shall be taken to a landfill.

Exceptions: Fall leaves and sticks can be recycled or taken to a waste yard; Fresh clippings from mowing can be recycled or taken to a waste yard. |

All contractors and haulers operating in Arlington County must:

- 1) Retain a copy of these policies in their vehicle at all times when performing work in Arlington County.
- 2) Confirm with solid waste facility/landfill that they accept waste from stormwater management facilities.
- 3) Obtain pre-approval from the County if waste will be disposed of at a facility other than a solid waste landfill.
- 4) Plug all outfall pipes on underground or in-ground stormwater management facilities with a water tight seal prior to starting clean-out and maintenance.
- 5) Remove, collect, contain haul off site and dispose of at a solid waste landfill or a pre-approved facility.
- 5) Provide a trip ticket (manifest) from the transfer station of the landfill where waste is disposed. This ticket shall be submitted to the County with the Contractor Report and/or Invoice.

All companies must comply with all Federal, State, and County laws and regulations. This policy is not intended to supersede any other laws.

** Contractor shall print out, sign and submit with the bid documents **

By signing below, the Contractor certifies that they have read and agree with the terms of this document:

DATE

05/01/2023

BUSINESS NAME

Total Environmental Concepts, Inc.

NAME AND TITLE

Mary Anne Faudale, President/CEO

SIGNATURE

Mary Anne Faudale
