



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

CONTRACT AWARD COVERPAGE

TO: ROCK HARD EXCAVATING, INC. 1202 MONROE STREET HERNDON, VA 20170	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	DECEMBER 16, 2021 <hr/> 22-DES-ITBLW-410-D <hr/> COUNTY-WIDE SNOW REMOVAL SERVICES <hr/>
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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 consist of the terms and conditions of AGREEMENT No. 22-DES-ITBLW-410-D including any attachments or amendments thereto.

EFFECTIVE DATE: JANUARY 1, 2022

EXPIRES: DECEMBER 31, 2022

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE (5) YEAR CONTRACT.

COMMODITY CODE(S): 96872

LIVING WAGE: Y

ATTACHMENTS:

AGREEMENT No. 22-DES-ITBLW-410-D

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: K. MARIE SHEPARD - SECRETARY

VENDOR TEL. NO.: (703) 742-5444

EMAIL ADDRESS: SHEPARDKM@GMAIL.COM

COUNTY CONTACT: JEREMY HASSAN (DES - WSS)

COUNTY TEL. NO.: (703) 228-3647

COUNTY CONTACT EMAIL: JHASSAN@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Arlene Palmer Title: Buyer Date: December 16, 2021



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

AGREEMENT NO. 22-DES-ITBLW-410-D

THIS AGREEMENT is made, on January 1, 2022, between **Rock Hard Excavating, Inc.** (“Contractor”), a Commonwealth of Virginia corporation located at 1202 Monroe Street, Herndon, VA, 20170 authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of this Agreement, bid of the successful Bidder (hereinafter “Contractor”) and Arlington County (hereinafter “County”) Invitation to Bid No. 22-DES-ITBLW-410-D.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide County-wide snow removal services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor’s responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on January 1, 2022 and must be completed no later than December 31, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from January 1, 2023 to December 31, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 22-DES-ITBLW-410-D at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until December 31, 2022 ("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. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

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

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. DELIVERY

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

14. WARRANTY

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

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

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

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

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

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

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

16. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs

unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

17. CLEANING UP

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

18. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

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

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

19. OSHA REQUIREMENTS

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

20. HAZARDOUS MATERIALS

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

21. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

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

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

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

22. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

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

23. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or

experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

24. 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.

25. 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.

26. UNSATISFACTORY WORK

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

27. 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.

28. SUPERVISION BY CONTRACTOR

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

29. 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.
 - 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. INDEMNIFICATION

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

including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

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

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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)

46. 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.

47. 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.

48. AMENDMENTS

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

49. 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.

50. 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

51. 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.

52. ARBITRATION

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

53. 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.

54. 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.

55. 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.

56. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

57. 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.

58. SURVIVAL OF TERMS

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

59. 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.

60. 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.

61. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

K. Marie Shepard, Secretary
Rock Hard Excavating, Inc.
1202 Monroe Street
Herndon, VA 20170
Phone: (703) 742-5444
Email: shepardkm@gmail.com

TO THE COUNTY:

Jeremy Hassan, Project Officer
Arlington County, Virginia
4200 28th Street South
Arlington, VA 22206
Phone: (703) 228 – 3647
Mobile: (571) 329 – 0113
Email: jhassan@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):

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

62. 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.

63. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

64. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

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

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

- (1) Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see Exhibit C);

- (2) Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit C;
- (3) Include the provisions of this section in all subcontracts for work performed under the Contract; and
- (4) Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

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

f. QUESTIONS

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

65. 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.

1. 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.
2. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

3. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
4. Premises/Operations - \$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate
5. Employer's Liability - \$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
6. Independent Contractors - \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
7. Products Liability - \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
8. Completed Operations - \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
9. Contractual Liability (Must be shown on Certificate) - \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
10. Personal and Advertising Injury Liability - \$1 Million each offense, \$1 Million annual aggregate
11. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
12. 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.
13. 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.
14. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

66. 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.

67. COUNTERPARTS

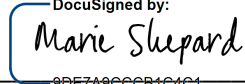
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ROCK HARD EXCAVATING, INC.

AUTHORIZED SIGNATURE:  DocuSigned by:
89B86B1AD301462...

AUTHORIZED SIGNATURE:  DocuSigned by:
9DE7A9CCCB1C4C1...

NAME: Dr. Sharon T Lewis

NAME: Marie Shepard

TITLE: Purchasing Agent

TITLE: Secretary

DATE: 12/20/2021

DATE: 12/20/2021

EXHIBIT A
SCOPE OF SERVICES

I. PURPOSE

- A. Arlington County (herein referred to as “County”) is soliciting bids from qualified Contractors to provide all necessary Laborers and equipment, along with experienced, qualified, and licensed Operators (licensed motor carrier Class A, B with endorsement(s) and/or specialized training, which does not apply to small equipment) Laborers and Drivers (small and large equipment) to perform snow and ice removal on County-maintained and/or County-controlled roads, and other County-controlled property and related facilities. County-maintained/ controlled roads include primary, secondary and residential roads, including sidewalks and bridges and safe routes to schools, all as defined in the current Snow Operations Plan (Snow Plan) on record with the Water, Sewer and Streets Bureau (WSS) of the Department of Environmental Services (DES) which will be shared with all awarded Contractors under this contract. County-controlled properties and facilities (can be found using the corresponding Real Property Code (RPC) at <https://propertysearch.arlingtonva.us/>) include, but are not limited to:

The County Trades Center, RPC 29-014-011 (Trades); the Wastewater Treatment Plant (RPC’S # 37036002 and 36006004) (WWTP) and accessory facilities; Wastewater (WWTP) and Water Treatment (WT) pump stations; bus stops/shelters; County controlled parking garages; sidewalks; and driveways.

- B. Snow Removal Season, for all subsequent years after Year 1, is defined as October 15th of each year through April 30th of the following year. In Year 1, Snow Removal Season shall commence upon the date of contract execution.
- C. Equipment and/or Laborers will be assigned to various locations throughout the County as determined by the County Department Designee(s) (Designee) The Contractor will perform work at locations assigned, but will first report to one of the following primary County locations (or alternate locations as directed by the Designee):

Roads, Bridges, Sidewalks	4200 28 th Street S.
Hauling	4200 28 th Street S.
Snow Melter	4200 28 th Street S.
Wastewater Treatment Plant	3402 S Glebe Rd.
Pumping Stations	3155 31 st St. S.
Facilities	2100 Clarendon Blvd.
Bus Stops, Shelters and Facilities	2100 Clarendon Blvd.
Trades Center	4200 28 th Street S.
Parks and Trails	2700 S. Taylor St.

- D. A more detailed description of each work location can be found in Section II Specifications. In order to be responsive, each Bidder must indicate the number of qualified Laborers, Operators, vehicles and/or equipment they have available under this contract, along with pricing for each, per the County-Wide Snow Removal Services – Bid Sheet.

II. SPECIFICATIONS

A. General Requirements

1. The Contractor shall provide snow removal equipment, along with experienced and licensed Operators, Laborers, fuel, tools, parts, supplies, and all other items needed to perform safe and efficient snow removal operations. The Work shall consist of, but shall not be limited to, snow and ice removal from County-owned roads, sidewalks and properties. Work shall be performed on an “as-needed and when- needed” basis throughout the County.
2. The Contractor shall provide chemical deicing agents needed for County-owned community center parking lots, library parking lots, facilities, multi-use trails, trade center parking lots, park parking lots, roads and/or other identified areas requiring specialty deicing service. The deicing agents to be used must be approved for the stated purpose by the Virginia Department of Environmental Quality / Environmental Protection Agency and the Virginia Department of Transportation. Specialty deicing agents may be required based on the manufacturer directions, needs of the environmental conditions, and/or the existing material conditions which shall be approved by the Designee prior to use. The Contractor shall provide a minimum of one (1) Supervisor to direct their employees at each work site location. Additional Supervisors may be required by the Designee on an as requested basis.
3. The Contractor shall not proceed with any work without the express authorization of the Designee.

B. Specifications and Standards

1. All Work shall be performed in accordance with the direction given by the pertinent County Department Designee(s).
2. All work shall be performed in conformance with the latest edition of the Virginia Department of Transportation (VDOT) Work Area Protection Manual (VWPAM), located at <https://www.virginiadot.org/business/trafficeng-WZS.asp>.
3. The Contractor's equipment and personnel shall meet all Occupational Safety and Health Administration (OSHA) (<https://www.osha.gov/law-regs.html>) and Virginia Occupational Safety and Health (VOSH) standards (<https://www.osha.gov/stateplans/va>). The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations throughout the course of the contract.
4. Contractor shall be in full compliance with all Federal Motor carrier Safety Administration requirements, laws and standards (as applicable).
5. Contractor shall be in compliance with all applicable Virginia State Inspection and Licensing requirements, laws and standards (as applicable).
6. Contractor shall be in compliance with all Stormwater Pollution Prevention measures at County facilities and within the County Right-of-Way (https://building.arlingtonva.us/wp-content/uploads/sites/38/2021/07/GUIDANCE_MANUAL_LDA2.0.pdf).

C. Work Assignment

Work assignments shall be made by the Designee(s) on the basis of County needs and the availability of the Contractor. For multiple award line items, if the Contractor offering the lowest price cannot provide the requested type and/or number of equipment, Laborers, Operators or Supervisors as requested, then the Contractor offering the next lowest rate will be contracted.

D. Location-Specific Requirements

1. Clearing of Roads, Bridges and Sidewalks

The County maintains over 1,059 lane miles of roads within the County. The primary Contractor work function is to assist the County staff in clearing the County Snow Plan defined primary and secondary roads, as well as school bus routes, which taken together constitutes approximately 100 miles of roadway. Residential streets and alleys constitute the remaining road network within the County, typically handled by County internal resources. Information about the County's Snow Priority Streets and Trails can be found at

<https://gis.arlingtonva.us/gallery/map.html?webmap=292bfb65622f4431b4103b50bf574af1>.

Work is primarily completed by plowing snow and/or application of deicing agents. However; during larger storm events (i.e., 6-inches or more of snow), additional heavy equipment is required for snow removal/hauling from various County locations as defined in Section II.D.2

During most snow events, the County will request a combination of medium and tandem dump trucks (to supplement the County's snow plowing Operations) for treatment of primary, secondary and school priority streets. Typically, Operations will require a minimum of 12 Contractor units driving, during each winter event. A variety of 24 small and/or medium dump trucks will be used during deployment of storms of 4" or more. Additional units may be used when weather conditions warrant them.

Narrow Streets are those that have width as little as 9 feet wide and/or having a single lane for travel, and also include cul-de-Sacs, dead-ends (streets with no outlets) and alleys. The County may request the Contractor to utilize smaller equipment to assist with these narrow streets as needed.

Expectations: The level of service provided in clearing streets is defined as a lane cleared for passable traffic. On primary, secondary and school priority routes, the Contractor shall treat the pavement by plowing and/or application of deicing chemicals to reach bare pavement. On residential streets and alleys, a single lane that is snow-covered with a 1/8th inch or less of snow is acceptable. The level of service may change based on the severity of the storm and may require curb-to-curb plowing for all streets, within the road network.

Sidewalks shall be cleared so they are bare pavement, upon the end of the storm. Direction will be provided by the Designee(s) for the clearing of roads/bridges/sidewalks.

2. Snow Removal & Hauling

This Work is primarily concentrated in the urban centers and villages within the County. Snow removal includes plowing, collecting, hauling and dumping of snow at specific locations to designated staging areas for snow melting.

The urban villages and urban centers include:

- Ballston
- Clarendon
- Courthouse
- Crystal City
- Pentagon City
- Rosslyn
- Shillington

- Virginia Square
- Westover
- And others as they are developed

When the accumulated snowfall exceeds 6 inches, and at the discretion of the County Department Designee(s), hauling of snow from the following corridors and locations will occur:

i. Metro Stations

a. East Falls Church

- N. Sycamore St. from 19th St. N. to Langston Blvd.
- Area between 19th Rd. N. and N. 18th St.
- Area between N. Tuckahoe St. and N. Van Buren St.

b. Ballston

- Area between Fairfax Dr. and Wilson Blvd. from N. Vermont St. to N. Jackson St.
- Wilson Blvd. from N. Glebe Rd. to Washington Blvd.
- N. Utah St. from Fairfax Dr. to north (cul-de-sac)
- N. Taylor St. from Fairfax Dr. north (cul-de-sac)
- N. Stuart St. from Fairfax Dr. north (cul-de-sac)
- N. Fairfax Dr. from I-66 ramps to N. Glebe Rd.

c. Clarendon / Courthouse

- From Washington Blvd. to N. Courthouse Rd., between Wilson Blvd. and Clarendon Blvd.
- Wilson Blvd from N. Courthouse Rd. to Arlington Ridge Rd.
- Clarendon Blvd. from N. Courthouse Rd. to Wilson Blvd.

d. Rosslyn

- Area between Wilson Blvd. and Clarendon Blvd. from N. Courthouse Rd. to Arlington Ridge Rd.
- Wilson Blvd. from N. Courthouse Rd. to Arlington Ridge Rd.
- Clarendon Blvd. from N. Courthouse Rd. to Wilson Blvd.

e. Courthouse Area

- N. Courthouse Rd. from Wilson to Fairfax Dr.
- N. Troy St, N. Veitch St., N. Taft St., and N Scott St., between Wilson Blvd. and Fairfax Dr.

f. Pentagon City

- S. Joyce St. from Army Navy Dr. to 15th St. S. and end of Crystal Dr.
- S. Hayes St. from Army Navy Dr. to 18th St. S. and end at Crystal Dr.

- S. Fern St., from Army Navy Dr. to 18th St. S.
- S. Eads St. from Army Navy Dr. to 23rd St. S.

ii. Other Corridors

a. Crystal City

- 12th St. S. from Army Navy Dr. to Crystal Dr.
- Area between S. Clark St. and Crystal Dr. from 33rd St. S. to 12th St. S.
- S. Potomac Ave. from S. Glebe Rd. to 27th St. S.

b. Shirlington

- S. Quincy St., from Arlington Mill Dr. to S. Randolph St.

c. Columbia Pike Corridor

- From Fairfax County line (Carlin Springs Rd.) to S. Joyce St.

d. Other areas as determined by the Designee(s).

Emergency Material Hauling: In extreme weather events/emergencies, the County may request the Contactor to transport material between locations within the County and/or to/from other locations up to 100 miles each way. Materials to be transported will be described by the Designee prior to the assignment and may range from liquids to granular materials (i.e., rock salt) from ports or suppliers.

Expectations. All snow will be removed from the urban corridors, loaded into equipment and hauled to designated locations. The urban corridors should be free from snow/ice. Typically, hauling and melting does not occur until approx. eight inches and/or initiated by the Designee(s) directing the snow melter and/or hauling Operations. For any additional hauling, instructions will be provided.

3. Snow Melter & Snow Melting Operations

The County currently owns and operates two snow melters; however, if needed, additional snow melters may be requested to assist in Operations. During snow melting Operations, the snow melter(s) are generally staged at designated locations that can accept large amounts of snow. During snow melting Operations, the Contractor is required to operate and maintain the contracted snow melter (fuel, cleaning, erosion and sediment controls, etc.). The Contractor may further be required to locate and relocate the snow melter between the designated hauling locations. The Contractor must provide whatever equipment and Operators are necessary to locate and relocate the snow melter.

Expectations. Melting of the snow shall take place until all the snow within the designated location is removed to the satisfaction of the Designee.

4. Wastewater Treatment Plant (3402 S. Glebe Road)

- i. Clearing of sidewalks along the frontage of the facility on S. Glebe Road, S. Fern St., 31st St S. and S. Eads St. along with sidewalks within the fenced compound.
- ii. Clearing roadways and parking lots within the Plant.

Expectations. The level of service provided in clearing the WWTP, is defined as a lane cleared to bare pavement, unless otherwise directed by the Designee(s) at the Wastewater Treatment Plant.

5. Pumping Stations

- i. Wastewater Lift Stations: When requested, clearing at these locations must occur throughout snow events and shall be performed at a level that establishes and maintains continuous and ready access to these facilities. The areas that are to be cleared at each of these locations shall include: driveways, adjacent parking areas and sidewalks. All travel lanes will be cleared to bare pavement or as otherwise directed by the Designee(s) who is responsible for the wastewater lift stations and/or the wastewater treatment plant.

1.	2929 N. Military Rd.	Donaldson Run Pump Station
2.	2801 N. Quebec St.	Dover Run Pump Station
3.	3611 N. Military Rd.	Gulf Run Pump Station
4.	1616 Kirkwood Rd.	Kirkwood Pump Station
5.	2350 S. Walter Reed Dr.	Lucky Run Metering Station
6.	2685 Marcey Rd.	Marcey Creek Pump Station
7.	2220 N. Scott St.	Palisades Pump Station
8.	3533 N. 36th St.	River Estates Ejector Station
9.	3560 N. 36th Rd.	Rivercrest Pump Station
10.	2770 N. Nelson St.	Riverwood Ejector Station
11.	550 S. Clark St.	Roaches Run Pump Station
12.	3912 N. Dumbarton St.	Upper Pimmit Meter Station
13.	2500 N. Kenmore St.	Windy Run Pump Station

- 6. Water Pumping Stations: When requested, clearing at these locations must occur throughout snow events and shall be performed to a level that establishes and maintains continuous and ready access to these facilities. The areas that are to be cleared at each of these locations shall include: driveways, adjacent parking areas and sidewalks. It is expected that all travel lanes will be cleared to bare pavement or as otherwise directed by the Designee(s) who is responsible for the water pumping stations.

1.	2400 N. Wakefield St.	Lee Pump Station
2.	2060 S. Walter Reed Dr.	Fort Barnard Pump Station
3.	3600 N. Powhatan St.	Minor Hill Pump Station
4.	4451 N. Old Glebe Rd.	Ethan Allen Pumping Station
5.	4990 N. Little Falls Rd.	Little Falls Rd. Pumping Station

7. Facilities (sidewalk, Parking Lots)

1.	2100 Clarendon Blvd Pork Chop (Sidewalks)
2.	2920 Glebe Road (Sidewalks/Parking lot)
3.	Clarendon House 3141 N. 10th Street Public Sidewalk only (Sidewalks/Parking lot)
4.	Courts Police Facility 1425 N. Court House Road (Sidewalks/Large Public Parking lot on front of 1425 and 1435 N. Court House Road)
5.	ACDF 1435 N. Courthouse Road) (Sidewalks)
6.	Woodmont 2422 N. Fillmore Street (Sidewalks/Parking lot)
7.	Arts Center 3550 Wilson Blvd. Public Sidewalk along Wilson Blvd. only
8.	Court Square West 1400 N. Uhle Street
9.	Argus House 1527 Clarendon Blvd. (Sidewalks)
10.	Day Care Center 1915 U. Uhle Street (Sidewalks/parking lot)
11.	2020 N. 15th Street Homeless Shelter (Sidewalks/ Alley /Loading dock)
12.	Central Library 1015 N. Quincy Street (Sidewalks/Parking Lot)
13.	Cherrydale Library 2190 Military Road (Sidewalks/Parking Lot)
14.	Glen Carlyn Library 300 Kensington Street (Sidewalk/Parking Lot)
15.	Westover Library 1644 N. McKinley Street (Sidewalks/Parking Lots)
16.	Aurora Hills Library 735 S. 18th Street (Sidewalks/Parking lots)
17.	Shirlington Bus Station 2975 S. Quincy Street) (Sidewalks /Parking Lot)
18.	Shirlington Library 4200 Campbell Street (Back sidewalk only)
19.	Quincy Property 1425,1429,1435, 1439 Quincy Street (Sidewalks/ Parking Lots)
20.	Carlyn Spring Road Facility 601 S. Carlyn Springs Road (Public Sidewalk only along Carlyn Springs Road/ Drive lane between Carlyn Springs road and the main entrance. Do not do Parking Lots)
21.	Fleet Elementary School 115 Old Glebe Road (weekends only) Sidewalk between parking garage and TJ
22.	Parking Lot at corner of 22nd St. S. and S. Eads St.

- i. When requested, all sidewalks must be cleared while the snow is falling and the entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height. Below is a list of current locations where services may be needed, but additional locations may be added as identified and required.
- ii. Department of Human Services (DHS) Complex and Program Sites: When requested, parking lots, driveways and sidewalks are to be cleared. The entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may involve different Contractors. Additional locations may be added as identified and required.

1.	5409 3rd Street
1.	2920 S. Glebe Rd.
2.	1723 N. Fairfax Dr.
3.	3103 9th Rd. N.
4.	1554 Columbia Pike

- iii. Courthouse complex and Satellite Locations: When requested, the entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may involve different contractors. Additional locations may be added as identified and required.

1.	1400 N. Uhle St., between 14 th St. N. and 15 th St. N.	
2.	14 th Street N., Police Parking Lot, adjacent to Public Metered Parking Lot	
3.	2422 N. Fillmore St.	Woodmont Center
4.	1915 N. Uhle St.	Arlington Children Center
5.	3700 S. Four Mile Run	WETA
6.	2020 14th St. N.	Loading dock area only

Expectations. The level of service provided in clearing the facilities sidewalks and roadways, is defined as a lane cleared down to bare pavement, unless otherwise directed by the Designee(s).

8. Bus Stops, Shelters and Facilities

- i. Clear up to 350 priority bus stop (typically 75 or less of the priority one and two bus stops) locations throughout the County. Bus stop clearing will include removal of snow and/or

ice from the roadway in front of the stop, passenger shelters, benches and waiting areas as well as adjacent sidewalks/pathways.

- ii. Clear bus stops, including parking lots, sidewalks and bus bays.* Hauling may be required by the Contractor and/or different Contractor(s)
 - 1. 2900 S. Eads St. (ART House administration and dispatch office)
 - 2. 2975 S. Quincy St., Shirlington Bus Station
 - 3. 2629 Shirlington Rd.

**Additional locations may be added to this list as required.*
- iii. Clear Arlington County Maintenance facilities and parking lots for buses and employees.
- iv. The County's Transit Bureau continuously reviews and updates the list of priority bus stops based on various factors such as route restructuring and ridership. The Contractor will be provided with a list and map of priority stops in October of each year.

Expectations. The level of service provided in clearing the bus stops and facilities sidewalks and adjacent roadways, is defined as a lane cleared to bare pavement, unless otherwise directed by the County Department Designee(s) from transit operations from facilities and/or an appointed Designee from the Trades Center. The ice melt product dispersed shall be a concrete, stormwater, and pet safe product.

9. Trades Center

- i. Clear key high-traffic sidewalks and pedestrian walks within the Trades center throughout snow events. These key high-traffic sidewalks need to remain open to support the work of the snow operation. This includes:
 - 1. The stairwell leading from the south east corner of the Trades Parking Garage to the face of the WSS administrative building located at 4200 28th St. S.
 - 2. The main entrance area and the sidewalk along the north side of the building located at 4200 28th St. S.
 - 3. The stairwell leading up building located at 4300 29th St. S.
 - 4. The sidewalks adjacent to the west and south facing sides of the Equipment Bureau Building, located at 2701 S. Taylor St.; and
 - 5. Other specific location requested by the Designee(s).
- ii. Clear the upper level of the Trades Parking Garage.

1. The upper level of the Parking Garage. This area is limited to service by a bobcat and 1-ton truck or smaller with plow/ spreader. (Less than 3000 lb. wheel load).
2. Unless otherwise approved, only Cryotech deicer material shall be used. Other materials may be used with prior approval of the Designee(s) prior to each winter season.
3. The parking area, immediately adjacent to the south east side of the building located at 4200 28th St. S.

Expectations. The level of service provided in clearing the Trades Center sidewalks, roadways, driveways and parking deck is defined as a lane cleared to bare pavement, unless otherwise directed by the Designee(s). The Contractor assumes liability to any damage caused with materials placed on the parking deck.

10. Parks and Trails

- i. "Parks and Trails" Work consists of Community Center parking lots, Library parking lots, Multi-use trails, Trade Center parking lots and Park parking lots. The County maintains over 60 linear miles of trails within the County. The primary Contractor Work function is to assist the Parks County staff in clearing the County Snow Plan defined multi-use trails, Community Centers parking lots and safe routes to schools, which taken together constitutes approximately 50 linear miles of Multi-use trails, community and library sidewalk and parking lots. Work is primarily completed by plowing snow. The application of deicing agents may also be needed during larger storm events. Heavy equipment is required for snow removal within the County Snow Plan defined Multi-use trails, Community Centers parking lots and safe routes to schools.
- ii. Sidewalks and Trails must be cleared while the snow is falling. The entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor may be required to haul snow when the embankments/berms exceed two (2) feet in height. Sidewalks range in width from 3 feet to 5 feet wide and will need smaller tools to clear the snow.
- iii. There are approximately 110 Bike Trails within the County that need to be cleared. Trails range from connecting locations/places within the County, to just in front of a specific location, such as a park.
- iv. Multi-Use Trails must be cleared simultaneously with streets, while the snow is falling.
 1. Multi-Use Trails range in width from four (4) feet wide to over ten (10) feet wide in width. Mechanical means of snow removal may be used to remove the snow.

2. The entire width of the Multi-use trail must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor may be required to haul snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may involve different Contractors.
- v. Community Center Parking Lots that are to be cleared are listed below. The entire width of the sidewalks and parking lots are to be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height. Multiple Contractors may be used to haul snow from the locations listed below.
1. Fairlington Community Center
 2. Thomas Jefferson Community Center
 3. Barcroft Fitness Center
 4. Lubber Run Community Center
 5. Lee Community Center
 6. Walter Reed Community Center
 7. Madison Center
 8. Gunston Community Center
 9. Gulf Branch Nature Center
 10. Long Branch Nature Center
 11. Ft. C. F. Smith Park
 12. Thomas Jefferson community Centers
 13. Carver Community Centers
 14. Other areas as identified by the County Designee(s)
- vi. Billing for the trails will be based on hourly cost of labor and linear lane mile for Parks and Recreation Bureau only.
- vii. The County's Parks and Recreation Bureau continuously reviews and updates the list of trails. The Contractor will be provided with a list and map, upon Contract execution in Year 1, and in October of each subsequent year.

Expectations. The level of service provided in clearing the sidewalks is defined as bare pavement, unless otherwise directed by the County Department Designee(s) within the Parks Department. The Contractor assumes liability of any damage caused with materials placed on the parking deck.

Contractor Services and Expectations of multi-service areas:

If a condition exists where two (2) or more County-adjacent snow clearing operations take place, the Designee(s) can utilize the same Equipment, Laborers, Operators and/or

Supervisors for a given area. The Contractor resources shall be made available to the Designee(s) to accomplish a timely snow removal process.

The Contractor may be required to Sign In/Out for each job, and/or effectively communicate with each Designee(s) (this form of communication is to be decided upon prior to beginning the job) prior to beginning any additional jobs with any other County Department Designee(s).

E. Personnel and Equipment Requirements

All of the Contractor's equipment shall meet the requirements listed below. The type of equipment is outlined on each bid line. The Contractor shall provide the necessary equipment and transportation for their Equipment, Operators and/or Laborers. All Contractor staff shall have safety gear that includes, at a minimum: eye protection, class (3) reflective vests and pants (during night operations), and hard hats. All Laborers and Operators shall be appropriately licensed and trained for the equipment listed in each bid line.

1. Laborer

- i. Hand tools will be provided by the County. The tools the Hand Tool Laborer may use include shovels, brooms, rakes, scrapers, as well as small, mechanized walk behind equipment to include snow blowers, brooms and/or other small, mechanized equipment to remove snow and/or ice from surfaces. The Contractor shall pick up and transport the County-issued tools to and from designated locations determined by the Designee(s).
- ii. Note that there will be separate line items for Laborer that may or may not include Transportation/Vehicle.
 1. Laborer without Transportation/Vehicle: The Laborer will be transported by another Laborer, Operator or Supervisor as needed. No transportation/vehicle is included in this line item.
 2. Laborer with Transportation/Vehicle: The Hand Tool Laborer shall have a vehicle for transportation, and all costs for the transport vehicle shall be included in the hourly rate.

2. Walk-Behind Power Broom with Operator

- i. Equipment shall be a minimum of twenty-eight (28) inch width broom
- ii. Equipment shall have a broom head rotation to direct the snow either to the right and/or left.
- iii. Equipment shall be able to handle a minimum of three (3)-inch deep snowfall.

3. Walk-Behind Snow Blower with Operator
 - i. Equipment shall be a minimum of twenty-four (24) inch width blade
 - ii. Equipment shall be able to handle a minimum twelve (12)-inch deep snowfall
4. Utility Work Machine with Operator (with various attachments)
 - i. Utility Work Machine with Plow and Operator
 1. Width of equipment to be no greater than five (5) feet wide.
 2. Plow shall be a minimum width of four (4) feet wide with the ability to directional turn the plow.
 - ii. Utility Work Machine with Broom and Operator
 1. Width of equipment to be no greater than five (5) feet wide.
 2. Broom shall be a minimum width of four (4) feet wide with the ability to directional turn the broom.
 - iii. Utility Work Machine with 50-gallon Liquid Anti-Icing Tank
 1. Width of equipment to be no greater than five (5) feet wide.
 2. Chemical spreader shall be a minimum capacity of 0.25 cubic yard material capacity.
 3. Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
 4. Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 50 gallons. The tank must include a 3" fill opening (quick connect for a 3" connection would be preferable).
 5. Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of two (2) single streams. Additional curb sprayers may be utilized as requested.

5. Skid Steer (Rubber Tire) Loader with Operator

- i. Bucket: Equipment shall have a minimum seventy-two (72) inch smooth bucket (one-half (0.5) cubic yard capacity). Equipment with larger bucket sizes must be noted (width and cubic yard size) in the bid package.
- ii. Plow/Broom/Other Attachments: Equipment may have optional attachments, such as brooms and/or plows, which need to have individual specifications provided with bid package.

6. Rubber Tire Loader with Operator

- i. Bucket: Equipment shall have a minimum of three (3) cubic yard bucket.
- ii. Plow: Equipment shall have an optional snow blade attachment.

7. Backhoe with Operator

- i. Bucket: Equipment shall have a minimum of one (1) cubic yard bucket.
- ii. Plow/Broom: Optional snow plow blade or power broom attachment.

8. Small Truck with Operator

- i. Small Truck with Plow and Operator
 - 1. Single axle truck with Gross Vehicle Weight Restrictions (GVWR) of a minimum of sixteen thousand (16,000) pounds and/or 1-ton truck or equivalent
 - 2. Snow plow of a minimum of seven (7) feet and six inches (7'-6") in length and approximately twenty-seven (27) inches in height and approximately four hundred and ten (410) pounds. Plow shall be articulated, i.e. adjustable in height and direction.
- ii. Small Truck with Plow, Spreader and Operator
 - 1. Single axle truck with Gross Vehicle Weight Restrictions (GVWR) of a minimum of sixteen thousand (16,000) pounds and/or 1-ton truck or equivalent
 - 2. Snow plow of a minimum of seven (7) feet and six inches (7'-6") in length and approximately twenty-seven (27) inches in height and approximately four hundred and ten (410) pounds. Plow shall be articulated, i.e. adjustable in height and direction.

3. Chemical spreader shall be a minimum capacity of three (3) cubic yard material capacity.
- iii. Small Truck with 200-gallon Liquid Anti-Icing Tank and Operator
 1. Single axle truck with Gross Vehicle Weight Restrictions (GVWR) of a minimum of sixteen thousand (16,000) pounds and/or 1-ton truck or equivalent
 2. Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 200 gallons. The tank must include a 3" fill opening (quick connect for a 3" connection is preferred).
 3. Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of four (4) single streams. Additional curb sprayers may be utilized as requested.
 4. Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
 5. Anti-icing and de-icing chemicals in liquid form will be provided by the County at the Trades Center.
9. Medium Dump Truck with Operator
 - i. Medium Dump Truck with Plow and Operator:
 1. Single axle truck with GVW of a minimum of twenty-six thousand (26,000) pounds. Dump body shall be a minimum of ten (10) feet in length.
 2. Reversible snow plow shall be ten (10) feet in length with a height of approximately thirty (30) inches in height. Plow shall be adjustable in height and direction.
 - ii. Medium Dump Truck with Plow, Spreader and Operator:
 1. Single axle truck with GVW of a minimum of twenty-six thousand (26,000) pounds. Dump body shall be a minimum of ten (10) feet in length.
 2. Reversible snow plow shall be ten (10) feet in length with a height of approximately thirty (30) inches in height. Plow shall be adjustable in height and direction.

3. Chemical spreader shall be a minimum capacity of five (5) cubic yard material capacity.
- iii. Medium Dump Truck with 750-gallon (min) Liquid Anti-Icing Tank and Operator:
1. Single axle truck with GVW of a minimum of twenty-six thousand (26,000) pounds. Dump body should be a minimum of ten (10) feet in length.
 2. Operator shall have a CDL with a Tanker Endorsement
 3. Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 750 gallons. The tank must include a 3" fill opening (quick connect for a 3" connection would be preferable).
 4. Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of six (6) single streams. Additional curb sprayers may be utilized as requested.
 5. Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
 6. Anti-icing and de-icing chemicals in liquid form will be provided by Arlington County at the Trades Center.
10. Tandem or Multi-axle Dump Truck with Operator
- i. Tandem or Multi-axle Dump Truck with Operator
 1. Multi axle truck with GVW of a minimum of 33,001pounds dump body should be a minimum of fifteen (15) feet in length.
 2. Truck to be used for hauling snow and/or other materials as needed.
 - ii. Tandem or Multi-axle Dump Truck with Plow and Operator
 1. Multi axle truck with GVW of a minimum of 33,001pounds dump body should be a minimum of fifteen (15) feet in length.
 2. Reversible snow plow shall be eleven (11) feet in length with a height of approximately 30 inches in height. Plow shall be adjustable in height and direction.

- iii. Tandem or Multi-axle Dump Truck with Plow, Spreader and Operator
 - 1. Multi axle truck with GVW of a minimum of 33,001pounds dump body should be a minimum of fifteen (15) feet in length.
 - 2. Reversible snow plow shall be eleven (11) feet in length with a height of approximately 30 inches in height. Plow shall be adjustable in height and direction.
 - 3. Chemical spreader shall be a minimum capacity of eight (8) cubic yard material capacity.
 - iv. Tandem or Multi-axle Dump Truck with 1,250-gallon Liquid Anti-Icing Tank and Operator:
 - 1. Multi axle truck with GVW of a minimum of 33,001pounds dump body should be a minimum of fifteen (15) feet in length.
 - 2. Operator shall have a CDL with a Tanker Endorsement
 - 3. Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 1,250 gallons. The tank must include a 3" fill opening (quick connect for a 3" connection would be preferable).
 - 4. Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of six (6) single streams.
 - 5. Additional curb sprayers may be utilized as requested.
 - 6. Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
 - 7. Anti-icing and de-icing chemicals in liquid form will be provided by the County at the Trades Center.
11. Snow Melter with Operator, each equipped with:
- i. Minimum of a thirty (30) ton rated capacity per hour.
 - ii. Fuel and delivery of fuel shall be included with the hourly cost.

- iii. Moving of the Snow Melter is the responsibility of the Contractor. Locations to melt snow will vary on the depth of snow from the storm and the area that the location can store. Multiple locations may be used throughout the County to melt the snow.
- iv. Contractor shall provide all maintenance functions for the unit.
- v. Environmental Permits (if required) shall be a joint effort with the County and Contractor.
- vi. Erosion and Sediment Controls shall be provided by the Contractor and will be maintained during the course of use of equipment. All material will be disposed of in accordance with all local, State and Federal requirements.
- vii. The County will provide a water source and hydrant meter for the equipment, it is the responsibility of the Contractor to provide a connection from a fire hydrant to the unit.
- viii. Equipment shall have drip containment units to catch all containments created during operation of equipment, such as oil, grease, etc. Containments will be disposed of per the manufacturer recommendations.
- ix. The Contractor may propose additional equipment within the same classes of equipment listed for consideration during extreme weather emergencies. The contractor shall make a list and note the type of equipment that is available.

12. Other Requirements

- i. When using a chemical spreader, the truck shall have tail lights visible and not blocked by the spreader chute. The Contractor shall be responsible for ensuring the spreader is working properly, that all warning signs are kept cleaned so they can be read easily, and that all warning lights are visible and operational at all times.
- ii. Chemical Spreaders on vehicles or equipment shall be equipped with a prismatic lens sign, mounted clearly and visible on the rear of the spreader which reads "KEEP BACK 100 FEET."
- iii. All chemical spreaders and anti-icing (brine) equipment shall have necessary tie downs and optional chains for rear tires.
- iv. All de-icing spray bars must be adjustable and/or be able to apply brine within eighteen (18) inches within the ground surface.
- v. All snow plows shall include trip blade protection and lighting.

- vi. The Contractor is responsible for providing cutting edges/blades for their plows. The Contractor may be required to replace the plow blades and/or buckets at the direction of the County.
- vii. Each snow plow shall be capable of being turned manually or remotely so that snow may be windrowed or plowed to the left or right of the truck.
- viii. The Contractor is responsible for the installation of a prismatic lens sign, mounted clearly and visible on all sides of the snow melter which reads "KEEP BACK 100 FEET" and indicates "HOT."
- ix. The Contractor is responsible for the installation and protection devices from pedestrians and all other equipment from the snow melter. Prior to engaging the snow melter, these devices shall be checked by the Designee, and necessary corrective actions shall be taken by the Contractor.
- x. The Contractor's equipment and vehicles, including Supervisor vehicles shall be equipped with amber lighting that is visible 360 degrees above equipment and additional lighting to provide sufficient operational lighting for the Operator. Vehicle hazard lights and manufacturer-supplied lighting on the standard-equipped vehicle is unacceptable. Minimum lighting shall be in accordance with the latest Virginia Work Area Protection Manual (VWPAM) latest standards and specifications (<https://www.virginiadot.org/business/trafficeng-WZS.asp>).
- xi. All Contractor's vehicles used in performance of the Work must have a current state inspection and registration from the State where the vehicle is registered, and must be properly insured in accordance with that State's requirements. The Contractor's equipment and Operators shall be in compliance with all applicable Department of Motor Vehicle, State and Federal regulations regarding the conditions, safety and operations of the requested vehicles.
- xii. The Contractor shall have the name of their company visible on at a minimum of two sides of the equipment or vehicles.
- xiii. The Contractor shall be responsible for securing their equipment and materials at all times.
- xiv. The Contractor shall provide tire chains to vehicles and equipment when conditions require chains. The Designee will provide direction to the Contractor when chains shall be used.
- xv. The Contractor is required to clean all spills created by the vehicles or equipment.

- xvi. If the Contractor's vehicle or equipment gets stuck, the Contractor shall notify the Designee immediately. The Contractor shall be solely responsible for freeing their equipment. Based on the operational status of the vehicle or equipment, the County may require that payment be withheld until such time the vehicle or equipment is free and operational again.
- xvii. If the Contractor's vehicles or equipment break down, the Contractor shall notify the Designee immediately. The Contractor shall be solely responsible for repairing these items, And shall receive payment for operational vehicles or equipment only.
- xviii. If the Contractor mismanages or misuses County-issued hand tools or other equipment, the Designee may correct the action as required. If the action continues, no payment will be authorized for this time, until the actions are corrected.
- xix. For hauling operations that require road closures and/or lane closures, traffic control devices such as Arrow Boards, vehicles and/or barricades with signage will be required by the Contractor, to be requested and approved by the Designee in advance. The rates for this equipment will be offered through the Catalog Percentage Discount line item in Section C. on the County-Wide Snow Removal Services – Bid Sheet.

F. GPS / Automatic Vehicle Location (AVL) Technology

The County reserves the right to install or deploy GPS / Automatic Vehicle Location (AVL) technology in any equipment that is employed to work for the County, to help track operational status and locations of equipment.

1. When applicable, the County will provide and issue one Automatic Vehicle Location (AVL) device for each truck or piece of equipment during a snow event. The devices are either plug-in (via the vehicle's diagnostic port) or in a self-contained and battery powered unit (where entire unit is contained within a small carrying case). The Designee will determine when AVL devices should be deployed for tracking equipment (may not be required for some operations).
2. The AVL devices will be issued at the beginning of the shift and will be expected to be turned on and left inside the vehicle or piece of equipment for the duration of the event, including multiple shifts if applicable.
3. If plug-in devices are being used, a Designee will assist in the installation of the devices.

4. The AVL history may also be used by the County Department Designee to verify work locations, durations and progress and any unauthorized activities or movement outside of assigned areas or routes may be deducted from the time worked. The data will be reviewed and discussed with the Contractor's Supervisor prior to any decisions to remove from hours worked.
5. The AVL devices shall be returned at the end of the last shift of each event.
6. The Contractor will be responsible for any damaged or lost AVL devices (outside of mechanical failure that is not at the fault of the Contractor).
7. The devices must not be tampered with.
8. The County reserves the right to change County-owned technology-based systems furnished to the Contractor at any point during the contract.

G. Laborer and Operator Requirements

1. Laborers and Operators shall possess the knowledge, skills, and abilities to: perform their assigned tasks using their assigned vehicles or equipment and to follow the practices and methods of snow removal by the County.
2. The Contractor shall provide experienced, licensed Operators, to include relief Operators to ensure a continuous twenty-four (24) hour operation as directed by the County. Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle laws and regulations.
3. The Contractor shall provide properly licensed Commercial Driver's Licensed (CDL) (<https://www.dmv.virginia.gov/webdoc/pdf/dmv109.pdf>) as required per the vehicle or equipment in operation. Failure to comply, will result in the immediate removal of the Operator and the Contractor from the job. The Contractor will be held at fault for any damage or liability that has occurred.
4. Commercial Driver's licensed equipment and large equipment that requires pre- and post-trip inspections, per motor carrier regulations, shall be kept by the Contractor and shall be made available upon request.
5. The Contractor shall ensure their Operators are instructed to use caution when plowing around County assets (guardrails, parking lots, walls, shoulders, etc.), and Resident assets (fences, mailboxes, vehicles, etc.). Damage caused by the Contractor will be at the Contractor's sole expense.
6. Laborers and Operators shall clearly understand and communicate in English to ensure overall safety of the traveling public.

7. Laborers and Operators shall know how to safely operate all of their snow equipment and vehicles.
8. Laborers and Operators shall immediately notify the Contractor's Supervisor if any breakdowns or problems arise.
9. The Contractor shall not work any Laborer or Operator for more than 12 hours, in any 24-hour period. The Contractor shall ensure that there are licensed relief Operators or Laborers available for the remaining 24-hour period. The Laborer/Operator shall not work for any other entity during the 12-hour rest period.
10. The Contractor shall not create any hazardous conditions.
11. The County reserves the right to immediately remove a Laborer or Operator from an assignment if, in determination of the Designee, the Laborer or Operator does not appear to have the skills necessary to adequately perform the Work. The Contractor shall provide a substitute Laborer or Operator within four (4) hours of notice that the Laborer or Operator has failed to perform satisfactorily. If no substitute Laborer or Operator is provided, this may result in the termination of the Work assignment, and another Contractor may be contacted.

H. Supervisor Requirements

1. The Contractor shall provide a minimum of one (1) Supervisor, per shift, with a pickup truck or SUV vehicle, mobile phone and means of communicating with the contract Laborers, Operators and Designee. A Supervisor may supervise up to a maximum of 60 Laborer and Operators at each location, and/or activity. An additional Contract Supervisor may be required for each activity as follows when the Contractor is activated:
 - i. Roads & Bridges
 - ii. Sidewalks
 - iii. Hauling
 - iv. Wastewater Treatment Plant & Pumping Stations
 - v. Facilities
 - vi. Bus Stops & Shelters
 - vii. Parking Garage
 - viii. Driveways
 - ix. Trails and Parks
2. Supervisors shall provide the County a list of Contractor equipment and/or vehicles to be used in advance of each shift. The list shall include vehicle and/or equipment types, vehicle numbers, driver's names and mobile phone numbers, at a minimum.

3. Supervisors shall be responsible for completing the Sign In/Out sheet for each Laborer and Operator at each respective location and reporting to the Designee prior to each 12-hour shift. The Sign In/Out sheet will document the equipment, employees and supervisors reporting. A copy of the Sign-In/Out sheet completed shall be submitted with all invoices to the County. A copy of the Sign In/Out sheet shall be kept onsite with each Designee at a designated location during the shift.
4. Supervisors shall ensure their snow equipment is efficient and effective. The Supervisor shall immediately report any deficiencies and breakdowns/inoperable equipment to the Designee.
5. Supervisors are to relay information from the Designee to their Laborers and Operators. This will describe actions that need to be taken throughout the course of snow removal operations.
6. Supervisors shall ensure that each Laborer and Operator has the necessary equipment to do their assigned duties and know their assigned routes.
7. Supervisors shall patrol their Laborers and Operators and inspect the work completed by the Operators. Direction shall be given to the Laborers and Operators on corrective actions, if the snow has not been cleared per direction of the Designee.
8. Supervisors must be able to effectively communicate with the Designee(s), Laborers and Operators in English. If needed, the Supervisor must be able to communicate to the Laborer and Operator in other languages to clearly and effectively.
9. The Supervisor cannot serve as the mechanic to the Contractor's equipment. The Supervisor cannot operate any vehicle or equipment except as stated within this subsection.
10. The County reserves the right to immediately remove a Supervisor from an assignment if, in the opinion of the Designee(s), the Supervisor does not appear to have the skills necessary to adequately perform the Work. The Contractor shall provide a substitute Supervisor within four (4) hours of the notice that the Supervisor has failed to perform satisfactorily. If no substitute Supervisor is provided this may result in the termination of the work assignment, and another Contractor may be contacted.
11. The Supervisor is responsible for all Laborers and Operators as stated throughout the ITB.

I. Event Mobilization and Work Response Requirements

1. Mobilization

- i. The County Designee for each location will determine the mobilization level for each snow event. The mobilization level is based on weather forecasting and will determine the equipment need for each snow event. The Contractor shall be prepared to provide equipment required based on the request and their submission of equipment.
- ii. Due to unpredictable nature of snow and ice weather events, the Contractor shall be prepared to supplement or withdraw equipment as directed by the Designee(s). Mobilization of equipment will be determined by the Designee(s) and can be changed for any reason.

2. Work Response Requirements

- i. The Designee will contact the Contractor listed within the contract as notification for equipment, Laborers and/or Operators. The Contractor is required to provide an up-to-date list to the County on an annual basis (date of signed contract) and/or when the equipment is no longer available.
- ii. The County will provide as much advance notice as possible to the Contractor for snow events, which is typically 12-24 hours or more in advance; however, emergency response may be required with less notice.
- iii. The Contractor is expected to report to their assigned location at the requested time, and if for any reason this is not possible, notification should be given to the Designee immediately to discuss.
- iv. If the contractor fails to report and/or is unable to complete the assignment, this can be considered a breach of contract and prior to the next mobilization a determination on the Contractor status will be made by the County.
- v. The Contract Supervisor shall maintain all Sign In/Out sheets at designated locations within the County. The Contract Supervisor will work with the Designee(s) on the mobilization, status of equipment, assignments, material usage and release of Contractor equipment, Laborers and Operators.

J. Materials/Chemical Supplies

- 1. The County will supply all sodium chloride, sand and/or other material for the Roads, Bridges, Sidewalks. The County will load the sodium chloride, sand and/or other material onto Contractor equipment.

2. The County will supply liquid sodium chloride brine or other chemicals and brines for anti-icing treatment of Roads and Bridges.
3. The Contractor will supply all other areas with sodium chloride, magnesium chloride sand and/or other material for all other sites as specified by the Designee(s). Specific materials may be required based on Environmental Regulations, specialty areas (Parking Garage, libraries, courthouse) for concrete/brick and/or as required by the Stormwater Pollution Prevention criteria.
4. The County may request the Contractor to haul and/or purchase materials for storage onsite at County property/facilities.
5. Materials purchased by the Contractor shall have no surcharge. Only the amount of material used will be invoiced to the County. Receipts for the ice melt product for each snow event shall be submitted with the invoice.
6. For materials purchased by the Contractor, it will be the responsibility of the Contractor to store these materials off site.
7. The Contractor shall spread material as necessary and as directed by the Designee(s). Use of all materials will be monitored to provide for a safe and passable way and to ensure that over – or under-application is not occurring.

K. General Contract Requirements

1. The Contractor will only begin reimbursable expenses once all of the requested material, Laborers, Operators and/or vehicles and equipment have arrived onsite.
2. The Contractor is expected to provide the same level of snow operations that the County provides with its own forces.
3. The Contractor will remain under the supervision of the Designee(s) until indicated. This period will vary and will be dependent on each snow/ice storm event. If the Contractor fails to provide service throughout the event with enough staffing and equipment, this may be grounds for termination.
4. The Contractor will complete the snow removal as described per location and/or as directed by the Designee.
5. The Contractor may provide a mechanic, at cost to the County, who will be available on call during snow operations. The mechanic shall keep the Contractors equipment operational, with minimal downtime during break downs. The mechanic must be able to respond within two (2) hours of a vehicle break down.

6. Prior to the acceptance of the contract, and at the time of renewal of each year, the Contractor shall provide emergency contact information to the County's Project Officer. If during the snow season this contact information should change, the Project Officer and Designee(s) shall be notified immediately.
7. At the conclusion of the snow event, the Contractor shall demonstrate that all assigned areas are cleared and that Work was performed as instructed and specified within the contract. Any deficiencies shall be promptly correct by the Contractor before final acceptance by the County.
8. The County has zero tolerance for all acts of violence in the workplace or work location. The County will not tolerate any behavior by a Contractor, former Contractor, Subcontractor, or any other person, which poses a threat to the safety and security of any County employee while performing work.
9. The Contractor(s) shall commit Laborers, Operators and/or equipment to the County. If the County does not utilize the contracted equipment for a particular storm, the Laborers, Operators and /or equipment may be released to other agencies.
10. The Contractor(s) shall not accept money and/or gifts from residents and/or businesses within the County, to do "side work" while performing snow operations.

L. Additional Users/Equipment Assignments

1. Contract Awards are on behalf of the County. This contract may be utilized by all County staff to support snow removal within any portion of the County as deemed necessary. Prior to any additional snow removal, other than what is specifically listed, authorization must be given by the Designee.
2. Once the Contractor has been released by the County, the Contractor may be offered additional work within the County and/or released. The County reserves the right to add and or withdraw equipment outside of this contract with emergency contracts as necessary to fulfill the snow removal needs of the County.

M. Vehicle and Equipment Mobilization

1. Mobilization is defined as the round-trip transportation of each vehicle or piece of equipment used in snow removal Operations to and from the County for each event, which may consist of one or multiple continuous Operational shifts.
2. There will be no mobilization payment for Supervisor vehicles, Mechanic vehicles, or Laborers. The bid sheet has N/A for these line items in the Mobilization column to reflect this.

3. Only one mobilization charge shall be invoiced per vehicle or piece of equipment, per event, which includes both the drop-off and pick-up of the equipment.
4. For equipment or vehicles that are kept at a County site or facility for a longer duration or for the entire winter season, then only one mobilization charge shall apply for each duration or season.
5. To qualify for a mobilization charge, the following conditions must be met:
 - i. The equipment was operational and used during Operations. Any equipment that is inspected and determined not to be operational at the beginning of an event, for any reason, and not put into service for any duration of time, will be ineligible for a mobilization charge for that event. The equipment must be repaired and re-inspected in order to be used in future events.
 - ii. No Vendor Complaint forms were issued against the Contractor.
 - iii. Required insurance was received and maintained during the term of the Agreement.
 - iv. Contractor complied with all Terms and Conditions of the Agreement during the Agreement Term.

N. Pay Items

1. Hourly Rate
 - i. The equipment and/or labor will be paid for at the hourly rate for snow and ice Operations performed. The hourly rate shall include the cost for the equipment, Laborers, Operators, fuel, supplies, tools, chains, and any other equipment or incidentals needed to perform the contracted services. Hourly rates shall be quoted in whole dollars only.
 - ii. The contracted hourly rates shall be fixed for the first two years of Contract award and shall only be adjusted, upon budget approval, per the terms of the contract.
2. Standby Rate (where applicable)
 - i. The County will pay the Contractor a standard Standby Rate of 50% per hour of the Hourly Rate during the authorized standby periods prior to the event starting, after reporting to the Designee and signing in.
 - ii. Standby periods shall be during loading and unloading, staging, and any assignment other than actual plowing and/or spreading Operations.

- iii. Standby basis shall cease for each piece of equipment at the commencement of actual snow removal Operations or at the release of equipment from use.
- iv. The supervisor with vehicle line item will not be paid during standby periods.

III. SAFETY

A. General Information

- 1. No Bidder shall bid on a County project who has been the subject of citations for the type and violations within the scope of the ITB, which have become final within three (3) years prior to the submission.
- 2. No Contractor and/or Subcontractor performing the contract Work shall require Laborers, Mechanics, or other persons employed in the performance of the contract, to work in surroundings or under working conditions which are hazardous or dangerous to his/her safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
- 3. Contractors working at the WWTP or at the remote lift stations must abide by the WWTP Contractor Safety Standards.

B. Personal Protection Equipment (PPE)

- 1. All Contractor Laborers, Operators, Supervisors and other staff onsite shall wear equipment designed to protect the wearer from hazards to the eyes, face, hands, head, feet, ears and extremities. PPE includes special clothing, work accessories or equipment designed to protect Employees from work place hazards.
- 2. All Laborers, Operators and Supervisors shall wear reflective clothing, which includes a Class III high visibility vest, pants (if at night), jacket or coveralls, and have reflective stripes on hard hats. Reflective garments shall be in accordance with The American National Standard for High-Visibility Safety Apparel and Headgear and the latest edition of the Manual on Uniform Traffic Control Devices and Federal Regulations (23 CFR Part 634), which can be found at <https://ops.fhwa.dot.gov/wz/resources/policy.htm>. Permitted garment colors are: fluorescent yellow-green, orange-red and red.
- 3. Each Laborer, Operator and Supervisor are required to correctly wear or use the PPE as defined by the hazard assessment for their Work environment. It is also an individual responsibility to notify Supervisory personnel of equipment failure, malfunction or the need to replace equipment.

4. It shall be the Supervisor’s responsibility to provide appropriate PPE for Contractor’s staff, to insure that affected Employees are effectively trained to use and care for the equipment and to monitor and enforce appropriate usage of the equipment.

C. Safety Index

1. When Incidents (non-vehicle related) or Accidents (vehicle-related) do occur on the jobsite, the Contractor shall notify the Designee immediately. If lifesaving measures are required and/or there are injuries, the Contractor’s first call is to 911 then to the County.
2. All Incidents and Accidents shall be reported to the Designee(s) using the following Contractor Incident and Accident Form and shall be submitted to them within twenty-four (24) hours of the occurrence of the subject accident.
3. The Contractor Incident and Accident Form below must be completed and returned when an incident or accident occurs while working for the County. A copy will be provided to all awarded Contractors at the start of the contract term.

Contractor Incident and Accident Form		
Incident Classification:		
Injury/Illness <input type="checkbox"/>	Property Damage <input type="checkbox"/>	Near Miss <input type="checkbox"/>
Environmental Incident <input type="checkbox"/>		Other <input type="checkbox"/>
Injuries:		
Contractor Employee <input type="checkbox"/>	County Employees <input type="checkbox"/>	General Public <input type="checkbox"/>
Fatality/Multiple Hospitalization <input type="checkbox"/>	Medial Only <input type="checkbox"/>	First Aid <input type="checkbox"/>
Date of Incident:	Time of Incident:	Contrator's Supervisor Full Contact Information:
Location of Incident:		Contrator's Employee Full Name:
		Witness Name(s):
How did the Incident occur? <i>(Describe fully the events that resulted in the incident) (Use additional paper if necessary)</i>		

D. Erosion and Sediment Control and Stormwater Management

In accordance with [Arlington County’s Municipal Separate Storm Sewer System \(MS4\) permit](#), the County is required to maintain a Stormwater Pollution Prevention Plan (SWPPP) for high priority municipal facilities. The SWPPP provides information on best management practices (BMPs) and controls that will be implemented at the facility to prevent non-stormwater discharges and pollutant releases to the storm drain system and surface waters.

As a user of any County facilities, you must comply with actions specified in the SWPPP that pertain to your use of the facility. Specifically, the following actions must be taken to ensure activities conducted at the facility do not cause the direct or indirect discharge or release of pollutants to the storm drain system. Individual SWPPP plans are found at each facility.

1. General

All non-stormwater discharges to the County's storm drain system, which includes the curb and gutter as well as the underground pipe network, or any open watercourse must comply with the conditions of Section A.1.a.3 of the County's Virginia Stormwater Management Program, Municipal Separate Storm Sewer System (MS4) Permit. Examples of unauthorized non-stormwater discharges include but are not limited to, wash water, slurry runoff from saw cutting, discharges associated with vehicle, equipment, and/or material washing, concrete wash water, process water, waste water, leaks from portable lavatories, equipment, vehicles and/or waste receptacles. Only clear, uncontaminated stormwater discharges and/or permitted non-stormwater discharges (as specified in the County's MS4 Permit) are allowed to be discharged to the storm drain system or surface waters.

- i. All Work must comply with the conditions of the County's MS4 permit as well as federal, state, and local laws, ordinances, and regulations.
- ii. Pollution Prevention / Non-stormwater Discharges

Unauthorized non-stormwater discharges are prohibited from entering the County's storm drain system or surface waters. A non-stormwater discharge is any discharge to the storm drain system or surface waters that is not composed entirely of stormwater or authorized under Arlington County's MS4 permit, Section A.1.a.3. Examples of non-stormwater discharges and pollutant releases include wash water, slurry runoff from saw cutting, discharges associated with vehicle, equipment, and/or material washing, concrete wash water, process water, waste water, leaks from portable lavatories, equipment, vehicles and/or waste receptacles.

The Contractor shall implement pollution prevention measures and controls to prevent unauthorized non-stormwater discharges to the County's storm drain system or surface waters. The Contractor shall ensure the pollution prevention practices outlined in the [Arlington County Construction Standards and Specifications](#) are implemented throughout the duration of the work / project.

Pollution Prevention Measures:

1. The Contractor shall collect, remove and legally dispose of all refuse, trash, litter, waste materials, and/or debris generated at the Work site as frequently as necessary to prevent pollution releases from the site. Liquid waste must be properly contained prior to being placed into a waste receptacle to prevent leaking. The County, in its sole discretion, may require the Contractor to provide disposal tickets or other information sufficiently demonstrating legal disposal.
2. The Contractor shall not dump or dispose of anything in a storm drain, street, or stream that is not authorized under the County's MS4 permit.

iii. Snow Melting:

Following significant snow storms, the County may use a snow melter to melt large amounts of snow. Stockpiled snow may contain sediment, trash, hydrocarbons, organic debris, and may also contain some residual road salt. Once the snow has melted, residual sediment and debris left on the ground must be removed to the satisfaction of the Designee(s) and disposed of properly. When the snow melter is used, control practices must be taken to filter the discharged melt water to minimize pollutants (sediment, trash) from being discharged to the storm drain system.

The following actions are required by this protocol, unless not applicable to the specific work:

1. Only use snow melter as directed by the Designee and in accordance with the County's Snow Plan (6-8" or more that will not melt in a day or two)
2. Check the melting tank every few hours during the operation for sediment and debris accumulation. Sediment and debris must be cleaned out of the melting tank to prevent these materials from being discharged to the storm drain system. Properly dispose of the debris.
3. Melted snow must be properly filtered prior to being discharged to the storm drain system. Filtering may be performed by using a large filter bag surrounded by hay bales. Alternatively, drain filter inserts / guards could be inserted into receiving storm drains to capture sediment, debris, and hydrocarbons. A combination or series of filtering devices may need to be deployed. Controls must be checked, cleaned out, replaced as needed, and removed after the Operation is completed.
4. Clean up any sediment and debris left on the ground after melting Operations have been completed.

iv. Stormwater Pollution Prevention Checklist

For every applicable project, the following actions are required by this protocol:

- Prevent non-stormwater discharges from entering a storm drain or surface waters.
- Protect / cover storm drains (use controls – booms, tarps, stone, sand bags, hay bales).
- Have a spill kit and clean-up materials stocked and readily accessible.
- Capture and collect wash water, concrete wash or slurry, asphalt slurry.
- Use filter bags when dewatering / pumping muddy water from excavations.
- Check equipment and vehicles regularly for leaks.
- Do not clean equipment, vehicles, or structures in an area where wash water could enter a storm drain.
- Do not hose down spills or debris in street or where wash water can go into a storm drain.
- Clean up site once work is completed (remove trash, debris, sediment).

IV. Method of Award

The County will award the contract to the lowest responsive, responsible Bidder. The lowest Bidder will be determined by the lowest hourly rate per each line item on the County-Wide Snow Removal Services – Bid Sheet. Multiple awards may be considered for some line items depending on the County’s estimated need and number of units available for each line item. For multiple awards, the Contractor with the lowest cost per unit will be awarded first, and if for any reason they are not able to provide the requested number of units of that line item, the County will next request additional units from the next lowest responsible bidder.

The County reserves the right to make a separate award of each line item, a section of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the County. Bidders may bid on one, some, or all items listed per section to be considered. Bidders should mark “No Bid” or “N/A” on the non-applicable section of the bid form(s).

**EXHIBIT B:
BID AWARDED PRICING**

SECTION A: TYPICAL SNOW REMOVAL LABOR, EQUIPMENT AND VEHICLES									
Item #	Description	Estimated # Units Needed (ENU)	Estimated Hours per Unit (EHR)	Working Hourly Rate (WHR)	Estimated Number of Mobilizations (NMB)	Mobilization/ Moving Charge [round-trip] (MR)	Total Cost [(EHR*WHR) + (NMB*MR)] x ENU	Notice Required (Hours)	Total # Units Available
2	Laborer (with Transportation/Vehicle)	5	120	\$ 60.00	5	N/A	\$ 36,000.00	4	5
8	Small Truck with Plow and Operator	4	144	\$ 300.00	6	\$ -	\$ 172,800.00	8	4
9	Small Truck with Plow, Spreader and Operator	12	144	\$ 300.00	6	\$ -	\$ 518,400.00	8	4
17	Supervisor	1	144	\$ 175.00	6	N/A	\$ 25,200.00	2	2
Section A Total							\$ 752,400.00		
SECTION B: SNOW REMOVAL EQUIPMENT AND VEHICLES USED DURING LARGE/EXTREME SNOW EVENTS, TYPICALLY 6"-8" OR MORE									
Item #	Description	Estimated # Units Needed (ENU)	Estimated Hours per Unit (EHR)	Working Hourly Rate (WHR)	Estimated Number of Mobilizations (NMB)	Mobilization/ Moving Charge [round-trip] (MR)	Total Cost [(EHR*WHR) + (NMB*MR)] x ENU	Notice Required (Hours)	Total # Units Available
18	Skid Steer (Rubber Tire) Loader with Bucket and Operator	30	144	\$ 240.00	2	\$ 725.00	\$ 1,080,300.00	12	1
19	Skid Steer (Rubber Tire) Loader with Plow or Broom and Operator	1	144	\$ 240.00	2	\$ 725.00	\$ 36,010.00	12	1
20	Rubber Tire Loader with Bucket and Operator	15	360	\$ 400.00	2	\$ 980.00	\$ 893,400.00	12	3
22	Backhoe with Bucket and Operator	10	144	\$ 290.00	2	\$ 980.00	\$ 437,200.00	12	2
*	Supervisor rate to be entered in line item 18 in Bid Sheet A	N/A	N/A	N/A	N/A	N/A	N/A		
Section B Total							\$ 2,446,910.00		
Grand Total (Section A Total + Section B Total)							\$ 3,199,310.00		

**EXHIBIT C
LIVING WAGE FORMS**

WAGE NOTICE

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

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO **MINIMO**

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

A

\$17.00 POR HORA

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

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

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

