

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

CONTRACT AWARD COVERPAGE

<b>TO:</b> Elswick & Elswick Inc. t/a Greentree	<b>DATE ISSUED:</b>	November 10, 2020
885 Marlboro Road	<b>CONTRACT NO:</b>	21-DPR-ITB-283
Lothian, Maryland 20711	<b>CONTRACT TITLE:</b>	Tree Services

**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. 21-DPR-ITB-283 including any attachments or amendments thereto.

**EFFECTIVE DATE:** December 1, 2020

**EXPIRES:** November 30, 2021

**RENEWALS:** THIS IS THE 1<sup>st</sup> YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

**COMMODITY CODE(S):** 98802

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-DPR-ITB-283

**EMPLOYEES NOT TO BENEFIT:**

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

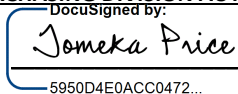
**VENDOR CONTACT:** Joseph Elswick **VENDOR TEL. NO.:** (410) 741-0776

**EMAIL ADDRESS:** [greentrecare@yahoo.com](mailto:greentrecare@yahoo.com)

**COUNTY CONTACT:** Vincent Verweij, DPR – Forestry and Landscaping **COUNTY TEL. NO.:** (703) 228-1863

**COUNTY CONTACT EMAIL:** [vverweij@arlingtonva.us](mailto:vverweij@arlingtonva.us)

**PURCHASING DIVISION AUTHORIZATION**

DocuSigned by:  
 Title Procurement Officer Date 11/23/2020  
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**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**AGREEMENT NO. 21-DPR-ITB-283**

THIS AGREEMENT is made, on November 10, 2020, between Elswick & Elswick, Inc. t/a Greentree, 885 Marlboro Road, Lothian, Maryland 20711 ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of this Agreement, the bid of the successful Bidder (hereinafter "Contractor"), and Arlington County (hereinafter "County") Invitation to Bid No. 21-DPR-ITB-283.

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 tree pruning, tree removal, and stump removal at various locations in Arlington County. 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 December 1, 2020 and must be completed no later than November 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from December 1, 2021 to November 30, 2025 (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 services covered in the County's Invitation to Bid No. 21-DPR-ITB-283 at the prices provided in the bid of the Contractor (Exhibit B).

**6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until November 30, 2021 (“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, Mid-Atlantic Region, All Items, Unadjusted, (“CPI-U”) for the 12-month period ending in August of each year of the Contract.

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

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

**7. PAYMENT TERMS**

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

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

**8. PAYMENT OF SUBCONTRACTORS**

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose

of providing reimbursement for such interest charges. A cost reimbursement claim may not include any amount for reimbursement for such interest charges.

**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. 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.

**14. CLEANING UP**

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials, and debris from any and all worksites to the extent that the trash is the result of the Contractor's operations, to the end that any and all worksites shall present a neat, orderly, and workmanlike appearance at all times. At the 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.

**15. 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.

**16. 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.

**17. 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 meet 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.

**18. 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 the Construction Industry, ANSI Z133 standards, 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 worksite.

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 the cancellation of the contract.

**19. FAILURE TO DELIVER**

If the Contractor fails to deliver 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.

**20. 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.

**21. 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 are the sole responsibility of the Contractor.

**22. 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.

**23. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  
- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for meeting the requirements of this section.

- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**24. 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.

**25. 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, the "workplace" means the site(s) for the performance of the work required by this Contract.

**26. 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.

**27. 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 the 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 immediately 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 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 of 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.



**28. 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.

**29. 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.

**30. 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.

**31. 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, the 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.

**32. 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.

**33. 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 any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**34. 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.

**35. AUDIT**

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records, and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and 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 the reasonable costs of the County's examination, including, but not limited to, the services of the external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**36. 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.

**37. AMENDMENTS**

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

**38. 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.

**39. 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

**40. 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 are in the Circuit Court for Arlington County, Virginia, and in no other court.

**41. ARBITRATION**

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

**42. 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.

**43. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or any other right.

**44. 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.

**45. 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.

**46. 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.

**47. 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; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**48. 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.

**49. 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.

**50. 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:**

Joseph Elswick  
Elswick & Elswick, Inc. t/a Greentree  
885 Marlboro Rd.  
Lothian, MD 20711  
[greentrecare@yahoo.com](mailto:greentrecare@yahoo.com)

**TO THE COUNTY:**

Vincent Verweij, Project Officer  
DPR – Forestry and Landscaping  
2700 S Taylor St.  
Arlington, VA 22206

**AND**

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

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

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

**51. 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.

**52. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**53. 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 financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and product liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned, and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees, and agents must be named 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.
- e. 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.
- f. 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.
- g. 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 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.

**54. MATERIAL CHANGES**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ELSWICK & ELSWICK, INC. T/A GREENTREE

AUTHORIZED DocuSigned by:  
SIGNATURE: Tomeka Price  
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:  
SIGNATURE: Joseph Elswick  
B7863735F5714F3...

NAME: TOMEKA D PRICE

NAME: Joseph Elswick

TITLE: PROCUREMENT OFFICER

TITLE: Director

DATE: 11/23/2020

DATE: 11/16/2020

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

The Contractor shall provide all supervision, labor, tools, equipment, and services required to perform on-call tree services. On-call tree services may include but are not limited to, tree removal, tree pruning, brush and tree trimming, stump removal, and storm damage work to include emergency on-call work at various locations in Arlington County (“the County”). The Work shall adhere to all industry, state, and local regulations and specifications, including all applicable and most current [ANSI A300 Standards](#) and [ANSI Z133 Safety Requirements](#).

**A. TREE REMOVAL PROCEDURES**

Trees shall be removed in accordance with ANSI A300 Standards, ANSI Z133 Safety Requirements and based on the following minimum requirements:

1. Extreme care shall be taken to prevent limbs, branches, and trunks from falling and causing personal injury or damage to, by way of illustration and not limitation, adjacent homes, fences, trees and other vegetation, driveways, sidewalks, streets, and other property, both public and private.
2. Stumps shall not be left higher than three (3) inches above ground level.
3. All debris (brush, chips, and logs) shall be transported to Arlington County Trades Center Mulching Facility located at, 4300 South 29th Street, Arlington, Virginia 22206, or a County-approved facility by the Contractor for legal disposal. Logs 24” diameter and less shall not exceed six (6) feet in length. Logs in excess of 24” in diameter shall not exceed four (4) feet in length. No logs shall exceed six (6) feet in length. No debris shall be left on the site overnight unless approved by the Project Officer in advance.
4. The Contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition. No holes from stump grinding or branch divots shall be left open overnight.
5. Where possible and safe, snags for wildlife value may be requested by the project officer. These are trees cut to a height of low risk (as defined by a Level 1 Tree Risk Assessment by the County Urban Forester), to provide wildlife value. These will only be requested where the risk to the personnel working on the tree is minimized (defined by the contractor’s Climber/Pruner).
6. Debris removal shall be included in the unit price for removal.

**B. TREE PRUNING PROCEDURES**

Pruning shall be done in accordance with the latest revision of the ANSI A300 Pruning Standards and based on the following minimum requirements.

1. The pruning type requirement will be determined by the County, will be indicated for each specific project. Additional pruning may also be required by the County to maintain clearance from buildings, streetlights, and other structures.
2. Under-clearance pruning, to provide for the safe movement of pedestrian and vehicular traffic, shall be done as directed by the County. Clearance heights shall be determined at a point over the sidewalk and the lowest point of branch overhang over the street - generally 8 feet and 12 feet respectively.
3. The Contractor shall restore any turf areas and grades, damaged by vehicles or mechanical operations, to their original condition.

4. The use of chain saws shall be limited to the removal of limbs greater than two inches (2") in diameter.
5. Circular blade saws shall not be used.
6. All trees shall be trimmed to provide a minimum of three feet (3') of clearance from adjacent buildings and structures.
7. For trees over six inches (6") in diameter, at six inches (6") above ground level, all lateral limbs and waterspouts shall be removed from the main trunk of the tree to a height of twelve feet (12') above the ground. All waterspouts shall be removed from trees over ten inches (10") at 4.5' above ground level from the main trunk of the tree to a height of fourteen feet (14') above the ground.
8. Trees that are developing more than one (1) dominant leader shall be selectively pruned to promote a single dominant leader by sub-dominating the other competitive branches. The selection of the dominant leader shall be made with consideration of the tree's form, health, and structure. The Contractor shall consult with County Project Officer prior to pruning co-dominant leads on trees ten (10) inches diameter at breast height (DBH), or greater. DBH is the diameter of the tree measured at 4.5 feet above the existing grade level.
9. Trees and branches which are obstructing the public rights-of-way and/or traffic, parking, or other government-related signs shall be pruned or elevated to clear the obstructed view of these signs.
10. Prior to climbing any tree, a risk assessment will be performed by the Climber/Pruner using visual, sounding, or basic drilling as needed by the Climber/Pruner.
11. All debris (brush, chips, and logs) shall be transported to Arlington County Trades Center Mulching Facility located at, 4300 South 29th Street, Arlington, Virginia 22206, or a County-approved facility by the Contractor for legal disposal.
12. Debris removal shall be included in the unit price for removal.

C. STUMP REMOVAL PROCEDURES

Stump removal procedures shall follow ANSI Z133 Safety Requirements, and based on the following minimum requirements:

1. The Contractor will be responsible for scheduling and coordinating utility marking. The Contractor shall notify Miss Utility when performing stump removal services.
2. Stumps (including root flares) and surface roots within three (3) feet of root flare shall be ground to a depth of twenty-four inches (24"). Access to stumps may be limited at some locations. In the event of said limitations, the Contractor will still be required to complete the work.
3. Chips and residue may be returned to the hole to level the grade. The Contractor shall remove any excess grindings and transport to Arlington County Trades Center Mulching Facility located at, 4300 South 29th Street, Arlington, Virginia 22206, or a County-approved facility by the Contractor for legal disposal.
4. A layer of screened topsoil at least four (4) inches thick shall be placed over the stump area. The area shall be crowned at least two (2) inches above surrounding grade to allow for settling and shall be raked smooth. In no case shall the final grade be any higher than six (6) inches above the surrounding grade. The Contractor shall re-seed the area with certified grass seed approved by the County, and mulch with straw.
5. The Contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition.
6. Debris removal shall be included in the unit price for removal.



PERSONNEL REQUIREMENTS

The Contractor shall utilize trained and competent employees. The Contractor shall completely supervise and direct the work. All personnel shall wear the Contractor's designated uniform with a visible logo and/or company name. All personnel shall wear a company badge with picture identification that can be presented when requested. All personnel shall wear standard Personal Protection Equipment (PPE) at all times while performing work under this Contract to include hard hat, reflective safety vest, steel toe work shoes/boots, and eye protection. The County reserves the right to require the removal and replacement of any employee of the Contractor at the job site when, in the County's opinion, that person is not performing safely or efficiently.

At a minimum, the standard crew shall have one of each of the following:

1. Grounds person - shall have the necessary skills to provide ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning the work area, and provide safe traffic management with a minimum of one (1) year experience.
2. Climber/pruner - shall have the necessary skills to work in trees from an aerial lift/tower or by the use of ropes, saddles, and other hand climbing equipment, and shall be proficient in operating all related mechanical equipment with a minimum of two (2) years' experience.
3. Working Foreman - Shall provide supervision of the workforce and shall be responsible for giving directions to other personnel, making decisions, and assuming responsibility for all work performed by the Contractor. A minimum of three (3) years' experience supervising tree crews is required. Foreman shall be able to communicate fluently in the English language and must have been trained in the [Virginia Occupational Safety and Health guideline- VOSH 16 VAC 25-73](#) within the past three (3) years or longer.

CONTRACTOR'S EQUIPMENT:

The Contractor shall own or have available to them by formal agreement any equipment necessary to perform the work as outlined in this solicitation. The County reserves the right to require the removal and replacement of any equipment of the Contractor at the job site when, in the County's sole opinion, the equipment is not performing safely or efficiently.

1. STANDARD EQUIPMENT (PER CREW) - price shall be included as part of the crew pricing and shall not be charged separately to the County. The Contractor shall have available when needed for use under the contract, at a minimum:
  - One (1) fifteen (15) ton crane;
  - One (1) commercial-grade chipper and stump grinder;
  - One (1) aerial bucket truck with a minimum forty-five (55) ft boom;
  - One (1) flatbed two and a half (2 ½) ton stake body truck;
  - All ropes, saws, and related safety equipment required for tree work.
2. ADDITIONAL/RENTAL EQUIPMENT  
 Additional Equipment may be required at the direction of the County's Project Officer. The County will provide twenty-four (24) hours' notice of the need for additional equipment. The Contractor should charge for the use of the additional equipment not listed above or rental equipment on a time and materials or project basis. All charges for additional or rental equipment shall be at the Contractor's cost. The Contractor shall not use any additional or rental equipment without prior approval from the Project Officer. The Contractor shall provide the additional or rental equipment at cost with no additional markup. The equipment operator shall be at the hourly rate on the Bid Form.

### WORKING HOURS

1. Non-emergency working hours shall be performed Monday through Friday from 7:00 am to 5:00 pm. Within fifteen (15) calendar days of receipt of any work request, the Contractor shall provide to the County Project Officer a written schedule of the amount of time required to complete the work and identify the approximate work starting date. Within 15 (fifteen) days of receipt of authorization from the County Project Officer, the Contractor shall begin all work unless otherwise authorized in advance by the County Project Officer. Failure to provide this written schedule and/or adhere to the work schedule may constitute the Contractor's default under the contract. The County will provide the Contractor written notice of work scheduled outside of regular work hours (evenings, weekends, and County-observed holidays).
2. Emergency work may be required twenty-four (24) hours per day, seven days per week. During the Contract Term, the Contractor may be required to assist the County in providing emergency tree removal and related services. Emergency Services are those services which require an accelerated response from the Contractor as determined by the Project Officer. The Contractor shall provide an emergency telephone number(s) with 24 hours/day, 7 days/week coverage.

### UNIT PRICE SERVICES

1. Unit Price Services include combined removal of both tree and stump, tree removal only, stump removal only, and tree pruning. The categories and quantities of trees and stumps covered by the contract are provided in the Bid Form. The categories are based on tree and stump diameter, measured at 4.5 feet from the ground for trees, and 6 inches from the ground for stumps. The County reserves the right to change, add, or delete categories or quantities of trees deemed to be in its best interest. Any change to the Scope of Services will be mutually agreed upon by the County and the Contractor in the form of a written amendment.
2. Labor rates shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative costs, etc. Labor rates will be paid based on the time at the site.
3. Hourly Base Equipment Rental Rates (Rented Equipment) – If the Contractor does not possess or have readily available equipment necessary for performing the work and such equipment is rented from a source other than a company that is an affiliate of the Contractor, payment will be based on actual invoice rates when the rates are reasonably in line with established rental rates for the equipment in question and are approved by the Project Officer.

### ADDITIONAL SERVICES

When directed by the County in writing to provide additional services such as trail clearing, or time-based emergency response, the Contractor shall furnish all labor, equipment, and material as required to fulfill the order. The Contractor will be paid for these services based on the hourly rates on the Bid Form. The Contractor shall bill the County as a separate line item on the regular monthly statement; the line item must list the date additional service was rendered, the number of employees provided, the number of hours each employee worked, and the name of the County Agency requesting the additional work.

The Contractor shall submit a proposal for all additional work. Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No "portal to portal" charges, fuel surcharges, or miscellaneous fees are permitted under the contract.

1. Non-Emergency Hourly Rates – shall be for hours at the job site only. The Contractor's cost incurred for transportation of workers, movement of equipment, project supervision, and other administration costs, are not chargeable directly, but may be considered overhead and shall be included in the hourly rates on the Bid Form.

2. Emergency Hourly Rates is for work the Contractor shall respond to within one (1) hour upon notification from the County. The Contractor shall maintain a guaranteed response time for emergency service that will not exceed four (4) hours. All prices associated with emergency response and mobilization shall be submitted on the Bid Form. Hourly rates will be calculated by hours on the job site. Portal-to-portal charges are not allowed.

The Contractor shall furnish one or more emergency service crews consisting of:

- One (1) working Foreman
- One (1) Ground person
- One (1) Climber/Pruner
- Standard equipment

#### DEBRIS CLEANUP

All debris resulting from the Contractor's operations shall be cleaned up each day before the work crew leaves the site unless otherwise directed by the County Project Officer. All lawn areas shall be raked; all streets and sidewalks shall be swept or blown; and all brush, branches, and logs shall be removed from the site. Work areas shall be left in a condition equal to that which existed prior to the commencement of the Contractor's work.

#### LICENSES AND PERMITS

The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the performance of the work under this contract.

#### MAINTENANCE OF TRAFFIC

The Contractor shall conduct its operation in a manner that will ensure that traffic will be uninterrupted except as approved by the County. At the close of each workday, the area of work shall be confined to the smallest area possible so that the maximum use of the street will be restored and the traffic hazard reduced to the minimum.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with [Virginia Work Area Protection Manual](#). During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP\SLOW" double-sided traffic control paddles, shall be designated by the Contractor to direct traffic, as well as any other equipment required by the Virginia Work Area Protection Manual. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The Contractor has sole responsibility for ensuring that its operations are conducted safely and notwithstanding any other provision to the contrary, shall fully indemnify Arlington County, its officers, agents, and employees for any damage or injury related to traffic operations which are caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, barricades, and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. No separate payment shall be made by the County for this work. All costs of this work are included by the Contractor as part of the Contract unit prices. All coordination to have signs installed to restrict parking shall be the responsibility of the Contractor.

The plan for the maintenance of traffic for each assignment shall be as directed by the County Project Officer.

LIABILITY FOR DAMAGE TO PROPERTY AND/OR PLANT MATERIAL

1. Climbing irons, spurs, or spikes shall not be used on trees to be pruned.
2. Any damage to trees or property caused by the Contractor shall be repaired immediately according to the ANSI A300 Pruning Standards to the satisfaction of the County's Project Officer at no additional cost to the County.
3. The casualty loss suffered by the County when a tree is damaged beyond repair by the Contractor shall be remedied in one of the two following ways at the sole discretion of the County:
  - a. The tree shall be removed (and stump ground out) by the Contractor at no cost to the County. The Contractor shall replace the tree with the number of nursery-grown specimens (of size and specimen determined by the County) required by the County's [Tree Replacement Guidelines](#). The Contractor shall perform the planting in accordance with the Arlington County's [Design Standards](#); or
  - b. The dollar value of the damaged tree (the casualty loss) will be determined by a qualified Arborist with demonstrated experience in tree appraisal and acceptable to both the County and the Contractor, using the [ISA/CTLA Guide to Establish the Value of Trees and Shrubs](#). Charges for the appraisal shall be paid in full by the Contractor. The Contractor shall pay the dollar value of the damaged tree as determined by the appraisal within thirty (30) days of receipt of the appraisal. The County may deduct the dollar value of the damaged tree from the payments due to the Contractor as determined by the appraisal.

DISCONTINUANCE OF WORK

Any operations of the Contractor determined hazardous by the County Project Officer shall be immediately discontinued by the Contractor upon receipt of either written or oral notice by the Project Officer to discontinue such practice.

OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within ten (10) feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract shall not be withheld from the payment to the Contractor by the County. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

PROTECTION OF UNDERGROUND UTILITIES

The Contractor shall be responsible for contacting Miss Utility for the location of any underground services situated in the work area that could be damaged by the Contractor's operation. Should damage occur, the Contractor shall immediately contact the appropriate utility organization and shall be responsible for all claims for damage due to the utility organization's need to complete protection works of the underground services.

**EXHIBIT B  
CONTRACTOR'S PRICING**

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 21-DPR-ITB-283

REVISED BID FORM

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

BIDS WILL BE OPENED AT 1:00 P.M., ON **NOVEMBER 4, 2020**

FOR PROVIDING TREE SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

- A Tree Services** - Prices bid shall be inclusive of all labor, material, and equipment necessary for the provision of tree services.

#	ITEM DESCRIPTION	UNIT OF MEASURE	NON-EMERGENCY UNIT PRICES	EMERGENCY UNIT PRICES
<b>SECTION I. TREE REMOVAL (To be considered for an award in this Section all items must be bid)</b>				
A	Up to 6" DBH	EACH	\$ 44.00	\$ 54.00
B	Over 6" to 12" DBH	EACH	\$ 150.44	\$ 174.44
C	Over 12" to 18" DBH	EACH	\$ 350.44	\$ 374.44
D	Over 18" to 24" DBH	EACH	\$ 1,324.44	\$ 1,374.44
E	Over 24" to 30" DBH	EACH	\$ 1,324.44	\$ 1,374.44
F	Over 30" to 36" DBH	EACH	\$ 1,324.44	\$ 1,374.44
G	Over 36" to 42" DBH	EACH	\$ 1,324.44	\$ 1,374.44
H	Over 42" DBH	EACH	\$ 1,444.44	\$ 1,484.44
<b>SECTION I. TREE REMOVAL TOTAL</b>			<b>\$ 7,287.08</b>	<b>\$ 7,585.08</b>
#	ITEM DESCRIPTION	UNIT OF MEASURE	NON-EMERGENCY UNIT PRICES	EMERGENCY UNIT PRICES
<b>Section II. Tree Pruning Services (To be considered for an award in this Section all items must be bid)</b>				
A	Up to 6" DBH	EACH	\$ 24.00	\$ 34.00
B	Over 6" to 12" DBH	EACH	\$ 94.00	\$ 124.00
C	Over 12" to 18" DBH	EACH	\$ 174.00	\$ 214.00
D	Over 18" to 24" DBH	EACH	\$ 244.00	\$ 284.00
E	Over 24" to 30" DBH	EACH	\$ 344.00	\$ 384.00
F	Over 30" to 36" DBH	EACH	\$ 444.00	\$ 484.00
G	Over 36" to 42" DBH	EACH	\$ 484.00	\$ 484.00
H	Over 42" DBH	EACH	\$ 484.00	\$ 484.00
<b>Section II. Tree Pruning Services Total</b>			<b>\$ 2,292.00</b>	<b>\$ 2,492.00</b>
#	ITEM DESCRIPTION	UNIT OF MEASURE	NON-EMERGENCY UNIT PRICES	EMERGENCY UNIT PRICES
<b>Section III. Stump Removal (To be considered for an award in this Section all items must be bid)</b>				
A	Stump removal/grinding	INCH	\$ 7.00	\$ 7.00
<b>Section III. Stump Removal Total</b>			<b>\$ 7.00</b>	<b>\$ 7.00</b>
<b>GRAND TOTAL OF SECTIONS I, II, &amp; III</b>			<b>\$ 9,586.08</b>	<b>\$ 10,084.08</b>

**For Informational Purposes:**

**B Hourly rates - All costs associated with response and mobilization for hourly or daily work, such as trail clearing, or time-based emergency response shall be included in the hourly rate for non-emergency and emergency services. Time worked shall be calculated as time spent on the job at the worksite only. Portal to portal charges is not allowed.**

CREW COST PER HOUR DURING WORKING HOURS, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION:

#	LABOR CATEGORY	NON-EMERGENCY HOURLY RATE	EMERGENCY HOURLY RATE
<b>Monday through Friday 7:00 AM TO 5:00 PM</b>			
1	WORKING FOREMAN	\$ 29.44	\$ 29.44
2	CLIMBER/PRUNER	\$ 24.44	\$ 24.44
3	GROUNDS PERSON	\$ 24.44	\$ 24.44
4	CERTIFIED ARBORIST	\$ 39.44	\$ 39.44
<b>Monday through Friday 5:01 PM TO 6:59 AM</b>			
1	WORKING FOREMAN	\$ 29.44	\$ 29.44
2	CLIMBER/PRUNER	\$ 24.44	\$ 24.44
3	GROUNDS PERSON	\$ 24.44	\$ 24.44
4	CERTIFIED ARBORIST	\$ 39.44	\$ 39.44
<b>Weekends and Holidays</b>			
1	WORKING FOREMAN	\$ 29.44	\$ 29.44
2	CLIMBER/PRUNER	\$ 24.44	\$ 24.44
3	GROUNDS PERSON	\$ 24.44	\$ 24.44
4	CERTIFIED ARBORIST	\$ 39.44	\$ 39.44
SUBTOTAL OF HOURLY RATES		\$ 353.28	\$ 353.28
<b>GRAND TOTAL OF NON-EMERGENCY AND EMERGENCY HOURLY RATES</b>			<u>\$ 706.56</u>
INSERT THE NUMBER OF HOURS AFTER NOTIFICATION THAT CREWS WILL BE AT THE JOBSITE LOCATION, FOR AN EMERGENCY RESPONSE ONLY. RECEIPT OF NOTIFICATION SHALL BE WITHIN 1 HOUR OF CALL OR OTHER METHOD OF COMMUNICATION. TIME PROPOSED SHALL NOT EXCEED FOUR (4) HOURS:			<u>1.5</u> HRS

**C. Additional Equipment/Rental Operator Hourly Rate:**

\$ 0