

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

CONTRACT AWARD COVERPAGE

TO: ST. ONGE CORPORATION	DATE ISSUED:	4/27/2021
5512 OAKWOOD ROAD	CONTRACT NO:	21-DES-ITB-451
ALEXANDRIA, VIRGINIA 22310	CONTRACT TITLE:	CCTV 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-DES-ITB-451 including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY
EXPIRES: 4/30/2022
RENEWALS: 4 RENEWALS REMAINING
COMMODITY CODE(S): 21007
LIVING WAGE: N

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

<u>VENDOR CONTACT:</u> JAMES SHORT	<u>VENDOR TEL. NO.:</u>	<u>(703) 313-6771</u>
<u>EMAIL ADDRESS:</u> JAMES@MPS-UTILITIES.COM		
<u>COUNTY CONTACT:</u> CARLA ALAYON (DES-WSS)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-7608</u>
<u>COUNTY CONTACT EMAIL:</u> CALAYON@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

<i>Lucas Alexander</i>	Title	Procurement Officer	Date	4/27/2021
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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 21-DES-ITB-451

THIS AGREEMENT is made, on 4/27/2021 between St. Onge Corporation, 5512 Oakwood Road, Alexandria, Virginia 22310 ("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;
- Exhibit A – Scope of Work; and
- Exhibit B – Contract Pricing.

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 CCTV 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 4/27/2021 and must be completed no later than April 30, 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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from May 1, 2022 to April 30, 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. 21-DES-ITB-451 at the prices provided in the bid of the Contractor.

6. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The Contractor shall submit all log sheets and corresponding video inspections and reports along with the invoices for County Project Officer approval. Invoices accompanied by incomplete records, or records that do not meet the requirements listed below will not be paid until the Contractor provides the full and correct records. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 as it 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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)

42. 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 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

43. 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.

44. AMENDMENTS

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

45. 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.

46. 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

47. 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.

48. ARBITRATION

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

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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:

James Short
james@mps-utilities.com
5512 Oakwood Road
Alexandria, Virginia 22310

TO THE COUNTY:

Carla Alayon, Project Officer
calayon@arlingtonva.us
4200 28th Street S
Arlington, Virginia 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

58. 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.

59. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

60. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

61. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$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 products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. 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 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.

62. MATERIAL CHANGES

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

63. 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

DocuSigned by:
AUTHORIZED SIGNATURE: Lucas Alexander
5D2342428F9D4B4...

NAME: LUCAS ALEXANDER

TITLE: PROCUREMENT OFFICER

DATE: 4/27/2021

ST. ONGE CORPORATION

DocuSigned by:
AUTHORIZED SIGNATURE: James Short
B80E7C8DCB1D4FA...

NAME: James Short

TITLE: VP Operations

DATE: 4/21/2021

EXHIBIT A – SCOPE OF WORK

Arlington County is soliciting bids for the provision of labor, materials, and equipment needed to clean catch basins and grate inlets in the County; and to clean, inspect and produce reports to include photo and/or video records of various structures and line segments in the County's storm sewer system, on a per project basis. The inspection standards to be used to identify, evaluate, prioritize, and manage the existing piping system shall be based on the National Association of Sewer Service Company (NASSCO) Pipeline Assessment Certification Program: <https://www.nassco.org/pipeline-assessment-and-certification-program>.

Bidders must meet the Minimum Qualification Requirements specified below and in the Bid Form in order to be considered for an award of this Contract.

1. DEFINITIONS

Catch Basin: A standard catch basin structure has one five-inch-high open throat and is eight feet six inches (8.5 feet) long by four feet (4 feet) wide, however size and throat length may vary for non-standard structures. Depth will vary by location, but catch basins are typically three (3) to five (5) feet deep. Pre-cast catch basins will have a throat that is approximately eight by four feet in dimension aligned over a three (3) or four (4) foot diameter manhole where pipes are connected. The majority of the County's catch basins are not pre-cast; therefore, the typical catch basin has a volume of approximately 136 cubic feet, assuming a depth of four feet. Refer to Arlington County Detail D-1.2 to D-1.8.

Storm Sewer Manhole: A standard manhole structure is 4' – 6' in diameter. Depths will vary by location but will generally be between 4' and 8' deep. Refer to Arlington County Standard Detail D-3.0 to 3.5.

Grate Inlet: A standard grate inlet structure is 4 feet by 4 feet, with a grate of 2.5 feet by 2.5 feet. Depth and sizes of structure will vary by location, but grate inlet structures are typically three (3) to five (5) feet deep. Refer to Arlington County Standard Detail D-1.9.

Yard Inlet: A standard yard inlet structure consists on one to four throats, with six-inch opening height. Throats are 5 feet long. Refer to Arlington County Standard Detail D-1.10.

2. CONTRACTOR'S PERSONNEL & EQUIPMENT

The Contractor's personnel shall at all times wear appropriate Personal Protective Equipment ("PPE"), including, but not limited to, safety vests, required to meet Occupational Safety and Health Administration ("OSHA") standards. The Contractor shall have in place proper and continuously updated training, procedures and supervision to ensure that all personnel obey all safety rules and regulations.

The Contractor shall have in their possession prior to commencement of any work all necessary equipment and personnel to perform work under this contract. The Contractor's equipment shall meet minimum requirements of OSHA and Virginia Occupational Safety and Health ("VOSH") specifications. The Contractor's equipment and operations shall be capable of completely removing debris from the catch basins and grate inlets.

The Contractor shall have personnel that are certified NASSCO/PACP users. These staff members must be able to use the NASSCO rating system to assess the condition of all pipelines according to the rating system required by NASSCO.

The County will provide two (2) sets of maps clearly identifying catch basins and grate inlets to the Contractor's Project Manager after Contract award. These maps will also indicate which structures the

Virginia Department of Transportation (“VDOT”) maintains and are not included in this Contract. The Contractor will be responsible for cleaning catch basins, yard inlets, and grate inlets, as well as inspection and cleaning of storm sewer pipes within the County, as specified by the County Project Officer. The contractor will also be responsible for the inspection of stormwater structures, i.e., manholes, as directed by County Project Officer. The Project Officer will coordinate with the contractor and will provide a template that is to be used for guidance regarding these inspections.

The Contractor shall commence work with sufficient personnel and equipment to perform the operation within seven (7) calendar days of receipt of verbal or written notification from the County Project Officer to the Project Manager.

The Contractor shall remove and replace all manhole/catch basin and grate inlets covers, grates or access plates in order to perform the operations. The Project Manager shall notify the Project Officer verbally or in writing when the work is complete. The Project Officer will review and verify completion of the work within seventy-two (72) hours after notification. When notified by the Project Officer, the Contractor shall correct incomplete or deficient work within 48 hours of the notification.

3. CONTRACTOR’S QUALIFICATIONS AND QUALITY ASSURANCE

The Contractor must have an established Safety Manual and certification/training program for its employees, as well as Quality Control/Quality Assurance program. The Contractor must also have a NASSCO/PACP training program in place for renewal of certifications for staff members. At any time, throughout the Term of the Contract, the Contractor shall provide the Safety Manual, certification/training program, NASSCO certification program, and Quality Control/Quality Assurance program documents at the County Project Officer’s request within 5 business days from the County’s request.

4. DAILY REPORT

The Contractor’s Project Manager shall submit to the Project Officer a Daily Work Completion Summary within sixteen (16) hours after the catch basins, grate inlets, yard inlets, and storm sewer inspection and/or cleaning has been performed. This summary shall include, at a minimum, number of Contractor’s personnel used, type and amount of equipment used, work location, date and time work was performed, number and type of structures cleaned, number and type of structures inspected, volume or weight removed from cleaned structures, and any accidents or anything unusual that happened within the work area. The Contractor shall clearly identify in the daily report the inspected areas that require repairs. The Project Officer will inspect the work site within seventy-two (72) hours of receiving the Daily Work Completion and will inform the Project Manager of any unacceptable areas or locations where additional work is necessary.

5. CLEANING OF CATCH BASINS, STORM SEWER MANHOLES, GRATE INLETS, AND YARD INLETS

The Contractor shall inspect approximately 4,400 structures to include catch basins, manholes, grate inlets, and yard inlets per calendar year as shown on the Bid Form to determine which should be cleaned. The criterion for cleaning a structure shall be 0.5 cubic feet of material or more, or if a blockage is observed that would prevent runoff from exiting the structure. The Project Manager shall submit to the Project Officer a weekly written report identifying all structures inspected and all structures determined to require cleaning. The Project Officer will identify to the contractor’s Project Manager which catch basins, grate inlets, and yard inlets shall be cleaned.

All structures shall be cleaned in such a manner that all material within the structure (i.e. sand, dirt, rocks, asphalt, road debris, leaves, tree limbs, trash, organic growth, etc.) is removed by vacuuming, other mechanical means, or other manual means. Materials removed from catch basins and grate inlets shall not be flushed downstream; the Contractor shall remove these materials from the structures and dispose at a commercial facility that accepts materials of this nature. Cleaning of the catch basins and grate inlets shall include the gutter, mouth, throat and body of each structure. All catch basins and grate inlets cleaned shall be visually free from material or debris that is not part of the structure.

The Contractor shall permanently dispose of all collected waste material at an approved landfill or waste site. The Project Manager shall provide the Project Officer with documentation from the disposal site citing the weight of material removed.

a. Method of Payment

The County will pay the Contractor for each structure inspected and cleaned. The price quote per project shall include cleaning of the gutter, mouth, throat and/or grate as well as the floor and body of the structure; and all costs of mobilization, debris containment, disposal, dumping fees, equipment, tools, required daily reports, and labor necessary to remove and dispose of the debris taken from the structures. Structure depths are measured from top of cover to bottom of structure.

6. CLEANING AND INSPECTION OF STORM SEWER PIPES

The Contractor shall also clean and inspect/televise various line segments in the County's storm sewer system. Pipes that have accumulation of debris that require cleaning shall be reported to the Project Officer on the daily report. The Contractor shall not clean pipes without the approval of County Staff.

Bidders shall submit the per-foot prices for cleaning and inspection of: 12, 15, 18, 21, 24, 27, 30, 33, 36, 42, 48, 54, 60, 66, 72 and 84-inch diameter pipes, as shown on the Bid Form.

There is up to 1,500 feet total of 6", 8" and 10" pipes that may be required to be cleaned and inspected as part of this Contract which will be paid for at the 12" unit price.

a. CCTV Video Material and Asset Management

Prior to Closed-circuit television (CCTV) video inspection, the designated sewer lines shall be cleaned by hydraulically propelled, high-velocity jet equipment. The cleaning equipment shall be capable of removing dirt, grease, rocks, mud, sand, gravel, bricks, minor root intrusion, and other materials and obstructions from the sewer lines and manholes. Pipe walls shall be cleaned as to allow the identification of items such as, by way of illustration and not limitation: structural defects, misaligned joints, internal corrosion, and infiltration sources.

The Contractor shall remove and legally dispose of all debris removed from the County sewer lines during the cleaning process. Material cleaned from the pipe shall not be flushed downstream; it shall be disposed of at an approved landfill.

The Contractor is allowed to dump water only at the Arlington Water Pollution Control Plant (WPCP), located at 3202 S. Glebe Road. The Project Manager shall coordinate the disposal of the water through the County Project Officer.

The CCTV video recording camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper identification of the sewer's condition. In no case shall the camera speed exceed thirty (30) feet per minute.

If, during the inspection operation, the camera will not pass through the entire line segment, the Contractor shall complete the inspection (marked as abandoned survey) and set up the equipment so that the inspection can be performed from the opposite manhole. If the camera fails to pass through the entire line segment, the inspection shall be considered complete and no further inspection shall be required on the line segment. The Contractor will only be paid for the length of pipe televised. The Contractor must notify the County Project Officer immediately if they encounter such blocked line segment.

The Contractor's CCTV camera shall be positioned as close to the center of the pipe as possible to ensure adequate inspection of all pipe surfaces. The camera shall be equipped with appropriate wheels or tracks to ensure movement through the pipe as well as lighting (corresponding to pipe size) to ensure defects can be identified.

The Contractor shall, at no expense to the County, re-clean sewers that are not properly cleaned and that hinder the identification of sewer defects. Sewer cleaning shall be properly coordinated with the video inspection to avoid duplication of efforts.

The Contractor shall provide the County digital videos and PDF reports from the CCTV inspection software for each of the televised lines with its invoice for the work. These videos must be recorded and/or converted to H.264 format to be compatible with the County's existing master database and software. The video and inspection report shall show a minimum of ninety percent (90%) of pipe. Videos and inspection reports shall be labeled properly by the pipe ID and the images contained within the report and video shall be clearly identifiable, as determined by the Project Officer. The Contractor shall temporarily block or restrict flow in sewers with continuous flow to ensure inspection of the bottom surface of the pipes. As such, inspections of pipe shall not be performed during periods of significant wet weather and shall be suspended temporarily as necessary during intermittent rain showers. Videos showing pipes running more than ten percent (10%) full will be rejected. Pipes less than 20 feet long may be visually inspected via a pole camera or other similar means rather than video recorded. Such inspections shall be documented with written reports as to defects observed, and a photographs and/or video in digital format. Such pipes shall still be cleaned as necessary to complete such inspections.

The Contractor shall produce and maintain videoed inspection records (logs), which shall be kept accurate on a daily basis. At a minimum, the records shall show the date of video inspection, the line segment inspected (Manhole to Manhole), size of pipe, length of pipe, type of pipe material, any deformation in the pipe, including cracks, missing sections of pipe and deterioration. Log sheets shall also include pipe distances and tape counter numbers for the start of each inspection on the log. The Contractor shall maintain and format all sewer videoed inspection records per requirements set forth below, and in accordance with any additional instructions issued by the Project Officer.

Expected Deliverables:

1. Microsoft Access database containing inspection data, should be formatted in the County's existing ITpipes table style (See Attachments A & B for examples).
2. Videos should be in mp4/H.264 format.
3. Photos shall be in .jpg format.
4. Reports shall be in .PDF format, following the Arlington County existing report template (to be provided by the County prior to start of Contract).

5. File naming convention:

- i. Videos: "Upstream Manhole"_"Downstream Manhole"_Date_Time.mp4
- ii. Photos: "Upstream Manhole"_"DownstreamManhole"_Code_Distance_Date_Time.jpg
- iii. Reports: "Upstream Manhole"_"Downstream Manhole"_Date_Time.pdf

The following information, at a minimum, shall be noted on the CCTV video as well as on the written logs:

On header screen for each inspection:

1. Tape counter number corresponding to the start of the inspection for each pipe section;
2. Upstream and downstream manhole numbers;
3. Street name;
4. Date and time of day of inspection;
5. Size of pipe;
6. Pipe material;

In report:

1. All info from a-f above; and
2. Actual length of pipe;
3. Pipe connections between manholes;
4. Description of damage;
5. Photos of each observation.

The Contractor shall notify the Project Officer before any work begins on private property. The Contractor shall then obtain written permission from the property owner prior to commencing the work.

1. Invoicing

The Contractor shall submit all log sheets and corresponding video inspections and reports along with the invoices for County Project Officer approval. Invoices accompanied by incomplete records, or records that do not meet the requirements listed below will not be paid until the Contractor provides the full and correct records.

7. CCTV INSPECTION SOFTWARE ASSET MANAGEMENT

- a. **PIPE INSPECTIONS:** The Contractor shall have ITpipes inspection software to properly inspect and manage all inspection data so it is compatible with Arlington County's ITpipes Web master database. ITpipes is currently integrated with Cartegraph, Arlington County's existing asset management system, and the Contractor would not need access to Cartegraph if using ITpipes software. The most compatible and easily integrated software is ITpipes Mobile software and ITpipes Sync.

All data is to be collected by use of the ITpipes CCTV inspection software so that the inspections and reports are compatible for upload to Arlington County's existing ITpipes master, allowing for a smooth transition to the existing system without causing delays to the ongoing pipe inspections program. The County has already set up ITpipes to integrate directly with Arlington County's AMS, so the Contractor does not need access to the AMS (see Attachment B for a draft example of input fields). The inspection template to be provided will be used for data collection as directed by

Arlington County staff to ensure consistent data collection for both in-house inspections as those completed by the Contractor. Deliverables shall be coordinated and submitted on a weekly basis via the "Sync" module or export method as described below to Arlington County for review and approval. Reviews will be either accepted or rejected within 30 days of submission.

CCTV Inspection submittals must be submitted electronically using one of the following two methods. The first option involves using ITpipes sync (separate module to ITpipes software) to upload data directly into Arlington County's ITpipes master database. The County will provide technical assistance in getting access to the Count's server for this option, but this may require assistance from the contactor's technical staff to ensure a secure VPN connection and other requirements. The second option is to provide an export of the ITpipes or approved compatible CCTV inspection software containing all of the expected deliverables and data as described in Section 6 on a pre-determined scheduled (i.e. weekly, monthly, etc.) so that this data can be seamlessly uploaded into the County's master ITpipes database. This data shall be delivered using a County approved electronic transfer method. This second option does not require the Sync module of ITpipes.

- b. STRUCTURE INSPECTIONS:** Arlington County personnel will provide, during the duration of this contract, a tablet per team to all contractor staff and are to be used for all structure inspections. These tablets will be pre-loaded and configured with the Cartegraph application by Arlington County. Each user will be given a login and password by the County Project Officer. All tasks will be pre-determined and assigned by the Project Officer. Training will be provided to the contractor by Arlington County at the start of this contract (see Attachment C for a draft example of input fields).

8. MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by the work. The Contractor shall provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current VDOT standards. The Contractor shall provide at least one employee at each site where traffic control is required, to provide traffic control. Such employees must be VDOT certified flaggers trained on Basic Work Zone Traffic Control.

Maintenance of traffic shall be provided at no additional cost to the County.

9. SUBCONTRACTING

If the Contractor plans to utilize subcontractors in performance of work under this contract, the Contractor must provide the County with a list of subcontractors prior to beginning of work. All subcontractors shall be fully qualified to perform the work and shall adhere to all provisions of this contract. The Contractor shall be held fully responsible for the performance of all subcontracted work, and the County, at its own discretion, will have the right to request that the Contractor remove and replace a not qualified or non-performing subcontractor with an alternate subcontractor acceptable to the County.

10. DAMAGE CLAIMS

The Contractor shall continuously maintain protection of all its work from damage and shall protect the County's property from damage or loss arising in connection with this Contract. The Contractor shall also be responsible for any site restoration of any damage done to private property or in the public right of way resulting from their work performed under the contract, at no expense to the County.

The Contractor shall make good any such damage, or loss, except such as may be caused by agents or employees of the County.

The Contractor shall be responsible for resolution of any and all damage claims resulting from operations provided under this contract. Claims made to Arlington County as a result of operations provided under this contract will be referred to the Contractor for resolution. Failure to properly respond to and resolve damage claims will constitute unsatisfactory performance and may result in cancellation of the contract.

The Contractor shall respond to all complaints within 24 hours.

11. COUNTY RESPONSIBILITIES

The Project Officer will supply the Contractor with storm sewer drawings and list line segments to be video-recorded; provide a Fire Hydrant Permit for obtaining water; make arrangements to have buried manholes uncovered and raised; and assist the Contractor with the arrangements to enter private property.

12. COST OF DISPOSAL OF WASTE AT LANDFILL

The price bid for disposal of waste shall be the sum of dumping fee and delivery charge per load to the landfill.

EXHIBIT B – CONTRACT PRICING

TABLE A	CATCH BASIN, GRATE INLET, AND MANHOLE CLEANING & INSPECTION	
<u>Line Item#</u>	<u>Service Description</u>	<u>Unit Price</u>
<u>1</u>	Catch Basin Inspections	<u>\$1.50</u>
<u>2</u>	Grate Inlet Inspections	<u>\$1.50</u>
<u>3</u>	Yard Inlet Inspections	<u>\$1.50</u>
<u>4</u>	Manhole Inspections	<u>\$1.50</u>
<u>5</u>	Catch Basin Cleanings	<u>\$33.00</u>
<u>6</u>	Grate Inlet Cleanings	<u>\$5.00</u>
<u>7</u>	Yard Inlet Cleanings	<u>\$5.00</u>
<u>8</u>	Manhole Cleanings	<u>\$5.00</u>
TABLE B		
STORM SEWER SYSTEM CLEANING & INSPECTION		
<u>Line Item#</u>	<u>Service Description</u>	<u>Unit Price</u>
<u>1</u>	12" Pipe	<u>\$0.45</u>
<u>2</u>	15" Pipe	<u>\$0.90</u>
<u>3</u>	18" Pipe	<u>\$0.90</u>
<u>4</u>	21" Pipe	<u>\$0.88</u>
<u>5</u>	24" Pipe	<u>\$0.80</u>
<u>6</u>	27" Pipe	<u>\$0.70</u>
<u>7</u>	30" Pipe	<u>\$0.80</u>
<u>8</u>	33" Pipe	<u>\$0.70</u>
<u>9</u>	36" Pipe	<u>\$0.80</u>
<u>10</u>	42" Pipe	<u>\$0.80</u>
<u>11</u>	48" Pipe	<u>\$2.85</u>
<u>12</u>	54" Pipe	<u>\$3.35</u>
<u>13</u>	60" Pipe	<u>\$5.15</u>
<u>14</u>	66" Pipe	<u>\$5.25</u>
<u>15</u>	72" Pipe	<u>\$6.45</u>
<u>16</u>	84" Pipe	<u>\$6.75</u>
TABLE C		
DISPOSAL OF WASTE AT LANDFILL		
<u>Line Item#</u>	<u>Service Description</u>	<u>Unit Price</u>
<u>1</u>	Dumping Fees	<u>\$25.00</u>
<u>2</u>	Delivery Charge	<u>\$100.00</u>