

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

AGREEMENT NO.17-185

THIS AGREEMENT is made, on the date of execution by the County, between Trillium Transportation Fuels, LLC dba Trillium CNG ("Contractor") a Limited Liability Company registered 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 including Scope of Work
- Attachment A – Shop Drawings/Specification
- Attachment B – Condition Assessment Report
- Attachment C – Preventive Maintenance Report
- Attachment D – Operations Data
- Attachment E – Fuel Gas Dryer
- Attachment F – Air Compressor
- Attachment G – DBE Forms and Exhibits
- Attachment H – De-Fuel Panel
- Attachment I – Automatic Transfer Switch
- Attachment J – Generator, Parts 1, 2, 3
- Attachment K – Chromatograph
- Attachment L Call Order Form
- Attachment M – Monthly Alarm Report
- Attachment N – Price Schedule
- Attachment O – Living Wage Forms

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A).

It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

The Contract Term (Period of Performance) shall commence upon execution of this Contract and is for a Two (2) Year Base Period with three (3) One-Year Option Periods.

5. OPTION TO EXTEND SERVICES

The County may require continued performance of the services within the limits and at the rates specified in the Price Schedule. This option provision may be exercised more than once, but the total extension duration hereunder shall not exceed Six (6) months. The Procurement Officer may exercise this option by written notice to the Contractor within Thirty (30) days of Contract expiration.

6. CONTRACT AMOUNT

The Contract Amount for the Two (2) Year Base Period is \$107,476.19.

This Contract is a Firm Fixed-Unit Price Contract. The County will pay the Contractor in accordance with the terms of the Payment section below and the Price Schedule (Attachment C).

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

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm through the Two (2) Year Base Period. To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before end of the Two (2) Year Base Period.

Adjustments to the Contract Unit Price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the Twelve (12) month period prior to the ending on the Two (2) Year Base Period.

Any Contract Unit Price(s) that result from this provision will become effective on the first day of an Option Year, if exercised by the County. The Adjustment will be binding for Twelve (12) months. 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.

8. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 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.

9. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Attachment B includes all costs and expenses of providing the services described in this Contract.

10. PAYMENT OF SUB-CONTRACTORS

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 sub-contractor under this Contract:

- a. Pay the sub-contractor 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 sub-contractor, 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 sub-contractor on all amounts owed by the Contractor to the sub-contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the sub-contractor 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 sub-contracts, if any are permitted, a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.

The Contractor's obligation to pay an interest charge to a sub-contractor 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.

11. 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.

12. 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.

13. 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 the resulting 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).

14. 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.

15. BACKGROUND CHECK

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

16. REPLACEMENT OF PERSONNEL AND SUB-CONTRACTORS

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

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

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

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

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

20. SAFETY

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

21. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. **Termination for Unsatisfactory Performance.** If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. **Termination for Breach or Default.** If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of

termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

22. 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.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any sub-contractor 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.

24. 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.

25. 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.

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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)

33. AUDIT

The Contractor must 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 Fifteen (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 Fifteen (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.

34. 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.

35. AMENDMENTS

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

36. 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.

37. 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.

38. 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.

39. ARBITRATION

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

40. 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.

41. 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.

42. 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.

43. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contractor 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 to the County. The parties intent for this provision to be read as broadly as possible.

44. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

45. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

46. 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.

47. 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.

48. NOTICES

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

TO THE CONTRACTOR:
Bill Cashmareck, President
1111 Bagby Street
Suite 2400
Houston, Texas 77002

TO THE COUNTY:
Jason Davis, Transit Project Manager
Department of Environmental Services-Transportation Division
2100 Clarendon Blvd.
Suite 900
Arlington, Virginia 22201

AND

Shirley Diamond, Senior Procurement Officer
Department of Management and Finance-Office of the Purchasing Agent
Officer of the Purchasing Agent
Suite 500
2100 Clarendon Boulevard
Arlington, Virginia 22201

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. 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.

51. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

52. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned or County-occupied property therefore must be paid no less than the hourly Living Wage rate that is published on the County's web site on the date of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

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

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Attachment C;
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Attachment C
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll-reports for each employee working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Attachment C).

d. CONTRACTOR RECORD KEEPING

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

e. VIOLATIONS

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

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 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).

- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except Worker's Compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- b. 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.
- c. 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.
- d. 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.

54. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the life of the Contract. At a minimum, evaluations will be completed at Fifty Percent (50%)

completion of the Base Year term and within Sixty (60) calendar days from final completion of the Contract Term, including Option Years, if exercised, and prior to final payment to the Contractor. The evaluations will address the Contractor's work quality, cost controls, schedule, timeliness and sub-contractor management, if applicable. The Project Officer will be responsible for completing the evaluations and provide a copy to the Contractor and the County Procurement Office.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:

NAME: SHIRLEY DIAMOND
TITLE: PROCUREMENT OFFICER

DATE: 5-11-17

CONTRACTOR:

AUTHORIZED
SIGNATURE:

NAME: BILL CASHAMARECK
TITLE: PRESIDENT

DATE: 4/28/17

SCOPE OF WORK

1. Introduction/ Background

The County has constructed a new light maintenance and Compressed Natural Gas (CNG) facility for its Arlington Transit (ART) buses located at 3201 South Eads Street in Arlington County.

Arlington County Transit Bureau requires the services of a Contractor to provide Preventive Maintenance and unscheduled equipment repair services at the facility. The Contractor must maintain the CNG System in a condition sufficient to operate at full level of performance in accordance with the facility Shop Drawings/Specifications. (Attachment A)

2. Scope of Work (SOW)

The Contractor shall provide all labor, materials, tools, parts, supplies, lubricants, equipment, incidentals, transportation and supervision to provide Preventive Maintenance Services as well as equipment repair services at the Arlington County CNG Facility. The Contractor shall also provide, to the Project Officer, monthly inspection reports and quarterly Preventive Maintenance reports. The Contractor must maintain the CNG System in a condition sufficient to operate at full level of performance in accordance with the facility Shop Drawings/Specifications.

3. Pre-inspection of Equipment

The Contractor shall perform a Condition Survey Assessment detailing all equipment and conditions covered under this SOW as a baseline for the condition of the facility. The Condition Survey Assessment shall include observations of deficiencies in equipment condition, operation and/or performance and shall be the basis for on-going maintenance of the facility.

The County will provide the Contractor with a Condition Survey Assessment Form to be used during the Condition Survey Assessment (Attachment B). The Contractor shall be responsible for providing all resources necessary to complete the Pre-Inspection phase as a part of the Base Contract Services under the Terms and Conditions of the Contract.

4. Preventive Maintenance and Inspections

A. General Description

The Contractor shall conduct inspections and provide quarterly Preventive Maintenance reports on an annual schedule developed and agreed to by the Contractor and Arlington County. Preventive Maintenance inspections shall be conducted according to the manufacturer recommendations (Attachments D-K). The Contractor shall use the form

provided by the County (Attachment C) to report Preventive Maintenance and Inspection Services. It is anticipated the above scheduled services shall commence at the beginning of each Contract year.

The Contractor shall provide Preventive Maintenance Services required in the Scope of Work, to maintain the system in the condition prescribed by the original equipment manufacturer's recommended guidelines, found in the attached Shop Drawings/Specifications (Attachment A). Services shall include, but not limited to:

- a. Providing all labor, parts, materials, tools and supplies required to keep the system fully functional;
- b. The Contractor shall notify the Project Officer, twenty-four (24) hours in advance of any scheduled Preventive Maintenance service;
- c. Upon completion of scheduled Preventive Maintenance, the Contractor shall provide the Project Officer a detailed report detailing Work complete, identification of defects (if applicable) and other operational issues. The quarterly Preventative Maintenance report will summarize all the work performed during the previous 3 Month period.

B. Preventive Maintenance and Inspections

1. CleanCNG Standard Compressor

The system has four CleanCNG Standard Compressors manufactured by Clean Energy. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment D.

1. Perform a system walk-around and check for leaks.
2. During operation, check/record/verify compressor performance data.
3. Visually inspect gas panels for leaks and abnormalities.
4. Listen for any abnormal sounds (e.g. banging or hissing)
5. Check priority panel for proper operation.
6. Drain all inter-stage scrubbers and filters.
7. Drain recovery tank sump and vent heater.
8. Check outlet air louver operation (if applicable).
9. Check bolts, clamps, and nuts for tightness. Torque if necessary.
10. Visually inspect all pressure relief devices for signs of failure or leakage.
11. Verify ESD control function.
12. Verify equipment warning and alarm triggers for proper function. Repair if needed.
13. Check gas detector calibration. Recalibrate if required.
14. Check control voltage: 12VAC to 24VDC.
15. Check main and pilot gas regulator settings.
16. Inspect and verify all control valve operation.

17. Drain and replace the lubrication oil and oil filter element, and check for any unusual particles in the waste oil crankcase.
18. Change gas inlet and discharge filter elements, and clean filter bowl.
19. Verify set points and scale of all instrumentation (pressure and temperature switches/sensors, oil level switches, flow switch, etc.).
20. During start-up, check blow-down and recirculation functionality. Perform adjustments as required.
21. Check heat exchanger for any obstruction or debris accumulation. Clean if required.
22. Check drive belts, alignment and belt tension. Replace if worn.
23. Check vent stack for obstructions.
24. Lubricate main drive motor bearings.
25. Performance vibration tests.
26. Remove and clean compressor valves. Inspect for cracks or breakage. Leak-test with solvent. Rebuild if required.
27. Inspect and replace piston rings.
28. Inspect pistons, piston rods, and piston retainers. Replace if worn.
29. Remove and rebuild compressor valves with the appropriate valve repair kit.
30. Replace all compressor valves.
31. Inspect and replace piston rings, rod packing, O-rings, and gaskets.
32. Inspect cylinders and measure tolerance with a micrometer. Replace if worn.
33. Inspect wrist pins and crosshead bushing/bearings. Replace if worn.
34. Replace connecting rod shell bearings.
35. Replace crankshaft assembly. Adjust end-play as necessary.

2. PSB Industries Fuel Gas Dryer Compressor

The system has one Single Vessel NGV Fuel Gas dryer manufactured by PSB Industries Inc. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment E.

1. Check outlet dew point when gas is flowing for reading below - 40°F. Make sure that V6 has been closed slightly to ensure proper gas flow over sensor.
2. Drain pre-filter, blower housing and sump.
3. Check differential pressure across pre-filter and after-filter elements. Replace if required when gauge is approaching RED zone or 3-5 PSID.
4. Check and maintain operating conditions; pressure, flow, temperature within the design parameters of the dryer.
5. Verify dew point (if instrument available). Remove sensor from sample cell and verify instrument responds to ambient moisture condition.

6. Recalibrate/check span of moisture analyzer. Refer to Xentaur manual for details.
7. Replace pre-filter, after filter and separator elements.
8. Check oil level using blower maintenance procedure shown below.
9. Change oil in blower.

3. **Quincey Air Compressor**

The system has one QR-25 Series Model 325 Air Compressor manufactured by Quincey Compressor. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment F.

1. Manually test pressure relief valves.
2. Clean Surfaces of intercooler.
3. Check distribution system for leaks.
4. Check for contaminated lubricant.
5. Check for compressor/vacuum leaks.
6. Check belt tension (if applicable).
7. Torque sheave fasteners (if applicable)
8. Change lubricant (& filter if applicable)

4. **CNG Dispenser**

The system has four ANGI Series II CNG dispensers manufactured by ANGI. The contractor shall complete routine inspections based on the manufacturer's recommended schedule, Attachment G.

5. **Defueling Panel**

The system has one ANGI Defueling Panel Model K01-50-033 manufactured by ANGI. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment H.

1. Check for leaks. IF leaks are present, depressurize the system (following manufacturer recommended procedure) and repair.
2. Check gauge glycerin levels. Top off if required.

6. **EATON Automatic Transfer Switch**

The system has one EATON, ATC-900 Transfer switch manufactured by EATON. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment I.

1. Visual inspect on a quarterly basis for damage.
2. Clean and remove debris from equipment on a quarterly basis.

7. MTU Onsite Energy 75kWe Generator

The system has one MTU, MTU 10V0068 GS75 Generator manufactured by MTU Onsite energy. Approved procedures, parts and fluids are in the Operations and Maintenance Manual provided with this solicitation. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment J.

1. Record the date of inspection.
2. Record air temperature around generator.
3. Record the level from the oil dipstick and the amount of oil added to the engine if it was needed.
4. Record level of coolant in the radiator and add approved coolant, if needed.
5. Check inlet and outlet hose temperature to verify operation.
6. Visually inspect belts for damage or fraying. Verify the engine control is in the OFF position.
7. Visually inspect battery charger to verify operation. If equipped with a display, verify charge rate. If equipped with LEDs, verify correct LEDs are lit.
8. Verify battery(s) are full of acid, cables are tight and battery posts are clean.
9. Check all hoses and connections for dripping fluids. If needed, tighten hose clamps to contain leaks.
10. Record the amp reading when unit is running with load.
11. Record the AC volt reading when unit is running with load.
12. Record the hertz reading when unit is running with load.
13. Record the oil pressure when unit is running with load.
14. When unit is running with load, record the coolant temperature reading once stabilized.
15. Record control panel DC voltage reading.
16. Record the Running Time Meter total before each test.
Variances will show run time between inspection exercises.
17. Automatic Transfer Switch mark as OK, if test performed properly.
18. Maintenance technician performing inspections will initial, verifying inspection is complete.

8. ABB Chromatograph

The system has one ABB, NGC8206 Chromatograph manufactured by ABB. Approved procedures and parts are in the Operations and Maintenance Manual provided with this solicitation. The contractor shall complete the following items based on the manufacturer's recommended schedule, Attachment K.

1. Check for secure mounting and ensure equipment is in the vertical position.

2. Carrier gas bottle mounting rack should be tilted backwards slightly.
3. Bottles within mounting rack should be securely mounted in the pipe meter.
4. Check Bottle Regulators for leaks and secure mounting.
5. Check pipe mounted sample probe for secure mounting.
6. Steel tubing between sample probe and NGC will be checked for bends or kinks. Ensure all connections are tight.
7. Ensure front and rear end caps are hand tight.
8. Ensure all conduits and pipes are sealed per NEC codes.

9. ESD Alarm and Monitoring System

The system is equipped with an alarm monitoring system. The contractor shall monitor the system daily and respond to alarms. Alarms shall be reported to the Project Officer within 24 hours. If response to alarms requires unscheduled repair services, the Contractor must submit a repair request to the Project Officer prior to the commencement of work.

5. Repair Services

A. Description of Services

The County may, during the course of the Contract, request the Contractor to perform repair services outside the preventative maintenance and inspection services of this Contract. An example of a repair service is the cost of a replacement compressor which exceeds \$100 in cost. Repair service needs that arise from inadequate preventive maintenance will be the sole liability of the Contractor.

The Contractor shall provide all supervision, labor, materials, supplies, parts, tools and equipment necessary to perform these services. Repair services shall be documented using the attached contract services call order form (Attachment L). Such work shall be compensated at the loaded hourly rates listed in the Price Schedule (Attachment N).

The County shall incur no obligation for out of scope work that is not authorized in advance, in writing.

B. Repair Services Call Orders

All work performed under Repair Services shall be requested and approved/disapproved, in advance and in writing, by the Project Officer using the Call Order form (Attachment L). The form shall contain a detailed description of the services that are required from the Contractor. The Contractor shall provide the Project Officer a detailed cost estimate which includes an itemized breakdown for labor, parts and materials as well as a schedule with critical milestones for completing the Call Order.

Labor rates included on the Price Schedule for the Contract must be developed and submitted with all estimates of proposed Work. A cost breakdown and schedule must be attached to the Call Order Form.

Unless otherwise directed by the Project Officer, the above information must be submitted within twenty-four (24) hours of the commencement of the Work. **No work shall be done other than the Work described in the Call Order Form.**

C. Parts

The Contractor shall repair or replace worn or defective parts with the appropriate OEM (original equipment manufacturer) parts when practical. Substitute parts shall not be used without the prior written consent of Arlington County.

A ten percent (10%) mark-up at Contractor's cost, excluding shipping/handling, shall be allowed for all repair parts in excess of \$100.00. Parts under \$100.00 will be paid at Contractor's cost with no mark-up.

D. Response Time

1. **The Contractor shall be available to respond to all service calls and emergencies at the facility twenty-four (24) hours a day, seven (7) days per week, three-hundred sixty-five (365) days per year.** Two weeks prior to the start of each twelve (12) month contract term, the Contractor shall provide the name and contact information of the point of contact for service calls. If at any time during the contract period the point of contact needs to be updated, the Contractor shall provide the County notice 48 hours in advance.
2. When a service call request is submitted (by telephone, e-mail, in writing) by the Project Officer, the Contractor shall provide on-site support within twenty-four (24) hours of receipt of the request. Response time is defined from the time the Contractor receives the request from the Project Officer to the time the Contractor arrives at the CNG Facility and advises the Project Officer of his/her arrival.
3. When equipment repairs are required **and not included in the Preventative Maintenance Report**, the Contractor shall provide the Project Officer with a detailed estimate of parts (if applicable) materials (outlined below) and labor time/rate(s) perform the equipment repair(s).
4. The Contractor **shall not commence** any repair work until the Project Officer has provided written approval for the Work.

6. Monitoring and Documentation

A. System Monitoring and Alarms

The CNG facility has a remote monitoring and alarm system. The County will provide the Contractor with training on the system. The CNG station monitoring and alarm system must be operational at all times. Bypassing of alarms and shutdown systems is not allowed without specific approval of Arlington County. The Contractor will test the monitoring and alarm system monthly, preferably during the morning during minimum fuel demand periods (6AM-10AM). The Contractor will test the Emergency Shutdown (ESD) system monthly and reset. The monitoring system is capable of proactively troubleshooting and diagnosing CNG station failures remotely and dispatching technician support as needed. Monthly, the Contractor shall send a report detailing all alarms, Attachment M.

B. Maintenance Report

1. The Contractor shall submit all projected and/or required maintenance and repair work to the Project Officer via the attached Call Order form (Attachment L).

Upon completion of the Work, the Contractor shall provide a completed Call Order Form detailing Work performed. The information shall include, at a minimum the following:

- Name, title of the employee
 - Date of service, date completed
 - Specific repairs accomplished
 - Hours worked and comments if necessary
 - Corrective action
 - Cause(s) of the repair, replacement, defect, etc.
2. As required, any preventive maintenance, inspection of CNG system(s), the Contractor shall provide a report in accordance with the information above as well as any recommendations for future remedial actions or critical items requiring immediate attention.
 3. At the completion of each shift, the Contractor shall send a pictorial e-mail to the Project Officer detailing the Work commenced, completed or in-process for that shift. This email shall include, but not limited to:
 - Pictures
 - Scheduled Preventive Maintenance
 - Unplanned equipment outages, repair replacement, if applicable

C. Equipment Related Accidents/Injuries

The Contractor shall provide a formal report of all accidents and/or injuries, which occur and involve the equipment covered in this Contract via e-mail, to the Project Officer, no later than two (2) hours after the occurrence. This report shall identify all parties involved, location, times and suspected cause of incident.

D. Monthly Activity E-mails

At the beginning of each month, Contractor shall send an e-mail to the Project Officer detailing any planned work, if applicable as well as advising the Project Officer if no planned work is scheduled.

E. Contract Phase Out Documentation

Upon termination or the end of the contract term all records and documentation, including, but not limited to: O&M Manuals, Preventative Maintenance Schedules, Reports and Other Data shall be delivered to the County in electronic form and remain the sole property of the County.

F. Record Keeping

Contractor shall provide a monthly report to Arlington County detailing all work performed (Attachment C) and cataloging all alarms for the CNG station (Attachment M).

7. Safety

- A. The Contractor shall comply with and ensure all Contractor personnel, sub-contractors comply with all current and applicable local, state and Federal policies, regulations, procedures and standards relating to the safety, health, including but not limited to, the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, Federal Environmental Protection Agency Standards and all applicable standards of the Virginia Department of Environmental Quality.
- B. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and materials to safely accomplish the Work specified in the Scope of Work. The Contractor shall also provide, upon the County's request, a copy of the Contractor's written safety policies and procedures applicable to the Scope of Work. Failure to provide this information within seven (7) calendar days of the County's request may result in termination of the contract.
- C. The Contractor shall provide and ensure that all personnel at the facility wear the proper Personal Protective Equipment (PPE) detailed below:

- i. Approved back support and protective devices
 - ii. Eye Protection
 - iii. Hearing Protection
 - iv. Safety Shoes
 - v. Hard Hats
 - vi. Reflective Vests
 - vii. Respiratory Protection
 - viii. Other safety device/apparel as conditions warrant
- C. The County reserves the right to inspect all areas for safety violations at its sole discretion, and direct the Contractor to take immediate corrective action of conditions, procedures, and to stop work if hazardous conditions are deemed to exist.
- D. In the event Work is stopped by the County for any type of safety hazard, the Contractor shall be notified immediately and will be given sufficient time to take corrective action. If a safety hazard is caused by the Contractor, all corrective action costs shall be the responsibility of the Contractor.
- E. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.
- F. Damage to the Facility, caused by the Contractor, shall be repaired or replaced to the satisfaction of the County and at the expense of the Contractor.
- G. The County, at its sole discretion, shall have the right to repair, replace damaged property. Such costs shall be deducted from Contractor invoices upon completion of the repair or replacement of the damage.

8. Hazardous Waste

The Contractor shall not bring, produce, use, or store on the job site any hazardous or carcinogenic products without prior written approval from the Project Officer. All hazardous and/or carcinogenic waste transported or generated on-site at the County CNG facility by the Contractor must be properly disposed, outside the County facility by the Contractor as required by law and at no additional cost to the County.

The Contractor shall provide the County with complete, legible copies of all regulatory notices, violations, citations, etc., received by the Contractor that pertain directly or indirectly to the operation and maintenance of the Facility.

9. Method of Payment

The Contractor shall be paid in accordance with Section 10 of the IFB Terms and Conditions.

10. Place of Performance

The Work shall be performed at 3201 South Eads Street, Arlington, Virginia. The Contractor will provide advance notice, minimum 24 hours, prior to performing work. Work will be completed between 8AM and 5PM EST unless otherwise approved by the Project Officer.

The Contractor shall be available to respond to required, unscheduled repair needs at the CNG facility twenty-four (24) hours, seven (7) days per week.

Preventive Maintenance may be performed any day of the week between the hours of 8:00 A.M. and 5:00 P.M., with twenty-four (24) hour notice to the Project Officer. Preventive Maintenance work performed outside the above referenced hours must be approved by the Project Officer.

11. Contractor Requirements

- The Contractor must have a minimum of five (5) years' experience in maintaining a heavy-duty vehicle CNG facility;
- The Contractor must provide support service calls and emergency calls on a twenty-four (24) hour, seven (7) day per week, three-hundred sixty-five (365) calendar days;
- The Contractor shall provide the Project Officer with the name(s), title(s), telephone number (cell, land line if applicable) of all Contractor personnel assigned to the CNG Facility.

12. ATTACHMENTS

- A. Facility Shop Drawings/Specifications
- B. Condition survey Assessment
- C. Preventive Maintenance Report
- D. CNG Compressor Manufacturer Specification
- E. CNG Dryer Manufacturer Specification
- F. Air Compressor Manufacturer Specification
- G. Fuel Dispenser Manufacturer Specification
- H. Defueler Manufacturer Specification
- I. Transfer Switch Manufacturer Specification
- J. Generator Manufacturer Specification
- K. Chromatograph Manufacturer Specification
- L. Call Order Form
- M. Monthly Alarm Report
- N. Price Schedule