

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

NOTICE OF AWARD OF CONTRACT

TO: Waco, Inc. 38592 Brett Way, Suite 7 Mechanicsville, MD 20659	DATE ISSUED: January 3, 2019
	CURRENT CONTRACT NO: 19-110-ITB-LW-1
	CONTRACT TITLE: Environmental Abatement 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.

Your firm, Waco, Inc., is the **PRIMARY** Contractor awarded the above referenced contract in accordance with the response submitted by you on November 15th, 2018. The contract term covered by this Notice of Award is effective on the date of award and expires on **January 31, 2024**.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 19-110-ITB-LW the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO Agreement No. 19-110-ITB-LW-1 (ATTACHED)
- 2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:

- 1) Agreement No. 19-110-ITB-LW-1

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Steven E. Williams	TELEPHONE NO.:	(301) 290-1333
VENDOR PAYMENT TERMS: NET 45 DAYS	EMAIL ADDRESS:	swilliams@wacoinc.net
COUNTY CONTACT: Mark Khorshid	TELEPHONE NO.:	(703)228-4448
	EMAIL ADDRESS:	mkhorsid@arlingtonva.us

CONTRACT AUTHORIZATION


Sharon T. Lewis
Purchasing Division Chief

1-3-19
Date

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

AGREEMENT NO. 19-110-ITB-LW-1

THIS AGREEMENT is made, on the date of execution by the County, between Waco, Inc., 38592 Brett Way, Suite 7, Mechanicsville, MD 20659 ("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 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 which is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

1. The Agreement
2. The ITB Bid Response, dated November 15th, 2018; and
3. The ITB 19-110-ITB-LW is hereby incorporated by reference.

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 environmental abatement services for asbestos, lead and fluorescent fixtures for incidental work on an as-needed basis for up to a five-year period. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall 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

Time is of the essence. Work under this Agreement will commence on the date of the execution of the Agreement by the County. All work defined in Attachment A, must be completed no later than January 31, 2024. No work will be deemed complete until it is accepted by the County's Project Officer.

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. 19-110-ITB-LW at the prices provided in the bid of the Contractor.

6. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work/Specifications of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

7. PAYMENT TERMS

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

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the

County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. WARRANTY

All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer 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 in addition to and irrespective of any manufacturer's or supplier's warranty. 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.

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

Inspection and acceptance of materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.

15. 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.

16. 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.

17. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement the County will contract a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

18. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration ("OSHA") requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

19. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

20. 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.

21. 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.

22. 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.

23. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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.

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

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 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.

36. 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.

52. ATTORNEY'S FEES

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

53. 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.

54. 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.

55. 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.

56. 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 (PRIMARY) CONTRACTOR:

Steven E. Williams, Vice President
Waco, Inc.
38592 Brett Way, Suite 7
Mechanicsville, MD 20659

TO THE COUNTY:

Mark Khorshid, Project Officer
Arlington County Virginia, DES- Facilities Design & Construction (FD&C)
1400 N. Uhle Street, Suite 403
Arlington, VA 22201

AND

Sharon Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

57. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

58. LIVING WAGE

The provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during the Contract Term equals or exceeds \$100,000, the Contract will become subject to the Living Wage provisions, and the Contractor must immediately contact the County Purchasing Agent to obtain instructions and documents required for compliance.

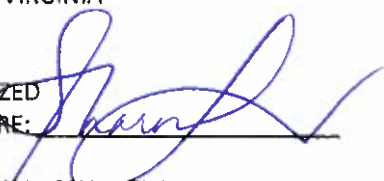
If the Contract becomes subject to the Living Wage provision after execution, the County may allow the Contractor to amend the Contract to reflect the additional costs of compliance with the Living Wage provisions. If the Contractor desires to amend the Contract, it must first submit the names of all employees who will be affected by the Living Wage provisions, their positions and wage rates before and after the compliance date, and the total change in direct labor costs that result from the Living Wage compliance.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

WACO, INC.

AUTHORIZED
SIGNATURE: _____



AUTHORIZED
SIGNATURE: _____



NAME: SHARON T. LEWIS
TITLE: PURCHASING DIVISION CHIEF

NAME AND
TITLE: Steven E. Williams, VP

DATE: 1-3-19

DATE: 1-3-19

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO.19-110-ITB-LW

B I D F O R M

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., ON NOVEMBER 13, 2018

FOR PROVIDING ENVIRONMENTAL ABATEMENT SERVICES FOR ASBESTOS, LEAD AND FLUORESCENT FIXTURES FOR INCIDENTAL WORK ON AN AS-NEEDED BASIS FOR UP TO A FIVE-YEAR PERIOD. PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.

NOTE: YOUR SIGNATURE ON THIS BID FORM ACKNOWLEDGES RECEIPT OF ALL ADDENDA INCLUDED HEREIN.

SUBMITTED BY:

(legal name of entity)

Waco, Inc.

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Steven E. Williams, Vice President

ADDRESS:

38592 Brett Way #7

HQ Corporate Address:
5450 Lewis Rd.

CITY/STATE/ZIP:

Mechanicsville, MD 21659

Sandston, VA 23150

TELEPHONE NO.:

301-290-1333

E-MAIL

ADDRESS:

swilliams@wacoinc.net

THIS ENTITY IS INCORPORATED

IN:

Virginia

THIS ENTITY IS

A:(check the applicable option)

CORPORATION

GENERAL PARTNERSHIP

LIMITED LIABILITY COMPANY

LIMITED PARTNERSHIP

UNINCORPORATED ASSOCIATION

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:

0095428-9

Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.

VIRGINIA CONTRACTOR'S LICENSE NUMBER:

2701007061

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available)

00314-0597

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY
DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY,
VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

PROJECT MANAGER ASSIGNED TO COUNTY PROJECTS: Steven Williams

COMPLETE THE PRICING SHEETS PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT B TO ITB NO. 19-110-ITB-LW AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT ALL PAGES OF ATTACHMENT B-BID FORMS WILL RENDER THE BID NON-RESPONSIVE

***IMPORTANT NOTE:** TRAVEL TIME TO AND FROM WORK, MEAL AND BRAKE TIMES ARE NOT REIMBURSABLE BY THE COUNTY

With their bid, the Bidders must provide the following information in the same numerical order as noted below:

1. Resume shall include the Project Manager with at least past 5 years of experience in Environmental Abatement, Project Manager must have been employed with current employer minimum 3 years and must submit the Licenses and training certificates for the Project Manager to be assigned to this contract. The Project Manager **MUST** hold the following current Virginia licenses: (1) Board for Asbestos, Lead, and Home Inspectors Asbestos Supervisor license, (2) Board for Asbestos, Lead, and Home Inspectors Project Designer license, (3) Board for Asbestos, Lead, and Home Inspectors Lead Abatement Supervisor License.

2. Copy of the bidder's Virginia asbestos and lead abatement Contractors license.
3. Copies of the bidder's respiratory protection program, and standard operating procedures. See Master Specifications for details
4. List any special equipment (i.e. HEPA vacuum, negative pressure units, etc.) that your company will use specifically in servicing this Environmental Abatement contract. List the bidder's inventory of abatement equipment, including company vehicles.
5. A list of employees intended to be assigned to work on County property under this contract, including their name, title, and current hourly wage rate. If any of these employees current hourly wage rate is less than \$15.00, include an acknowledgement of your intent to comply with the Living Wage requirement in this solicitation.
6. List all training such as: Asbestos Worker /Supervisor, Lead Abatement Worker/Supervisor, Fall Protection, Confined Space, Aerial Lifts, refresher courses, etc. Any training related to Asbestos & Lead abatement that your company provides to employees and benefits that your firm provides to these employees.
7. A signed statement by the Bidder identifying any abatement term contracts or activities that were terminated prior to completion within the past five (5) years. The statement shall include the date of termination, building owner's name, address and telephone number, and a brief description of the reasons for the termination.

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder about a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

BIDDER NAME: Waco, Inc.

State the specific reason(s) why protection is necessary:

N/A

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION:The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Steven E. Williams, Waco, Inc.
ADDRESS: 38592 Brett Way, Suite 7
Mechanicville, MD 20659
E-MAIL: SWilliams@wacoinc.net

REFERENCES

8. Bidders shall provide five (5) references for environmental abatement services that have been provided by the Bidder within the past five (5) years. Three (3) of the references must be for governmental work. All references SHALL include contact name, contact email address and a working phone number for the contact. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: Glenn Belmore
Organization: Charles County Public Schools
Phone Number: 301-934-7275
E-mail Address: GBELMORE@ccboe.com
Contract/Project Name: Various asbestos abatement & re-insulation projects

BIDDER NAME: Waco, Inc.

Contract/Project Dates (from-to): On-going since June 1986
Contract/Project

Description: Various school buildings throughout the county, on an as needed basis.

REFERENCE 2: Contact Name: Cynthia Wilson

Organization: Arlington County, Virginia

Phone Number: 703-228-4438

E-mail Address: CWilson@arlingtonva.us

Contract/Project Name: Various asbestos & lead abatement & Reinsulation projects

Contract/Project Dates (from-to): Several contracts since 1992

Contract/Project

Description: Various county buildings, on an as-needed basis

REFERENCE 3: Contact Name: Mark McGurk

Organization: IAP World Services

Phone Number: 301-995-3782

E-mail Address: mmcgurk@iappax.com

Contract/Project Name: Various asbestos + Lead abatement, mold remediation, duct cleaning, re-insulation + demolition projects

Contract/Project Dates (from-to): On-going since Nov. 1996

Contract/Project

Description: Various military buildings on Pax River NAS base, on an as-needed basis

REFERENCE 4: Contact Name: Kathy Clement

Organization: Northern Virginia Community College

Phone Number: 703-933-5081

E-mail Address: kclement@nvcc.edu

Contract/Project Name: Various asbestos + lead abatement, mold remediation, fluorescent lighting, duct cleaning + re-insulation projects

Contract/Project Dates (from-to): On-going since May 1996

Contract/Project

Description: Various educational buildings throughout several campuses in Virginia, on an as-needed basis.

REFERENCE 5: Contact Name: Julius Williams

Organization: University of Maryland

Phone Number: 301-405-1903

E-mail Address: jwilli22@umd.edu

Contract/Project Name: Various asbestos + lead abatement, mold remediation, duct cleaning, re-insulation projects

Contract/Project Dates (from-to): On-going since July 1998

Contract/Project

Description: Various educational buildings throughout several campuses in Maryland, on an as-needed basis.

BIDDERNAME: Waco, Inc.

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- X1. Workers' Compensation Statutory limits of Virginia
- X2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- X3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- ___ 6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident, Uninsured Motorist
- X7. Independent Contractors \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X 8. Products Liability \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X 9. Completed Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X 10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X 11. Personal and Advertising Injury Liability \$1 Million each offense, \$1 Million annual aggregate
- X 12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- ___ 13. Per Project Aggregate
- X 14. Professional Liability
 - ___ a. Architects and Engineers \$1 Million per occurrence/claim
 - X b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - ___ c. Medical Malpractice \$1 Million per occurrence/claim
 - ___ d. Medical Professional Liability \$ Limits as set forth in Virginia Code 8.01.581.15
- X 15. Miscellaneous E&O \$1 Million per occurrence/claim
- ___ 16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- ___ 17. Motor Cargo Insurance
- ___ 18. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- ___ 19. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- ___ 20. Inland Marine-Bailee's Insurance \$ _____
- ___ 21. Moving and Rigging Floater Endorsement to CGL
- ___ 22. Crime and Employee Dishonesty Coverage \$ _____
- ___ 23. Builder's Risk Provide Coverage in the full amount of Contract, including any amendments
- ___ 24. XCU Coverage Endorsement to CGL
- ___ 25. USL&H Federal Statutory Limits
- X 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- X 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- X 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- X 29. Certificate of Insurance shall show Bid Number and Bid Title.
- ___ 30. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: Scott Insurance

AUTH. SIGNATURE: Hacey Hall

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: Waco, Inc.

AUTH. SIGNATURE: [Signature]

THE ESTIMATED HOURS LISTED BELOW ARE FOR BID PURPOSES ONLY. ARLINGTON COUNTY CANNOT GUARANTY ANY WORK HOI

ASBESTOS REMOVAL BID PRICING

LABOR RATE SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, PERMITS, FEES, DISPOSAL, RENTAL EQUIPMENT, ETC. TRANSPORTATION FEES SHOULD NOT BE INCLUDED IN THIS PRICE.

ITEM 1 - LABOR RATE PRICING

TRADE	TYPE	ANNUAL	HOURLY RATE	EXTENSION
ASBESTOS	M-F	500	\$ 0.01	\$ 5.00
	M-F>8	200	\$ 0.01	\$ 2.00
	OSA	50	\$ 0.01	\$ 0.50
	OSH	50	\$ 0.01	\$ 0.50
ASBESTOS	M-F	1200	\$ 65.00	\$ 78,000.00
	M-F>8	400	\$ 0.01	\$ 4.00
	OSA	50	\$ 65.00	\$ 3,250.00
	OSH	50	\$ 65.00	\$ 3,250.00
ASBESTOS	M-F	300	\$ 0.01	\$ 3.00
	M-F>8	100	\$ 0.01	\$ 1.00
	OSA	25	\$ 0.01	\$ 0.25
	OSH	25	\$ 0.01	\$ 0.25
ASBESTOS TOTAL LABOR RATE SCENARIO (sum extension column)				\$ 84,516.50
M-F	Monday through Friday			
M-F>8	Monday through Friday any hour greater than eight			
OSA	Overtime Saturday			
OSH	Overtime Sunday & Holidays			

ITEM 2- SERVICES, MOBILIZATION & CARTAGE:

DESCRIPTION	CHARGE/JOB
SERVICE, MOBILIZATION, CARTAGE	\$ 3,000.00
OUT (HOLIDAYS, MIDDLE OF THE	\$ 3,500.00

Note: Mobilization charge may be applied for each project call-out by Arlington county; however; additional mobilization charges will not be approved for a project call-out for multiple buildings when the Contractor moves from one building to the next building (s).

THE ESTIMATED HOURS LISTED BELOW ARE FOR BID PURPOSES ONLY. ARLINGTON COUNTY CANNOT GUARANTY ANY WORK HOURS.

LEAD REMOVAL BID PRICING

LABOR RATE SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, PERMITS, FEES, DISPOSAL, RENTAL EQUIPMENT, ETC.
TRANSPORTATION FEES SHOULD NOT BE INCLUDED IN THIS PRICE.

ITEM 1 - LABOR RATE PRICING

TRADE	TYPE	ANNUAL	HOURLY RATE	EXTENSION
LEAD ABATEMENT MECHANICAL	M-F	200	\$ 0.01	\$ 2.00
	M-F>8	100	\$ 0.01	\$ 1.00
	OSA	25	\$ 0.01	\$ 0.25
	OSH	25	\$ 0.01	\$ 0.25

LEAD ABATEMENT GENERAL	M-F	300	\$ 65.00	\$ 19,500.00
	M-F>8	100	\$ 0.01	\$ 1.00
	OSA	25	\$ 65.00	\$ 1,625.00
	OSH	25	\$ 65.00	\$ 1,625.00

LEAD ABATEMENT GENERAL	M-F	75	\$ 0.01	\$ 0.75
	M-F>8	25	\$ 0.01	\$ 0.25
	OSA	25	\$ 0.01	\$ 0.25
	OSH	25	\$ 0.01	\$ 0.25

LEAD TOTAL LABOR RATE SCENARIO (sum extension column)		
		\$ 22,756.00
M-F	Monday through Friday	
M-F>8	Monday through Friday any hour greater than eight	
OSA	Overtime Saturday	
OSH	Overtime Sunday & Holidays	

ITEM 2- SERVICES, MOBILIZATION & CARTAGE:

DESCRIPTION	CHARGE/JOB
SERVICE, MOBILIZATION, CARTAGE	\$ 4,000.00
EMERGENCY CALL OUT (HOLIDAYS, MIDDLE OF THE NIGHT) SERVICE, MOBILIZATION & CARTAGE	\$ 4,500.00

Note: Mobilization charge may be applied for each project call-out by Arlington county; however; additional mobilization charges will not be approved for a project call-out for multiple buildings when the Contractor moves from one building to the next building (s).

THE ESTIMATED HOURS LISTED BELOW ARE FOR BID PURPOSES ONLY. ARLINGTON COUNTY CANNOT GUARANTY ANY WORK HOURS.

LIGHTING BALLASTS & LAMPS CONTAINING PCBs AND MERCURY REMOVAL BID PRICING

LABOR RATE SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, PERMITS, FEES, DISPOSAL, RENTAL EQUIPMENT, ETC.
TRANSPORTATION FEES SHOULD NOT BE INCLUDED IN THIS PRICE.

ITEM 1 - LABOR RATE PRICING

TRADE	TYPE	ANNUAL ESTIMATED HOURS	HOURLY RATE	EXTENSION
LIGHTING REMOVAL MECHANICAL	M-F	100	\$ 0.01	\$ 1.00
	M-F>8	50	\$ 0.01	\$ 0.50
	OSA	25	\$ 0.01	\$ 0.25
	OSH	25	\$ 0.01	\$ 0.25
LIGHTING REMOVAL GENERAL	M-F	150	\$ 65.00	\$ 9,750.00
	M-F>8	50	\$ 0.01	\$ 0.50
	OSA	25	\$ 0.01	\$ 0.25
	OSH	25	\$ 0.01	\$ 0.25
LIGHTING REMOVAL GENERAL FORMAN	M-F	75	\$ 0.01	\$ 0.75
	M-F>8	25	\$ 0.01	\$ 0.25
	OSA	25	\$ 0.01	\$ 0.25
	OSH	25	\$ 0.01	\$ 0.25
LIGHTING REMOVAL TOTAL LABOR RATE SCENARIO				
(sum extension column)				\$ 9,754.50
M-F	Monday through Friday			
M-F>8	Monday through Friday any hour greater than eight			
OSA	Overtime Saturday			
OSH	Overtime Sunday & Holidays			

ITEM 2- SERVICES, MOBILIZATION & CARTAGE:

DESCRIPTION	CHARGE/JOB
SERVICE, MOBILIZATION, CARTAGE	\$ 4,000.00
MOBILIZATION & CARTAGE	\$ 4,500.00

Note: Mobilization charge may be applied for each project call-out by Arlington county; however; additional mobilization charges will not be approved for a project call-out for multiple buildings when the Contractor moves from one building to the next building (s).

ASBESTOS TOTAL INCLUDE LABOR & ALL RATE SCENARIO	\$ 84,516.50
LEAD TOTAL INLUDE LABOR & ALL RATE SCENARIO	\$ 22,756.00
LIGHTING BALLASTS AND LAMPS CONTAINING PCBs AND MERCURY	\$ 9,754.50
TOTAL	\$ 117,027.00

ITB No. 19-110-ITB-LW

ACG Environmental Abatement Services



38592 Brett Way • Suite 7 • Mechanicsville, Maryland 20659
Toll Free 888-742-7219 • Fax 301-290-5222

December 21, 2018

Arlene Palmer, Procurement Officer
Department of Management & Finance
Purchasing Division
Arlington County Government
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

Re: Verification of Waco, Inc. Bid Pricing – Contract #19-110-ITB-LW-1

Dear Ms. Palmer:

Waco, Inc. has verified the bid pricing submitted on 11/15/18. We look forward to working with Arlington County.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Williams", written over a horizontal line.

Steven E. Williams
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance - Lynchburg 1301 Old Graves Mill Road Lynchburg VA 24502	CONTACT NAME: Stacey Hall PHONE (A/C, No, Ext): 804-545-2216 E-MAIL ADDRESS: shall@scottins.com		FAX (A/C, No): 434-455-8938
	INSURER(S) AFFORDING COVERAGE		
INSURED Waco, Inc. Mr. Tom Carswell PO Box 829 Sandston VA 23150	INSURER A: Aspen Specialty Insurance (A)		NAIC # 10717
	INSURER B: Employers Insurance Company of Wausau (A)		21458
	INSURER C: NorthStone Insurance Company (A-)		13045
	INSURER D: Argonaut Insurance Company (A)		19801
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 222295796

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded \$50k <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ERA9NGK18	3/1/2018	3/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> HCPD <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ASC-Z51-291550-018	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		EXA9NGL18	3/1/2018	3/1/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCN6001214 WC928248460174	3/1/2018 3/1/2018	3/1/2019 3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER (\$25,000 Ded.) E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Legal Liability Contractors Pollution Liability Professional Liability			ERA9NGK18	3/1/2018	3/1/2019	Limit 1,000,000 Limit 1,000,000 Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ITB#19-110-ITB-LW-1

Ref: Environmental Abatement Services

County Board of Arlington County, Virginia is an additional insured as respects General Liability per ASPER108 and Excess Liability, if required by written contract.

Contractual Liability is included in the General Liability form.

30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Arlington County, Virginia Office of the Purchasing Agent 2100 Clarendon Blvd, Suite 500 Arlington VA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Stacy W. Hall</i>
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ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID No. 19-110-ITB-LW

ADDENDUM A

Arlington County Invitation to Bid No. 19-110-ITB-LW for environmental abatement services for asbestos, lead and fluorescent fixtures on an as-needed basis is amended as follows:

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 15TH DAY OF NOVEMBER, 2018, THE BALANCE OF THE SOLICITATION REMAINS UNCHANGED.

Arlene Palmer
Procurement
ampalmer@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

RECEIPT OF ADDENDUM A IS ACKNOWLEDGED.

FIRM NAME: Waco, Inc.

AUTHORIZED SIGNATURE:  DATE: 11/15/18

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 19-110-ITB-LW

ADDENDUM NO. B

Arlington County Invitation to Bid No. 19-110-ITB-LW for environmental abatement services is amended as follows:

- I. ATTACHMENT B-BID FORMS is attached and has been updated to include LIGHTING worksheet and added line item on TOTAL worksheet
- II. BID FORM, PG 40, is amended to include the following:

With their bid, the Bidders must provide the following information in the same numerical order as noted below:

8. Plan of action, Location of Disposal site and Transporter.

III. RESPONSES TO QUESTIONS

Below are the responses to the questions received by the County:

1. The bid sheet for Asbestos Removal has three categories listing Abatement with different quantities. Please clarify.

Answer: On ATTACHMENT B-BID FORMS, Cell A14 labeled "ASBESTOS" shall read "ASBESTOS ABATEMENT MECHANICAL." Cell A20 labeled "ASBESTOS" shall read "ASBESTOS ABATEMENT GENERAL." Cell A 26 labeled "ASBESTOS" shall read "ASBESTOS ABATEMENT GENERAL FOREMAN."

2. The bid sheet for Asbestos Removal, Item 2 is not clear for the second line item price.

Answer: On ATTACHMENT B-BID FORMS, Cell A42, Item 2, shall read "EMERGENCY CALL OUT (HOLIDAYS, MIDDLE OF THE NIGHT) SERVICE, MOBILIZATION & CARTAGE."

3. What is meant by "Lead Abatement Mechanical" and "Lead Abatement General" on the Lead Removal and Bid Pricing page? Can you give a description and or definition of Mechanical verses General Lead Abatement?

Answer: Asbestos/Lead Abatement Mechanical refers to the removal method whereby shot blasting, mechanical chipping, mechanical gridding, mechanical sanding, mechanical sawing and by other mechanical means is utilized. Machinery would be used for this removal method.

Asbestos/Lead Abatement General refers to the removal method whereby non-mechanical means are employed, such as hand tools, ice chippers, spud brad, solvents, water, heat or infrared, etc. This removal method is primarily done by hand.

4. The bid forms state the Labor Rates are to include "Labor, Equipment, Materials, Permits, Fees, Disposal, Rental Equipment, Etc. Page 9-10 of the bid documents clearly state that cost of materials will be reimbursed at cost, state permit fee to be billed separately at cost, and the county will reimburse the contractor for its disposal fee at Contractors cost. Page 9-10 are in direct conflict with the bid sheets that state these items are included in the hourly rate. Which is correct? Is this an all-inclusive unit price contract or a Time & Material Contract?

Answer: Labor rates are to include labor, equipment, materials, permits, fees, disposal, rental equipment, etc. The state permit fee for notification shall be excluded from the mobilization/demobilization price and shall be billed separately, at Contractor's cost, to the County. This is an all-inclusive unit price contract, the only exception is for state permitting as described above.

5. How do we get paid for Fluorescent Light Fixture Abatement to include Mercury lamps and PCB ballasts? No bid sheet for these items found in bid.

Answer: An additional worksheet has been added to ATTACHMENT B-BID FORMS to address mercury lamps and pcb ballasts.

6. On the bid sheets is says to include rental equipment in the hourly rates. Each project would be unique and how can a contractor build into its unit price labor rate a cost for unknown quantities and items for rental equipment? Rental items needed for a project can vary significantly in cost depending on the items and length of time needed for the project.

Answer: Once awarded, for each abatement project, the successful Contractor shall submit a detailed written quotation with a "Not to Exceed" price listing materials, estimated labor at normal hours and/or premium hours, and subcontractors or equipment rental, if applicable. The quotation will be based on the individual unit proposal prices submitted with the Bid. The Contractor shall be responsible for visiting the project site and thoroughly investigating existing conditions, prior to submitting their quotation.

7. Will the cost of mobilization be taken into account for bid evaluation purposes?

Answer: No.

8. You define a crew as consisting of one foreman and three workers. The number of workers may be adjustable depending on the requirements of the project. Will you require that the foreman be on site at all times that a worker is on site?

Answer: No, the foreman is not required to be on site at all times. For each abatement project, the successful Contractor shall submit a detailed written quotation with a "Not to Exceed" price listing materials, estimated labor at normal hours and/or premium hours, and subcontractors or equipment rental, if applicable. The quotation will detail how many workers are required, how many hours the foreman shall be on site, and will include costs in their proposal.

9. For hourly rates, the bid states "Transportation fees should not be included in this price". Does this mean that no transportation fees will be permitted in any case? Or does it mean that transportation fees can be billed elsewhere?


Answer: Mobilization/demobilization expenses shall be a separate contract unit price. The mobilization/demobilization price shall cover all costs of mobilization and demobilization for each assignment under the contract including transportation and mileage to and from the job site. The mobilization/demobilization will be paid in accordance to the contract rate for projects as a Flat Rate as the bidders noted in the ITEM 2 – Service, Mobilization & Cartage Hourly Rate Bid document. Only one (1) mobilization/demobilization charge shall be allowed for each project assigned. Contractor proposal shall include all cost of mobilization/demobilization including transportation and mileage to and from the job.

Arlene Palmer
Procurement
ampalmer@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

THE BALANCE OF THE SOLICITATION REMAINS UNCHANGED.
RECEIPT OF ADDENDUM B IS ACKNOWLEDGED.

FIRM NAME: Waco, Inc.

AUTHORIZED SIGNATURE:  DATE: 11/15/18