

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

**AGREEMENT NO. 20-021-ITB-1**

THIS AGREEMENT is made, on the date of execution by the County, between Washington Air Compressor Rental Co., 44180 Wade Drive, Chantilly, VA 20152 ("Contractor") a District of Columbia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of the bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-021-ITB.

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 provide the goods described in the Contract Documents (the "Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is for the rental of various types of heavy equipment with or without operators to meet Arlington County's routine and major project needs and emergency commitments. It will be the Contractor's responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than September 30, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from October 1, 2020 to September 30, 2024 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

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

The Contract Amount/unit price(s) will remain firm until September 30, 2020 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other

party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in July of each year of the Contract.

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

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

#### **6. 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 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

#### **7. PAYMENT OF SUBCONTRACTORS**

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

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

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

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

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

#### **8. NO WAIVER OF RIGHTS**

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

**9. NON-APPROPRIATION**

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

**10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items 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 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 covered by this Contract. The items 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 through those contract(s).

**11. 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 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.

**12. DELIVERY**

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

**13. WARRANTY**

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

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

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

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

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

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

**15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

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

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

**16. OSHA REQUIREMENTS**

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

**17. HAZARDOUS MATERIALS**

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

**18. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

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

**19. FAILURE TO DELIVER**

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor’s expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County’s other remedies for the Contractor’s failure to perform.

**20. UNSATISFACTORY WORK**

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor’s expense. The County may offset the costs against any

amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

**21. 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.

**22. 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.

**23. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace (as defined in this section) 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

### **28. 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.

### **29. ETHICS IN PUBLIC CONTRACTING**

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

### **30. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

### **31. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

### **32. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

### **33. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or



agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**34. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**35. AUDIT**

The Contractor 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.

**36. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**37. AMENDMENTS**

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

**38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**39. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**40. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**41. ARBITRATION**

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

**42. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**43. NO WAIVER**

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

**44. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**45. ATTORNEY'S FEES**

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

**46. SURVIVAL OF TERMS**

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

**47. 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.

**48. 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.

**49. NOTICES**

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

**TO THE CONTRACTOR:**  
John "Tex" Stecklein  
Washington Air Compressor Rental Co.

44180 Wade Drive  
Chantilly, VA 20152  
Email: [jstecklein@washair.com](mailto:jstecklein@washair.com)

**TO THE COUNTY:**

Jeremy Hassan, Project Officer  
4200 28<sup>th</sup> Street S.  
Arlington, VA 22206  
Email: [jhassan@arlingtonva.us](mailto:jhassan@arlingtonva.us)

AND

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

**50. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**51. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**52. INSURANCE REQUIREMENTS**

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in

the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.

- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.
- 1.8 The insurance coverage required shall remain in force throughout the Contract or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."
- 1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.
- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be 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 directly employed by it.
- 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.
- 1.15 For any claims related to this work, The Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.
- 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
- 1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
- 1.19 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible

be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

2. Contractor's Insurance:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

2.2 The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirement's, standard industry practices, the requirements of the operations and this contract, the Contractor, directly through its subcontractors, shall effect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placarding, labeling or posting other forms of warning against hazards.

3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or

- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

4. Builder's Risk Insurance

- 4.1 The Contractor shall purchase and maintain builders risk insurance with a limit equal to the initial Contract Amount and any amendments to the Contract which affect the project cost on a replacement cost basis. Builder's risk insurance shall be maintained until Final Payment under the Contract has been made or until no person or entity other than the County has an insurable interest in the covered property, whichever is earlier. The builders risk insurance shall include the County as defined in Section 1.6, Contractor, subcontractors and sub-subcontractors as named insureds.
- 4.2 Insurance shall be on an all-risks policy form including the perils of fire, theft, vandalism, malicious mischief, lightning, wind, force majeure, collapse, and earthquake. Coverage is to apply for demolition occasioned by enforcement of any applicable legal requirements, and Architect's fees. Coverage for the peril of flood shall not be required unless otherwise required in the Contract Documents.
- 4.3 Unless otherwise provided in the Contract Documents, the builders risk insurance shall also cover materials to be incorporated into the project which are stored off the site.
- 4.4 The Contractor shall purchase and maintain Boiler and Machinery insurance, if required by the contract documents or by law, with a limit satisfactory to the County. The Boiler and Machinery insurance shall cover objects during installation and until Final Acceptance by the County. The County shall be included as a named insured.
- 4.5 Any loss under builder's risk insurance shall be payable to the County as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner. The County, as fiduciary, shall have the right to adjust and settle a loss with insurers.
- 4.6 The insurance company providing the builders risk coverage shall grant permission for the County to partially occupy or use the premises under construction prior to final acceptance without removing or affecting the coverage.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

WASHINGTON AIR COMPRESSOR RENTAL CO.

AUTHORIZED  
SIGNATURE: Tomeka Price

AUTHORIZED  
SIGNATURE: Albert E. Stecklein, III

NAME TOMEKA PRICE  
TITLE: PROCUREMENT OFFICER

NAME Albert E. Stecklein, III  
TITLE: Vice President

DATE: October 10, 2019

DATE: 10-9-19

## SPECIFICATIONS

The intent of this solicitation is to establish a contract for rental of various types of heavy equipment with or without operators to meet Arlington County's routine and major project needs and emergency commitments. A large percentage of work will consist of grading, excavation, backfill, rock rip-rap placement, daylighting and silt removal on flood control channels or maintenance work at facilities Countywide. The work may require operating in areas of limited access and under adverse conditions (day and night operations, as well as rain).

### A. WORK ASSIGNMENTS

Work assignments will be based on a combination of price and availability of equipment. The Contractor will be contacted in order of price for the required equipment at the particular timeframe and, if equipment is not available for the proposed assignment, the next lowest Contractor will be contacted.

### B. REGULAR SERVICE REQUESTS

- 1) The Project Officer or designee will determine the size and type of the equipment needed and will call the Contractor to request the rental within two (2) working days prior to the start of work, but shorter notice may sometimes occur. The request will be made for a specific equipment and substitutions will not be allowed unless prior authorization in writing is given by the Project Officer or designee. If other equipment is to be considered, an advance on site meeting with the County staff may be necessary. If the Project Officer rejects such submission, the Contractor shall provide items specified in the Contract Documents.
- 2) Specific information regarding the job location, work hours, possible special conditions, and other job information will be provided at the time of request, if available, by the appropriate Department contact in charge of the project and associated Purchase Order (PO).

### C. WORKING HOURS

- 1) Regular: Regular work hours under this contract are 7:00 a.m. to 4:00 p.m. Monday through Friday unless otherwise specified herein.
- 2) Overtime: Overtime will be allowed for regular and emergency requests for equipment with operator only, for any work in excess of 8 hours per day and will be paid at 150% of the hourly rate included in the Bid Form. Rental of equipment only will not be allowed overtime rates.

### D. EMERGENCY SERVICE REQUESTS An emergency is the need for equipment for an unplanned event or need, that does not allow for the typical 2-day advance notice.

- 1) The County may contact the Contractor as need occurs outside of regular working hour, which may be at any time (24 hours a day) to furnish equipment on an immediate response basis. Equipment and operator (if applicable) shall be onsite within four (4) hours of County's notification.
- 2) The Contractor shall provide a telephone number that will be staffed by a dispatcher twenty-four (24) hours per day seven (7) days per week three-hundred sixty-five (365) days per year, as well as a contact name for emergency response.
- 3) The County will provide to the Contractor as much specific information about the nature of the emergency as is available, with final details sometimes furnished directly to the equipment operator.



E. EQUIPMENT ONLY RENTALS (NON-OPERATOR)

For all "Equipment Only" items (without operators), which includes generators, pumps and compressors, Arlington County is seeking rates for daily (24hr, anytime of day/night), weekly and monthly rental rates. While typical daily use is usually 8-12 hours per day, actual use of equipment may be used up to 24 hours per day depending on need. During emergencies, generators and pumps may be used up to 24 hours per day.

F. DUMP TRUCK RENTAL

- 1) Prior to the start of the work, the County may, if it deems it necessary, hold a mandatory orientation meeting for dump truck Contractor assignments to discuss expected needs during the Contract Term. All Contractors for the dump truck Section will be notified of the meeting time, date and place in writing. **Failure to attend this meeting will result in removal of the Contractor from the dump truck Section award list.** A dump truck Contractor is not permitted to represent another dump truck Contractor at this meeting.
- 2) Dump trucks may be used for either in-County hauling or hauling to various neighboring landfills. Bids limiting truck use to in-County hauling only will be considered nonresponsive for this Section.

G. PARKING

The County may offer parking space overnight at the Trades Center, 4200 S. 28<sup>TH</sup> Street, Arlington, Virginia 22206, at no charge for high-use equipment, if such parking is available. Mobilization charges shall not apply for the equipment parked at the Trades Center if the Contractor accepts the County's parking offer.

All equipment parked on County property is done so at the sole risk of the Contractor. The County accepts no liability for loss or damage to any vehicle while parked at the Trades Center or at any other County facility.

H. CONTRACTOR PERFORMANCE

Contractors will be given ten (10) calendar days written notice from the County to correct any findings of poor performance. Failure to correct performance problems within the ten (10) day period shall be grounds for declaring the Contractor in default and removing that Contractor from the award list until Contractor's performance is deemed acceptable to the County (to include safe operation of the equipment, equipment working properly, response time within time limits defined in the contract, etc.).

Poor performance is defined as:

- 1) Equipment malfunction or breakdown occurring more than once within a thirty (30) day period;
- 2) Equipment and/or operator not meeting OSHA requirements more than once within a 365-day period;
- 3) The Contractor's failure to correct two (2) instances of substandard performance within a period of thirty (30) calendar days;
- 4) The Contractor's failure to respond (or to respond timely) to a County regular or emergency order for equipment rental more than two (2) times in any two (2) week period.

I. REQUIREMENTS FOR THE HEAVY EQUIPMENT OPERATORS

When the County requests rental of any equipment covered under contract with the services of an operator, the Contractor shall dispatch the equipment along with the operator to the designated site. The following are the minimum requirements for the heavy equipment operator:

- 1) The operator shall be proficient in operation of the equipment rented;
- 2) The operator shall be able to perform walk-around inspection and trouble shoot the equipment as necessary;
- 3) The operator shall have the ability to perform the job responsibility safely in a busy, sometimes stressful environment, operating and working in varied under footing and weather conditions;
- 4) The operator shall be fully trained in OSHA requirements, manufacturer’s guidelines for safe operations and the Contractor’s safety procedures;
- 5) For any equipment that require Class-A or Class-B Commercial Driver’s License (CDL), the operator shall have the appropriate valid license that was issued by the Commonwealth of Virginia, State of Maryland or Government of District of Columbia. The operator shall have the license with them every time when reporting for a County assignment. Operators without the current license will be removed from the jobsite and reported to the police;
- 6) Crane operators shall have a crane operator certification or license and have an OSHA-compliant rigging & signalperson qualification and certification.

The Contractor shall remove an operator immediately upon the County’s request, should the County Project Officer or designee determine that the operator does not meet the County’s requirement under this contract, and replace them with a replacement operator who has the required qualifications.

Failure to provide a replacement operator within four (4) hours following the removal shall result in cancellation of the assignment and the County seeking the required services from other Contractors, however, the removed Contractor shall be responsible for the total difference in the amount paid to other Contractors. These amounts shall be deducted from any amounts owed by the County to the Contractor.

J. CONTRACT PRICING

Contract rates submitted in the Bid Form shall be inclusive of all charges for fuel, insurance, permits and all other things necessary to provide equipment ready and suitable for the intended work.

Bidders shall list all available equipment on the Bid Form, indicating:

|   |                             |  |
|---|-----------------------------|--|
| a | Equipment Type              | Description of the equipment to be provided  |
| b | Rates                       | Rental rate for the time frames, with and without operator, as specified                                 |
| c | Mobilization/Demobilization | Charges for placing and removing the equipment to and from County premises (Round trip for one location) |
| d | Equipment Description       | Special features or accessory equipment, capacity of trucks, size of buckets, etc.                       |

Bidders may include additional equipment that have available for rental in the blank row provided on the Bid Form, however all the additional items shall be listed in the appropriate category.

Miscellaneous types of equipment not specifically mentioned or listed on this solicitation may be requested under this contract when necessary to meet the needs of County. Such equipment will be rented by the County at a discount specified by the Contractor on the Bid Form.

K. MOBILIZATION/DEMOBILIZATION:

Equipment mobilization/demobilization is a charge for moving the equipment onto and off the jobsite. The price for equipment mobilization and demobilization shall be entered in the space indicated on the Bid Form. The Contractor shall be responsible for moving requested equipment to work location as specified by County. The Contractor shall be responsible for obtaining all necessary transportation permits. During emergency operations the County may assist in obtaining permits if the circumstances necessitate. **In multi-day projects the mobilization/demobilization charge will apply once per project.**

L. SHARED USE EQUIPMENT

If a condition exists where two or more adjacent or closely located County Departments require the same piece of equipment for a given day, the equipment shall be made available to both agencies even though the original equipment order was issued by only one Department.

A single work ticket shall be issued by the Contractor to the last Department using the equipment for the day and listing all applicable charges for that day and including the number of hours worked for each separate Department. No additional mobilization/demobilization charges will be allowed for such work.

If the Contractor has a minimum hourly equipment charge, the minimum hourly charge shall apply to the total of hours used at the separate agencies. For example, should a minimum hourly charge of eight hours be bid and only three hours are spent at each of two Departments, only a single eight-hour charge will be paid for the work performed during that particular day, charging each Department four hours.

M. WORK TICKET

The Contractor shall prepare a Work Ticket at the end of each work day. The Work Ticket shall be a form with three identical parts. One part will be kept by the County Department that requested the work (all writing must be readable), one part will be kept by the Contractor for its records and one copy will be kept by the Contractor and attached to the Contractor's invoice to the County. The Work Ticket shall, at a minimum, provide the following information:

- 1) Name of the Department(s) for which services were performed;
- 2) Water Pollution Control Bureau (WPCB) Work Order number (if working for WPCB);
- 3) Date and time work started;
- 4) Date and time work ended;
- 5) Description of equipment used consistent with the Bid Form;
- 6) Name of equipment operator (if applicable); and
- 7) Signature of County Project Officer or designee responsible for work acceptance. The signature indicates that the equipment was provided, and work was performed and does not imply acceptance of payment application or any additional terms and conditions.
- 8) Any additional Contractor's terms and conditions submitted with the Work Ticket will be unenforceable.

N. INVOICING

Invoices under this Contract shall be submitted monthly. The Contractor shall prepare a separate invoice for each Department for which services were performed. The invoice shall, at a minimum, provide the following information:

- 1) The invoice shall be prepared on standard company letterhead;
- 2) The Contractor's invoice number and the County PO number, under authority of which the purchase was authorized;
- 3) Name of Department for which services were performed as well as the name of Department contact;
- 4) Type of equipment rented, model/size, daily rate and extended cost;
- 5) Date and time work started and ended;
- 6) Name of equipment operator; and
- 7) All invoices shall be accompanied by the corresponding Work Ticket (see paragraph L. Work Ticket above).
- 8) Any additional Contractor's terms and conditions submitted with the invoice will be unenforceable.

The Contractor's failure to provide billing documents in accordance with the above requirements will result in return of those documents to the Contractor for correction. No payment will be made until all deficiencies are corrected.

The following is a sample of an invoice form that would satisfy the requirements specified above:

| VENDOR NAME:<br>VENDOR MAILING ADDRESS:              |            |          |            | INVOICE NO.:<br>INVOICE DATE:      |            |              |
|--|------------|----------|------------|------------------------------------|------------|--------------|
| COUNTY DEPARTMENT NAME AND ADDRESS:<br>ATTENTION OF: |            |          |            |                                    |            |              |
| DATE   | START TIME | END TIME | HOUR TOTAL | DESCRIPTION:<br>EQUIPMENT/OPERATOR | UNIT PRICE | TOTAL AMOUNT |
|  |            |          |            |                                    |            |              |
|  |            |          |            |                                    |            |              |
|  |            |          |            |                                    |            |              |
|  |            |          |            |                                    |            |              |
|  |            |          |            |                                    |            |              |

O. DAMAGES TO RENTAL EQUIPMENT

The Contractors agree to purchase such insurance over and above the County's stated insurance minimums that they consider necessary to protect their equipment in case of damage or destruction during the term of this Contract. The Contractors also agree that the County shall have no obligation for payment for damage of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the County or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

The Contractors further understand and agree that no employee of Arlington County, other than the Purchasing Agent, is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a County employee other than the Purchasing Agent shall be interpreted as the County's acknowledgement of delivery only.

P. EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS INSURANCE (XCU) AND MISS UTILITY NUMBER

Equipment provided with an operator that is used for excavation work must be covered by Explosion, Collapse and Underground Hazards insurance coverage (XCU). This insurance must be specifically identified on the insurance certificate. Although Arlington County assumes the responsibility for contacting Miss Utility in all underground excavations, the Contractors shall obtain the Miss Utility number from the County supervisor prior to digging. This procedure applies to emergency work as well as normal work assignments. If the County supervisor on the job is not able to provide the Miss Utility number, the equipment operator shall have the right to halt work until the number is provided. The Contractor shall not be penalized for lost time while the Miss Utility number or the written order is being obtained.

The following is a sample of the County's order to proceed:

|  |
|--|
| <p><b><u>ARLINGTON COUNTY, VIRGINIA</u></b></p> <p>TO: _____</p> <p>THE ENTRIES INITIALED BY THE ARLINGTON COUNTY ON-SITE SUPERVISOR APPLY TO THE WORK AT THE BELOW REFERENCED LOCATION.</p> <p>1. _____ THE MISS UTILITY NUMBER FOR THE WORK AT THE BELOW REFERENCED LOCATION IS _____.</p> <p>2. _____ THE MISS UTILITY NUMBER HAS BEEN RECEIVED FOR THE BELOW REFERENCED WORK, BUT THE SITE HAS NOT YET BEEN COMPLETELY FLAGGED BY AFFECTED UTILITIES. THE COUNTY HAS DETERMINED THAT THE WORK MUST PROCEED AS EXPEDITIOUSLY AS POSSIBLE. UNDER THE TERMS OF ARLINGTON COUNTY CONTRACT FOR HEAVY EQUIPMENT RENTAL, YOU ARE ORDERED TO PROCEED IMMEDIATELY WITH THE EXCAVATION AT THE FOLLOWING LOCATION.</p> <p>LOCATION: _____</p> <p>SIGNED: _____</p> <p>DATE: _____ TIME: _____</p> <p>DEPARTMENT/DIVISION: _____</p> |
|--|

Q. REQUIREMENTS SPECIFIC TO COUNTY DEPARTMENTS (ONLY APPLIES IF/WHEN WORKING FOR THESE DEPARTMENTS)

In addition to the general Contract requirements listed above, below are the requirements specific to Work performed for particular County Departments:

1. WATER POLLUTION CONTROL BUREAU (WPCB)

The Water Pollution Control Bureau requires that all Contractors conform to the WPCB Contractor Safety Standard and must confirm acceptance before any work can begin. Regular Working Hours in the WPCB are 6:00AM – 3:00PM, Monday through Friday. For invoice purposes, in addition to the requirements noted above in paragraph P. Invoicing, the Contractor will also include the WPCB Work Order Number, received for each project from the Project Officer. WPCB will require the following:

- a. Crane capable of lifting a maximum of one hundred (100) tons with a maximum boom length of two hundred (200) ft. Crane shall be furnished with one (1) crane operator.
- b. Scaffolding with erection to provide access to tanks and buildings, maximum platforms may be one hundred (100) ft. long at an elevation of forty (90) feet high. All scaffolding and appurtenances shall be provided to meet or exceed the application standards and requirements of the American National Standards Institute (ANSI) and the Occupational Safety and Health Administration (OSHA). For each project, a written OSHA certification inspection report shall be provided by the Contractor to the Project Officer or designee. A field certification tag shall be affixed by the Contractor to each project scaffolding while in use.
- c. Some scaffolding projects will be in deep tanks, above or below ground, and are considered confined space entry locations. Contractor must provide all rescue/retrieval equipment, ladders, and atmospheric testing devices required by OSHA for confined spaces. Contractor must also provide confined space entry permits to the Project Officer or designee before entry. All Contractor personnel actively involved in the confined space entry required for the job must be OSHA certified.

The Contractor shall adhere to all of Arlington County WPCB's Contractor Safety Standard (included in this solicitation as Exhibit B for reference only at this time). The Contractor will be required to read and sign the WPCB Contractor Safety Program Checklist (included in the document on pages 55-59) before being allowed to work for Arlington County WPCB. Refusal to sign and adhere to the WPCB Contractor Safety Standard will be grounds for assigning the project to another Contractor.

- d. The Contractor will be required to read and sign the WPCB Contractor Protocols and Performance Memo prior to working for WPCB (included in this solicitation as Exhibit C for reference only at this time). Refusal to sign and adhere to the Contractor Protocols and Performance Memo prior to working for WPCB will be grounds for assigning the project to another Contractor.

**Section A: Backhoe, Skid Steer and Fork Lift Equipment**

| #   | Equipment Type   | Equipment Only or Operator and Equipment | Company Name                         | Standard Hourly Rate (8-Hr Min) | Standard Daily Rate (8 Hrs) | Weekly Rate  | Monthly Rate | Mobilization/ Demobilization Rate | Equipment Description                  |
|-----|--|--|--------------------------------------|---------------------------------|-----------------------------|--------------|--------------|-----------------------------------|--|
| A1  | Backhoe, Tired (John Deere 410, CAT 420 or equal)                              | Operator & Equipment                     | Washington Air Compressor Rental Co. | \$ 69.00                        | \$ 552.00                   | \$ 2,760.00  | \$ 11,040.00 | \$ 250.00                         | John Deere 410                         |
| A2  | Backhoe, Tired (John Deere 710, CAT 450 or equal)                              | Operator & Equipment                     | Washington Air Compressor Rental Co. | \$ 95.00                        | \$ 760.00                   | \$ 3,800.00  | \$ 15,200.00 | \$ 250.00                         | John Deere 710                         |
| A3  | Backhoe, Tired with Hydraulic Breaker (John Deere 710, CAT 450 or equal)       | Operator & Equipment                     | Washington Air Compressor Rental Co. | \$ 95.00                        | \$ 760.00                   | \$ 3,800.00  | \$ 15,200.00 | \$ 250.00                         | John Deere 710                         |
| A4  | Loader, Track (Liebherr 914, CAT 313FL or equal)                               | Operator & Equipment                     | Washington Air Compressor Rental Co. | \$ 75.00                        | \$ 600.00                   | \$ 3,000.00  | \$ 12,000.00 | \$ 250.00                         | Link Belt LBX 80                       |
| A5  | Loader, Tired (Liebherr 538, CAT 926M or equal)                                | Operator & Equipment                     | Rock Hard Excavating                 | \$ 275.00                       | \$ 2,200.00                 | \$ 11,000.00 | \$ 47,675.00 | \$ 1,000.00                       | Liebherr 538                           |
| A6  | Compact Excavator (Bobcat E42, CAT 304E2 or equal)                             | Operator & Equipment                     | Washington Air Compressor Rental Co. | \$ 69.00                        | \$ 552.00                   | \$ 2,760.00  | \$ 11,040.00 | \$ 250.00                         | Takeuchi TB 240 or 260                 |
| A7  | Backhoe, Tired (John Deere 410, CAT 420 or equal)                              | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 40.63                        | \$ 325.00                   | \$ 892.00    | \$ 2,400.00  | \$ 250.00                         | John Deere 410                         |
| A8  | Backhoe, Tired (John Deere 710, CAT 450 or equal)                              | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 50.00                        | \$ 400.00                   | \$ 1,300.00  | \$ 3,000.00  | \$ 250.00                         | John Deere 710                         |
| A9  | Backhoe, Tired with Hydraulic Breaker (John Deere 710, CAT 450 or equal)       | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 75.00                        | \$ 600.00                   | \$ 3,000.00  | \$ 12,000.00 | \$ 250.00                         | John Deere 710                         |
| A12 | Compact Excavator (Bobcat E42, CAT 304E2 or equal)                             | Equipment Only                           | Herc Rental Inc.                     | \$ 43.75                        | \$ 350.00                   | \$ 1,025.00  | \$ 2,090.00  | \$ 300.00                         | Mini-Excavator 9000-11999 Lbs DSL ROPS |
| A14 | Shooting Boom Rough Terrain Fork Truck, 2.5-3.0 Ton, 40-45 Ft. Max Lift Height | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 43.75                        | \$ 350.00                   | \$ 800.00    | \$ 2,000.00  | \$ 150.00                         | Genie TDH 844                          |
| A15 | Shooting Boom Rough Terrain Fork Truck, 4.0-5.0 Ton, 50-60 Ft. Max Lift Height | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 62.50                        | \$ 500.00                   | \$ 1,400.00  | \$ 3,600.00  | \$ 150.00                         | Genie TDH 1056                         |

**Section B: Compressors and Pumps**

| #  | Equipment Type                                   | Equipment Only or Operator and Equipment | Company Name                         | Standard Hourly Rate (8-Hr Min) | Standard Daily Rate (8 Hrs) | Weekly Rate | Monthly Rate | Mobilization/ Demobilization Rate | Equipment Description |
|----|--|--|--------------------------------------|---------------------------------|-----------------------------|-------------|--------------|-----------------------------------|-----------------------|
| B1 | Gasoline Air Compressor, Portable, 150 CFM (min) | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 8.13                         | \$ 65.00                    | \$ 185.00   | \$ 350.00    | \$ -                              | Doosan 185 CFM        |

|     |  |                |                                      |          |           |             |             |           |  |
|-----|--|----------------|--------------------------------------|----------|-----------|-------------|-------------|-----------|--|
| B2  | Gasoline Air Compressor, Portable, 210 CFM (min)   | Equipment Only | Washington Air Compressor Rental Co. | \$ 13.13 | \$ 105.00 | \$ 285.00   | \$ 525.00   | \$ -      | Doosan 250 CFM                                   |
| B3  | Gasoline Air Compressor, Truck Mounted, 150 CFM (min)  | Equipment Only | Washington Air Compressor Rental Co. | \$ 35.63 | \$ 285.00 | \$ 785.00   | \$ 1,800.00 | \$ -      | Doosan 185 CFM                                   |
| B4  | Gasoline Air Compressor, Truck Mounted, 175 CFM (min)  | Equipment Only | Washington Air Compressor Rental Co. | \$ 35.63 | \$ 285.00 | \$ 785.00   | \$ 1,800.00 | \$ -      | Doosan 185 CFM                                   |
| B5  | Gasoline Air Compressor, Truck Mounted, 185 CFM (min)  | Equipment Only | Washington Air Compressor Rental Co. | \$ 35.63 | \$ 285.00 | \$ 785.00   | \$ 1,800.00 | \$ -      | Doosan 185 CFM                                   |
| B6  | Diesel Air Compressor, Portable, 185 CFM (min)   | Equipment Only | Washington Air Compressor Rental Co. | \$ 35.63 | \$ 285.00 | \$ 785.00   | \$ 1,800.00 | \$ -      | Doosan 185 CFM                                   |
| B9  | 3" Hydraulic Driven Submersible Pump with Diesel Pack and Accessories, 310 GPM (min) (Godwin Heidra 80HS or equal)   | Equipment Only | Xylem Dewatering Solutions, Inc.     | \$ 22.00 | \$ 176.00 | \$ 528.00   | \$ 1,584.00 | \$ 400.00 | 3" Hydraulic Pumpset & 1 Hydra Hose Set Included |
| B10 | 4" Hydraulic Driven Submersible Pump with Diesel Pack and Accessories, 800 GPM (min) (Godwin Heidra 100HS or equal)  | Equipment Only | Xylem Dewatering Solutions, Inc.     | \$ 28.00 | \$ 224.00 | \$ 672.00   | \$ 2,016.00 | \$ 400.00 | 4" Hydraulic Pumpset & 1 Hydra Hose Set Included |
| B11 | 6" Hydraulic Driven Submersible Pump with Diesel Pack and Accessories, 1200 GPM (min) (Godwin Heidra 150MR or equal) | Equipment Only | Xylem Dewatering Solutions, Inc.     | \$ 38.00 | \$ 304.00 | \$ 912.00   | \$ 2,736.00 | \$ 400.00 | 6" Hydraulic Pumpset & 1 Hydra Hose Set Included |
| B12 | 8" Hydraulic Driven Submersible Pump with Diesel Pack and Accessories, 3100 GPM (min) (Godwin Heidra 200HS or equal) | Equipment Only | Xylem Dewatering Solutions, Inc.     | \$ 52.00 | \$ 416.00 | \$ 1,248.00 | \$ 3,744.00 | \$ 400.00 | 8" Hydraulic Pumpset & 1 Hydra Hose Set Included |
| B13 | Dewatering and Sewage, Capacity to handle solids up to 3.0" diameter, 1000-2000 GPM, Suction Lift to 28-             | Equipment Only | Xylem Dewatering Solutions, Inc.     | \$ 24.00 | \$ 192.00 | \$ 576.00   | \$ 1,728.00 | \$ 400.00 | 6" Pump Only - Accessories Not Included          |
| B14 | Dewatering and Sewage, Capacity to handle solids up to 3.0" diameter, 1200-3200 GPM, Suction Lift to 28-             | Equipment Only | Xylem Dewatering Solutions, Inc.     | \$ 39.00 | \$ 312.00 | \$ 936.00   | \$ 2,808.00 | \$ 400.00 | 8" Pump Only - Accessories Not Included          |

**Section C: Trucks**

| #  | Equipment Type          | Equipment Only or Operator and Equipment | Company Name         | Standard Hourly Rate (8-Hr Min) | Standard Daily Rate (8 Hrs) | Weekly Rate | Monthly Rate | Mobilization/ Demobilization Rate | Equipment Description |
|----|-------------------------|--|----------------------|---------------------------------|-----------------------------|-------------|--------------|-----------------------------------|-----------------------|
| C1 | Dump Truck, Single Axle | Operator & Equipment                     | Rock Hard Excavating | \$ 175.00                       | \$ 1,400.00                 | \$ 7,000.00 | \$ 30,500.00 | \$ -                              | GMC 7500              |



|     |  |                      |                                 |           |             |              |              |           |   |
|-----|--|----------------------|---------------------------------|-----------|-------------|--------------|--------------|-----------|---|
| C2  | Dump Truck, Tandem Axle  | Operator & Equipment | Rock Hard Excavating            | \$ 175.00 | \$ 1,400.00 | \$ 7,000.00  | \$ 30,500.00 | \$ -      | Kenworth T-800  |
| C3  | Dump Truck, Quad Axle  | Operator & Equipment | Rock Hard Excavating            | \$ 175.00 | \$ 1,400.00 | \$ 7,000.00  | \$ 30,500.00 | \$ -      | Mack CV713  |
| C4  | Tractor with Lowboy Trailer, 10,000 lbs.   | Operator & Equipment | Rock Hard Excavating            | \$ 250.00 | \$ 2,000.00 | \$ 10,000.00 | \$ 43,350.00 | \$ -      | Mack CXU613   |
| C7  | Roll-on/Roll-Off Truck   | Operator & Equipment | Rock Hard Excavating            | \$ 215.00 | \$ 1,720.00 | \$ 8,600.00  | \$ 37,500.00 | \$ -      | Mack GU713  |
| C8  | Rollback Truck (IHC 4900 or equal)   | Operator & Equipment | Rock Hard Excavating            | \$ 225.00 | \$ 1,800.00 | \$ 9,000.00  | \$ 39,000.00 | \$ -      | Kenworth T-370  |
| C11 | Wet/Dry Vacuum/Jetter Truck Combo; 1000-gal. (min); 1500-3000 PSIG; 10 Cu. Yd. Debris Capacity (min); Must be able to vacuum all debris from 40 feet deep wells, per WPCP specifications | Equipment Only       | Atlantic Machinery Rentals, LLC | \$ 125.00 | \$ 1,000.00 | \$ 4,000.00  | \$ 12,000.00 | \$ 500.00 | Vac-Con 12 CuYd, 1300 Gal, 2000 psi Combo. Mounted on Freightliner 1145D tandem chassis, 66,000 GVW |

**Section D: Dozers, Crawlers, Compactors and Graders**

| #  | Equipment Type  | Equipment Only or Operator and Equipment | Company Name                         | Standard Hourly Rate (8-Hr Min) | Standard Daily Rate (8 Hrs) | Weekly Rate  | Monthly Rate | Mobilization/Demobilization Rate | Equipment Description    |
|----|---|--|--------------------------------------|---------------------------------|-----------------------------|--------------|--------------|----------------------------------|--------------------------|
| D1 | Dozer (JD-450 or equal)   | Operator & Equipment                     | Rock Hard Excavating                 | \$ 250.00                       | \$ 2,000.00                 | \$ 10,000.00 | \$ 43,500.00 | \$ 1,000.00                      | John Deere 450           |
| D2 | Gradall (XL 4100 or equal)  | Operator & Equipment                     | Rock Hard Excavating                 | \$ 300.00                       | \$ 2,400.00                 | \$ 12,000.00 | \$ 52,000.00 | \$ 1,000.00                      | Gradall XL 4100          |
| D3 | Motor Grader, Rubber Tired, 65HP (min) with Specialized Accessories (See Specifications)  | Operator & Equipment                     | Rock Hard Excavating                 | \$ 300.00                       | \$ 2,400.00                 | \$ 12,000.00 | \$ 52,000.00 | \$ 1,000.00                      | Fiatallis 65B            |
| D4 | Articulating Boom Lift, 66 Ft. Working Height, 34 Ft. Horizontal Reach, 500 Lift Capacity, 360 Degree Continuous Turnable Rotation, 180 Degrees Hydraulic Platform Rotation | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 37.50                        | \$ 300.00                   | \$ 800.00    | \$ 1,700.00  | \$ 150.00                        | Genie JLG 600 AJ         |
| D6 | Dual Drum Roller, Walk Behind or remote, 25-inches compaction width (min), Compaction Force 5000-lbs (min)  | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 10.00                        | \$ 80.00                    | \$ 200.00    | \$ 600.00    | \$ 100.00                        | Ingersoll Rand 700E      |
| D7 | Dual Drum Roller, Ride On, 40 HP (min), 50-inches compaction width (min), Centrifugal force per drum 5000-lbs (min)   | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 18.75                        | \$ 150.00                   | \$ 475.00    | \$ 975.00    | \$ 100.00                        | Ingersoll Rand DD29      |
| D8 | Vibratory Compactor with Sheepfoot, Walk Behind or remote, 25-inches compaction width (min), Compaction Force 5000-lbs (min)  | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 18.75                        | \$ 150.00                   | \$ 400.00    | \$ 775.00    | \$ 100.00                        | Wacker SC3 or Bomag 8500 |

|    |   |                |                  |          |           |             |             |           |                                       |
|----|---|----------------|------------------|----------|-----------|-------------|-------------|-----------|---------------------------------------|
| D9 | Ride-On, 40 HP (min), 50-inches compaction width (min), Centrifugal | Equipment Only | Herc Rental Inc. | \$ 61.88 | \$ 495.00 | \$ 1,325.00 | \$ 2,700.00 | \$ 300.00 | Roller ride-on smooth 54-in SNG 5 Ton |
|----|---|----------------|------------------|----------|-----------|-------------|-------------|-----------|---------------------------------------|

**Section E: Generators**

| #  | Equipment Type  | Equipment Only or Operator and Equipment | Company Name                         | Standard Hourly Rate (8-Hr Min) | Standard Daily Rate (8 Hrs) | Weekly Rate | Monthly Rate | Mobilization/ Demobilization Rate | Equipment Description |
|----|---|--|--------------------------------------|---------------------------------|-----------------------------|-------------|--------------|-----------------------------------|-----------------------|
| E1 | Diesel Generator, 15-19 KW (min), 440V, 3-Phase, 50-Ft cables (min) | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 11.25                        | \$ 90.00                    | \$ 270.00   | \$ 813.00    | \$ 50.00                          | Doosan G25            |
| E2 | Diesel Generator, 100 KW (min), 440V, 3-Phase, 50-Ft cables (min)   | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 28.13                        | \$ 225.00                   | \$ 565.00   | \$ 1,000.00  | \$ 100.00                         | Doosan G125           |
| E3 | Diesel Generator, 225 KW (min), 440V, 3-Phase, 50-Ft cables (min)   | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 64.38                        | \$ 515.00                   | \$ 945.00   | \$ 1,800.00  | \$ 150.00                         | Doosan G240           |
| E4 | Diesel Generator, 500 KW (min), 440V, 3-Phase, 50-Ft cables (min)   | Equipment Only                           | Washington Air Compressor Rental Co. | \$ 75.00                        | \$ 600.00                   | \$ 1,000.00 | \$ 2,000.00  | \$ 150.00                         | Doosan G470           |

PERCENTAGE DISCOUNT BIDDER OFF OF MUST THE ENTER UST A PRICES PERCENT FOR RENTAL DISCOUNT, OF OTHER NONE, ENTER EQUIPMENT, 0%. NOT LISTED ON THE BID FORM:

Washington Air Compressor Rental Co. 25%

Xylem 15%

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-021-ITB

BID FORM

**SUBMIT: ONE (1) FULLY-COMPLETED AND SIGNED BID FORM WITH ORIGINAL LONGHAND SIGNATURE; AND ONE (1) COPY OF THE BID FORM ON A USB FLASH-DRIVE LABELED AS "20-021-ITB, HEAVY EQUIPMENT".**

BIDS WILL BE OPENED AT 1:00 P.M., ON SEPTEMBER 6, 2019

FOR PROVIDING HEAVY EQUIPMENT RENTAL PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

**COMPLETE THE PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A TO ITB NO. 19-256-ITB AND SUBMIT IT WITH YOUR BID. RECORD THE BID TOTALS BELOW.**

**FAILURE TO RECORD THE TOTALS BELOW AND SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.**

- Bidders may bid on one, some or all items listed per section to be considered. Bidders should mark "No Bid" or "N/A" on the non-applicable section of the bid form(s).

**NOTE:** Bidders may use blank rows in each table to identify and price additional equipment for each equipment category that will be available for rent to the County. If more rows are needed, Bidders can add additional sheets and provide pricing in the same format.

| #   | Total Cost  |
|-----|-------------|
| A1  | \$61,970.00 |
| A2  | \$84,850.00 |
| A3  | \$84,850.00 |
| A4  | \$67,250.00 |
| A5  |             |
| A6  | \$61,970.00 |
| A7  | \$31,434.00 |
| A8  | \$38,850.00 |
| A9  | \$67,250.00 |
| A10 |             |
| A11 |             |
| A12 | \$28,000.00 |
| A13 |             |
| A14 | \$32,350.00 |
| A15 | \$47,150.00 |
| A16 |             |

| #   | Total Cost |
|-----|------------|
| B1  | \$1,370.00 |
| B2  | \$2,145.00 |
| B3  | \$6,220.00 |
| B4  | \$6,220.00 |
| B5  | \$6,220.00 |
| B6  | \$6,220.00 |
| B7  | \$6,220.00 |
| B8  |            |
| B9  |            |
| B10 |            |
| B11 |            |
| B12 |            |
| B13 | \$6,000.00 |
| B14 |            |
| B15 |            |
| B16 |            |

| #   | Total Cost |
|-----|------------|
| C1  |            |
| C2  |            |
| C3  |            |
| C4  |            |
| C5  |            |
| C6  |            |
| C7  |            |
| C8  |            |
| C9  |            |
| C10 |            |
| C11 |            |
| C12 |            |
| C13 |            |

| #  | Total Cost  |
|----|-------------|
| D1 |             |
| D2 |             |
| D3 |             |
| D4 | \$28,050.00 |
| D5 |             |
| D6 | \$7,900.00  |
| D7 | \$14,425.00 |
| D8 | \$14,075.00 |
| D9 |             |

| #  | Total Cost  |
|----|-------------|
| E1 | \$8,803.00  |
| E2 | \$20,630.00 |
| E3 | \$45,640.00 |
| E4 | \$52,750.00 |
| E5 |             |

| #  | Total Cost |
|----|------------|
| F1 |            |
| F2 |            |

2. PERCENTAGE DISCOUNT OFF OF THE LIST PRICES FOR RENTAL OF OTHER EQUIPMENT, NOT LISTED ON THE BID FORM: BIDDER MUST ENTER A PERCENT DISCOUNT, IF NONE, ENTER 0%.

25 %

**MINIMUM BIDDER QUALIFICATIONS:**

- Proof of 2 continuous years of experience providing rental of various types of heavy equipment with or without operators. The experience shall be work of similar size and scope. Bidders experience should be included in the References section of the bid form under "Contract/Project Dates (from-to)".
- The Bidder shall meet ALL of the following qualification and certification requirements and submit certificate and/or license at the time of submission of bids for heavy equipment operators:  
 Yes or  No
  - Operator shall be fully trained in OSHA requirements, manufacturer's guidelines for safe operations and the Contractor's safety procedures
  - Operator shall have a valid Class-A CDL license that was issued by the Commonwealth of Virginia, State of Maryland or Government of District of Columbia
  - Crane operators shall have a crane operator certification or license and have an OSHA-compliant rigging & signalperson qualification and certification

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:

SUBMITTED BY:

(legal name of entity)

Washington Air Compressor Rental Co

AUTHORIZED SIGNATURE:

John "Tex" Stecklein

PRINT NAME AND TITLE:

John "Tex" Stecklein

ADDRESS:

44180 WADSWORTH DR, CHANTILLY, VA 20152

CITY/STATE/ZIP:

CHANTILLY, VA 20152

TELEPHONE NO.:

301-370-4844

E-MAIL

ADDRESS:

JT STECKLEIN  
AT WASH AIR.COM

THIS ENTITY IS INCORPORATED IN:

DISTRICT OF COLUMBIA

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES  NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

2019

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.

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.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1                      DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_  
ADDENDUM NO. 2                      DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_  
ADDENDUM NO. 3                      DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with 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:

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

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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:

John TRX STECKHEIN

ADDRESS:

44180 WOOD DRIVE DR

CHANTILLY, VA 20152

E-MAIL:

JL STECKHEIN@WASHAIR.COM

REFERENCES

Bidders shall provide two (2) references for similar goods that have been provided by the Bidder within the past 5 years. Bidders experience (minimum of 2 years continuous) should be included in the under "Contract/Project Dates (from-to)". The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: Town of Leesburg  
Organization: Scott Shillingburg  
Phone Number: 571-439-4464  
E-mail Address: S.Shillingburg@leesburgva.gov  
Contract/Project Name: \_\_\_\_\_  
Contract/Project Dates (from-to): \_\_\_\_\_  
Contract/Project Description: \_\_\_\_\_

REFERENCE 2: Contact Name: Town of Virginia  
Organization: Mary Beth PALMER  
Phone Number: 703-319-8617  
E-mail Address: MARY-BETH.PALMER@virginia.gov  
Contract/Project Name: \_\_\_\_\_  
Contract/Project Dates (from-to): \_\_\_\_\_  
Contract/Project Description: \_\_\_\_\_

BIDDER NAME: Washington Air Compressor

**INSURANCE CHECKLIST**

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

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- X\_1. Workers' Compensation ..... Statutory limits of Virginia
- X\_2. Employer's Liability ..... \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- X\_3. Commercial General Liability ..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X\_4. Premises/Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_5. Automobile Liability ..... \$1 Million BI/PD each accident, Uninsured Motorist
- X\_6. Owned/Hired/Non-Owned Vehicles ..... \$1 Million BI/PD each accident, Uninsured Motorist
- X\_7. 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
- 14. Professional Liability
  - a. Architects and Engineers ..... \$1 Million per occurrence/claim
  - 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
- 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 ..... \$ \_\_\_\_\_
- X\_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: \_\_\_\_\_

N/A  
Not needed

**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: Foundation Ins Group AUTH. SIGNATURE: [Signature]

**BIDDER'S STATEMENT:**

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

BIDDER NAME: Washington Ave Construction AUTH. SIGNATURE: [Signature]



**INSURANCE CHECKLIST**

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

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- X\_1. Workers' Compensation ..... Statutory limits of Virginia
- X\_2. Employer's Liability ..... \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- X\_3. Commercial General Liability ..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- X\_4. Premises/Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- X\_5. Automobile Liability ..... \$1 Million BI/PD each accident, Uninsured Motorist
- X\_6. Owned/Hired/Non-Owned Vehicles ..... \$1 Million BI/PD each accident, Uninsured Motorist
- X\_7. 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
- \_\_\_14. Professional Liability
  - \_\_\_ a. Architects and Engineers ..... \$1 Million per occurrence/claim
  - \_\_\_ 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
- \_\_\_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 ..... \$ \_\_\_\_\_
- X\_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: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

**BIDDER'S STATEMENT:**

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

BIDDER NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_



WASHAIR-01

AMIDDLETON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/28/2019

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 have ADDITIONAL INSURED provisions or 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).

|   |  |   |              |  |              |   |              |             |  |             |  |             |  |
|---|--|---|--------------|--|--------------|---|--------------|-------------|--|-------------|--|-------------|--|
| <b>PRODUCER</b><br>Foundation Insurance Group<br>3190 Fairview Park Dr. Ste 104<br>Falls Church, VA 22042 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): <b>(703) 527-8780</b> FAX (A/C, No): <b>(703) 532-8300</b><br>E-MAIL ADDRESS: <b>info@figva.com</b>  |   |              |  |              |   |              |             |  |             |  |             |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  |   |              |  |              |   |              |             |  |             |  |             |  |
| <b>INSURED</b><br><br>Washington Air Compressor Rental Co<br>12529 Parklawn Drive<br>Rockville, MD 20852  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : <b>Axis Insurance Company</b></td> <td style="width: 20%; text-align: center;"><b>37273</b></td> </tr> <tr> <td>INSURER B : <b>Erie Insurance Exchange</b></td> <td style="text-align: center;"><b>26271</b></td> </tr> <tr> <td>INSURER C : <b>Erie Insurance Company of NY</b></td> <td style="text-align: center;"><b>16233</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER A : <b>Axis Insurance Company</b> | <b>37273</b> | INSURER B : <b>Erie Insurance Exchange</b> | <b>26271</b> | INSURER C : <b>Erie Insurance Company of NY</b> | <b>16233</b> | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER A : <b>Axis Insurance Company</b>   | <b>37273</b>   |   |              |  |              |   |              |             |  |             |  |             |  |
| INSURER B : <b>Erie Insurance Exchange</b>  | <b>26271</b>   |   |              |  |              |   |              |             |  |             |  |             |  |
| INSURER C : <b>Erie Insurance Company of NY</b>   | <b>16233</b>   |   |              |  |              |   |              |             |  |             |  |             |  |
| INSURER D :   |  |   |              |  |              |   |              |             |  |             |  |             |  |
| INSURER E :   |  |   |              |  |              |   |              |             |  |             |  |             |  |
| INSURER F :   |  |   |              |  |              |   |              |             |  |             |  |             |  |

**COVERAGES****CERTIFICATE NUMBER:****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   |
|----------|---|-----------|----------|----------------------------|-------------------------|-------------------------|--|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | <b>X</b>  |          | <b>A1WAMD001-023764-14</b> | <b>7/1/2019</b>         | <b>7/1/2020</b>         | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| <b>B</b> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | <b>Q07-0140452</b>         | <b>7/1/2019</b>         | <b>7/1/2020</b>         | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| <b>A</b> | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>   |           |          | <b>A5WAMD001-023766-14</b> | <b>7/1/2019</b>         | <b>7/1/2020</b>         | EACH OCCURRENCE \$ <b>3,000,000</b><br>AGGREGATE \$ <b>3,000,000</b><br>\$   |
| <b>C</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | <b>Q91-5102447</b>         | <b>7/1/2019</b>         | <b>7/1/2020</b>         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>   |
| <b>A</b> | <b>Blanket Inventory</b>  |           |          | <b>A1WAMD001-023764-14</b> | <b>7/1/2019</b>         | <b>7/1/2020</b>         | <b>Equipment</b> \$ <b>8,019,783</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Arlington County, Virginia are additional insureds with regard to the General Liability policy when required by written contract. A 30 day notice of cancellation applies on the General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Arlington County, Virginia  
 Office of the Purchasing Agent  
 2100 Clarendon Boulevard  
 Suite 500  
 Arlington, VA 22201

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

**ARLINGTON COUNTY  
ENVIRONMENTAL SERVICES DEPARTMENT  
WATER POLLUTION CONTROL BUREAU  
STANDARD OPERATING PROCEDURES  
Contractor Safety Standard**

Effective Date: April 1, 2016

New/Last Revision: \_\_\_\_\_

Safety Specialist Date:

Water Pollution Control Bureau

Approved By: \_\_\_\_\_

Thomas A. Broderick, Bureau Chief Date:

Water Pollution Control Bureau (WPCB)

**APPLICABILITY**

WPCB facilities, a bureau of the Department of Environmental Services. This is a site-specific document written for use by the Water Pollution Control Bureau only.

**Technical Writer**

Jerry Contey, Safety Specialist, WPCB  
Peter Ceo, Safety Specialist, WPCB  
Gerges Abtou, Plant Planning & Reliability Supervisor, WPCB  
Leesa Anderson, Plant Planning Specialist, WPCB  
Beau Dodge, EMS Administrator, WPCB

**I. PURPOSE**

The purpose of this standard is to provide minimum guidelines and procedures that will be followed by all Contractors who perform work or contracted services at the Water Pollution Control Bureau (WPCB) facility and remote WPCB locations (herein after the WPCB facilities). The guidelines outlined in this standard are to ensure the protection and safety of service Contractors, construction Contractors, sub-Contractors, WPCB employees, county employees, citizens (i.e. any personnel on WPCB property), property, equipment, and anyone who might be affected by the service contracted or construction work being performed at the WPCB. The Contractor Safety Standard shall be provided to all service and construction Contractors in order to communicate and outline known hazards at the WPCB facilities and to provide information that outlines the WPCB's Safety and Environmental procedures in order to comply with the following standards: Occupational Safety and Health Administration/Virginia Occupational Safety and Health (OSHA/VOSH) Title 29 CFR 1910, Standards for General Industry; Title 29 CFR 1926, Standards for the Construction Industry; Federal, State and Local laws; applicable national consensus standards; and Arlington County policies and procedures.

## **II. SCOPE**

This standard applies to all Contractors performing work and/or services at the WPCB facilities. This includes Contractors who through a written contract are performing work or services at the WPCB facilities, as well as Contractors working on construction projects (upgrade or expansion) at the WPCB, such as the Master Plan 2001 upgrade and expansion project. Contractors bear sole responsibility for the safety of his or her employees. The Contractor must take all steps necessary to establish, administer, and enforce safety rules that meet or exceed the minimum laws, standards and procedures outlined in Section I of this standard. Contractors are also responsible for ensuring that all of their sub-Contractors comply with the requirements outlined within this standard.

## **III. GENERAL OVERVIEW OF THE CONTRACTOR SAFETY STANDARD**

### **A. HEALTH AND HUMAN FACTOR CONSIDERATION**

Contractors must recognize the fact that their employees, as well as sub-Contractors, often resist following safety and health laws due to scheduling requirements, inconvenience, and discomfort sometimes associated with wearing Personal Protective Equipment, and the requirements for specialized equipment. All service Contractors are responsible for meeting the intent of this standard for the work in which they were hired to perform in conformance to Section 1 of this standard. Hazardous conditions or practices not covered in an OSHA or VOSH standard may be covered under Section 5(a)(1) or 5(a)(2) (General Duty clause) of the Occupational Safety and Health Act of 1970, which states, "Each employer shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees."

### **B. MINIMUM STANDARD REQUIREMENTS**

Listed below are the minimal requirements that will be followed by Contractors in conjunction with; Construction safety plans, where applicable, VOSH laws, County policies and procedures, State and Federal laws, as well as applicable National Consensus guidelines. All of the above will be followed in order to ensure that everyone (i.e. Contractors, sub-Contractors, facility employees, visitors, citizens on site, equipment, and property are protected from hazards). The main sections of the standard are listed below: 1) Written Contractor Program; (2) General Requirements; (3) Relationship with WPCB; (4) Designation of Competent Person(s); (5) Workplace Inspections; (6) Basic Safety Rules; (7) Safety permits and procedures; (8) Training requirements; (9) Facility Operations; (10) Housekeeping and Sanitation; (11); Maintenance and Inspection; (12) Storage; (13) Medical Services and First Aid; (14) Reporting Accidents and Incidents; (15) Environmental Issues; (16) Periodic review and Standard evaluation; and (17) Appendices #1-6: (Appendix #1 – General review of OSHA standards applicable to Contractors; Appendix #2 – Contractor Safety Checklist; Appendix #3 – Pre Job Contractor Safety Planning Checklist; Appendix #4 – Instructions for use of Appendix #3 & 4 – Checklists; Appendix #5 – Contact Telephone Numbers; and Appendix #6 – Facility Map of the WPCB).

#### **IV. DEFINITIONS**

**Accident** – An unplanned or unforeseen event that may or may not result in physical harm and/or property or equipment damage; any unplanned event which interrupts the normal progress of an activity and is proceeded by an unsafe act, unsafe condition or some combination thereof. An accident may be seen as resulting from a failure to identify a hazard or from some inadequacy in an existing system of hazard controls.

**Annually** – Time period not to exceed 365 days.

**ANSI** – American National Standards Institute.

**Approved** – Sanctioned, endorsed, accredited, certified or accepted as satisfactory by a duly constituted and nationally recognized authority or agency.

**Authorized** – A person approved or assigned by the employer to perform a specific type of duty or duties or to be at a specific location or locations at the jobsite.

**Certified or Licensed** – A person possessing a license or certification issued by a reputable authority attesting that the person has been trained and/or tested and is qualified to perform specific tasks or operate specific equipment.

**Competent Person** – This person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate or correct hazards.

**Contractor** – One who contracts to do work for another. This term is applicable to any person who enters into a contract, but is commonly reserved to designate one who, for a fixed price, undertakes to procure the performance of works or services on a large scale, or the furnishing of goods in large quantities, whether for the public, a company, or an individual. A Contractor is a person who, in pursuit of any independent business, undertakes to do a specific piece of work for another, using his/her own means and methods without submitting to their control in respect to all its details, and who renders service in the course of an independent occupation representing the will of his/her employer only as to the result of the work, and not as to the means of which it is accomplished.

**Contractor Employee(s)** – A person(s) employed by a Contractor.

**Construction** – Construction work means work for the creation of a structure, alteration, and/or repair including painting and decorating.

**Construction Manager** – The Construction Manager is responsible for the implementation of the construction project including all aspects of Contractor management and construction protocols.

**Construction Program Management Company** – The Construction Program Management Company is the person(s) or company contracted to represent WPCB and manage the facility upgrade and expansion projects conducted at the WPCB facilities and remote locations. They oversee the overall performance of the project including, but not limited to, budget, schedules, designer and Contractor management, work quality, safety and program communications.

Designated – Means selected or assigned by the employer or the employer’s representative as being qualified to perform specific duties.

Designee – A designated or authorized person that has been given the responsibility for acting in another person’s place in order to ensure that a task is performed.

D.O.T. – Department of Transportation (Federal agency).

Employee – The person taking direction from the employer. An individual who has an agreement to work for an employer and is compensated by that employer for his/her time and/or effort.

Employer – Employer for the purpose of this standard means Arlington County, Contractors or sub-Contractors working at the WPCB.

EMS – Emergency Management System.

Engineer Program Coordinator – The Water Pollution Control Bureau Engineer Program Coordinator is responsible for the coordination, contract administration and negotiations for facility upgrades and/or expansions.

General Contractor – General Contractor fits the description of a Contractor but has responsibility for the entire job or project.

Hazard Analysis /Evaluation – A review or evaluation by a person trained in hazard recognition to evaluate a work area. A Hazard Analysis is performed to identify hazardous conditions and gather data for the purpose of the elimination or control of the hazard.

Hazardous Atmosphere – An atmosphere that is poisonous, corrosive, oxidizing, irritating or otherwise harmful. The atmosphere is likely to cause injury or death.

Hazardous Substance – Any substance that has the potential of causing injury by reason of being explosive, flammable, toxic, corrosive, oxidizing, irritating or otherwise harmful to a person.

Imminent Danger – An impending or threatening situation that is dangerous with an outcome that could be expected to cause serious injury or death to persons in the immediate future unless corrective measures are taken.

Incident – An occurrence, happening or energy transfer that results from either positive or negative influencing events. An incident may be classified as an accident, mishap, or near miss, depending on the negative or positive outcome.

IDLH (Immediately Dangerous to Life and Health) – Any atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual’s ability to escape from a dangerous atmosphere.

Lift Stations – Pumping or flow metering stations that are located away or off-site from the main WPCB facility.

NIOSH – National Institute for Occupational Safety and Health.

OSHA – Occupational Safety and Health Administration.

PFAS – Personal Fall Protection System.

PPE – Personal Protective Equipment.

Qualified – A person by possession of a recognized degree, certificate or professional standing, or who by extensive knowledge, training and experience has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work or the project.

SDS – Safety Data Sheets.

Sub-Contractor(s) – A person(s) who meets the definition of a Contractor but is only responsible for a portion of the job.

Training – Prior to beginning work at the WPCB, all Contractors must be trained regarding all aspects of Contractor protection and applicable safety and health requirements according to Titles 29 CFR 1910 or 29 CFR4 1926, and applicable national consensus standards relevant to the type of work being performed. (Note the section of this Contractor Safety Standards entitled “Training”).

VOSH – Virginia Department of Labor and Industry (Virginia Occupational Safety and Health Compliance Program).

WPCB – Water Pollution Control Bureau (i.e. facility, lift stations and other remote locations belonging to WPCB facility).

## **V. RESPONSIBILITIES**

The following responsibilities are assigned to make sure that both management and employees are involved in the Contractor safety process. Managers and employees are encouraged to become familiar with their responsibilities, as they will be held accountable for this standard as well as for reporting Contractors who fail to comply with this standard.

### **A. RESPONSIBILITIES OF THE BUREAU CHIEF**

1. Take the necessary actions to ensure that a Contractor Safety Standard is established and maintained for the Bureau. Support managers and supervisors with resolving problem areas as they pertain to this standard.
2. Make sure that training regarding this Standard is established for all employees to include Contractor hazards and the contents of this standard. Additional training will be provided for those who are required to work directly with Contractors.
3. Support managers and supervisors through the budgetary and staffing process such that the contents of this standard are implemented and maintained in order to ensure the health and safety of Water Pollution Control Bureau employees as well as Contractor employees while contracted services are being performed at the WPCB facility.

4. Shall require that managers, supervisors and crew leaders, or their designees(s) implement, adhere to, enforce, and comply with this policy, and report unsafe acts and conditions to the appropriate authorities including the Safety Specialist and WPCB Bureau Chief.
5. Make best efforts to ensure that all contract documents for contracted or construction services contain the necessary information concerning safety, health, and environmental requirements that comply with all aspects of this standard.
6. Make best efforts to ensure that violations of this standard are addressed in a timely manner when Contractors or their employees fail to adhere to policies, laws, and standards outlined within this document.
7. Make best efforts to coordinate with the Arlington County Purchasing agent to ensure that the appropriate contract language is included in contract documentation to ensure Contractor compliance.
8. Makes best efforts to implement, adhere to, enforce, and comply with this standard, and take the necessary acts to address all unsafe acts, conditions, and violations of this standard.

#### B. RESPONSIBILITIES OF SAFETY SPECIALIST

1. Assist WPCB management to ensure that a written Contractor Safety Standard is implemented and periodically maintained.
2. Provide support and safety expertise to designated WPCB project employees assigned to Contractor or construction projects to ensure the health and safety of all employees at all WPCB locations.
3. Periodically ensure that the Contractor Safety Standard complies with applicable Arlington County policies, County, State, and Federal laws, as well as applicable National Consensus Guidelines.
4. Develop training that includes all aspects of the Contractor Safety Standard. Awareness training will be provided to all WPCB employees and additional training provided for those required to work with Contractors as a part of their job function. The Safety Specialist will coordinate, with the appropriate WPCB person who is in responsible charge of the Contractor in order to ensure that Contractors are aware and adhere to appropriate safety training requirements outlined within this standard. Contractor employee safety training is the sole responsibility of the Contractor and must be conducted prior to work beginning at the WPCB facility.
5. Ensure that a hazard analysis of work areas is performed upon request to ensure that known facility hazards are identified prior to the beginning of Contractor service or work. Communication of this information will be via the person in responsible charge of the Contractor.



6. Ensure that the Contractor Safety Checklist completed by service and construction Contractors is reviewed and that necessary steps are taken to ensure compliance with the WPCB Contractor Safety Standard.
7. Ensure that the Contractor Safety Standard is monitored and that a periodic Standard review is conducted to ensure compliance.
8. Periodically monitor for any changes of County, State, or Federal laws, and applicable national consensus standards that might require subsequent changes to this Contractor Safety Standard. Make sure that any updates or changes are made in a timely manner after the periodic review and communicated to the appropriate employees.
9. Shall inform the Bureau Chief in a timely manner of any violations of this policy of which the Safety Specialist has been made aware.
10. Shall include a review of this policy in all training provided to employees in the New Employee Orientation training.

C. RESPONSIBILITIES OF THE OPERATIONS/MAINTENANCE MANAGERS

1. Ensure that WPCB employees performing job duties requiring them to work with Contractors as a part of their job are identified to the Safety Specialist.
2. Ensure that employees within their sections adhere to all aspects of the Contractor Safety Standard.
3. Ensure that all safety concerns surrounding Contractors are promptly resolved or referred to the Safety Specialist or designee for review and resolution.
4. Ensure that any accidents, exposures, or concerns that are communicated to them by employees are reported immediately or within 24 hours to the Safety Specialist or designee, so that the appropriate steps such as inspections or hazard analysis can be conducted immediately in order to resolve concerns. In the event that the Safety Specialist is not available, the designee will up channel the report to the WPCB Chief and brief the Safety Specialist as soon as possible.
5. Shall be responsible for taking all action necessary to implement and enforce this policy.
6. Shall budget adequate funding for the implementation and maintenance of this policy.

D. RESPONSIBILITIES OF SUPERVISORS

1. Make sure that employees comply with all aspects of this standard.

2. Ensure that any changes in the work place due to contracted services that might pose a health or safety hazard to Contractors or employees are reported to the appropriate Manager, Safety Specialist, or designee immediately for proper evaluation and resolution.
  3. Report problem areas immediately to the appropriate Manager, Safety Specialist, or designee for prompt inspection or resolution prior to allowing employee(s) to enter areas where Contractors are working.
  4. Ensure that employees comply with all signs, barricades, or warnings implemented by Contractors to ensure site safety.
  5. Monitor and periodically access Contractors to ensure compliance with this standard and report any violations to the appropriate Manager, Safety Specialist, or designee immediately.
  6. Monitor and periodically assess the safe use of Contractor equipment by Contractor employees while they are working in areas that are under their supervision.
  7. Ensure that WPCB employees do not provide WPCB equipment to Contractors for use under any circumstances, other than emergency equipment such as eyewash facilities, AEDs, and first aid supplies - and only in the event of an emergency.
  8. Ensure that Contractors return work areas to a safe condition upon completion of contracted services before leaving the WPCB work site.
- E. RESPONSIBILITY OF WPCB RELIABILITY ENGINEER, PLANNERS/OR DESIGNEE/ENGINEERING PROGRAM COORDINATOR/PROGRAM MANAGERS OR OTHER WPCB EMPLOYEES REQUIRING CONTRACTED SERVICES
1. Ensure that all work is planned, looking at the safety-related aspects of the job. Ensure that the hazards associated with the work that is to be performed are outlined and communicated to the Contractor before the work is started.
  2. Ensure that Contractors working on jobs are aware that they have responsibility for complying with all aspects of this standard.
  3. Ensure that any changes in the work place due to contracted services that might pose a safety hazard to Contractors or employees are reported to the appropriate Manager, Safety Specialist, or designee immediately for proper evaluation and resolution.
  4. Report problem areas immediately to the Manager, Safety Specialist, or designee for prompt inspection or resolution prior to allowing employees to enter areas where Contractors are working.
  5. Ensure that facility employees comply with all signs, barricades, or warnings implemented by Contractors to ensure site safety during contracted services or construction.

6. Monitor and periodically assess Contractors to ensure that they are not violating this standard, and report any violations to the appropriate Manager, Safety Specialist, designee, or WPCB point of contact immediately. In the event that the Safety Specialist is not available, the designee will up channel the report of all accidents, exposures or concerns to the WPCB Chief, and brief the Safety Specialist as soon as possible.
  7. Monitor and periodically assess the safe use of Contractor equipment by Contractor employees while they are working in areas on projects that they oversee.
  8. Ensure that WPCB personnel do not provide WPCB equipment to Contractors for use under any circumstances other than emergency eyewash facilities, AED's, and first aid supplies - and only in the event of an emergency.
  9. Ensure that Contractors maintain housekeeping in such a way as to not pose hazards to facility employees and others.
  10. Ensure that Contractors return work area to a safe condition upon completion of work before leaving the WPCB work site.
  11. Ensure that safety-related paperwork generated by the Contractor is turned in to the safety office in a timely manner for record keeping purposes.
  12. Report all instances, which you have been made aware of, concerning the Contractor(s) failure to comply with this standard immediately to the appropriate Construction Management, Safety Specialist, or designee for prompt inspection or resolution.
  13. Make best efforts to ensure that issues concerning safety and health are addressed in a timely manner between the WPCB Safety Specialist and the designated construction safety employees.
- F. RESPONSIBILITIES OF ENGINEER PROGRAM COORDINATOR OR DESIGNEE
1. Make best efforts to coordinate contract administration, negotiations, and communications regarding the contract to facility employees to ensure the safety of all employees throughout the construction project.
  2. Make best efforts to ensure that all construction contract language and documents contain the necessary information concerning safety, health, and environmental requirements that comply with all aspects of this standard.
- G. RESPONSIBILITIES OF ALL EMPLOYEES
1. Adhere to all signs, warnings, and barricades implemented by the Contractor to ensure facility safety.

2. Ensure that any changes in the facility that occur as a result of, or during work being performed by Contractors that might pose a hazard to anyone is reported to his/her Supervisor immediately for proper evaluation and resolution.
3. Report all observations of Contractor unsafe acts or conditions immediately to his/her Supervisor for prompt resolution.
4. Report any observations of Contractor unsafe use of equipment, equipment malfunction, need for equipment repair, damage, or replacement needs to the supervisor for proper resolution.
5. Do not under any circumstances provide Contractors tools or equipment belonging to the WPCB other than emergency equipment such as eyewash facilities, AED's, and first aid supplies - and only in the event of an emergency. Report any request for these items immediately to the WPCB Supervisor.
6. Attend scheduled Contractor training as required by WPCB management.

## **VI. REQUIREMENTS**

### **A. MINIMUM REQUIREMENTS**

- 1.) Written Contractor Safety Standard – The WPCB will implement, maintain, review, and update a written Contractor Safety Standard that provides guidance designed to protect workers from known hazards that have been identified in the workplace. Companies who perform contracted work and/or services within the WPCB facility or offsite locations will adhere to the contents of this Standard, as well as all applicable national consensus standards listed in Section I of this standard.
- 2.) Contractor General Requirements – Contractors shall be subject to the OSHA/VOSH provisions outlined in the Contractor Safety Standard which has been prepared for the protection and safety of WPCB employees, other Contractors, property, and anyone who may be affected by work being performed. Contractor work can potentially affect the safety of all employees and property, and for this reason the Contractor Safety Standard shall be provided to all Contractors working at the WPCB. Due to the wide variety of services that Contractors and construction companies could provide while working at the WPCB, it is not feasible to outline every applicable law, standard, and work practice in this document. Contractors bear sole responsibility for the safety of their employees. Contractors must take all steps necessary to establish, administer, and enforce health and safety rules and regulations that meet or exceed the following regulatory requirements: VOSH (Virginia Occupational Safety and Health); OSHA (Occupational Safety and Health Administrator); DEQ (Virginia Department of Environmental Quality); Virginia Workers' Compensation Commission; all Local, State, and Federal laws; and applicable national consensus Safety and Environmental standards. Contractors are expected to take all steps necessary to establish, administer, and enforce safety rules that meet or exceed the regulatory requirements listed above. Hazardous conditions or practices not outlined in a specific VOSH or PSHA standard may be covered

under section 5(a)(1), 5(a)(2) (i.e., the General Duty clause of the Occupational Safety and Health Act of 1970 which states that, “Each employer shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees.”) Contractors bear sole responsibility for communication and safety-related information and requirements to sub-Contractors working under their direction. Contractors shall ensure that their sub-Contractors comply with the requirements outlined herein.

- 3.) Relationship with WPCB – All agencies, firms, or companies conducting work at the WPCB facility must comply with the requirements of this standard. Contractors shall adhere to all safety requirements outlined in purchasing documentation. The agency, firm, or company shall maintain appropriate insurance - including general liability, auto liability, and Worker’s Compensation insurance. Verification of insurance shall be sent to the Arlington County Purchasing Agent prior to the start of work. The Arlington County purchasing agent can be reached at 703-228-3410.
- 4.) Designation of Competent Person – The designation of a competent person will be required when the job consists of work that meets the definition of construction as outlined in 29 CFR 1926. The selection of a Competent Person will be made in accordance with the requirements outlined in 29 CFR 1926.32. The competent person must have the ability and authority to address and remedy hazards that are identified in a timely manner.
- 5.) Workplace inspections – An assessment of all areas and types of equipment currently being utilized for contracted services is ongoing and may be conducted while the Contractor is working on site. The duration of inspections will depend upon the type of work being performed, the hazards associated with the work, and the amount of time that the Contractor will be working at the WPCB. Inspections may be conducted upon request when non-compliance to this standard is demonstrated, or upon request by any affected employee. The purpose of this assessment will be to identify possible Contractor hazards that might exist in the workplace. The hazard analysis must be conducted by a person trained to recognize hazards and must be documented. The hazard analysis must adequately assess the potential for the use of Administrative or Engineering controls and must be conducted prior to recommendations being made for the use of Contractor protection. Contractors must be notified of deficiencies immediately.
- 6.) Basic Safety Rules – An employee of a contractor may be temporarily or permanently removed from the WPCB for the following reasons:
  - Possession or use of alcoholic beverages or related drugs not prescribed by a physician
  - Being under the influence of prescribed or non-prescribed medications that could influence behavior or equipment operation
  - Not using appropriate PFAS (Personal Fall Protection System)
  - Failure to wear the appropriate PPE. The following PPE (Personal Protective Equipment) is required at all times on the WPCB site:

- Hard Hat
- Safety Toe Footwear
- Safety Glasses with Side Shields

Note: In addition, Construction Contractor employees will also be required to wear:

- Long Pants
- Shirts that cover the shoulders
- Reflective Vest

A hazard assessment may indicate the need for additional PPE. All designated PPE must be worn by Contractors and their employees.

- Fighting or horseplay
- Possession of explosives, firearms, ammunition, or other weapons
- Deliberate violation of safety or security rules
- Ignoring “Danger,” “Caution,” or other safety-related signs or barricades
- Unauthorized removal or destruction of a safety barricade, guardrails, warning signs, fall protection, or other warning devices intended to protect WPCB employees, property, or others on the WPCB site.
- Illegal dumping, handling or disposal of hazardous chemicals or materials
- Destruction or removal, without written permission of any property belonging to WPCB, WPCB employees, or other Contractors or their employees
- Intimidating, threatening, harassing, impeding, or interfering with an inspector, police officer, security officer, WPCB employee, VOSH Compliance Officer, state or federal employee, or designated representative of any of these agencies
- Using emergency exits other than for emergencies
- Misuse of fire prevention and protection equipment
- Not maintaining an orderly and clean work area
- Violating any Arlington County policy, Local, State, or Federal safety and environmental law
- Operation of equipment or vehicles without mandated State license, endorsements, or equipment-specific training
- Failure to notify Miss Utility of Virginia and keeping tickets current. Miss Utility of Virginia can be reached at 1-800-552-7001.

7.) Safety Permits and Procedures – There are no operations that Contractors or sub-Contractors might perform that could represent a hazard to their employees, WPCB employees, and others at the facility. Approval must be obtained through the WPCB Safety Specialist or designee, Shift Supervisor, EMS Administrator, Contract Administrator, WPCB Planners, or other WPCB designated points of contact before the following work is to begin:

- Working on fire protection/detection systems
- All hot work including, but not limited to burning, welding, cutting, or soldering requires a hot permit
- Working on electrical, steam, chilled water systems, chemical systems and piping, chemical storage containers
- Working on or near energized systems
- Working on or moving emergency equipment (fire extinguishers, first aid kits, etc.) provided by WPCB
- Installing a temporary electrical service or system
- Working with hazardous chemicals (including solvents, paints, pesticides, and herbicides)
- Generating Hazardous Waste (such as waste oil)
- Using powder-actuated tools
- Using a gas, diesel, or LP (propane) powered engine indoors
- Operating a powered vehicle or self-propelled work platform
- Excavating/trenching
- Using radioactive source or conducting field radiography (x-ray)
- Working with asbestos-containing materials
- Working with lead-containing materials
- Working with Silica containing materials
- Working on security systems
- Working with compressed air/gases
- Using a laser
- Working on a fume hood
- Working on a solvent storage cabinet
- Working on heating, ventilation, or air conditioning systems

- Working on a roof
  - Lifting or hoisting with cranes, derricks, hoists or helicopter (Note - construction project may require a “Critical Lift Plan” before work begins)
  - Performing blasting operations
  - Confined Space Entry
  - Working in close proximity to basins, tanks, and any other space containing large amounts of liquid
  - Any work that involves a discharge or potential discharge to the storm sewer system (i.e., hydrant flushing, coil cleaning, etc.)
- 8.) Training Requirements – All contractors, sub-Contractors and their employees must be trained, according to OSHA and VOSH requirements, in general safety relative to the jobs that they are expected to perform while working at the WPCB. This training must be conducted and documented prior to employees beginning work at the WPCB facility. Training regarding specific hazards must be provided to anyone working at the WPCB facility prior to the beginning of work on site. Anyone required to operate specialized equipment must be certified to do so. Specialized equipment includes, but is not limited to, all heavy equipment such as cranes, scrapers, bulldozers, track machines, front end loaders, Bobcats, fork trucks, stinger cranes, and backhoes. A copy of the training certification must be current and available upon request by WPCB management or designee. Contractors working during a construction project at the WPCB must conduct the above safety training as well as any additional instruction that is defined in the training portion of the Contractor specifications or documentations. The use of any machinery, tool or equipment by a person who has not been trained in accordance with applicable requirements of the VOSH (Virginia Occupational Safety and Health) or OSHA (Occupational Safety and Health Administration) is prohibited.
- 9.) Facility Operations – Care must be observed to not disrupt facility operations or cause conditions that could violate the WPCB Department of Environmental Quality Virginia Pollution Discharge Elimination System permit. The following rules apply for working on any system that impacts the operation of the facility:
- Only trained WPCB Operations employees may shut down, start up, or adjust equipment and facilities that impact the operation of the facility.
  - Contractors must notify the WPCB supervisor or designated persons and must coordinate with appropriate WPCB Operations employees in advance of the need for shutdowns and startups of any facility system.
  - Lock Out and Tag Out of facility systems must be coordinated with the WPCB supervisor or designated Operations employees
  - The attachment and disconnection of Backflow Prevention devices must be authorized and coordinated with the WPCB Supervisor or designated Operations employees



- Contractors must notify the WPCB Supervisor or designee of suspected or actual hazardous materials or substances observed or discovered in the course and scope of their work

10.) Housekeeping and Sanitation – Contractors must maintain good housekeeping while working on WPCB facilities at all times. Poor housekeeping at a jobsite may lead to increased potential for safety hazards and an increased incidence of accidents and chemical spills. Contractors are expected to comply with 29 CFR 1926.25, and must:

- Keep all work areas neat, clean, orderly, and free of excess trash and debris
- Keep form and scrap lumber with protruding nails and all other debris clear from work areas
- Combustible scrap and debris shall be removed on a regular basis to prevent safety and fire hazards from occurring
- Containers shall be provided for collection and separation of all refuse. If the Contractor is utilizing the Arlington Water Pollution Control Plant waste conveyance system per the Contract, the Contractor shall provide appropriate separate waste containers to segregate the refuse into the following categories: metals, glass, plastic, clean paper, and other non-hazardous materials. No hazardous materials will be disposed of via the Arlington Water Pollution Control Plant waste conveyance system by the Contractor.
- Containers that comply with OSHA/VOSH standards shall be provided and used for flammable or harmful substances. Containers must be properly labeled.
- Wastes shall be disposed of at frequent intervals to prevent safety and fire hazards from occurring
- Lay down/Staging areas shall be orderly and free from tripping hazards
- Impeding access to walkways, stairs, driveways, or roadways can only be done with the permission of the Safety Specialist and the WPCB Bureau Chief or designee. Fire exits cannot be impeded or blocked under any circumstances.
- The Contractor shall provide adequate water and sanitation facilities for Contractor employees during major construction. These provisions will be outlined in the construction contract. Service Contractors will be permitted to utilize water and sanitation facilities within WPCB facilities.

11.) Maintenance and Inspection – All Contractor employees required to wear or use safety equipment must conduct visual inspections prior to the wear or use of the equipment. The purpose of this inspection is to identify the need for repairs of faults/damage that could hamper or impair the use of the equipment or cause accidents. The employee is responsible to report maintenance and repair concerns to their supervisor immediately. Equipment must be immediately replaced with the same make, model and size, or equivalent equipment. The

employee will not wear or use equipment that they identify during the inspection process as needing repair or being unsafe.

- 12.) Storage of equipment – Contractor equipment must be stored in such a way as to ensure that it remains clean and ready for use when needed. It should also be stored in such a way as to not cause an unsafe condition and to ensure that no one else is able to use or misuse the equipment. Lay down areas must be kept neat and items that must be stacked and stored must be stored at a minimum of 12” off the ground.
- 13.) Medical Services and First Aid – All Contractors performing work at the WPCB are to ensure that Medical and First Aid Services are available to their employees in the event that their employee(s) are involved in an accident. All aspects of Section 17, Appendix 1 – Item 17.11 must be followed.
- 14.) Reporting Accident and Incidents – Contractors must report all accidents and incidents that have caused, or have the potential to cause injury, illness, property loss or damage to the appropriate WPCB personnel immediately or within 24 hours according to Section 17, Appendix 1 – Item 17.28.
- 15.) Environmental Issues – All applicable Environmental regulations and standards must be followed while work is being performed at the WPCB facilities. All spills must be reported immediately to the WPCB Supervisor, EMS Administrator, Safety Specialist, or WPCB designee. Clean up and disposal of hazardous waste must be coordinated with one of the WPCB employees listed above.
- 16.) Periodic Standard Review and Evaluation – The Safety Specialist or WPCB designee will review the requirements of this standard periodically and when changes occur that might impact the current Standard. Any changes in the Standard will be identified and communicated to all employees who are impacted by this Standard within the Bureau.

#### **B. APPENDICES TO STANDARD (1–6)**

|   |            |              |
|---|------------|--------------|
| Appendix #1   | Section 17 | Pages: 19–40 |
| General Review of OSHA standard applicable to Contractors |            |              |
| Appendix #2   |            | Pages: 41–45 |
| Contractor Safety Checklist                               |            |              |
| Appendix #3   |            | Page: 46     |
| Pre-Job Contractor Safety Planning Checklist              |            |              |
| Appendix #4   |            | Page: 47     |
| Instructions for the use of Appendices #2 & 3             |            |              |
| Appendix #5   |            | Page: 48     |
| Contact Telephone Numbers                                 |            |              |

WPCB Facility Map

## **VII. WORKPLACE HAZARD ASSESSMENT**

A workplace hazard assessment is a qualitative evaluation of potential hazards in all elements of a system (i.e. employees, equipment, and facilities). For the purpose of this standard an assessment will be conducted with a focus on potential Contractor hazards. The results of these assessments will be used to recommend Administrative and Engineering Controls first. In the event that these controls will not adequately reduce facility hazards, recommendations by Contractors for their staff will be required to supply and enforce the use of PPE that provides adequate protection against the hazards to which their employees will be exposed.

## **VIII. HAZARD PREVENTION AND CONTROL**

Every effort will be made to prevent and control Contractor hazards by the use of Administrative and Engineering controls. Guidance from other VOSH standards including, but not limited to, Hazard Communication, Confined Space, the Control of Hazardous Energy, and various equipment standards will also be used to assist in this process. However, the controls utilized must minimize and reduce identified hazards to acceptable levels as noted in OSHA/VOSHA, NIOSH, ACGIH and other applicable national consensus standards. The WPCB will inform the Contractor of known hazards in work areas without the hazards generated by the performance of the task(s). The Contractor will determine the additional hazards in work areas based on the performance of the task(s).

## **IX. RECORDKEEPING**

Recordkeeping for all aspects of the Contractor Safety Standard shall be maintained by the Safety Specialist or WPCB designee. Records will include the following:

- Completed – Contractor Safety Checklist by companies
- Completed – Contractor Safety Planning Checklist
- Completed – Contractors Confined Space Permits
- Documentation of all onsite Contractor accidents
- List of Contractors, subs, consultants, etc., who are anticipated to be working onsite (needs to be submitted prior to Contractor proceeding with work)
- Safety Data Sheets for chemicals used by Contractors (needs to be submitted prior to proceeding with work)

These records will be maintained in accordance with OSHA/VOSHA recordkeeping requirements.

The above-noted information must be provided to the Safety Specialist or WPCB designee prior to or immediately after completion of the work element.

**X. SOURCES INFORMATION FOR STANDARD**

- Local, State, and Federal Environmental Regulations
- Local, State, and Federal Occupational Safety laws including OSHA/VOSH –
- Title 29 CFR 1910 and 1926
- Applicable national consensus standards

## **SECTION 17                    APPENDIX 1    SAFETY STANDARD SUMMARY**

### **17.1 – Flammable and Combustible Liquids**

- Flammable and combustible liquids shall only be stored in accordance with OSHA 29 CFR 1910.106. Flammable and combustible liquids must be stored in approved and labeled containers.
- Flammable and combustible liquids must only be stored in appropriate quantities for the job site use.
- Plastic gasoline cans are not allowed on site.
- Containers must meet all qualifications listed in OSHA 29 CFR 1910.106.
- Conspicuous and legible signs prohibiting smoking shall be posted in service and refueling areas as well as where large amounts of flammable materials are stored.
- Flammable liquids shall be dispensed through grounded and bonded containers.
- Flammable and combustible liquids must have appropriate containment.
- Flammable and combustible liquids cannot be stored near doors that would be used for emergency exits or in egress areas.
- Storage locations shall have at least one approved portable fire extinguisher that is appropriate for the materials that are being stored and any other flammable materials or ignition sources that are present in the storage area.

### **17.2 – Liquefied Petroleum Gas (LP Gas)**

- Storage of LP Gas within buildings is prohibited.
- Each system shall have containers, valves, connectors, manifold valve assemblies, and regulators of an approved type.
- All cylinders shall meet DOT (Department of Transportation) specifications.
- Every container and vaporizer shall be provided with one or more approved safety relief valves or devices.
- Containers shall be placed upright on firm foundations or otherwise firmly secured.
- Portable heaters shall be equipped with an approved automatic device to shut off the flow of gas in the event of flame failure.
- Storage locations shall have at least one approved portable fire extinguisher.

### **17.3 – Compressed Air Tools**

Must comply with 29 CFR 1910.179

- Pneumatic power tools shall be secured to the hose or whip in a positive manner to prevent accidental disconnection.
- Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- The manufacturer's safe operating pressure for all fittings shall not be exceeded.
- All hoses exceeding 1/2- inch diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.
- Damaged hoses shall not be used and must be removed from service immediately.

### **17.4 – Compressed Air**

- Compressed air used for cleaning purposes must be less than 30 P.S.I.
- Compressed air for cleaning will only be used with effective chip guarding and personal protective equipment.
- Compressed air is NOT to be used on any individual for cleaning, dusting off clothing, or any other purpose.

### **17.5 – Compressed Gas Cylinders**

Compressed gases can pose a severe hazard. Contractors must take the following measures for their protection and the protection of others:

- Valve protection caps must be in place when compressed gas cylinders are transported, moved, or stored.
- Close cylinder valves and replace valve protection caps when work is complete and when cylinders are empty or moved.
- Secure compressed gas cylinders in an upright position in a welding cart or to a solid object (using chains, straps, or a rigid retaining bar).
- Secure compressed gas cylinders on an approved carrier in an upright position while being transported. Cylinders shall only be moved with suitable hand truck, forklift truck, cylinder pallet system or by vehicles that are in compliance with D.O.T., OSHA/VOSH standards. The cylinders must be secured to the device or vehicle in such a way as to guard against dropping or permitting containers to violently strike against each other or other surfaces. Personnel who handle containers must be trained in the safe handling and storage of compressed gasses in containers.
- Keep cylinders at a safe distance or shielded from welding or cutting operations.

- Do not place cylinders where they can contact an electrical circuit. Do not hang welding leads or electrical cords from cylinders.
- Keep oxygen and flammable gas regulators in proper working order and a wrench in position on the acetylene valve when in use.
- Oxygen and flammable gas cylinders in storage must be separated by 20 feet or a 5 foot high fireproof barrier having a fire-resistance rating of at least one-half hour. Cylinder storage is addressed in 1910.253 (b)(2)(iv) for General Industry and 1926.253 (b)(4) for Construction. Keep cylinders a safe distance from any heat, flame, and/or spark producing activities.
- If a leak develops in a cylinder and it cannot be immediately corrected, move the cylinder to a safe location outdoors. Away from sources of ignition, fuel, and oxidizers and slowly empty. This must be done a safe distance away from flammable or combustible materials, confined spaces, and ignition sources. Contractor shall follow all manufacturer recommended procedures for handling leaking cylinders.
- Use only approved spark igniters to light torches. Matches or cigarette lighters are strictly prohibited.
- Cylinders must not be taken into or stored in confined spaces, including gang boxes and office/storage trailers.
- Store hoses and regulators according to OSHA, VOSH, and applicable National Consensus Guidelines.
- Contractor shall properly store and secure all cylinders according to OSHA, VOSH, and applicable National Consensus Guidelines in order to prevent unauthorized personnel from accessing the cylinders. In addition, the partially filled or empty cylinders that will not be utilized within 24 hours must be removed from the job site.

#### **17.6 – Control of Fugitive Emissions**

The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors, vapors, gases, and hazardous materials (such as lead dust or asbestos).

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA or VDLI, the Contractor shall take all reasonable steps to maintain exposures below the PEL. Contractor employees, WPCB employees and the public must be protected from exposure to product or material. Where products or materials may cause exposure, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, prior to, during, and after the start of work and whenever there is a change in procedure, process, or chemical or material used. If exposures cannot be maintained below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized employees only who have been provided the required PPE for the operation. Safety Specialist or designee shall be notified if the potential exists for the PEL to be exceeded.

### **17.7 – Pest Control**

The Contractor shall not use any insecticide/pesticide products on WPCB facilities unless such activities are part of contracted work, workers are specifically trained and licensed to use/apply the product and prior approval for use has been obtained from the WPCB EMS administrator, Safety Specialist/designee, and the Operations Manager/designee (all three are required). The Pest Control Contractor shall provide a copy of the SDS for any chemicals to be used for Pest Control at the WPCB. Care shall be taken by the Contractor to ensure that no persons are exposed to insecticide/pesticide products while pest control work is being performed at WPCB facilities. Contractors must notify the WPCB designated contact person, designee or the Shift Supervisor immediately when his/her employees see evidence of cockroaches, rats, mice, ants or other pests during the course of their work. Contractors must ensure that they perform their on-site operations in a manner that minimizes the potential for pest and insect infestation including, but not limited to, potential, maintaining housekeeping on the project site, utilizing rodent-proof trash receptacles and securing door/window/wall penetrations and other access points. In addition, the Contractor shall take all necessary measures to prevent the insecticide/pesticide from entering the process streams in the WPCB facilities unless the process stream is the prior determined target for the application of the insecticide/pesticide. Also, the Contractor shall take all necessary measures to prevent the insecticide/pesticide from entering the storm drainage system and the receiving waters.

### **17.7 – Herbicides**

The Contractor shall not use any herbicide products on WPCB facilities unless such activities are part of contracted work, workers are specifically trained and licensed to use/apply the product, and prior approval for use of the product has been obtained from the WPCB EMS administrator, Safety Specialist/designee, and the Operations manager/designee (all three are required). The Herbicide Control Contractor shall provide a copy of the SDS for any chemicals to be used for plant control at the WPCB. Care shall be taken by the Contractor to ensure that no persons are exposed to herbicide products while plant control work is being performed at WPCB facilities. In addition, the Contractor shall take all necessary measures to prevent the herbicide from entering the process streams in the WPCB facilities unless the process stream is the prior determined target for the application of the herbicide. Also, the Contractor shall take all necessary measures to prevent the herbicide from entering the storm drainage system and the receiving waters.

### **17.8 – Air Emissions**

Contractors must ensure compliance with all applicable local, state, and federal air emissions regulations pertaining to the operations of their on-site equipment.

### **17.9 – Combustion Units**

Combustion units include, but are not limited to, boilers, heaters, emergency generators and kilns. All Contractors must immediately report the following to the WPCB designated contact person, designee or the Shift Supervisor.

- Any installation, maintenance or repairs to a combustion unit that could result in a change in maximum heat input valve or overall emissions (e.g. burner replacement or fuel conversions)
- Any conditions discovered which could have resulted in an increase on air pollutant emissions.



- Prior to beginning work on any combustion unit, the Contractor must notify the WPCB designated contact person

#### **17.10 – CFC-Containing Unit**

CFC containing units include those containing any ozone depleting refrigerants including, but not limited to, Chloro-fluorocarbons (CFC), Hydro chloro-fluorocarbons (HCFC) and Halon. Contractors shall immediately notify the WPCB designated contact person, designee or the Shift Supervisor whenever they become aware of any unintentional or intentional release of CFC's above de-minims levels as established by EPA regulations. The intentional release of CFC's and Halon is prohibited.

Contractors must immediately notify and provide documentation to the WPCB designated contact person, designee or the Shift Supervisor whenever:

A leak rate equals or exceeds the limits established in 40 CFR part 82, OSHA, VOSH, General Consensus Guidelines, or other applicable laws and/or regulations.

Contractors must provide the following documentation to the WPCB designated contact person, designee or the Safety Specialist:

- EPA certifications for any re-claimers to which CFC products evacuated from WPCB systems are to be sent.
- Certifications for any CFC recycle/recovery equipment to be use for WPCB.
- Technician Certifications
- Service records for all units containing greater than 50 pounds of refrigerant. Records must include the date and type of service and the type and quantity of refrigerant added.

#### **17.11 – Medical Services and First Aid**

- A person(s) employed by the Contractor who is trained to render First Aid and CPR must be on site or, in the absence of an infirmary or onsite medical employees, a clinic or hospital in near proximity to the facility must be designated for treatment of injuries sustained by Contractor employees.
- Adequate first aid supplies, based on information contained within American National Standard (ANSI) Z308.1.1998 "Minimum Requirements for Workplace First-aid Kits", are to be provided by the Contractor for their employees.
- Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use. WPCB has emergency showers located throughout the facility that the Contractor is permitted to use in emergencies. The Contractor and the WPCB shall verify, together at the same time, that the emergency showers and eyewashes are properly operational prior to beginning work.

- WPCB has 6 AED's, Phillips Heart Start defibrillators, located on site. Contractors must contact the WPCB Shift Supervisor or Safety Specialist/designee immediately if ones of these units is needed or activated.

#### **17.12 – Hand and Power Tools**

- Electric power operated tools shall either be approved double-insulated, or be properly grounded, and used with ground fault circuit interrupters when used in damp or wet areas.
- Only authorized and properly trained employees shall use power tools.
- Powder actuated tools must only be used by trained operators and warning signs posted in all areas affected by the noise of the nail gun.
- Wrenches shall not be used when the jaws are sprung to the point slippage occurs.
- Impact tools shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

#### **17.13 – Confined Spaces**

##### **ALL CONFINED SPACES IN THE WPCB FACILITY ARE 'PERMIT REQUIRED'**

The Contractor has responsibility to implement and maintain its own Confined Space Entry Program, including a written program, and a provision for emergency rescue. The Contractor can designate rescue to be done by the Arlington County Fire and Rescue Department prior to beginning work. The Arlington County Fire and Rescue Department can be contacted by dialing 911 and requesting Technical Rescue. The Contractor shall perform confined space entry in accordance with the OSHA 29 CFR 1926.20 and/or 1910.146 as applicable and Virginia Department of Labor and Industry (VDLI) requirements. The Contractor's written program shall be made available to the WPCB Safety Specialist or the WPCB designated contact person or designee for review upon request.

When the WPCB arranges to have a Contractor perform work that involves entry into a 'Permit-Required' confined space, the WPCB designated contact person or designee will:

- Inform the Contractor that the workplace contains 'Permit Required' confined spaces and that entrance into permit spaces are allowable only through compliance with the above mentioned regulations.
- Apprise the Contractor of the elements, including the hazard(s) identified and the reason for why the space is a confined space and a permit is required for entry.
- Apprise the Contractor of any precautions or procedures that WPCB has implemented for the protection of WPCB employees in or near 'Permit Required' spaces where Contractor employees will be working.

- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.
- The Contractor must provide a copy of the permit for the entry into the space to WPCB designated contact person or designee who will forward the copy to the Safety Specialist.

Each Contractor who is retained to perform work that will require permit space operations shall:

- Coordinate entry operations with the WPCB designated contact person or designee whether or not both the Contractor and WPCB employees will be working in or near the permit spaces.
- Inform the DES Safety Specialist/designee in writing of the permit space program the Contractor will follow and provide a copy of the Confined Space Entry program for review at least one month prior to performing any Confined Space Entries.
- Inform DES Safety Specialist/designee of any hazards confronted or created in permit spaces during operations.
- Inform the WPCB Safety Specialist/designee in writing of the rescue services/team they will be using during entry (if Arlington County Fire and Rescue are to be used outline how they will be contacted immediately for notification of an emergency. i.e. cell phone or other method). Notification of the Safety Specialist or WPCB point of contact shall also be made in conjunction with the 911 call.
- Provide a copy of the canceled permit(s) to the WPCB Safety Specialist or the WPCB point of contact at the conclusion of entry operations.

#### **17.14 – Ladders**

- The use of ladders with broken or missing rungs, steps, broken or split side rails or with other faulty or defective construction is prohibited.
- When ladders with such defects are discovered they shall immediately be withdrawn from service.
- Portable ladders shall be placed on a substantial base at a 4 to 1 pitch, have clear access at top and bottom, extend a minimum of 36 inches above the landing, or where practical, be provided with grab rails and be secured against movement while in use.

No portable metal ladders will be permitted for any type of work.

- Weight limits of ladders shall not be exceeded.
- Job-made ladders shall be constructed for their intended use. Cleats shall be uniformly spaced, 12 inches, top-to-top.
- Except where either permanent or temporary stairways or suitable ramps or runways are provided, ladders shall be used to give safe access to all elevations.
- All users of ladders shall be properly trained and documented by the Contractor.

- Ladders shall be inspected periodically by the Contractor and removed promptly should any defects be found.

#### **17.15 – Powder-Actuated Tools**

Powder-actuated tools can pose many hazards; therefore, their use will not be permitted in WPCB facility buildings without approval of the WPCB Safety Specialist or designee. In addition:

- Contractor employees who operate, load, maintain, etc. powder-actuated tools must be properly trained in their use as specified by the manufacturer.
- Each powder-actuated tool must be stored in its own locked container when not being used.
- A sign of at least 7 inches by 10 inches with bold face type reading “POWDER-ACTUATED TOOL IN USE” must be conspicuously posted in the area where the tool is being used and at all entrances immediately adjacent to the work area.
- Powder-actuated tools must be left unloaded until they are ready to be used.

#### **17.16 – Scaffolds**

- Contractors shall comply with 29 CFR 1926, Subpart L on scaffolding and 29 CFR 1910.28.
- Access to scaffolds shall be restricted to authorized employees only, especially after work hours.

#### **17.17 – Railings**

- A standard railing used to protect employees from falls shall consist of top rail, intermediate rail, toe board, and posts, and have a vertical height of 42 inches from upper surface of top rail to the floor, platform etc.
- The top of a railing shall be smooth-surfaced, with strength to withstand at least 200 pounds. The intermediate rail shall be approximately halfway between the top rail and floor.
- A stair railing shall be of construction similar to a standard railing, but the vertical height shall be no more than 34 inches, or less than 30 inches from upper surface of top rail to surface of tread in line with face or riser at forward edge of tread.

#### **17.18 – Fall Protection**

Contractors are responsible to comply at a minimum with the following regulations pertaining to fall protection in the workplace as it applies to their work at WPCB facilities:

- 29 CFR 1926 Subpart M – Fall Protection
- 29 CFR 1910.23 – Guarding Floors, Wall Openings and Holes
- Reasonable fall protection shall be provided to protect employees from accidental falls associated with floors, platforms, scaffolds, guardrails, physical barriers, elevated work locations, trenches and excavations.

- Fall protection devices must be rated for industrial use and must be used according to the manufacturer recommendations.
- Standard guardrails must be provided for work locations 6 feet or more above the adjacent level per 29 CFR 1926.500 and personal fall protection as required.
- All employees working at unguarded locations above 6 feet in construction (10 feet on scaffolds) must be protected by properly wearing approved fall protection equipment including safety harnesses and life lines as specified in 29 CFR 1926.500.
- Protection for floor openings, wall openings and holes are to include railing and toe boards as outlined in 29 CFR 1910.23.
- All employees required to wear approved fall protection devices must be properly trained concerning the need for and purpose of the protection. They must also be instructed in the proper use, care, and storage of the equipment and shall demonstrate that they know, understand and can use the fall protection devices properly.
- Contractors must maintain guardrails, mid rails, and toe boards located at WPCB facilities unless removal is approved by the WPCB Safety Specialist or WPCB designee as part of a contract. An inspection to ensure the proper replacement of any of these items removed for service or work must be conducted upon completion of the job and before the Contractor leaves the facility. Employees working in or entering areas where the removal of guardrails, mid rails and toe boards have occurred must be protected at all times. Communications such as signs and barricades must be used.
- Contractors must cover all open holes, trenches, or excavations into which WPCB employees or others may fall and/or have guardrails, mid rails, toe boards installed around them.
- Open trenches and areas must be protected such that people cannot accidentally walk into the trench.
- Materials used for barricades or railings must be substantial and act as a barrier such as to restrict a person from access to an area. Materials such as wood, pipe, angle iron and concrete jersey barriers should be used. Snow fencing or the equivalent and tape are not acceptable. 'Caution' and 'Danger' tape are only used to communicate hazards and are not substantial enough to act as a barrier or prevent access.
- Contractor's must provide all employees with exposure to fall hazards personal fall protection equipment or other hazard control measures listed within the fall protection standard and ensure their proper use.
- Contractors must ensure that fall related hazards are thoroughly communicated to Contractor employees, sub-Contractors and anyone who might be exposed. The communication must be adequate for the hazard.

### **17.19 – Hot Work (Welding, Brazing, Cutting)**

Contractors performing hot work shall maintain a 'Hot Work Permit' program and employee training program that meets the requirements in 29 CFR 1926.352, 1910.251, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to:

- Use of open flames.
- Compressed gasses or supplied fuel burning.
- Brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding.

Contractors must obtain a permit for hot work activities from the designated WPCB contact person for each separate work activity and ensure that all conditions of the permit are met at all times. The permit must be submitted to the WPCB Safety Specialist or WPCB designee prior to the start of any welding/cutting/brazing work. (See Section VI-A, #7, Pages 18 and 19 of this standard).

The Contractor Must:

- Request the initial permit and receive the permit before beginning the Hot Work.
- Post a copy of the Hot Work permit at entrances to the Hot Work area.
- Provide a copy of all canceled permits to the WPCB designee or Safety Specialist upon completion of the work.
- Remove combustible materials from the area before beginning work or if this is not possible, protect combustible materials so that they will not be ignited
- Take the necessary actions to protect oxygen/acetylene hoses from conditions that could cause damage to them.
- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator.
- Shield adjacent areas with welding partitions.
- Have a "Fire watch", i.e. a second person standing by, at the location of the hot work, with an approved fire extinguisher for welding and burning operations and that is appropriate for the material in the area in accordance with OSHA/VDLI regulations and permit requirements. This person should remain in the area for a minimum of 30 minutes after the hot work is completed to ensure the site is cold.

### **17.20 – Cranes and Rigging**

Each crane, rigging, or hoist brought onto WPCB facilities must have an annual inspection performed by a certified testing agency. All documentation, including certifications, log book, must be provided to the Safety Specialist/WPCB designee before operations begin on the site and when new and offsite equipment is brought onsite.

All operators must be fully trained, certified and have a license if applicable, for the operation of the equipment they will be using on WPCB facilities. Training records shall be provided upon request.

Employees who are not appropriately trained or licensed for using equipment (cranes, hoists, and rigging equipment) that is to be utilized no WPCB facilities are prohibited from operating or using this equipment.

All critical lifts must be planned and documented with a 'Critical lift' plan outlining the means and methods to protect employees, property and operations from accidents.

The operator is responsible for the proper placement of the crane in relationship to the load to be handled and the landing area so as to obtain the best rated lift capacity.

The operator is not to override crane safety devices and is responsible for maintaining appropriate clearances around the crane.

Employees operating cranes shall:

- Comply with the manufacturer's specifications and limitations for hoists.
- Never move suspended loads directly over employees.
- Have current information concerning rated load capacities, recommended operating speeds, and special hazard warnings or instructions posted on cars and platforms.

#### **17.21 – Hazard Communication**

The Contractor is responsible for developing, implementing and maintaining a Hazard Communication Plan that complies with 29 CFR 1910.1200.

The Contractor shall maintain, on site, Material Safety Data Sheets (SDS's) for all chemicals used or stored on the job site as required by VDLI/OSHA regulations. The Contractor shall provide copies of SDS's to the WPCB Safety Specialist or designee upon request. All Contractors shall:

- Ensure that all containers that are brought onto WPCB facilities for the storage of hazardous chemicals are labeled and inspected in accordance with all applicable regulations.
- Contact the WPCB EMS Administrator, Safety Specialist or designee, to ensure that manifesting, storage, the proposed disposal method and disposal site meet regulatory compliance when there are instances that hazardous waste disposal manifests are required by regulations
- The contractor shall notify the Environmental Management System administrator, Safety Specialist, and Household Hazardous Materials coordinator of incidents of the discovery or generation of hazardous materials and also inform the above noted personnel at least 30 days in advance of the shipping date for the disposal of solid materials.
- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.

- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters, and the TSD (treatment, storage, and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall properly and safely dispose of all hazardous chemicals that it brings onto WPCB facilities.
- The Contractor may request and review Material Safety Data Sheets for any chemical encountered on WPCB facilities during the performance of facility work. Requests should be made through the Safety Specialist at (703) 228-6834 or the WPCB Shift Supervisor at (703) 585-6851. The WPCB chemical list is available upon request through the Safety Specialist at (703) 228-6834

#### **17.21 – Other Hazardous Materials**

Sludges (non-stabilized biosolids), wastewater, and plant process liquids are a hazardous material and appropriate PPE should be worn when handling these materials. Discharging any materials into nearby streams or storm sewers is prohibited unless pre-approved by the EMS Administrator, WPCB Supervisor, Manager and the Bureau Chief.

The Contractor shall post at all entry access ways warnings if lasers are either being or intended to be used.

#### **17.22 – Excavations and Trenches**

The Contractor shall coordinate excavating and trenching work with the WPCB Shift Supervisor, designee or Safety Specialist.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform to, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P and VDLI requirements. The Contractor shall submit a copy of the completed review to the designated WPCB Engineer or Safety Specialist prior to the start of work. When this design requires review and approval by a registered professional engineer, the Contractor will be required to procure those services at the Contractor's cost.

The Contractor shall notify the WPCB designated person of the name of the individual that is to serve as the Contractor's 'Competent person' as defined by OSHA/VDLI regulations. The Contractor's designated 'Competent person' shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of these written logs shall be made available to the WPCB Safety Specialist or WPCB designee upon request.

Substantial physical barricades to prevent persons from falling into an open trench shall be maintained around the perimeter of trenches. This is especially important for trenches that must remain open overnight. Snow fencing or the equivalent, tape, and plastic caution tape/ribbon are not acceptable.

All areas of 29 CFR 1926 Subpart P and VDLI regulation must be followed.



Anyone proposing to excavate, dig, bore, tunnel, blast or disturb the earth in any manner which may damage buried utilities is required to call Miss Utility of Virginia at 1-800-552-7001 48 hours (2 working days) before starting the proposed work. All Miss Utility Tickets must be cleared before work begins, to check for cleared tickets call 1-800-552-3120. Just waiting 48 does not necessarily mean you may start excavations, you must make phone contact to ensure ticket is clear before beginning work.

### **17.23 – Lockout/Tagout**

The Contractor is responsible for its own Lockout/Tagout program. This program must be in full compliance with OSHA 29 CFR 1910.147 and VDLI regulations. The Contractor shall submit a copy of its Lockout/Tagout Program to the WPCB designee for review by the Safety Specialist or designee before the start of any work where 29 CFR 1910.147 is applicable. OSHA lockout/tagout procedure requires at a minimum:

- Use of locks and/or tags on energy isolating devices.
- Special lockout/tagout procedures for jobs requiring multiple lockout/tagout devices.
- Contractors must provide their own lockout/tagout devices.
- All Contractor employees, (authorized, affected, and other employees), must be trained by the Contractor (or other acceptable training source) concerning lockout/tagout procedures.

Locks, and/or tags must not be removed by anyone other than the employee applying them except under approved emergency situations and the appropriate notification and documentation must be followed to ensure the safety of contractor and WPCB employees.

- Testing and positioning of machines or equipment will be performed only under special procedures per OSHA 29 CFE 1910.147(f).
- WPCB employees will shut down and start up all systems unless otherwise specifically directed by WPCB management.
- The Contractor will maintain a log of machines and equipment that are locked out and/or tagged out during the performance of the work at the WPCB facilities. The log shall identify the equipment that was worked on, the dates the work began and ended, why work was being done and the name of the individual performing the work. The Contractor will submit this log to the WPCB Safety Specialist or designee on a daily basis when lockout/tagout work is being performed.

### **17.24 – General Electrical Safety**

- Electrical systems and equipment that use or control electrical power can only be worked on by qualified electricians.
- Do not operate electrical tools or equipment in wet areas where potentially flammable dusts, vapors, or liquids are present, unless specifically approved for the location. Intrinsically safe tools are required in areas where the potential for a hazardous atmosphere exist due to raw sewage or sludge.
- Ensure that a qualified electrician checks the circuit and equipment and corrects the problem before resetting the breaker when a circuit breaker or other protective device trips.

- The Contractor shall erect barriers and post warning signs to ensure non-authorized personnel stay clear of electrical work areas.
- The Contractor must report hazards (lack of protective guards or covers, damaged equipment etc.) to the WPCB Shift Supervisor, Safety Specialist or the WPCB designee immediately.
- Do not leave electrical boxes, switch gear, cabinets, or other electrical rooms open when not directly attended. Insulate energized parts when covers have been removed or doors are ajar. Use of cardboard, plywood, or other flammable materials to cover energized circuits is prohibited.
- Contractors must establish and maintain an effective electrical safety-related work practices program. References for such a program include OSHA standards 29 CFR 1910.331 to 1910.333 – Electrical Safety Related Work practices and CFR 1926 Subpart K Electrical.
- All electrical work shall be in compliance with the most recent (NFPA) National Fire Protection Association, NEC (National Electrical Code) and NFPA 70-E guidelines.
- Unqualified persons i.e. WPCB or Contractors shall not be allowed to work or operate equipment within 10 feet of energized overhead power lines or crossing clearance from electrical distribution lines and 50 feet from transmission lines. Special permission in writing must be obtained from the power company for all work that involves 50 feet or less working clearance from overhead lines. The written documentation must be provided to the appropriate WPCB point of contact or designee prior to the beginning of work.
- Extension cords used with portable electric tools shall be the 3-wire type, shall be protected from damage. Extension cords shall be inspected and maintained in accordance with the Contractor's Assured Grounding Program. Worn or frayed cords shall not be used. Cords used in damp or wet areas must be GFCI protected.
- Bulbs on temporary lights shall be equipped with guards or deeply recessed in the reflector. Temporary lights shall not be suspended by their electrical cords unless designed for suspension.
- Receptacles for attachment plugs shall be of the approved concealed contact type. Where different voltages, frequencies, or types of current are supplied, receptacles shall be of such designs that attachment plugs are not interchangeable.
- Each disconnecting means of motors and appliances and each service feeder or branch circuit at the point where it originates shall be legibly marked to indicate its purpose, unless located and arranged so the purpose is evident.
- Cable passing through work areas shall be covered or elevated to protect it from damage which would create a hazard to employees.
- Boxes for disconnecting means shall be securely and rigidly fastened to the surface upon which they are mounted and fitted with covers.

- All extension cords and cord & plug connected equipment shall be protected by an assigned equipment grounding conductor program.
- Workers, other licensed electricians, shall not use jackhammers, bars, or other hand tools in close proximity to energized lines.

## **Personal Protective Equipment**

### **17.25 – Personal Protective Equipment**

- A hazard assessment must be conducted by the Contractor to determine the appropriate Personal Protective Equipment for contract employees performing work at the WPCB facility. Personal Protective Equipment shall be worn in all operations where there is an exposure to hazardous conditions or where the need is indicated for using such equipment to reduce the hazard to the employee. The minimum requirement for Personal Protective Equipment at all WPCB facilities is:
  - Safety Glasses
  - Steel Toed Boots/Shoes
  - Reflective Vest
  - Hard Hat
- Additional Personal Protective Equipment may be required based on the work that Contractors are on site to perform. The selection and use of additional Personal Protective equipment is the responsibility of the Contractor.
- Employees working over or near non-aerated (process or non-process) water, where the danger of drowning exists, shall be provided with U.S. Coast Guard approved life jackets or buoyant work vests. Employees working over or near aerated (process or non-process) water, where the danger of drowning exists, shall be provided with harnesses and lanyards of such length that they cannot fall into the water.

#### **17.25.1 – Eye and Face Protection**

- Eye and face protection shall be provided when machines or operations present potential eye or face injury.
- Eye and face protective equipment shall meet requirements of ANSI Z87.1–1991. “Practice for Occupational and Educational Eye and Face Protection.”
- Employees involved in welding operations shall be furnished with filter lenses or plates of at least the proper shade number for the type of welding being performed.
- Employees exposed to laser beams shall be furnished suitable laser safety goggles that will protect for the specific wavelength of the laser and shall have adequate optical density for the laser being used.

### **17.25.2 – Foot Protection**

- All Contractors working at the WPCB must wear the appropriate foot protection that meets or exceeds the requirements of ANSI Z41-1991. Steel toe boots/shoes that totally cover the foot are required as a minimum.

### **17.25.3 – Head Protection**

- Head protective equipment (hard hats only) shall be worn in all WPCB facility areas unless it is determined to be unsafe. Hard hats shall meet the highest performance requirements of ANSI Z89.1–2003 “American Standards for Industrial Head Protection”. Then use of Bump caps at WPCB facilities is prohibited.

### **17.25.4 – Hearing Protection**

- Feasible engineering or administrative controls shall be utilized to protect employees against sound levels in excess of those shown in Table D-2 OSHA Standard 1926.52.
- When engineering or administrative controls fail to reduce sound levels within the limits of table D-2, hearing protective devices shall be provided and used.
- Hearing protection is required at constant noise levels above 85 decibels. Exposure to impulsive or impact noise should not exceed above 140 dB peak sound pressure level.
- Hearing protection that meets the NRR (Noise Reduction Rating) that protects the employee from the noise that the contract employees might be exposed to while working at the WPCB facility is required.
- Hearing protection is required anywhere in the WPCB where signs are posted indicating that hearing protection is a requirement.
- A hearing conservation program shall be administered and maintained in all cases where the sound levels exceed the values shown in safety and health regulations,

### **17.25.5 – Respiratory Protection**

- When engineering or administrative controls are not effective in controlling toxic and other substances that could cause injury or illness to the respiratory system, appropriate respiratory protection shall be selected, provided and use enforced.
- Respiratory protective devices approved by the Mine Safety and Health Administration/National Institute for Occupational Safety and Health for the specific contaminant to which the employee is exposed shall be used.
- Respiratory protective devices provided to Contractor employees by their supervisors shall be appropriate for the hazardous materials involved and the extent and nature of the work requirements and conditions.
- Contractor must not provide Air Purifying Respirations to employees who are working in IDLH or Oxygen Deficient atmospheres. The appropriate Supplied Air respirator must be provided.

- Employees required to use respiratory protective devices shall be medically cleared, fit tested and thoroughly trained in the use of respiratory protection in accordance with OSHA Standards. The use of negative pressure respiratory equipment with tight fitting face pieces is prohibited with facial hair.
- Contractors shall have a written respirator program that meets or exceeds the requirements of 29 CFR 1926.103. This program shall be made available to the WPCB Safety Specialist or designee upon request.

#### **17.26 – Motor Vehicles and Mechanized Equipment**

- All Contractors and their employees must observe posted speed limits, give pedestrians the right of way, and yield to emergency vehicles. Unless otherwise posted the speed limit on WPCB Glebe Road facility shall be 10 miles an hour. Note: several areas on both sides of the WPCB facility have 5 M.P.H posted with an instruction to sound the horn. Caution should be observed when entering or exiting the WPCB tunnel that is below S. Glebe Road.
- All vehicles in use shall be checked at the beginning of each shift to ensure that all parts, equipment and accessories that affect safe operation are in proper operating condition and free from defects. All defects will be corrected before vehicle is placed in service.
- No person shall use any motor vehicle, earth moving or compacting equipment having an obstructed view to the rear unless.
  - The vehicle has a reverse signal alarm distinguishable from the surrounding noise level.
  - The vehicle id backed up only when an observer signals that it is safe to do so.
- Heavy machinery, equipment, or parts thereof which are suspended or held aloft shall be substantially blocked to prevent falling or shifting before employees are permitted to work under or between them.
- Park only in areas approved for Contractor use.
- Contractors must ensure that their drivers are legally licensed and trained for the vehicle or equipment that they are required to operate.

#### **17.27 – Work Zones**

Contractor must follow the Standard on Uniform Traffic Control Devices (MUTCD) and the Virginia Work Area Protection Standard.

Flaggers must be trained and keep their Flagger Certification Card on them at all times.

#### **17.28 – Accident, Incident, Injury, or Illness**

All life-threatening work-related accidents, incidents, injuries and illnesses must be immediately reported to the appropriate emergency agency (i.e., Local Emergency 9-1-1 for WPCB Emergency, Fire and Rescue), The Contractor must also report all accidents to the WPCB Shift Supervisor, must WPCB Safety Specialist or the WPCB designee immediately or within 24 hours of the incident. A type written report detailing the incident

and outlining methods to keep it from occurring must be submitted within 48 hours of the accident. The Contractor is responsible for notifying VDLI for any incidents that are reportable to that agency.

#### **17.28 – Lead-Containing Building Materials**

The location of lead materials, where present, will be detailed in the construction documents for that project.

Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Contractor employees, WPCB employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable VDLI, and federal regulations related to health, safety, transportation and disposal. Proper disposal of lead materials must be coordinated with the WPCB Safety Specialist, or WPCB designee. A copy of applicable manifest documents shall be provided to the WPCB for recordkeeping purposes.

- The Contractor shall contact the WPCB EMS Administrator, Safety Specialist or designee to ensure that manifesting, storage, the proposed disposal method and disposal site meet regulatory compliance when there are instances that hazardous waste disposal manifest(s) are required by regulations.
- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.

#### **17.30 – Asbestos and Suspect Asbestos Containing Building Materials**

Asbestos materials may not be used or installed in WPCB Facilities.

The Contractor has the responsibility to provide their own asbestos awareness program which shall include, but not be limited to, the information contained in the construction documents and the OSHA asbestos related regulations (29 CFR 1926.1101). Verification that the training has been conducted shall be sent to the Architect/Engineer of record for the project, the WPCB Safety Specialist or WPCB designee. Proper disposal of asbestos containing materials must be coordinated with the WPCB Supervisor, EMS Administrator, HHM Coordinator, Safety Specialist, or WPCB designee. A copy of applicable manifest documents shall be provided to the WPCB for recordkeeping purposes.

- The Contractor shall contact the WPCB EMS Administrator, Safety Specialist or designee to ensure that manifesting, storage, the proposed disposal method and disposal site meet regulatory

compliance when there are instances that hazardous waste disposal manifest(s) are required by regulations.

- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.

### **17.31 – Inspections**

Work site inspections should be conducted by the Contractor to ensure that work is proceeding in a safe manner. Contractors that are on site for long term projects will thoroughly inspect their work areas at least once a week at a minimum.

Work site inspection will also be conducted by the WPCB Shift Supervisor, WPCB Safety Specialist or a WPCB designee. These inspections are conducted solely for the benefit of WPCB and shall not relieve the Contractor of responsibility for enforcement of, and compliance with, VDLI and the OSHA, environmental or other applicable regulations.

In the event that work site conditions exist that potentially impact the safety of WPCB employees or the public, WPCB shall issue a verbal or written warning to the Contractor and shall notify the Contractor's main office. If the unsafe conditions cannot be immediately corrected and represent imminent danger to Contractor employees or have the potential to harm WPCB employees or the public, WPCB will:

- Detail the VDLI and/or OSHA violations that were noted and explain the potential impact upon WPCB employees and the public.
- Require that the Contractor either cease that portion of work or implement measures to isolate the hazardous condition until the unsafe condition can be mitigated.
- Issue a formal written report of the violation(s) to the Contractor, and their main office.

Reports of deficiencies may be factored into the evaluation of the contract by WPCB. Repeat safety violations of a similar nature and/or a single serious, willful safety violation by a Contractor will require a detailed investigation and a written report that will outline root causes and corrective action within 48 hours of the incident. This report must be sent to the WPCB Bureau Chief, Safety Specialist and the Contractor's home office. In addition, the employee who was responsible for the safety infraction must be barred from working at WPCB unless the Contractor requests in writing and received written permission from the WPCB Bureau Chief, after Safety Specialist review, that the employee can continue to work.

## Environmental Requirements

### 17.32 – Hazardous Waste Management

The Contractor must provide the EMS Administrator, WPCB Safety Specialist or designee with a list of actual and potential hazardous waste(s) to be generated during a project. Hazardous waste generated by a Contractor as part of its work is the responsibility of the Contractor. Contractors must ensure that their hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state, and federal laws. The Contractor must provide the WPCB designated employee with the appropriate manifest or paperwork to validate disposal. Contractor employees must be properly trained to handle hazardous waste safely and in compliance with all applicable local, state and federal laws. For projects where temporary on-site storage is necessary, the Contractor must ensure, at a minimum, proper labeling of containers and tanks, adequate secondary containment, segregation of incompatible materials and documentation of weekly inspections of these storage areas. Contractors must maintain an adequate emergency plan and spill equipment to address spills, fire, etc. In addition, all hazardous waste containers shall be kept securely closed at all times.

The Contractor is responsible for completing all disposal documents, which may include, but are not limited to, waste profiles, waste analytical samples and hazardous waste manifests. Copies of these documents will be provided to the WPCB Safety Specialist or WPCB designee at the end of the project or when requested for the inclusion in WPCB's project file.

Manifests will be provided to the WPCB Safety Specialist or WPCB designee as follows:

- The Contractor shall supply a legible copy of the properly filled out and partially completed waste manifest (having signatures of the generator and transporter) to the EMS Administrator or WPCB designee within 24 hours of when the material was removed from WPCB facilities.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon receipt of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.
- The Contractor shall supply a legible copy of the completed waste manifest (having signatures of the generator, all transporters and the TSD (treatment, storage and disposal) facility) upon proper disposal of the material at the TSD facility to the EMS Administrator or WPCB designee within 24 hours of receipt.

For projects where WPCB is deemed responsible for hazardous waste generated, the Contractor will ensure that hazardous wastes are managed in accordance with local, state and federal laws. The Contractor must ensure that the WPCB is designated as the generator on all manifests and land disposal restriction forms for which the county is the generator. The Contractor shall provide the WPCB Safety Specialist or designee with copies of all waste analyses and related documentation.

The Contractor shall immediately cease work in the affected area when previously unidentified material that is reasonably believed to be radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, toxic, hazardous, asbestos containing, or oil based are found. The condition must be reported immediately to the WPCB Supervisor or WPCB designee. At no time shall such material be disposed of in any manner that is



inconsistent with the local, state, federal and other applicable environmental regulations. The Contractor agrees to cooperate with WPCB and any consultants engaged by WPCB to perform services with respect to the analysis, detection, removal, containment, treatment and disposal of such regulated materials.

### **17.33 – Transport of Hazardous Materials**

Hazardous materials must not be transported via public or private roads at the WPCB in a manner that could result in an unsafe condition for employees or the environment. All transportation of hazardous materials while on or off WPCB facilities shall be conducted in accordance with USDOT Hazardous Materials Regulations for proper packaging, marking/labeling, handling, documentation, etc. Contractors must ensure, that appropriate shipping documentation accompanies shipments of hazardous materials and that a 24-hour emergency contact is available to address transportation related emergencies in accordance with USDOT regulations.

### **17.34 – Spill Prevention and Response**

Water Pollution Control Bureau Spill Prevention Control and Countermeasures (SPCC) Program establishes facility procedures for prevention, detection and reporting of spills and/or releases of oil or hazardous materials. Contractors must adhere to SPCC protocols, including the following when working at WPCB facilities:

#### **17.34.1 – Spill Prevention**

- The Contractor shall have available equipment (e.g., secondary containment pallets, absorbent pads, absorbent booms, or other absorbent agents) that are suitable and sufficient to control a potential spill/release based on the inventory of oil, hazardous chemicals, and other materials that will be brought and/or stored on-site.
- The Contractor is responsible for immediately identifying conveyances to the environment (e.g., sumps, storm/floor drains, etc.) and adequately minimizing spill potential to these areas.
- The Contractor is responsible for the proper storage of all flammable and combustible chemicals that are brought and/or stored on site to complete work of this contract. Such storage may require the use of safety containers, safety cabinets, and/or secondary containment. The Contractor shall also ensure that any incompatible chemicals are safely segregated. The Contractor is responsible for maintaining and securing all chemical containers and all chemical storage areas. This requires selecting locations and methods to minimize exposure to rainfall, surface water, and the ground surface or subsurface. Enclosures, shelters, and secondary containment should be used where appropriate.
- The Contractor must use appropriate protective procedures such as double containment, inspections, employee training, overflow protection, and other measures as part of activities involving the use, storage, or handling of petroleum products or hazardous materials on WPCB facilities.
- The Contractor must ensure that their employees are adequately trained in spill response/notification procedures outlined below.

### 17.34.2 – Spill Response

“**Incidental**” spills meet all the following criteria: 1) employees are familiar with the hazards associated with the spill material; 2) containment/response does not pose potential health and safety hazards (i.e.; fire, explosion, and chemical exposure); 3) a small quantity ( less than 10 gallons) of material is spilled/released which **DOES NOT** reach the environment or pose potential health hazards; and 4) spilled/released material can be readily absorbed, neutralized, or otherwise controlled at the time of release by employees in the immediate area or by maintenance personal.

“**Non-Incidental**” spills include 1) major spill/release (e.g. greater than 10 gallons) that does not reach the environment or 2) any amount of spilled material that escapes to the environment (including drains, sumps, soil, etc.)

Water Pollution Control Bureau SPCC Program also establishes reporting requirements in event of a spill or release of oil or hazardous materials. The Contractor is responsible for the proper management of their spills including internal/external notifications, must pay for all costs as well as, proper mitigation steps and clean-up to the satisfaction of the WPCB EMS Administrator. Schedule delays, cost overruns, etc. caused by a spill are the responsibility of the Contractor. In the event of a spill or release, the Contractor must follow all of the reporting requirements of the SPCC Program as specified below:

- (1) The Contractor shall determine if the spill/release is incidental or non-incidental.
- (2) For **incidental** spills/releases:
  - The Contractor shall attempt to stop or contain the spill/release at the source provided that doing so does not endanger anyone.
  - The Contractor shall prevent discharge of materials to the environmental receptors including drains, sumps, soil etc.
  - The Contractor shall immediately notify the WPCB EMS Administrator, WPCB Supervisor, Safety Specialist or WPCB designee of all incidental spills/releases.
  - The Contractor is responsible for the proper collection, storage of waste materials in compliance with EPA and DEQ regulations and in cooperation with the Contract Coordinator.
- (3) For **non-incidental** spills/releases: The Contractor shall immediately report the spill/release to the Arlington County Fire Department if the spill is too large to contain. The Contractor must immediately notify the WPCB Shift Supervisor at (703) 585-6851, the WPCB EMS Administrator at (703) 228-6881, or the WPCB Safety Specialist at (703) 228-6834-office, (703) 864-5380 cell.

The Contractor must also contact the Virginia Department of Environmental Quality at (703) 583-3864 or (703) 583-3800.

**Water Pollution Control Bureau**  
**Arlington County Department of Environmental Services**

**Appendix #2**

**Contractor Safety Program Checklist**

I hereby acknowledge that I have received and completed a copy of the WPCB Department of Environmental Services Water Pollution Control Bureau Contractor Safety Program Checklist.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company (name, address and phone number):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sign name** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date:** \_\_\_\_\_

Return this signed copy to:     Safety Specialist  
Department of Environmental Services  
Water Pollution Control Bureau  
Room 306  
3402 S. Glebe Road  
  
Arlington Virginia, 22202

***Return the signed document to the Safety Specialist or WPCB designee prior to the start of work.***

### CONTRACTOR SAFETY PROGRAM CHECKLIST

Please complete and return this checklist to the Safety Specialist or designee before beginning work. Copies of all Permits i.e. Permit Required Confined Space and Hot Work must be posted while work is in progress and provided to the Safety Specialist or designee upon completion of the work. Write N/A next to any item that does not apply to the work your company is performing. Questions:

#### WRITTEN SAFETY PROGRAM

- |  |     |    |
|--|-----|----|
| 1. Do you have a written safety program      | Yes | No |
| 2. Does it contain the following components: | Yes | No |
| a. Management                                | Yes | No |
| b. Record keeping                            | Yes | No |
| c. Analysis                                  | Yes | No |
| d. Education/Training                        | Yes | No |
| e. Inspections & Internal Audits             | Yes | No |
| f. Accident Investigations                   | Yes | No |
| g. Periodic Review & Revision                | Yes | No |

#### GENERAL WORKSITE

- |  |     |    |
|--|-----|----|
| 1. Required posters – VOSH   | Yes |    |
| 2. Virginia Workers’ Compensation Notice   | Yes | No |
| 3. Written substance abuse policy  | Yes | No |
| 4. Sanitation – adequate toilets and wash areas  | Yes | No |
| 5. Housekeeping  |     |    |
| a. Provisions to keep work areas clean and orderly   | Yes | No |
| b. Clean up and discard materials daily  | Yes | No |
| 6. First Aid and Medical Attention   |     |    |
| a. First aid kits provided   | Yes | No |
| b. Emergency medical procedures & phone numbers  | Yes | No |
| c. System to contract WPCB Safety Specialist or<br>designee when an injury or emergency occurs | Yes | No |
| 7. Fire Prevention & Protection  |     |    |

- |  |     |    |
|--|-----|----|
| 8. Established procedures  | Yes | No |
| a. Will Fire Extinguishers be provided                             | Yes | No |
| b. Storage for flammable and combustible liquids                   | Yes | No |
| c. Storage of compressed gas cylinders                             | Yes | No |
| d. Welding fire watch  | Yes | No |
| 9. Signs and Barricades  |     |    |
| a. Type used _   |     |    |
| b. Plan to address vehicle traffic                                 | Yes | No |
| c. Method of preventing non-construction personnel on the job-site | Yes | No |
| d. Trenches  | Yes | No |

**GENERAL CONTRACTOR AND SUBCONTRACTOR RELATIONSHIP**

- |   |     |    |
|---|-----|----|
| 1. Are sub-Contractors required to follow any particular established guidelines?                |     |    |
| a. What are they ____   |     |    |
| b. VOSH, OSHA.ANSI, DOT, etc.   | Yes | No |
| 2. Are Sub-Contractors required to have a written safety program                                | Yes | No |
| 3. Are Sub-Contractors required to provide documentation of training                            | Yes | No |
| 4. Who is responsible for ensuring Sub-Contractors follow established safety requirements _____ |     |    |

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- |   |     |    |
|---|-----|----|
| 1. Has a Job Hazard Analysis been performed to determine what PPE is required | Yes | No |
| a. Is it in writing   | Yes | No |
| 2. What type of PPE will this project require                                 |     |    |
| a. Eye, head, and foot  | Yes | No |
| b. Hearing protection   | Yes | No |
| c. Respiratory protection   | Yes | No |
| d. Fall protection  | Yes | No |
| e. Others ____  |     |    |

- |  |     |    |
|--|-----|----|
| 3. Will eye wash and/or a shower be available  | Yes | No |
| a. Type of materials used which could require the use of an eye wash or shower _____ |     |    |
| 4. Welding curtains  | Yes | No |

**JOB SITE EQUIPMENT**

- |   |     |    |
|---|-----|----|
| 1. Heavy and Mechanized Equipment (front-end loaders, scrappers, etc.)  |     |    |
| a. Experienced (Trained and certified) operators  | Yes | No |
| b. Back-up alarms or horns  | Yes | No |
| c. Equipped and operated according to OSHA, VOSHA and ANSI standards  | Yes | No |
| 2. Material Handling Equipment  |     |    |
| a. Types used (powered industrial trucks, chain hoists, conveyors)<br>Circle all that apply.<br>Others: _____ |     |    |
| b. Cranes used  | Yes | No |
| c. Trained and certified operators  | Yes | No |
| d. Established safety procedures  | Yes | No |
| e. Will lift plans be provided  | Yes | No |
| f. Equipped and operated according to OSHA, VOSHA, ANSI and applicable standards                              | Yes | No |

**ELECTRICAL**

- |   |     |    |
|---|-----|----|
| 1. Do you specify compliance with VOSH, OSHA and WPCB Codes for all contract electrical work                              | Yes | No |
| 2. Portable tools and equipment grounded or double insulated  | Yes | No |
| 3. Ground-fault circuit interrupters installed  | Yes | No |
| 4. Electrical cords and cables free of splices or taps  | Yes | No |
| 5. Plan for location and work around electrical power lines and cables (overhead, underground, under floors and in walls) | Yes | No |

- |                             |     |    |
|-----------------------------|-----|----|
| 6. Lock-out/Tag-out program | Yes | No |
|-----------------------------|-----|----|

**ELEVATED SURFACES – FLOOR & WALL OPENINGS**

- |   |     |    |
|---|-----|----|
| 1. Scaffolding or propelled mobile ladder stands used                           | Yes | No |
| a. Erected and used according to OSHA requirements                              | Yes | No |
| 2. Handrail, mid rails, and toe boards installed according to OSHA requirements | Yes | No |
| 3. Floor openings guarded by a cover, guardrail or equivalent on all sides      | Yes | No |

**CONFINED SPACES**

- |  |     |    |
|--|-----|----|
| 1. Have job-site confined spaces been identified                 | Yes | No |
| a. Will your work create confined spaces                         | Yes | No |
| 2. Written program developed                                     | Yes | No |
| 3. Do you have a Permit System                                   | Yes | No |
| 4. Do you have air monitoring equipment & other safety equipment | Yes | No |

**CHEMICALS**

- |  |     |    |
|--|-----|----|
| 1. Will you be bringing chemicals onto the work site   | Yes | No |
| 2. Do you have SDS's for the chemicals you plan to use | Yes | No |
| 3. Provided SDS's to Safety Specialist or designee     | Yes | No |

**Additional information or comments:**

**Water Pollution Control Bureau  
Arlington County Department of Environmental Services  
Appendix #3  
Pre- Job Contractor Safety Planning Checklist**

**Company Name:** \_\_\_\_\_

**Contractor performing work:** \_\_\_\_\_

**Date of Pre-Job Conference:** \_\_\_\_\_

**Date work to start:** \_\_\_\_\_

**Location of work:** \_\_\_\_\_

**Describe work being performed:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Identification of Hazards in work area:**

**Fall Protection concerns:** \_\_\_\_\_

**Hazard Communications – Chemical(s)** \_\_\_\_\_

**Permit Required Confined Space(s) Location:** \_\_\_\_\_

**Hazards in space** \_\_\_\_\_

**Lock Out / Tag Out** \_\_\_\_\_

**Material Handling and Rigging** \_\_\_\_\_

**Personal Protective Equipment** \_\_\_\_\_

**Welding and Hot Work Permits** \_\_\_\_\_

**Work Zones and Traffic Control** \_\_\_\_\_

**Other:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Contractor Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of WPCB Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Water Pollution Control Bureau  
Arlington County Department of Environmental Services  
Appendix #4**

**Instructions for the Use of the ‘Contractor Safety Checklist’ and the Pre–Job Contractor Safety Planning Checklist’**

**The ‘Contractor Safety Checklist’ should be sent or given to all Contractors performing work at WPCB facilities.**

**The ‘Contractor Safety Planning Checklist’ should be used to plan and provide information to Contractors about WPCB facility hazards.**

- 1.) The WPCB point of contact securing the contracted services must ensure that the Contractor receives, completes and returns a copy of the ‘Contractor Safety Checklist’. The checklist must be completed and signed before work begins.**
- 2.) The completed ‘Contractor Safety Checklist’ form must be forwarded to the Safety Specialist upon receipt for review.**
- 3.) The Safety Specialist must review the document to ensure that the Contractor safety program meets minimum Safety requirements.**
- 4.) The Safety Specialist notifies the WPCB point of contact indicating that the Contractor Safety program meets the WPCB Contractor Safety Standard.**
- 5.) The WPCB point of contact will then complete the ‘Contractor Safety Planning Checklist’ form as a part of planning the job.**
- 6.) The WPCB point of contact will contact the WPCB Safety Specialist for support should they have any questions identifying hazards.**
- 7.) The WPCB point of contact will contact the Contractor to advise them of hazards that they could encounter while performing the proposed task or service. They will discuss special Personal Protective Equipment or equipment requirements so that the Contractor can prepare for the job before coming on site.**
- 8.) The WPCB point of contact will go over the information with the Contractor on the date of service and secure the Contractor’s signature.**
- 9.) The WPCB point of contact will send the completed form to the Safety Specialist as documentation for file.**

**Water Pollution Control Bureau  
Arlington County Department of Environmental Services  
Appendix #5**

**CONTACT TELEPHONE NUMBERS**

Safety Specialist

Department of Environmental Services

Water Pollution Control Bureau

3402 S. Glebe Road

Room 306

Arlington, Virginia 22202

(703) 228-6875 Office

(703) 864-5380 Cell Phone

Operation Shift Supervisor(s)

Water Pollution Control Bureau

3402 S. Glebe Road

Arlington, Virginia 22202

(703) 585-6851 Cell Phone

This cell phone number will put you in touch with the on-duty Supervisor 24 hour 365 days a week for the Department of Environmental Services Water Pollution Control Bureau

Engineering Program Coordinator

Water Pollution Control Bureau

Arlington County Department of Environmental Services

3402 S. Glebe Road

Arlington, Virginia 22202

(703) 228-3732 Office

(703) 927-2636 Cell Phone

(703) 228-6875 Fax

EMS Administrator

3402 S. Glebe Road

Room 331

Arlington, Virginia 22202

(703) 228-6881 Office

Reliability Engineer/Planning Supervisor

3111 South Fern Street

Arlington, Virginia 22202

(703) 228-6827 Office

PLANNERS:

3111 South Fern Street

Arlington, Virginia 22202

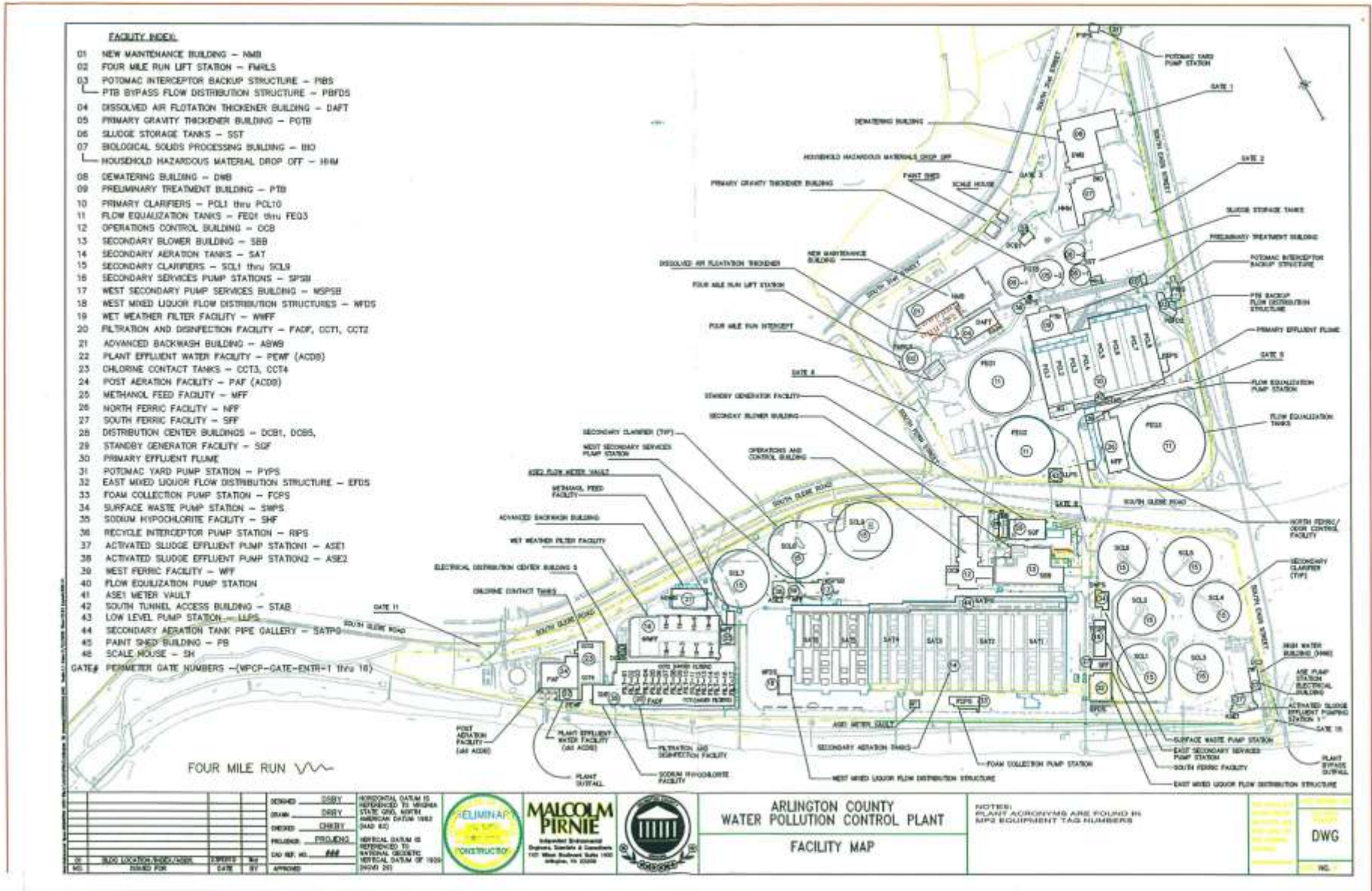
(703) 228-6825

(703) 228-6859

(703) 228-6860

Water Pollution Control Bureau  
 Arlington County Department of Environmental Services

Appendix #6  
 WPCB Facility Map







DEPARTMENT OF ENVIRONMENTAL SERVICES  
Water Pollution Control Bureau  
New Maintenance Building, 3111 South Fern Street, Arlington, VA 22202  
TEL 703.228.6827 FAX 703.228.6894 [www.arlingtonva.us](http://www.arlingtonva.us)

# Memorandum

**To:** WPCB Planning & Logistics **Date:** May 19, 2014  
**From:** Dennis Dobbs  
**Subject:** Contractor Protocols and Performance While Working For WPCB

EFFECTIVE MARCH 2, 2012

The purpose of this Memo is to document Contractor protocols and performance while working on various jobs assigned by Planning and Logistics personnel. The following actions must be taken:

- All Contractor personnel **MUST** adhere to ALL of the minimum guidelines and procedures as stated in the *WPCB Contractor Safety Standard*.
- Planning and Logistics personnel are responsible for assigning jobs to Contractor personnel that are responsible to them.
- For EACH job to be performed by Contractor personnel, the Operations Shift Supervisor or Lift Station Operator must be contacted by the Planner or Logistics person responsible, giving them:
  - the name of the contractor
  - the area or facility where the work is to be performed
  - a brief description of the work to be performed
- Permission for the work to proceed must be given by the Operations Shift Supervisor or Lift Station Operator to the Planner or Logistics person responsible BEFORE sending the Contractor personnel to the job site.
- When arriving at the job site
  - The Contractor personnel must contact the Plant Station Operator or Lift Station Operator and briefly explain the job they will be performing.
  - *The Plant Station Operator or Lift Station Operator can stop the work from proceeding if they determine that the work will cause any problems with their Operation.* In this case, the contractor must contact the Planning and Logistics person making the assignment for further direction.

- **Before leaving the job site**
  - The Contractor personnel must contact the Plant Station Operator or Lift Station Operator and briefly explain the status of the job and notify the Station Operator or Lift Station Operator that they will be leaving the job site.
- The Planning and Logistics person responsible for the Contractor must frequently check on the work and progress of their Contractor and **inspect all their work to make sure the jobs are executed as directed with the quality required and completed within the timeframe appropriate.**
- The weekly look-ahead schedule for Contractors will still be published on Friday as usual.

*All of the above Contractor protocols and performance listed above must be followed. Failure to do so may result in disciplinary action, up to and including termination.*

I have read and understand the above Contractor Protocols and Performance required as outlined above:

---

Signed

---

date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/30/2019

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 have **ADDITIONAL INSURED** provisions or 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).


|  |   |  |                                      |
|--|---|--|--------------------------------------|
| <b>PRODUCER</b><br><b>Foundation Insurance Group</b><br>3190 Fairview Park Dr. Ste 104<br>Falls Church, VA 22042 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): (703) 527-8780</b> |  | <b>FAX (A/C, No): (703) 532-8300</b> |
|  | <b>E-MAIL ADDRESS: info@figva.com</b>                               |  |                                      |
| <b>INSURED</b><br><br><b>Washington Air Compressor Rental Co</b><br>12529 Parklawn Drive<br>Rockville, MD 20852  | <b>INSURER(S) AFFORDING COVERAGE</b>                                |  | <b>NAIC #</b>                        |
|  | <b>INSURER A : Axis Insurance Company</b>                           |  | <b>37273</b>                         |
|  | <b>INSURER B : Erie Insurance Exchange</b>                          |  | <b>26271</b>                         |
|  | <b>INSURER C : Erie Insurance Company of NY</b>                     |  | <b>16233</b>                         |
|  | <b>INSURER D :</b>  |  |                                      |
|  | <b>INSURER E :</b>  |  |                                      |
| <b>INSURER F :</b>   |   |  |                                      |

**COVERAGES**    **CERTIFICATE NUMBER:**    **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  |                  |
|----------|--|-------------------------------------|----------|---------------------|-------------------------|-------------------------|---|------------------|
| <b>A</b> | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> |          | A1WAMD001-023764-14 | 7/1/2019                | 7/1/2020                | EACH OCCURRENCE   | \$ 1,000,000     |
|          |  |                                     |          |                     |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 100,000       |
|          |  |                                     |          |                     |                         |                         | MED EXP (Any one person)  | \$ 5,000         |
|          |  |                                     |          |                     |                         |                         | PERSONAL & ADV INJURY   | \$ 1,000,000     |
|          |  |                                     |          |                     |                         |                         | GENERAL AGGREGATE   | \$ 2,000,000     |
|          |  |                                     |          |                     |                         |                         | PRODUCTS - COMP/OP AGG  | \$ 2,000,000     |
|          |  |                                     |          |                     |                         |                         |   | \$               |
| <b>B</b> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                 |                                     |          | Q07-0140452         | 7/1/2019                | 7/1/2020                | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000     |
|          |  |                                     |          |                     |                         |                         | BODILY INJURY (Per person)  | \$               |
|          |  |                                     |          |                     |                         |                         | BODILY INJURY (Per accident)  | \$               |
|          |  |                                     |          |                     |                         |                         | PROPERTY DAMAGE (Per accident)  | \$               |
|          |  |                                     |          |                     |                         |                         |   | \$               |
| <b>A</b> | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0   |                                     |          | A5WAMD001-023766-14 | 7/1/2019                | 7/1/2020                | EACH OCCURRENCE   | \$ 3,000,000     |
|          |  |                                     |          |                     |                         |                         | AGGREGATE   | \$ 3,000,000     |
|          |  |                                     |          |                     |                         |                         |   | \$               |
| <b>C</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                                     | N/A      | Q91-5102447         | 7/1/2019                | 7/1/2020                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                  |
|          |  |                                     |          |                     |                         |                         | E.L. EACH ACCIDENT  | \$ 1,000,000     |
|          |  |                                     |          |                     |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000     |
|          |  |                                     |          |                     |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$ 1,000,000     |
| <b>A</b> | <b>Blanket Inventory</b>   |                                     |          | A1WAMD001-023764-14 | 7/1/2019                | 7/1/2020                | <b>Equipment</b>  | <b>8,019,783</b> |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Contract #: 20-021-ITB**  
 Arlington County, Virginia are additional insureds with regard to the General Liability policy when required by written contract. A 30 day notice of cancellation applies on the General Liability.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>Arlington County, Virginia<br>Office of the Purchasing Agent<br>2100 Clarendon Boulevard<br>Suite 500<br>Arlington, VA 22201 | <b>CANCELLATION</b><br><br>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<br>   |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person, organization, state or governmental agency or subdivision, or political subdivision when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be named as an additional insured on your policy, subject to the following provisions:

- A. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and **must have been executed prior to the “bodily injury,” “property damage” or “personal and advertising injury.”**
- B. The person, organization, state or governmental agency or subdivision or political subdivision is an insured only with respect to **liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:**
  1. The ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
    - (a) **This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in that premises.**
    - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured.
  2. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s), subject to the following additional exclusions:
    - (a) **This insurance does not apply to “bodily injury” or “property damage” occurring after all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) has been completed.**
    - (b) **This insurance does not apply to “bodily injury” or “property damage” occurring after that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.**
    - (c) **This insurance does not apply to “bodily Injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:**
      - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (ii) Supervisory, inspection, architectural or engineering activities.
  3. The maintenance, operation or use of equipment leased to you by such person(s) or organization(s). **This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.**
  4. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization, subject to the following provisions:

- (a) This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the operations performed for the federal government, state or municipality.
  - (b) This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard.”
5. Their liability as a grantor of a franchise to you.
6. Their liability as a grantor of a license to you. A person(s) or organization(s) status as an additional insured under this provision ends when:
- (a) The license granted to you by such person(s) or organizations(s) expires; or
  - (b) Your license is terminated or revoked by such person(s) or organizations(s) prior to expiration of the license as stipulated by the contract or agreement.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".



**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b.** This insurance applies to such liability assumed by the insured;
  - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f.** The indemnitee:
    - (1)** Agrees in writing to:
      - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2)** Provides us with written authorization to:
      - (a)** Obtain records and other information related to the "suit"; and
      - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

- 1.** If you are designated in the Declarations as:
  - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
    - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      - (1) "Bodily injury" or "personal and advertising injury":
        - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
        - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
        - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
        - (d) Arising out of his or her providing or failing to provide professional health care services.
      - (2) "Property damage" to property:
        - (a) Owned, occupied or used by;
        - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
    - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
    - c. Any person or organization having proper temporary custody of your property if you die, but only:
      - (1) With respect to liability arising out of the maintenance or use of that property; and
      - (2) Until your legal representative has been appointed.
    - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
  - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.



However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

BUSINESS LICENSE CERTIFICATION FORM

CONTRACTOR NAME: Washington Air Compressor Rentals Co

CONTRACT NO./TITLE: 20-012-ITB

1. IF YOU CURRENTLY HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, enter your business license number in the space below:

BLC 1000034854-02

2. IF YOU DO NOT HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, contact the Office of Commissioner of Revenue (see contact information below).

After you contact the Commissioner of Revenue's Office, they will either:

- a. Process an application and issue you a license number (which you must provide in the space above); or
- b. Provide directly to the Purchasing Office a written certification that a business license is not required (no further action required from your firm.)

**IMPORTANT:** THIS FORM MUST BE FORWARDED TO COMMISSIONER OF REVENUE, 2100 CLARENDON BLVD., SUITE #200, ARLINGTON, VA 22201, E-MAILED TO: BUSINESS@ARLINGTONVA.US OR FAXED TO (703) 228-7048.