



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

CONTRACT AWARD COVERPAGE

TO: KONECRANES, INC. 4701 COX ROAD, SUITE 285 GLEN ALLEN, VIRGINIA 23060	DATE ISSUED: 11/12/2021 CONTRACT NO: 22-DES-ITB-451 CONTRACT TITLE: CRANE INSPECTION SERVICES
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DES-ITB-451 including any attachments or amendments thereto.

EFFECTIVE DATE: 11/12/2021
EXPIRES: 11/30/2022
RENEWALS: 4 (FOUR) 1 (ONE) YEAR RENEWALS REMAINING
LIVING WAGE: N

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

<u>VENDOR CONTACT:</u> TYLER HILLMAN	<u>VENDOR TEL. NO.:</u> (859) 286-8396
<u>EMAIL ADDRESS:</u> TYLER.HILLMAN@KONECRANES.COM	
<u>COUNTY CONTACT:</u> GABRIEL ORTIZ RODRIGUEZ (DES-WPCP)	<u>COUNTY TEL. NO.:</u> (703) 228-6836
<u>COUNTY CONTACT EMAIL:</u> GORTIZ@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

<i>Lucas Alexander</i>	Procurement officer	11/12/2021
<small>DocuSigned by:</small>	Title	Date

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

AGREEMENT NO. 22-DES-ITB-451

THIS AGREEMENT is made, on the date of execution by the County, Konecranes, Inc. ("Contractor") a Texas corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 22-DES-ITB-451.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide inspection, documentation and routine preventative maintenance and repair services for Material Handling Equipment. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of execution by the County and must be completed no later than November 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from December 1, 2022 until November 30, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. **22-DES-ITB-451** at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until November 30, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

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 not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

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

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. COUNTY PURCHASE ORDER REQUIREMENT

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

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.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

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 sees fit before accepting them.

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

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

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

15. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs

unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

16. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

17. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor 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.

18. 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.

19. 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.

20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

21. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

22. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

23. UNSATISFACTORY WORK

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.

24. PROJECT STAFF

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

25. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits C & D). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, Contractor may email contractorvaccineinfo@arlingtonva.us.

26. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

27. 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.

28. 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.

29. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

30. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

31. 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.

32. 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.

33. 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.

34. 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.

35. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

44. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

45. 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.

46. AMENDMENTS

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

47. 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.

48. 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

49. 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.

50. ARBITRATION

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

51. 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.

52. 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.

53. 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.

54. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

55. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

56. SURVIVAL OF TERMS

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

57. 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.

58. 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.

59. 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:

Tyler Hillman
Konecranes, Inc.
230 Airport Road, Unit 12
Winchester, Virginia 22602
Email: tyler.hillman@konecranes.com
Phone: 859-286-8396

TO THE COUNTY:

Gabriel Ortiz Rodriguez, Project Officer
Arlington County, Virginia
3402 S Glebe Road
Arlington, Virginia 22202
Email: gortiz@arlingtonva.us
Phone: 703-228-6836

AND

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

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

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

60. 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.

61. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

62. LIMITED ENGLISH PROFICIENCY

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

63. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

64. MATERIAL CHANGES

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

65. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

KONECRANES, INC.

AUTHORIZED DocuSigned by:
SIGNATURE Lucas Alexander

AUTHORIZED DocuSigned by:
SIGNATURE Tyler Hillman

5D2342428F9D4B4...
NAME: Lucas Alexander

EDDB8750CC0455...
NAME: Tyler Hillman

TITLE: Procurement Officer

TITLE: Business Development Representative

DATE: 11/12/2021

DATE: 11/5/2021

EXHIBIT A - SCOPE OF SERVICES

The Contractor shall provide all supervision, labor, materials, tools and equipment necessary for the performance and completion of the work.

Work shall be performed in accordance with the United States Department of Labor Occupational Safety & Health Administration (OSHA) Title 29CFR Parts 1910.179 Overhead and Gantry Standard, Title 29CFR 1926.554 Overhead Hoists, and 1926 Original Equipment Manufacturer (OEM) specifications and the Commonwealth of Virginia regulations, (i.e., the Department of Labor and Industry and the "Virginia Overhead High Voltage Line Safety Act", etc.). located at <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.179>

The purpose of this contract is to ensure that all equipment items listed in SCHEDULE A are functioning properly and operating in full compliance with federal, state, and local laws and regulations.

The Contractor shall fully inspect the MHE, provide a written report detailing deficiencies and proposed corrective work to be performed, submit a quote, provide repair services as directed by the County Project Officer, and perform manufacturer's recommended routine preventive maintenance (lubrication, tighten fasteners, etc.) for intervals 1 month or greater.

SECTION I - GENERAL CONDITIONS AND REQUIREMENTS

1.1 OVERALL CONCEPT

1.2 INTENT:

The intent of this solicitation is to award a contract for annual inspection and repair services for MHE.

Repairs shall be priced on a Time and Materials basis at the labor rate provided on the bid form. The County will reimburse the Contractor, on completion and acceptance of each assigned job, only for those materials actually used in the performance of the assigned job.

The Contractor shall provide a written estimate of the cost and schedule to complete the repairs and get the written approval of it by a County Project Officer before commencing work.

Payment will not be made for any work that has not been authorized. The Contractor shall be able to provide on-call urgent or emergency repair services outside of business hours, week-end and County holidays. The Contractor shall provide to the County, prior to start any work under this contract, a name and telephone number of a contact person in the case of emergency 24 hours a day, 7 days a week.

1.2.1 INSPECTION REQUIREMENTS:

The list of the MHE per SCHEDULE A shall be inspected and rated as PASS or FAIL according to the provision of SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS".

- 1.2.2 REPAIR REQUIREMENTS: Based on the results of the inspection, the Contractor shall submit a complete list of infractions along with a compliant code, and an itemized estimate for the cost necessary to repair the MHE. The Contractor shall not proceed with repairs unless instructed by the County Project Officer or Designee. Repairs shall be made on an “as-needed” only.

1.3 EQUIPMENT LIST:

The Contractor shall inspect all equipment as listed per SCHEDULE A. The Contractor shall identify non-compliant, deficient or defective equipment, determine the necessary corrective actions, and provide a cost estimate for repairs under the direction of the County Project Officer.

- 1.3.1 Orientation Meeting: After award of the contract, the Contractor shall meet with the County Project Officer to review delivery and work schedules, contract expectations, work details, guidelines, safety standard, personal protection equipment (PPE) on site, environmental management system standard (EMS), and discuss other topics as necessary to promote effective contract administration. This meeting shall be held no later than two (2) weeks after the contract awarded.

SECTION II – SPECIAL CONDITIONS AND SPECIFICATIONS

1.1 SCOPE OF WORK AND SERVICE

1.2 INSPECTION REQUIREMENTS:

- 1.2.1 Compliant MHE: For all MHE that conform to SECTION I, Part 1.2.3 “CERTIFICATION AND REGULATIONAL REQUIREMENTS”, the Contractor shall affix a “PASS” sticker with the Contractor’s name, inspector’s name, and date to the equipment item in a visible location. The Contractor shall also prepare and submit to the County Project Officer all necessary certification documentation indicating that MHE is in full compliance with SECTION I, Part 1.2.3 “CERTIFICATION and REGULATIONAL REQUIREMENTS”.
- 1.2.2 Non-compliant MHE: For all MHE that FAIL SECTION I, Part 1.2.3 “CERTIFICATION and REGULATIONAL REQUIREMENTS”, the Contractor shall make a complete and full written notation indicating why that equipment item failed. Based on these written notations, the Contractor shall determine appropriate corrective actions or repairs recommended to bring equipment in full compliance with SECTION I, Part 1.2.3 “CERTIFICATION and REGULATIONAL REQUIREMENTS”. The Contractor shall submit repair recommendations and price quote to the County Project Officer for review and instructions.

- 1.1.2.1 Repair Instructions - Based on the results of initial inspection, the Contractor shall follow the instructions of the County Project Officer as prescribed in SECTION II, Part 6.0 “REPAIR REQUIREMENTS”.

2.1 INSPECTION METHODOLOGY

2.2 RECORDS:

The inspection of equipment, as listed in SCHEDULE A, shall be recorded on a separate inspection sheet for each unit of MHE.

2.2.1 Records Format: The Contractor shall fully and accurately identify, determine, and record each unit of MHE, as listed per SCHEDULE A:

1. MHE Equipment Tag Number
2. MHE Location
3. MHE Manufacturer
4. MHE Model Number
5. MHE Serial Number
6. MHE Weight Capacity
7. MHE Equipment Type (hoist, monorail, overhead, etc.)

2.3 TESTING AND EVALUATION:

The equipment as listed in SCHEDULE A shall be inspected, tested, and evaluated at minimum: (1) Visual Inspection, (2) Load Inspection, and (3) Operational Inspection. The Contractor shall evaluate each MHE for visual and operating defects and deficiencies as measured against the criteria listed in SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS". For non-compliance issue, the Contractor shall list the nature and severity of the infraction, deterioration, and determine to what extent the infraction constitutes non-compliance. The resulting inspection shall include:

2.2.1 Visual Inspection: Complete visual "walk-around" inspection of equipment and related operating mechanisms for signs of excessive wear of components. Check for properly installed/visible display decals or paint/stencil markings, which are legible and clearly indicate MHE's weight capacity, restrictions (if any) and highlight operational controls. Look for deformed, cracked, bent, broken or corroded parts, loose belts, loose bolts or rivets, worn or cracked welds, cracked or worn sheaves and drums, distorted parts such as pins, bearings, shafts, gears, rollers, locking and clamping devices. Check for excessive wear on brake systems parts, linings, pawls, and ratchets. Check load, wind and other warning indicators, and any significant inaccuracies. Check electric power sources for improper performance or noncompliance with applicable safety requirements. Look for excessive wear of chain drive sprockets and for excess chain stretch. Check electrical power pick-up rails and festoon systems for signs of shorting, pitting, discontinuity, or significant deformation. Check electrical apparatus for signs of pitting or any deterioration of controller contractors, limit switches and pushbutton stations. Check tanks, valves, drain pumps and other parts of pneumatic or hydraulic systems for signs of deterioration or leakage in lines. Inspect hooks for deformation, twist, or cracks. Inspect hoist chains, including end connections for excessive wear, twist, distorted links interfering with proper function or stretch beyond manufacturer's recommendations. Check fluid (oil, lubrication, hydraulic) levels for compliance with manufacturer's recommendations.

2.2.2 Load Inspection: Test all equipment (unless excepted by County Project

Officer), per SCHEDULE A, to maximum load capacity, as required by SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS". Inspect and observe defects such as slippage or component malfunction. Check all load bearing parts such as strength welds and repaired areas. Inspect hooks for evidence of deformation, cracking, binding or warping. If failure is suspected, perform additional test as necessary to determine certainty. Normal load test shall include at minimum:

2.2.2.1 Static Load Test - MHE shall hold 125% of its rated load weight for a minimum of five (5) minutes.

2.2.2.1 Dynamic Load Test - MHE shall hold 100% of its rated load weight while unit is operating through a minimum of five (5) continuous cycles of hoisting, rotating, raising, lowering and traveling, etc.

2.2.3 Operational Inspection: Each MHE shall be operated through the full range of its operational and functional perimeters as many times as necessary to demonstrate fully it sufficiently performs properly. All tests shall include testing operational condition of safety devices. All equipment shall operate through the full range and limits of motion at all rated speeds for complete cycles (i.e. raise and lowering, traverse, articulate, and rotate through minimum to maximum lengths) specified operating ranges and directions.

3.1 EQUIPMENT COMPONENTS:

3.2 MHE COMPONENTS

Per equipment listed SCHEDULE A, the Contractor shall inspect, examine and report on the following areas and components in accordance with SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS":

3.2.1 Brake Systems: Inspect for binding or excessive wear in linkage pins, cams, springs, bearings and brake and brake linings (refer to OEM equipment manual for replacement criteria). Examine for scored brake surfaces, exposure, lack of full-brake lining contact and unequal (tapered) brake lining wear. Check magnetic coils and leads for proper electrical connections, voltages and coil resistance. Inspect disc systems. Observe for indications of thermal wear due to overheating. Check and set magnetic air gaps and adjust operating linkages in accordance with applicable technical manual.

3.2.2 Chain Inspection: Inspect the full length of chain. Inspect chain on a link-by-link basis as appropriate. Check chain in both the hoisting and lowering directions to observe chain and sprocket performance. Check degree of lubrication. Inspect thoroughly to ensure chain is free of kinks, twists, clean and operating within manufacturer's tolerances.

3.2.2.1 Roller Chain - Check chain pitch elongation, exceptionally loose

joints, and pins turned from their original position. Inspect for rollers that are excessively worn or broken or do not turn freely with finger-pressure. Check for bent, cracked or deformed side plates, especially at the roller pin joints.

- 3.2.2.2 Chain Guides and Supports - Inspect chain guides for spreading or other damage which could allow a twisted link to pass. Inspect support screw (fastener) for bending, damage or looseness.
- 3.2.2.3 Chain (hoist load) - Check chain attachments and fittings for damage.
- 3.2.2.4 Sprocket(chain) – Check for excessive wear, undercut, and rounded teeth.
- 3.2.3 Drive Shafts, Coupling, and Open Gears: Inspect shafts for wear, damage, warpage or misalignment. Inspect gears for evidence of chipping, loose contact, excessive tooth wear and looseness on shaft. Inspect couplings for looseness, binding misalignment, improperly installed bolts and keys, and lubrication. Inspect bearings for looseness, lubrication, and discoloration caused by excessive operating temperature. Inspect support brackets for failure and crack welds.
- 3.2.4 Electrical Systems - Inspect, examine and test all electrical systems related to MHE. Inspect all wiring, switches, control boxes, resistors, electrical connections, etc. Ensure items are clearly marked for identification of functions and that live parts (exposed elements) are not present. Review, determine and report as to whether electrical equipment, parts, components constitute a safety hazard as it relates to their exposure to dirt, grease, oil, moisture, heat and vibration.
- 3.2.5 Electric Components - Inspect electric motors, controllers, power panels, reactors, in accordance with the specifications.
- 3.2.6 Electric Motors - Check power supply for proper operation. Inspect control switches for dirty or faulty contacts and poor circuit continuity. Inspect controller contacts for signs of welding, shortage, arching or excessive pitting. Check emergency “cut-offs” for proper operation.
- 3.2.7 Gears and Bearing Assemblies - Inspect for broken or damaged parts and cracked or missing members. Inspect gear rollers and roller pins for damage, and wear, cracked or broken welds, missing anchor bolts, misalignments, and lubrication.
 - 3.2.7.1 Reduction Gears (Enclosed) - Inspect gears and shafting for evidence of chipping, lack of full-tooth contact, excessive tooth wear on gears. Inspect bearings for looseness and discoloration caused by excessive operating temperatures. Check gear case gaskets, seals and vents for evidence of leakage. Check gear case for proper lubrication level. Check for properly installed bearing caps or covers.
- 3.2.8 Handrails, Ladders, Walkways, and Personnel Safety Guides - Inspect for excessive

wear and corrosion of rungs and steps, loose connections, damaged ladder rails, I-connections to structure, cracked or broken welds, loose or missing rivets, and deformed members. Inspect all toe boards, ladder brakes, stairways, stops, bumpers, rail sweeps, and guards for conformance. Ensure areas are free of debris and fully accessible for operation.

3.2.9 Hydraulic Systems - Inspect for leaks in fittings and loose mountings. Inspect lines for signs of leakage and proper pressure levels. Check hand pump operation for emergency use (if applicable).

3.2.9.1 Motors and Pumps - While running pumps and motors listen for unusual noise and vibration. Check for leaks and proper operation.

3.2.9.2 Hydraulic Actuating Cylinders - Inspect cylinders for leakage, loose fittings and loose mountings. Check operating rods and linkages for corrosion and excessive wear. Check valves, switches or indicators for proper adjustment and operation

3.2.10 Hoisting Load Blocks, Clevises and Hooks - Inspect hoisting load blocks for binding sheaves, damages or worn sheaves, worn sheave pins, broken cheek plates. Inspect clevis (if applicable) for damage or wear. Inspect hooks for excessive twisting and missing safety latch. Measure tram points or deformation marks. Record the measurements and ensure compliance with current load test regulations.

3.2.10.1 Hooks - Inspect, test and ensure conformance. Notice throat openings of more than fifteen (15) percent and/or any twist from plane. Inspect hooks or clevis swivels and pins for wear, cracks or gouges. Inspect clevis pin for ease of removal or deformity. Inspect load block assembly (i.e., hook, shackle, swivel, bearing, sheaves and magnet) if applicable.

3.2.11 Machinery Foundations - Inspect for distortion, cracked or broken welds, misalignment and corrosion. Inspect bolted connection bearings of mated surfaces for missing or defective components. Inspect each fastener for proper bearing surfaces and tightness.

3.2.12 Structure, Structural Members and Strongbacks - Inspect complete component structure for broken or damaged parts and cracked, corroded or missing parts. Inspect for loose fasteners, rivets, bolts, broken or cracked welds, and corrosion. Inspect support pins, retainers and mounting brackets for corrosion, damage and lubrication.

3.2.13 Monorails and Bi-Rails - Inspect monorails, bi-rail tracks and bridge tracks, including associated attachments for cracks, damage, excessive wear, distortion and misalignment.

3.2.14 Overhead Trolley Hoist and Bridge Crane Support Rails - Check rails for alignment and bi-rails for parallelism. Inspect for bent or damaged members and loose fasteners. Inspect for excessive wear on rack and

pinion gears or roller chain and sprocket(s). Inspect for misalignment of bridge crane, hoist drive, and cracked or broken welds. Verify proper operation condition of drive mechanisms. Check gear for lubrication.

- 3.2.15 Crossover Rails - Check crossover rails weldments and support for misalignment and loose or missing fasteners and keys. Check binding action in track switching, damaged interlock components, actuating cylinder leakage and improper travel.
- 3.2.16 Bridge Crane Inspection - Inspect for bent, damaged, or missing components, excessive deformation, cracked welds and corrosion. Inspect trolley (hoist) support rails, sockets and stop alignment for excessive wear. Check roller chain lubrication.
- 3.2.17 Runway - Inspect all rails, beams, girders, brackets, and framework on which the crane or trolley travels as appropriate.
- 3.2.18 Manual Drive Assembly - Inspect for damaged components, support brackets and covers, and loose or missing fasteners. Inspect hand-wheels and bearings for damage, wear and lubrication.
- 3.2.19 Rope Inspection - Inspect condition and lubrication of wire rope with the wire extended for full survey. Check for worn outside wires, corroded or broken wires at end connections, corroded, cracked, bent, worn, or improperly applied end connections. Inspect for reduced rope diameter below normal diameter due to loss of core support. Inspect for severe kinks, crushing, cutting or inter-winding with other ropes.
 - 3.2.19.1 Wire Rope and Fittings and Eye Splices - Inspect fitting sockets, swaged end fittings, and Nicopress swaged collars for indications of slippage, wear, deformation and damage. Inspect eye splices for kinks, wear, broken strands/wires and slippage.
 - 3.2.19.2 Wire Rope Drums - Inspect drums for distortion, cracked or broken welds, worn grooves and lubrication. Inspect drum bearings for lubrication and discoloration caused by excessive operating temperatures. Inspect for proper spooling onto the drum.
 - 3.2.19.3 Wire Rope Sleeves - Inspect for worn or damage sleeves, loose bearings and pins, lubrication, and damaged or missing fittings. Check sheave grooves for wear.
 - 3.2.19.4 Safety Devices - Inspect and test all safety equipment (i.e. but not limited to: limit switches, locks, fire extinguisher, light fixtures, and other safety devices) as appropriate.
 - 3.2.19.5 Operating Cutout and Limit Switches - Check all operating cutout and Limit switches.
 - 3.2.19.6 Positive Limit Stops - Inspect for damaged or missing parts. Inspect

For hydraulic fluid leakage as appropriate.

3.2.19.7 Emergency Stop and Interlock Switches - Inspect for damaged wiring and improper electrical connections. Check switching operation.

3.2.19.8 Trolleys - Inspect for bent or damaged members, missing components, broken welds and loose or missing fasteners. Check track clamps for wear and damage; verify proper operation and engagement. Inspect truck assemblies and wheels clusters for wear, chips, cracks, loose axle pins and securing devices. Check bearings for evidence for looseness and overheating. Inspect trolley for lubrication. Verify clearances and bearing cap or cover installation.

3.2.20 Pad Eyes / Eye Bolts - Inspect each worksite. Note in writing the quantity and condition of such devices. Determine these devices compliance with SECTION I, Part 1.2.3 "CERTIFICATION AND REGULATIONAL REQUIREMENTS".

4.1 PRICES

4.2 CONTRACT PRICE REQUIREMENTS:

Prices shall remain firm for the full duration of the Contract. All prices/discounts shall be Free on Board (FOB) MHE location and include all charges (freight/shipping) that may be imposed in fulfilling the terms of this Contract.

All labor rates shall include all direct and indirect costs, but not limited to transportation, travel expense, general administrative cost, etc.

The Contractor's invoices shall indicate MHE Equipment Tag Number, task of work, date and time of work, work order number, purchase order number, and the sign-off ticket on site where the service performed.

4.3 TAX EXEMPTION:

Arlington County is exempt of any Federal excise tax and Commonwealth of Virginia sales and use tax. The price bid shall be net, exclusive of taxes.

5.1 PARTS

5.2 QUALITY:

For all repairs performed under this Contract, the Contractor affirms and pledges that all parts used shall be "new" Original Equipment Manufacturer (OEM) parts. Failure to abide by this section shall be interpreted by the County Project Officer as failure to perform, and the Contractor shall be required to replace all suspect parts with OEM parts, and the Contract may be terminated for cause.

5.3 PARTS INVOICING:

Arlington County will only pay for parts/materials actually used in this Contract. No additional spares or Contractor “leftover” parts shall be billed.

Each invoice shall clearly indicate the MHE Equipment Tag Number to which the parts are being assessed. The Contractor’s request for payment shall be supported by invoices issued by the supplier(s) of the Contractor, detailing the parts/materials used on the assigned job.

Invoices shall also include a copy of all approved work orders.

6.1 REPAIR REQUIREMENTS

6.2 INSTRUCTIONS TO CONTRACTORS:

Based on the Contractor’s initial inspection survey (as prescribed in SECTION I, “GENERAL CONDITIONS AND REQUIREMENTS”), the Contractor shall submit to the County Project Officer a written estimate for repairs. Each MHE recommendation for repairs shall be prepared on a separate request form (design and format are at the Contractor’s discretion. The form shall include, but is not limited to the following elements:

1. MHE Equipment Tag Number
2. MHE Location
3. MHE Manufacturer
4. MHE Model Number
5. MHE Serial Number
6. MHE Weight Capacity
7. MHE Equipment Type (hoist, monorail, overhead, etc.)

The Contractor shall submit the estimate for repairs to the County Project Officer no later than seven (7) working days after completion of each MHE inspection. After examination of the Contractor’s repair recommendations, the County Project Officer will notify the Contractor in writing as how to proceed. **Under no circumstances shall the Contractor start repair work without the written approval of the County Project Officer.**

6.1.1 Estimate Guidelines

Repairs shall be priced on a time and materials basis at the labor rate provided on the bid form. The County will reimburse the Contractor, on completion and acceptance of each assigned job, and only for those materials actually used in the performance of the assigned job.

The Contractor shall indicate the number of labor hours, materials, parts and processes used for the repair of each MHE. The Contractor shall keep records of labor hours, materials and parts expended for the repair of each MHE.

The Contractor’s repair estimate shall remain valid for a period of thirty (30) days after submission to the County Project Officer.

6.1.2 Estimate Reliability – Arlington County will rely on the Contractor’s recommendation for repairs according to the Manufacturer and Industry Standard. The repair recommendation shall be complete and accurate. Once this estimate is accepted by the County Project Officer, no additional charges shall be allowed. All additional costs that may be required to repair the MHE shall be borne by the Contractor. After completion of recommended repairs, the County Project Officer expects the Contractor to Certify the MHE per SECTION II, Part 6.2 “CERTIFICATION OF REPAIRED MHE”.

6.2 CERTIFICATION OF REPAIRED MHE:

Upon completion of repairs, the Contractor shall “PASS” re- inspect/certify the repaired MHE in accordance with SECTION I, “GENERAL CONDITIONS AND REQUIREMENTS” and submit all certifying documentation to the County Project Officer. Should subsequent re-inspections be required by virtue of necessity of repairs, and said repairs are pre-approved by the County Project Officer and performed by the Contractor, the Contractor shall re-inspect and certify at no additional cost to the County.

7. CONTRACT REQUIREMENTS

7.0.1 PERSONNEL

Should the Contractor substitute personnel after award of contract, the County reserves the right to reject personnel not matching the skill level(s) as the persons proposed in the original solicitation. Not all requested work will require the use of an apprentice or helper. Contractor shall receive the approval of the County Project Officer before sending additional personnel onsite.

7.0.2 SUBCONTRACTOR

Should the Contractor choose to substitute subcontractors under this contract, the Contractor shall submit a written notification to the County Project Officer for no later than two (2) weeks before the change is expected to begin.

7.1 WORK PERFORMANCE

7.1.1 PERFORMANCE EXPECTATIONS:

All inspection and repair work shall be performed in accordance with the provisions of this solicitation.

7.1.2 TECHNICAL GUIDANCE:

In addition to the references and requirements listed in this solicitation, the Contractor may use other technical references at Contractor’s disposal, but at a minimum the Contractor shall use the following resources:

- 7.1.2.1 American National Standards Institute (ANSI),
- 7.1.2.2 American Society of Mechanical Engineers (ASME),
- 7.1.2.3 Crane Manufacturers Association of America, Inc. (CMAA)
- 7.1.2.4 Specialized Carriers & Riggers Association (SCRA)

Above standards are located here: <https://www.ansi.org/american-national-standards/ans-introduction/essential-requirements>. Where the above standards or codes conflict, the more stringent requirement shall apply.

7.2 TIMELY COMPLETION OF WORK:

The Contractor shall, when assigned an inspection or repair job, proceed diligently and rapidly to complete the work during work hours, 6:00 a.m. to 2:30 p.m. without interruption. At no time shall a Contractor leave an inspection or repair job incomplete and equipment inoperable without prior notice for approval of County Project Officer.

Response time for emergency or urgent work requests shall be as follows:

Emergency request work order – technician shall arrive on site within 4 hours;
Urgent request work order – technician shall arrive on site within 8 hours.

8.0 WORKING CONDITIONS

8.0.1 WORK HOURS:

The Contractor will be permitted access to the facilities during the hours of 6:00 a.m. to 2:30 p.m., Monday through Friday (exclusive of County-observed holidays). If other work times are required, it shall be clearly stated in the statement of work and is at the discretion of the County Project Officer to accept or reject. All Contractor personnel shall wear standard Personal Protection Equipment (PPE) at all times while performing work under this Contract to include hardhat, reflective safety vest, steel toe work shoes/boots, and eye protection. In addition, all Contractor personnel shall wear a company badge with picture identification that can be presented at the plant location entrance.

8.0.2 SCHEDULING WORK:

The Contractor may have to alter work schedules to accommodate with the operational requirements in site. The Arlington County will make all reasonable accommodations to facilitate completion of work and notify Contractor twenty-four (24) hours in advance of scheduling conflicts.

8.1 SITE PREPARATION:

The Contractor shall determine to what degree (if any) the worksite shall be altered to effectively and efficiently perform the work. The Contractor shall perform all setups to include moving of equipment, assembly and dismantling of equipment including but not limited to ladders, scaffolding, ramps, cleaning of equipment, etc. If the Contractor decides MHE pretreatment (i.e. paint/stain removal, etc.) is deemed appropriate, the Contractor shall perform the work.

Site preparation, cleaning, and setup fees shall not be a separate charge and shall be included in totality of the Contractor's estimate.

8.2 COUNTY FURNISHED PROPERTY (CFP):

The County will not provide CFP. The Contractor shall provide all equipment, materials and supplies, tools, devices ladders, platforms, scaffolding, ramps, weights, etc., as may be required to perform the work. The County's responsibilities will be limited to providing the Contractor with access to the work locations, facilities, and access to an electrical power supply.

8.3 SAFETY PRECAUTIONS:

The Contractor shall practice safety at all times to protect personnel and property of both the County and the Contractor. Where practical, loads shall be applied by use of an auxiliary hoist using dynamometers or other load-measuring devices in place of test weights.

8.3.1 Contractor Safety Standard – Before the start of any work, the Contractor shall review the County WPCB “Contractor Safety Standard” (Exhibit C). The County will enforce this “Contractor Safety Standard” and take prompt corrective action, which may include removal of Contractor’s personnel from the worksite.

9.0 CHECK-IN AT SITE AND SIGN-OFF

The Contractor’s employees shall check-in and out with the Security Guard and the County Project Officer for each time visit at the County premises. In addition, the work ticket(s) shall be validated and sign-off by the County Project Officer or designee as work performed approval and acceptance.

10. INVOICES

The County shall reimburse the Contractor for the time spent on the job only. The traveling, preparing, and estimating time shall be at the Contractor’s expense.

All work tickets shall be approved by the County Project Officer, or the designee who is in charge of the assignment before final invoices are submitted for payment. The original approved and sign-off work ticket(s) shall be attached to the invoices; including the current P.O. number and the work order number.

11. RECORD BOOK

Upon completion of the first stage of inspections, the Contractor shall submit to the County Project Officer a completed inspection record book of all MHE as listed in this solicitation:

- 11.1.1 The inspection record book shall clearly identify the MHE per the requirements of this solicitation with an authorized signature.
- 11.1.2 Each page of the record book must have a stamped in ink PASSED or FAILED indication on each page indicating inspection (PASSED or FAILED) load testing (PASSED or FAILED), hook dye testing PASSED or FAILED.
- 11.1.3 Each page must have a code deficiency, repairs required and warning labels that need to be installed.
- 11.1.4 As the repairs are made, a new page(s) shall be supplied with the invoice to be exchanged in the record book. Payment to the Contractor may be withheld until all pages are submitted.
- 11.1.5 On any equipment, hoist, or bridge cranes that the Contractor determines to be unsafe to operate, the Contractor shall install a “lockout tag-out” on the equipment. Repair quotes must be received by the County Project Officer within 24 hours. The Contractor shall be able to start repairs as soon as parts arrive. Parts shall be ordered via next-day air delivery.
- 11.1.6 Each page of the record book must have a condition code 0 to 10, 0 BEING NOT APPLICABLE, 1 BEING EXCELLENT CONDITION, 10 BEING UNSAFE.
- 11.1.7 All Runways, Bridge, Trolley, Main hoist, Aux hoist and general location shall be listed. Each page will have the customer I.D. location, equipment description, address location, date of the inspection, inspector’s name, load test date, date of the hook testing, capacity in tons, crane

manufacturer, crane model number, crane serial number, hoist manufacturer, hoist model number, hoist serial number, wire rope diameter, wire rope length, hook throat opening, and dye non-diameter test findings.

12. METHODS OF MEASURING PERFORMANCE

Performance under this contract will be measured during the term of the contract by evaluation of the following criteria:

- 12.1 Adherence to contract terms and conditions;
- 12.2 Ability to troubleshoot and resolve problems in a timely manner;
- 12.3 Maintaining accurate inspection and repair records;
- 12.4 Providing repair parts in a timely manner for all inoperable or malfunctioning equipment;
- 12.5 Adherence to established schedules, (timely completion of projects);
- 12.6 Ability to effectively supervise their employees in the field to ensure their productive use of time;
- 12.7 Mean time to response to emergency request work order within 4 hours;
- 12.8 Mean time to response to urgent request work order within 8 hours;
- 12.9 Mean time to complete emergency work within 48 hours or lock-out/tag-out unsafe equipment.

EXHIBIT B – CONTRACT PRICING

TABLE A			
	<u>Equipment Type</u>		<u>Unit Price</u>
<u>1</u>	Bridge Cranes		<u>\$550.00</u>
<u>2</u>	Monorail		<u>\$460.00</u>
<u>3</u>	Gantry		<u>\$490.00</u>
<u>4</u>	Jib Cranes		<u>\$425.00</u>
<u>5</u>	Vehicle Cranes		<u>\$570.00</u>
<u>6</u>	Portable Chain Host		<u>\$400.00</u>
<u>7</u>	Mobile Manual Lifting Devices		<u>\$490.00</u>
TABLE B			
	<u>Job Title</u>	<u>Unit</u>	<u>Unit Price</u>
<u>1</u>	Certified Technician	Hourly Rate	<u>\$134.00</u>
<u>2</u>	Helper/Apprentice	Hourly Rate	<u>\$134.00</u>
<u>3</u>	Urgent (Response within 8 Hours)	Hourly Rate	<u>\$201.00</u>
<u>4</u>	Emergency (Response within 4 hours)	Hourly Rate	<u>\$268.00</u>

EXHIBIT C

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

I hereby certify that all Konecranes, Inc. employees and subcontractors who will be working on Contract No. 22-DES-ITB-451 are fully vaccinated against COVID-19, being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

11/5/2021

Date: _____

DocuSigned by:
Signature: Tyler Hillman
EDDDB8750CC0455...

Printed Name: Tyler Hillman

Title: Business Development Representative

EXHIBIT D

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

I hereby certify that all Konecranes, Inc. employees and subcontractors working on Contract No. 22-DES-ITB-451 are fully vaccinated against COVID-19, being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____