

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

NOTICE OF CONTRACT AWARD

TO: MXI Environmental Services LLC  
26319 Old Trail Road  
Abingdon, VA 24210

DATE ISSUED: October 14, 2019  
CONTRACT NO: 20-049-ITB  
CONTRACT TITLE: Household Hazardous Waste  
Services

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**THIS IS A NOTICE OF CONTRACT AWARD AND NOT AN ORDER.  
NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER.**

Your firm is awarded the above referenced contract in accordance with the response submitted by you on September 5, 2019. The contract term covered by this Notice of Award is effective November 1, 2019 and expires on October 31, 2020.

This is the First-year award notice of a possible Five (5) year contract.

The contract documents consist of the terms and conditions of Arlington County Agreement 20-049-ITB, including any exhibits, attachments or amendments thereto.

**CONTRACT PRICING:**

1. REFER TO ARLINGTON COUNTY AGREEMENT NO. 20-049-ITB,

**ATTACHMENT/S:**

ARLINGTON COUNTY AGREEMENT NO. 20-049-ITB

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** Peggy Snead

**TELEPHONE NO:** (276) 628-6636 ext. 203

**EMAIL ADDRESS:** [peggys@mxiinc.com](mailto:peggys@mxiinc.com)

**COUNTY CONTACT:** Emmanuel Nocon

**TELEPHONE NO:** (703) 228-6762

**EMAIL ADDRESS:** [enocon@arlingtonva.us](mailto:enocon@arlingtonva.us)

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**Purchasing Division Authorization**

*Tomoka Price*

Title Procurement Officer

Date **October 23, 2019**

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

**AGREEMENT AND CONTRACT TERMS AND CONDITIONS**

**AGREEMENT NO. 20-049-ITB**

THIS AGREEMENT is made, on the date of execution by the County, between MXI Environmental Services LLC, 26319 Old Trail Road, Abingdon, VA 24210 ("Contractor") a New Jersey limited liability company 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. 20-049-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 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 household hazardous material transportation and disposal services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on November 1, 2019 and must be completed no later than October 31, 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 November 1, 2020 to October 31, 2024 (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. 20-049-ITB 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 October 31, 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 August 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.

**7. ADDITIONAL SERVICES**

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

**8. 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 forty-five (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.

**9. 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.

**10. 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.

**11. 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.

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

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

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

**13. 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.

**14. DAMAGE TO PROPERTY**

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

**15. CLEANING UP**

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting

from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

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

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

**17. OSHA REQUIREMENTS**

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

**18. HAZARDOUS MATERIALS**

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

**19. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL**

The County and the Contractor shall be listed as co-generators of all materials collected and disposed pursuant to the terms of this Agreement. The Contractor assumes all duties of waste generators pursuant to RCRA, and/or any other federal, state or local laws and regulations pertaining to hazardous waste, 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 appropriate U.S. EPA regional office, within forty-five (45) days, if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

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

## **20. SAFETY**

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

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

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

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

## **21. FAILURE TO DELIVER**

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

**22. UNSATISFACTORY WORK**

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

**23. LIQUIDATED DAMAGES FOR FAILURE MISSED OR IMCOMPLETE COLLECTIONS**

The County specifies that time of service is of the essence under this Agreement. The County and Contractor agree that damages for failure to complete work within the timeframes specified in this Agreement are not susceptible to exact determination. Therefore, if the Contractor fails to package and transport the full quantity of HHM, P-GW, and/or VSQG materials for final disposition within five (5) days after initial contact by the County, the Contractor shall pay the County, on demand, liquidated damages in the amount of five hundred dollars (\$500) per occurrence. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement that such liquidated damages are void as penalties or are not reasonably related to actual damages. These liquidated damages shall not preclude other remedies that the County may have under this Agreement or by law.

**24. PROJECT STAFF**

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

**25. SUPERVISION BY CONTRACTOR**

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

**26. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**27. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

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

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

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

**29. TERMINATION**

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

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

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

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

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

- 1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor



must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

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

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

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

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

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

**30. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

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

**31. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**32. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**33. OWNERSHIP AND RETURN OF RECORDS**

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and

must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

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

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

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

**34. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**35. ETHICS IN PUBLIC CONTRACTING**

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

**36. COUNTY EMPLOYEES**

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

**37. FORCE MAJEURE**

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

**38. AUTHORITY TO TRANSACT BUSINESS**

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

**39. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**40. ANTITRUST**

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

**41. REPORT STANDARDS**

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

**42. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**43. ASSIGNMENT**

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

**44. AMENDMENTS**

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

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

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

**46. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the

County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

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

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

**48. ARBITRATION**

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

**49. NONEXCLUSIVITY OF REMEDIES**

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

**50. NO WAIVER**

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

**51. SEVERABILITY**

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

**52. NO WAIVER OF SOVEREIGN IMMUNITY**

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

**53. ATTORNEY'S FEES**

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

**54. SURVIVAL OF TERMS**

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

**55. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**56. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**57. NOTICES**

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

**TO THE CONTRACTOR:**

Peggy Snead  
MXI Environmental Services LLC  
26319 Old Trail Road  
Abingdon, VA 24210  
Email: [peggys@mxiinc.com](mailto:peggys@mxiinc.com)

**TO THE COUNTY:**

Emmanuel Nocon, Project Officer  
DES – Solid Waste  
4300 29th Street S  
Arlington, VA 22206  
Email: [enocon@arlingtonva.us](mailto:enocon@arlingtonva.us)

AND

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

**58. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**59. 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.

**60. ADA COMPLIANCE**

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

MXI ENVIRONMENTAL SERVICES LLC

AUTHORIZED SIGNATURE: Tomoka Price

AUTHORIZED SIGNATURE: Ronald Potter

NAME TOMEKA PRICE  
TITLE: PROCUREMENT OFFICER

NAME Ronald Potter  
TITLE: Managing Member

DATE: October 23, 2019

DATE: 10/23/2019

## INSURANCE REQUIREMENTS

### 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 Addendum 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.

#### 2.1.5 Contractors Pollution Liability (CPL) Policy

- i. Minimum liability limits required shall be \$1,000,000 Per Loss and \$2,000,000 Total All Losses, including, but not limited to, property damage, bodily injury, loss of use, and cleanup costs.
- ii. Limits must be dedicated to work performed under this Contract only, unless prior approval by the Arlington County Risk Manager has been obtained. The policy of insurance shall contain or be endorsed to include the following:
  - a. Pollution coverage as respects asbestos, lead, VOC and PCB's.
  - b. "Covered Operations" designated by the CPL policy must specifically include all work performed under this contract. (This would include and not be limited to excavation, off-site incineration of soils, demolition, asbestos abatement, drum removal and disposal, in-situ vapor extraction, etc.) and exclusions or limitations affecting work performed under this contract must be deleted. (i.e., lead, asbestos, pollution, testing, underground storage tanks, radioactive matter, etc.)
  - c. Contractor must comply with all applicable DOT and EPA requirements.
  - d. Premises/Operations.
  - e. Broad form property damage.
  - f. Products/Completed Operations coverage for a minimum of five (5) years after Final Payment.
  - g. Contractual liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
  - h. Cross liability/severability of interest.
  - i. The scope of work and all related activities under this Contract shall be scheduled as "Covered Operations" under this policy.
  - j. Coverage is included on behalf of the insured for covered claims arising out of the actions of independent contractors. If insured is utilizing subcontractors, the CPL policy must use "By or On behalf of" language with regards to coverage.
  - k. Loading and unloading exclusions must be amended so as to include coverage for mobile equipment and automobiles.

#### 2.1.6 Asbestos and Lead Based Paint Abatement Projects

- i. Minimum Liability Limits shall be \$1,000,000 Per Occurrence and \$2,000,000 Aggregate. Limits must be dedicated to work performed under this Contract only, unless otherwise approved by the Arlington County Risk Manager. The policy shall be written with a minimum annual aggregate combined single limit for Bodily Injury and Property Damage as shown on the Insurance Checklist. This limit can be inclusive of defense costs.
- ii. The policy of insurance shall contain or be endorsed to include the following:

- a. Coverage for Asbestos/Lead-Based Paint Abatement operations as described in the contract. Specific lead endorsement evidencing this project must be provided, if applicable.
- b. Pollution coverage as respects Asbestos/Lead-Based Paint for all phases of the abatement process.
- c. Transportation coverage for the hauling of ACM/Lead-Based Paint from the project site to the final disposal location, as evidenced by the contractor or applicable waste hauler. Contractor must comply with all applicable D.O.T. regulations.
- d. Premises/Operations.
- e. Broad Form Property Damage.
- f. Products/Completed Operations coverage for a minimum of five (5) years after project completion.
- g. Contractual Liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- h. Cross Liability. Any "Insured vs. Insured" – type language must be deleted or amended to "Named Insured vs. Named Insured."
- i. The policy shall not exclude Asbestos/Lead Based Paint bodily injury to employees of Arlington County so long as their designated job duties do not require them to be in the regulated asbestos/lead based paint abatement area.
- j. If the policy or any endorsement contains a provision which limits or eliminates bodily injury or property damage coverage based on final air fiber clearance levels, the policy shall be modified so that it is consistent with the clearing level (FCC) and the appropriate analytical testing protocol contained in the project specifications.
- k. Personal Injury.
- l. Independent Contractors.
- m. Hostile fire coverage is to be provided.

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.

## SCOPE OF SERVICES

The Contractor shall provide a safe means of recycling and/or disposal of collected household hazardous materials, accumulated Water Pollution Control Plant generated wastes, and hazardous wastes received by very small quantity generators on an as needed basis, for up to a five-year period.

### **1. BACKGROUND INFORMATION**

#### **1.1 HOUSEHOLD HAZARDOUS MATERIALS PROGRAM**

The County manages a Household Hazardous Materials (HHM) Program through which various household wastes are accepted from county residents for proper disposal or recycling. Arlington's HHM Program involves:

- County staff operating a year-round permanent HHM collection facility located on the grounds of the Water Pollution Control Plant, located at 530 South 31<sup>st</sup> Street; and
- conducting two (2) semiannual Environmental Collection and Recycling Events (E-CARE) held at a location(s) deemed suitable by the County.

The County's HHM Program continues to experience consistent year-to-year growth. In FY19, over 10,500 residents dropped off approximately 196 tons of HHM.

Household wastes collected by the HHM Program include products used in the home containing hazardous substances that require special management because of their hazardous characteristics. These materials, which require contractor pick-up for proper disposal or recycling, typically exhibit characteristics of ignitability, corrosivity, reactivity, and/or toxicity, as defined under the Resource Conservation and Recovery Act (RCRA) and ship off-site in quantities regulated by the U.S. Department of Transportation (USDOT). Products accepted by the HHM program include but are not limited to: paint, household cleaners; pesticides (including insecticides, herbicides and fungicides); home repair and remodeling products; and automotive products.

The HHM Program does not accept explosives, ammunition, asbestos containing materials, medical and pharmaceutical wastes, and radioactive materials. Also, commercial and business wastes are not currently accepted. However, in the future the County may establish a very small quantity generator program to serve participating businesses who qualify for these services (see Section 2.3).

#### **1.2 PLANT-GENERATED WASTE PROGRAM**

The Water Pollution Control Bureau's (WPCB), located at 3402 South Glebe Road, generates small quantities of hazardous waste (HW) and universal waste (UW), which are managed through the Plant-Generated Waste (P-GW) Program.

The County is a "very small quantity generator" under RCRA, which requires plant-generated HW to be periodically manifested and shipped off-site to a permitted treatment, storage, and disposal facility (TSDF), including UW shipped for recycling. Typical HW generated by the WPCB includes RCRA characteristic wastes and, on occasion, RCRA listed wastes from laboratory operations. In addition, RCRA non-regulated wastes determined by the County as inappropriate for the County's municipal waste stream are accumulated and periodically shipped off-site as PG-W for disposal or recycling.

The County maintains an Environmental Management System (EMS), Spill Prevention Control and Countermeasure Plan (SPCCP) and Hazardous Materials Management Plan (HMMP). Pursuant to County contingency planning, emergency responses to spills generating clean-up materials and spill

debris are managed through the P-GW Program. Chemicals typically stored and used at County facilities are methanol, sodium hypochlorite, ferric chloride, sodium bisulfite, phosphoric acid, hydrochloric acid, and sulfuric acid.

1.3 VERY SMALL QUANTITY GENERATOR PROGRAM

The County may establish a Very Small Quantity Generator (VSQG) Program for voluntary participating local area businesses and other county agencies who qualify for these services. The goal of the VSQG Program is to provide new, value-added services for the community; one that promotes recycling and/or proper disposal of several targeted end-of-life products and unwanted materials containing hazardous ingredients.

1.4 MATERIALS MANAGEMENT PREFERENCE

The County's preferred method for final disposition of materials collected through the programs described above and shipped off-site is that which is highest on the waste management hierarchy (i.e., reuse, recycling, resource and energy recovery, treatment, incineration, and landfill).

2. WORK REQUIREMENTS

2.1 The Contractor shall provide all materials, labor, loading, transporting, permits, manifests, insurance, bonds, expert technical assistance and any other items necessary to accomplish the work specified herein, except the County shall provide certain facilities and personnel as specified herein. The Contractor shall perform all work under this Agreement in accordance with all applicable federal, state, and local laws and regulations, including, but not limited to, RCRA, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), applicable U.S. Environmental Protection Agency (EPA), USDOT and Occupational Safety and Health Administration (OSHA) regulations, and applicable state and local regulations (including Commonwealth of Virginia, Department of Environmental Quality Hazardous Waste Management Regulations).

2.2 Services shall include packaging, transportation, and disposal of materials including household hazardous materials, hazardous wastes, universal wastes, non-RCRA regulated wastes, and other regulated wastes for proper disposal and/or recycling.

The Contractor shall, upon request from the County, package, pick-up, and transport collected materials from the HHM, P-GW, and/or VSQG programs to a permitted TSDF and/or recycling facility. The Contractor shall perform waste identification/characterization, sorting and segregation, lab packing and bulking, and other hazardous waste disposal services to the County on an "as needed" basis. Services under this contract shall also include: providing waste material profiles for identified waste streams; written protocols for packing/bulking/shipping of profiled waste; manifest preparation and management; labeling and placarding for transportation; management of disposal/recycling certificates; status reports (as requested); site safety plans; and test results conducted by the Contractor or disposal/recycling firms for HHM, P-GW, and VSQG materials as necessary. The Contractor shall also be capable of providing disposal of materials collected during an emergency clean-up response for the County in the event of a large quantity (5000 gallons or greater) chemical spill.

2.3 The Contractor shall package and transport HHM, P-GW, and/or VSQG materials for final disposition no later than five (5) days after initial contact by the County, unless a fixed schedule for routine pick-up or a specified time and date in the case of an emergency clean-up response is mutually agreed to by the County and the Contractor. For E-CARE services, the Contractor shall have the designated event site prepared to receive vehicle traffic 15 minutes before the event is open to the public as

advertised on the day of the scheduled event.

- 2.4 The Contractor shall check and verify final packaging, labeling, and inventory; load; transport; and recycle and/or dispose of generated waste. The Contractor shall provide Certificates of Recycle/Disposal. All materials shall be removed from the grounds of the County and from the designated site(s) selected for E-CARE immediately after completion of the packaging and preparation of the manifest, unless an alternate removal timeframe is mutually agreed to by the County and the Contractor. The County reserves the right to stop packaging and/or movement of the materials if the work is not being accomplished in accordance to the requirements set herein.
- 2.5 The County reserves the right to request that the Contractor pick-up and dispose of waste generated at other County facilities according to the requirements set forth herein. When logistically possible, the County will schedule packaging and pick-up of HHM, P-GW, and/or VSQG materials from multiple County facilities to coincide with one another in order to maximize material loads for greatest cost efficiency.
- 2.6 The County may identify and/or characterize hazardous materials at its own expense, or it may request that the Contractor identify and characterize materials pursuant to the terms of this Agreement. Sample analysis, when required, shall be performed by a laboratory that maintains a Quality Assurance (QA) and Quality Control (QC) program accepted by State and Federal agencies for the materials and constituents analyzed. Additional waste characterization testing beyond that required to comply with applicable law or satisfy the obligations of this Agreement shall be at the Contractor's sole expense. The County may request other testing services beyond the scope of material identification and/or characterization set forth in this Agreement. Such additional testing shall be at the County's sole expense pursuant to the fees established in this Agreement or by mutual agreement by the Contractor and the County.
- 2.7 The Contractor shall furnish all qualified personnel, transportation, tools, materials, supplies, equipment, labels, warning signs, and personal protective equipment required for adequate protection of materials, the environment, and staff during packaging, transportation and disposal/recycling activities. All such requirements must be in compliance with USEPA, USDOT, OSHA and all other applicable regulatory requirements.
- 2.8 The Contractor shall use proper, appropriately sized containers to minimize the costs to the County under this Agreement.
- 2.9 The Contractor shall recycle, dispose, process and/or destroy materials only at a facility authorized to process and/or dispose of such materials by the state in which the facility is located or, where applicable, by federal regulation.
- 2.10 All wastes shall be transported, accumulated, stored, recycled, treated, destroyed or disposed of within the United States, unless an alternate means for final disposition has been documented and is mutually agreed to by the County and the Contractor.
- 2.11 The Contractor shall ensure that the items will be processed and/or disposed of in a manner consistent with the applicable facility's permit(s). The Contractor shall remit to the County signed waste manifests and/or certificates of recycling from the final facility(s) within thirty-five (35) days of material pick-up and transport off-site.

- 2.12 The Contractor is solely responsible for any and all spills or leaks occurring during the performance of requirements set herein resulting from or contributed to by the action of its agents, employees, or subcontractors. The Contractor agrees to clean such spills or leaks to the satisfaction of the County and in a manner that complies with applicable federal, state and local laws, statutes, regulations, and requirements. The Contractor shall be solely responsible for all costs associated with any such cleanup and/or response actions.
- 2.13 The Contractor shall report all such spills or leaks of HHM, PG-W, or VSQG wastes shipped from the County meeting the reportable quantity thresholds specified in the USDOT and/or USEPA regulations to the County immediately upon discovery. A written follow-up report shall be submitted to the County no later than two business days after the initial notification.
- 2.14 The Contractor shall possess all permits required by federal, state, local and other regulatory authorities to engage in hazardous, non-regulated, and regulated waste disposal and recycling services. The Contractor shall have, at a minimum, a current USEPA ID number, USDOT Hazardous Materials Registration (if applicable) and a Virginia Hazardous Waste Transporter Permit Number. The County reserves the right to approve and/or audit the Contractor's transporters and/or final disposal and/or recycling facility locations. If the County determines that a Contractor's transporter or final disposal and/or recycling facility location is not in the best interest of the County, a mutually agreeable alternative may be selected.
- 2.15 The County reserves the right to manage any HHM and/or P-GW material that has been identified, characterized, and/or profiled for final disposition through an alternative(s) means, other than the waste management process, methods, and/or technologies made available by the Contractor if determined in the best interest of the County.

### **3. ESTIMATED QUANTITIES**

The County reserves the right to add or delete materials types and increase or decrease material amounts and pick-up frequencies in accordance to the requirements set forth herein.

- 3.1 Attachment A shows an average estimate of HHM and P-GW material types and quantities managed during a routine, scheduled "pack and ship" in their respective size-containers. The County estimates that ten (10) HHM Program pick-ups will be required each contract year for HHM collected at the permanent storage facility. P-GW Program pick-ups will coincide with scheduled HHM Program pick-ups, when reasonably possible. The Contractor shall submit a cost proposal for a routine HHM and P-GW pack and ship as indicated in the material management scenario in Attachment A.
- 3.2 The Contractor shall also provide disposal/recycling services and on-site staff support as necessary to ensure HHM collection event safety and success for two (2) E-CAREs held off-site from the grounds of the WPCB each year. The County reserves the right to increase or decrease the annual frequency of these special off-site collection events as the County determines in the best interest of the County. The Contractor shall submit a cost proposal for an off-site collection event as indicated in the material management scenario for a typical E-CARE as depicted in Attachment A.



ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-049-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 "20-049-ITB, "HHW Collection & Disposal".

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 5, 2019

FOR PROVIDING HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

SUBTOTAL OF SECTION 1: \$ 15,149.00  
SUBTOTAL OF SECTION 2: \$ 1070.00  
SUBTOTAL OF SECTION 3: \$ 47971.00

GRAND TOTAL OF SECTIONS 1-3: \$ 64190.00

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)* MXI Environmental Services LLC

AUTHORIZED SIGNATURE: *Ronald Potter*

PRINT NAME AND TITLE: Ronald Potter, Managing Member

ADDRESS: 26319 Old Trail Road

CITY/STATE/ZIP: Abingdon VA 24210

TELEPHONE NO.: 276-628-6636 E-MAIL ADDRESS: peggys@mxiiinc.com

THIS ENTITY IS INCORPORATED IN: New Jersey

THIS ENTITY IS A: CORPORATION  LIMITED PARTNERSHIP   
*(check the applicable option)* 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:

T024242-2

*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.*

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

13-663-3265

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: 10/3/2019 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: Peggy Snead

ADDRESS: 26319 Old Trail Road  
Abingdon VA 24210

E-MAIL: peggys@mxinc.com

**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
  - X\_b. Asbestos Removal Liability ..... \$2 Million per occurrence/claim
  - c. Medical Malpractice ..... \$1 Million per occurrence/claim
  - d. Medical Professional Liability ..... \$ Limits as set forth in Virginia Code 8.01.581.15
- 15. Miscellaneous E&O ..... \$1 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90) ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance ..... \$ \_\_\_\_\_
- 21. Moving and Rigging Floater ..... Endorsement to CGL
- 22. Crime and Employee Dishonesty Coverage ..... \$ \_\_\_\_\_
- 23. Builder's Risk ..... Provide Coverage in the full amount of Contract, including any amendments
- 24. XCU Coverage ..... Endorsement to CGI
- 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: Hub International

AUTH. SIGNATURE: [Signature]

**BIDDER'S STATEMENT:**

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

BIDDER NAME: Ronald Potter, Managing Member

AUTH SIGNATURE: [Signature]

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 20-049-ITB

ADDENDUM NO. 1

Arlington County Invitation to Bid No. 20-049-ITB for Household Hazardous Waste Services is amended as follows:

**Reference Bid Due Date:** Change to: BIDS WILL BE OPENED AT 1:00 P.M., ON OCTOBER 14, 2019 EASTERN STANDARD TIME (EST).

**Reference Attachment A –Pricing Sheet:** Replace Attachment A –Pricing Sheet in its entirety with the attached Revised Attachment A –Pricing Sheet. Bid response **Must** be on the “Revised Attachment A –Pricing Sheet”.

The following clarifications are made as a result of vendor inquiries and Pre-Bid Meeting Notes:

1. Page 32. Bid Form states “Bids will be opened at 2pm on September 5, 2019. When is the official bid opening?”

Answer: BIDS WILL BE OPENED AT 1:00 P.M., ON OCTOBER 14, 2019 EASTERN STANDARD TIME (EST).

2. Is the current contract pricing/contractor available to review? Can you please provide a copy of the current pricing?

Answer: Yes, link to Contract 521-12 can be found on the Purchasing Division page under “View Contract Award Notices provided below.

<https://budget.arlingtonva.us/purchasing/>

3. Crushed fluorescent lamps listed for the P-GW Program are shown shipped as Universal Waste. Does this comply with the new Virginia requirements? What disposal/recycling facility is the drum of crushed lamps going to?

Answer: Yes, this comply with the new Virginia requirements. Mercury Solutions is the disposal/recycling facility that the drum of crushed lamps is going to.

4. Lithium Ion Batteries listed for the E-Care collection shows being shipped in 55-gallon drum. 49 CFR § 173.185 (c) (1) (vi) states that unless packed in equipment lithium ion battery containers must weigh less than 66 lbs. Can we verify this is correct and the estimated weight of the drum?

Answer: These are shipped in 5-gallon drums. See “Revised Attachment A”.

5. How many contractor personnel are required for E-Care collection days?

Answer: Historically, E-Care has required a total of 50 people. Approximately 35 of the people are supplied by the contractor, with the remainder supplied by the County. However, bidders will be responsible for determining the number of personnel they need in order to provide the E-Care services detailed in the contract.

**6. What are the average number of cars for an E-Care collection day?**

Answer: Approximately 1,400 cars during a 6.5-hour collection event.

**7. Is labor, mobilization and packaging materials to be included in the disposal pricing? Or are these charges to be listed separately?**

Answer: Labor and transportation should be listed separately. Packaging materials are consumables.

**8. Who is the current contract holder?**

Answer: MXI Environmental Services, LLC

**9. What operations do the county staff perform?**

Answer: County staff collect, sort, segregate, store and accumulate HHM. Staff also bulks, consolidates, and packages HHM prior to transport off-site.

**10. Are they only collecting the materials? Do they also do the packaging and consolidating waste or are they simply placing the material into storage lockers?**

Answer: County staff collect, sort, segregate, store and accumulate HHM. Staff also bulks, consolidates, and packages HHM prior to transport off-site.

**11. How often is the contractor on site to package, load and transport materials collected by County Staff for the HHM Program? Plant-Generated Waste Program?**

Answer: There is typically 4-5 weeks between scheduled pick-ups dependent on the types and quantities of materials dropped off by residents. Plant-generated wastes are usually shipped with scheduled HHM pick-ups.

**12. How much staffing does your current vendor provide to manage the HHM material?**

Answer: Current vendor provides necessary staff typically between 4-5.

**13. Can pricing line items for supplies or labor be added to the pricing page?**

Answer: A pricing line for labor has been added to the bid documents. Supplies are considered consumables. See "Revised Attachment A"

**14. Can we offer alternative packaging options?**

Answer: Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive. Such bids will, however, be examined and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

**15. Are E-Care events currently held?**

Answer: Yes. They are currently held biannually.

16. Can we add a site set-up fee to the E-Care Pricing? Plant-Generated Waste, even though the site is a VSQG any hazardous waste shipping off site would be required to ship on a hazardous waste manifest, thus incurring additional charges from the EPA. Can we add a pricing line for the e-manifest fee?

Answer: No. All such fees should be incorporated into your pricing.

17. Are contract terms, specifically the Liquidated Damages and Insurance Requirements/language negotiable?

Answer: No. A bid must conform to the terms and conditions of this solicitation and may not contain alternate terms and conditions.

The balance of the solicitation remains unchanged.

#### **Pre-Bid Conference Meeting Notes**

- Started @ 11:00 am.
- One (1) vendor, and four (4) Arlington County Government employees were in attendance.
- Tomeka Price, Procurement Officer, reviewed the Invitation to Bid (ITB) 20-049-ITB with emphasis on requirements and submission deadlines.
  - Questions must be direct to Tomeka Price via email at [tprice@arlingtonva.us](mailto:tprice@arlingtonva.us) on or before 3:00 p.m. EST on September 27, 2019.
  - All bid submissions must be received in the Office of the Bid Clerk on or before 2:00 p.m. on October 11, 2019. Each Bidder must submit one (1) original longhand and one (1) Flash drive.
- Tomeka Price turned over the meeting to Adam Riedel for review of Scope of Work. Adam explained the project and highlighted the work to be done.
- Once Adam completed the overview of Scope of Work, Tomeka Price asked if there were any questions.
- Meeting was adjourned.
- Sign-in sheet attached below.

Arlington County, Virginia

Tomeka Price, VCA  
Procurement Officer  
[tprice@arlingtonva.us](mailto:tprice@arlingtonva.us)

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

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 1.

FIRM NAME: MXI Environmental Services LLC

AUTHORIZED  
SIGNATURE:

Ronald Patten

DATE: 10/10/2019





Revised Attachment A – Pricing Sheet

Section 1: HHM Program – For Shipment Off-site.

DESCRIPTION	EST. QTY	SIZE CONTAINER	UNIT COST	EXTENDED COST
Aerosols, flammable (2.1, UN1950, III)	6	55-gal drum	\$ 178.00	\$ 1068.00
Aerosols, toxic (2.2, UN1950, III)	2	55-gal drum	\$ 178.00	\$ 356.00
Antifreeze, spent	2	55-gal drum	\$ 131.00	\$ 262.00
Combustible slop (3, UN1993, III)	1	55-gal drum	\$ 151.00	\$ 151.00
Compact fluorescent lamps	2	55-gal drum	\$ 178.00	\$ 356.00
Corrosive liquids, acidic, inorganic (8, UN3264, II)	1	55-gal drum	\$ 198.00	\$ 198.00
Corrosive liquids, acidic, organic (8, UN3265, II)	1	5-gal drum	\$ 95.00	\$ 95.00
Corrosive liquids, basic, inorganic (8, UN3266, II)	2	55-gal drum	\$ 198.00	\$ 396.00
Corrosive liquids, basic, organic (8, UN3267, II)	1	5-gal drum	\$ 95.00	\$ 95.00
Fire extinguishers (2.2, UN1044)	1830	misc size cyl	\$ no charge	\$ no charge
Fluorescent lamps, misc. shaped	2	55-gal drum	\$ 178.00	\$ 356.00
Flammable liquids (3, UN1993, II)	4	55-gal drum	\$ 151.00	\$ 604.00
Flammable solids (4.1, UN1325, II)	2	55-gal drum	\$ 367.00	\$ 734.00
Household batteries, lithium, (9, UN3090, II)	1	5-gal drum	\$ 127.00	\$ 127.00
Household batteries, lithium-ion, (9, UN3480, II)	2	5-gal drum	\$ 127.00	\$ 254.00
Household batteries, nickel cadmium, (8, UN3028, III)	2	5-gal drum	\$ 127.00	\$ 254.00
Latex paint in cans	28	cu yd box	\$ 171.00	\$ 4788.00
Latex paint (bulked)	3	55-gal drum	\$ 144.00	\$ 432.00
Mercury contained in manufactured articles (8, UN2809, III)	1	5-gal drum	\$ 127.00	\$ 127.00
Motor oil, used	1	275-gal tote	\$ 191.00	\$ 191.00
Non-TSCA ballasts	1	5-gal drum	\$ 95.00	\$ 95.00
Non-regulated cleaners	2	55-gal drum	\$ 198.00	\$ 396.00
Oil-based paint in cans (3, UN1263, III)	4	cu yd box	\$ 256.00	\$ 1024.00
Oxidizing solid (5.1, UN1479, II)	1	55-gal drum	\$ 434.00	\$ 434.00
Pesticide liquids, toxic (6.1, UN2902, II)	4	55-gal drum	\$ 245.00	\$ 980.00
Pesticide solids, toxic (6.1, UN2588, II)	4	55-gal drum	\$ 266.00	\$ 1064.00
Petroleum gas, liquefied (2.1, UN1075)	12	20-lb tank	\$ 6.00	\$ 72.00
Propane (2.1, UN1978)	80	1-lb canister	\$ 3.00	\$ 240.00
			Labor	\$ 0

TRANSPORTATION TO PICK UP AND DELIVER TO DISPOSAL FACILITY	\$ 0
<b>Subtotal of Section 1</b>	<b>\$ 15149.00</b>

Section 2: P-GW Program – For shipment off-site

DESCRIPTION	EST. QTY	SIZE CONTAINER	UNIT COST	EXTENDED COST
Phenol solution (6.1, UN2821, II)	2	5-gal drum	\$ 85.00	\$ 170.00
Sodium bisulfate (spill pads), inorganic (6.1, UN3288, III)	1	30-gal drum	\$ 175.00	\$ 175.00
Fluorescent lamps, crushed (universal waste)	1	55-gal drum	\$ 250.00	\$ 250.00
Waste aerosols, D001 (2.1, UN1950, III)	1	55-gal drum	\$ 225.00	\$ 225.00
Waste corrosive liquid, toxic (D002, D009)	1	5-gal drum	\$ 125.00	\$ 125.00
Waste toxic solid, D006 (6.1, UN3288, II)	1	5-gal drum	\$ 125.00	\$ 125.00
Labor				\$ 0
TRANSPORTATION TO PICK UP AND DELIVER TO DISPOSAL FACILITY				\$ 0
<b>Subtotal of Section 2</b>				<b>\$ 1070.00</b>

Section 3: Material Management for a Semi-annual Environmental Collection and Recycling Event (E-CARE)

DESCRIPTION	QTY	SIZE CONTAINER	UNIT COST	EXTENDED COST
Antifreeze, spent	3	55-gal drum	\$ 144.00	\$ 432.00
Aerosols, flammable (2.1, UN1950, III)	20	55-gal drum	\$ 200.00	\$ 4000.00
Aerosols, toxic (2.2, UN1950, III)	3	55-gal drum	\$ 191.00	\$ 573.00
Corrosive liquid, acidic, inorganic (8, UN3264, II)	2	55-gal drum	\$ 212.00	\$ 424.00
Corrosive liquid, acidic, organic (8, UN3265, II)	1	5-gal drum	\$ 171.00	\$ 171.00
Corrosive liquid, basic, inorganic (8, UN3266, II)	7	55-gal drum	\$ 212.00	\$ 1484.00
Corrosive solid, acidic, inorganic (8, UN3260, II)	1	55-gal drum	\$ 212.00	\$ 212.00
Corrosive solid, basic, inorganic (8, UN3262, II)	3	55-gal drum	\$ 178.00	\$ 534.00
Fire extinguishers (2.2, UN1044)	175	misc size	\$ 5.00 each	\$ 875.00
Fluorescent lamps, tubes	4000	linear feet	\$ 0.40	\$ 1600.00
Fluorescent lamps, compact, misc. shaped	2	55-gal drum	\$ 178.00	\$ 356.00
Flammable liquids (3, UN1993, II)	4	55-gal drum	\$ 164.00	\$ 656.00
Flammable solids, organic (4.1, UN1325, II)	2	55-gal drum	\$ 380.00	\$ 760.00
Household batteries, lithium, (9, UN3090, II)	1	5-gal drum	\$ 245.00	\$ 245.00

DESCRIPTION	QTY	SIZE CONTAINER	UNIT COST	EXTENDED COST
Household batteries, lithium-ion, (9, UN3480, II)	1	5-gal drum	\$ 125.00	\$ 125.00
Household batteries, ni-cad (8, UN3028, III)	1	55-gal drum	\$212.00	\$212.00
Lead-acid batteries, wet filled (8, UN2794, III) - 25 total	1	Cw pallet	\$ 106.00	\$ 106.00
Latex paint in cans	40	cu yd box	\$ 184.00	\$7360.00
Mercury contained in manufactured articles (8, UN2809, III)	1	55-gal drum	\$ 515.00	\$ 515.00
Motor oil, used	5	55-gal drum	\$144.00	\$720.00
Oil-based paint in cans (3, UN1263, III)	25	cu yd box	\$ 132.00	\$3300.00
Organic peroxide (5.2, UN3107, II)	1	5-gal drum	\$204.00	\$204.00
Oxidizing liquid (5.1, UN3139, II)	2	55-gal drum	\$313.00	\$626.00
Oxidizing solid (5.1, UN1479, II)	2	55-gal drum	\$448.00	\$896.00
Paint related material (3, UN1263, II)	30	cu yd box	\$ 300.00	\$9000.00
Pesticide liquids, toxic (6.1, UN2902, II)	24	55-gal drum	\$250.00	\$6000.00
Pesticide solids, toxic (6.1, UN2588, II)	16	cu yd box	\$279.00	\$4464.00
Petroleum gas, liquefied (2.1, UN1075)	25	20-lb tank	\$8.00 each	\$200.00
Propane (2.1, UN1978)	200	1-lb canister	\$4.00 each	\$800.00
Toxic liquid, organic (6.1, UN2810, II)	1	5-gal drum	\$78.00	\$78.00
Toxic solids, organic (6.1, UN2811, II)	3	55-gal drum	\$269.00	\$807.00
Toxic solid, inorganic (6.1, UN3288, II)	1	55-gal drum	\$236.00	\$236.00
			Labor	\$0
			TRANSPORTATION TO PICK UP AND DELIVER TO DISPOSAL FACILITY	\$0
			<b>Subtotal for Section 3</b>	<b>\$ 47971.00</b>

FOR INFORMATIONAL PURPOSES, the Contractor shall complete Sections I & II below.

I. Waste Management Options and Final Facilities to be used

**HHM Program**

<u>HHM Types Collected</u>		<u>Waste Mgt Option</u> (disposal or recycle)	<u>Final Facility</u>	<u>Final Disposition</u> (process, method or technology)
Aerosols (flammable/toxic)		disposal	MXI Environmental Services LLC	Fuel Blend
Asbestos		disposal	MXI Environmental Services LLC	landfill
Cleaners (assorted)		disposal	MXI Environmental Services LLC	Treatment
Compressed gases (misc)		Recycle	MXI Environmental Services LLC	Recycle
Corrosive liquids	Acidic (inorg/org)	disposal	MXI Environmental Services LLC	Treatment
	Basic (inorg/org)	disposal	MXI Environmental Services LLC	Treatment
Corrosive solids (acidic/basic)		disposal	MXI Environmental Services LLC	Treatment
Fire extinguishers		Recycle	MXI Environmental Services LLC	Recycle
Flammable lab pack		disposal	MXI Environmental Services LLC	Fuel Blend
Flammable liquids (bulk, combustible/slop)		disposal	MXI Environmental Services LLC	Fuel Blend
Flammable solids (inorg/org)		disposal	MXI Environmental Services LLC	Incineration
Fluorescent lamps (misc shaped)		Recycle	MXI Environmental Services LLC	Recycle
Household batteries	Alkaline	disposal	MXI Environmental Services LLC	landfill
	Lead-acid	Recycle	MXI Environmental Services LLC	Recycle
	Lithium / Li-ion	Recycle	MXI Environmental Services LLC	Recycle
	Ni-cad / NiMH	Recycle	MXI Environmental Services LLC	Recycle
Latex paint	Bulked	Recycle	MXI Environmental Services LLC	Recycle
	In cans	Recycle	MXI Environmental Services LLC	Recycle
Lead		Recycle	MXI Environmental Services LLC	Recycle
Light ballasts	Non-TOSCA	Recycle	MXI Environmental Services LLC	Recycle
	PCB containing	disposal	MXI Environmental Services LLC	Incineration
Mercury (IMA) and mercury debris		disposal	MXI Environmental Services LLC	Retort
Oil-based paint (in cans)		disposal	MXI Environmental Services LLC	Fuel Blend
Organic peroxide		disposal	MXI Environmental Services LLC	Incineration
Oxidizing material (liquid/solid)		disposal	MXI Environmental Services LLC	Incineration
Pesticides	Toxic liquids	disposal	MXI Environmental Services LLC	Incineration
	Toxic solids	disposal	MXI Environmental Services LLC	Incineration

<u>HHM Types Collected</u>	<u>Waste Mgt Option</u> (disposal or recycle)	<u>Final Facility</u>	<u>Final Disposition</u> (process, method or technology)
Propane (in tanks/cylinders)	Recycle	MXI Environmental Services LLC	Recycle
Spent antifreeze	Recycle	MXI Environmental Services LLC	Recycle
Toxic liquid (inorg/org)	disposal	EEI/ACV	Incineration
Used oil	Recycle	MXI Environmental Services LLC	Recycle

**P-GW Program**

<u>P-GW Types Generated</u>		<u>Waste Mgt Option</u> (disposal or recycle)	<u>Final Facility</u>	<u>Final Disposition</u> (process, method or technology)
Laboratory wastes	Acetone (D001, U002)	disposal	EEI/ACV	fuel blend
	Cadmium (D006)	disposal	EEI/ACV	Incineration
	Corrosive liquid (D002, D009)	disposal	EEI/ACV	Treatment
	Mercuric oxide (D009)	disposal	EEI/ACV	Incineration
	Phenol, solid (U188)	disposal	EEI/ACV	Incineration
	Phenol solution (RCRA non-reg)	disposal	EEI/ACV	Incineration
Maintenance wastes	Aerosols (D001)	disposal	EEI/ACV	fuel blend
	Crushed fluorescent lamps (UW)	Recycle	EEI/ACV	retort/recycle
	Diesel Fuel (bulk)	Recycle	MXI Environmental Services LLC	Recycle/recovery
	Grease	Recycle	MXI Environmental Services LLC	Recycle/recovery
	High-pressure sodium lamps (UW)	Recycle	Southeast Recycling	Recycle
	Mercury, IMA (UW)	disposal	Southeast Recycling	Retort
	Oil based paints	disposal	GeoCycle	fuel blend
	Oily rags	disposal	GeoCycle	Incineration
	PCB ballast	disposal	Southeast Recycling	Incineration
	Universal waste lamps (UW)	Recycle	Southeast Recycling	retort
	Used oil	Recycle	MXI Environmental Services LLC	Recycle
Spent batteries	Lead-acid, SSLA (UW)	Recycle	MXI Environmental Services LLC	Recycle
	Lithium (UW)	Recycle	MXI Environmental Services LLC	Recycle
	Ni-cads (UW)	Recycle	MXI Environmental Services LLC	Recycle
	Calcium oxide	Recycle	MXI Environmental Services LLC	Recycle

<u>P-GW Types Generated</u>		Waste Mgt Option (disposal or recycle)	<u>Final Facility</u>	Final Disposition (process, method or technology)
Spilled materials and clean up debris	Ferric chloride	disposal	MXI Environmental Services LLC	Treatment
	Sodium bisulfite	disposal	MXI Environmental Services LLC	Treatment
	Sodium hydroxide	Recycle	MXI Environmental Services LLC	deactivation

BIDDER NAME: MXI Environmental Services LLC

II. Additional Container Prices for HHM Program

HHM Types Collected	Pricing Unit (container, lb, gal, ft, each)	Price per Unit (lb, gal, ft, each)	Price per Container Size					CF(box )/ CY(roll-off)
			55-gal	30-gal	20-gal	15-gal	5-gal	
Aerosols (flammable/toxic)	container	each	178.00	N/A	N/A	N/A	N/A	
Asbestos	container	each	195.00	175.00	150.00	140.00	75.00	250.00
Cleaners (assorted)	container	each	198.00	N/A	N/A	N/A	N/A	225.00
Compressed gases (misc)	each	each	case by case					N/A
Corrosive liquids	Acidic (inorg/org)	each	198.00	175.00	145.00	125.00	95.00	N/A
	Basic (inorg/org)	each	198.00	175.00	145.00	125.00	95.00	N/A
Corrosive solids (acidic/basic)	container	each	150.00	125.00	115.00	95.00	75.00	N/A
Fire extinguishers	each	\$5 each	npo	npo	N/A	N/A	N/A	
Flammable lab pack	container	each	151.00	125.00	115.00	95.00	75.00	N/A
Flammable liquids (bulk, stop)	< 1/3 sludge	each	151.00	N/A	N/A	N/A	N/A	N/A
	> 1/3 sludge	each	151.00	N/A	N/A	N/A	N/A	N/A
Flammable solids (inorg/org)	container	each	367.00	250.00	200.00	175.00	100.00	N/A
Fluorescent lamps (misc shaped)	lb	0.50 lb						
Household batteries	Alkaline	each	200.00	150.00	125.00	95.00	75.00	N/A
	Lead-acid	each	nc	nc	nc	nc	nc	N/A
	Lithium / Li-ion	each	npo	npo		95.00	75.00	N/A
	Ni-cad / NiMH	each	250.00	195.00	175.00	95.00	75.00	N/A

N/A = Not Applicable

Please write "NPO" where no price is being offered for applicable pricing units (i.e. specific container size and price per unit



HHM Types Collected	Pricing Unit (container, lb, gal, ft, each)	Price per Unit (lb, gal, ft, each)	Price per Container Size						CF(box CY(roll-off))
			55-gal	30-gal	20-gal	15-gal	5-gal		
Latex paint	Bulked	each	144.00	N/A	N/A	N/A	N/A	N/A	N/A
	In cans	each	135.00	N/A	N/A	N/A	N/A	N/A	171.00
Lead	container	each	300.00	250.00	200.00	175.00	150.00	150.00	N/A
Light ballasts	Non-TOSCA	each	195.00	175.00	150.00	125.00	75.00	75.00	N/A
	PCB containing	each	500.00	400.00	300.00	250.00	150.00	150.00	N/A
Mercury (IMA) and mercury debris	lb	5.85							N/A
Oil-based paint (in cans)	container	each	200.00	N/A	N/A	N/A	N/A	N/A	
Organic peroxide	container	each		npo	npo	npo	125.00	125.00	N/A
Oxidizing material (liquid/solid)	container	each	434.00	300.00	250.00	225.00	150.00	150.00	N/A
Pesticides	Toxic liquids	each	245.00	N/A	N/A	N/A	N/A	N/A	N/A
	Toxic solids	each	266.00	N/A	N/A	N/A	N/A	N/A	N/A
Propane	Cylinders (1#)	3.00							N/A
	Tanks (20#)	6.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Spent antifreeze	container	each	131.00	100.00	80.00	50.00	35.00	35.00	N/A
Toxic liquid (inorg/org)	container	each	245.00	225.00	200.00	175.00	125.00	125.00	N/A
Used oil	container	each	151.00	100.00	80.00	50.00	35.00	35.00	N/A

N/A = Not Applicable

Please write "NPO" where no price is being offered for applicable pricing units (i.e. specific container size and price per unit)



Please write "NPO" where no price is being offered for applicable pricing units (i.e. specific container size and price per unit)

**P-GW Program (continued)**

<u>HHM Types Collected</u>	<u>Pricing Unit</u> (container, lb, gal, ft, each)	<u>Price per Unit</u> (lb, gal, ft, each)	<u>Price per Container Size</u>					<u>CF(box )/ CY(roll-off)</u>
			<u>55-gal</u>	<u>30-gal</u>	<u>20-gal</u>	<u>15-gal</u>	<u>5-gal</u>	
Spent batteries	Lead-acid, SSLA (UW)	\$ each	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	Lithium (UW)	\$ each	\$ npo	\$ npo	\$ npo	\$ 90.00	\$ 75.00	N/A
	Ni-cads (UW)	\$ each	\$ 200.00	\$ 115.00	\$ 105.00	\$ 85.00	\$ 75.00	N/A
Spilled materials and clean up debris	Calcium oxide	\$ each	\$ 150.00	\$ 125.00	\$ 90.00	\$ 70.00	\$ 50.00	N/A
	Ferric chloride	\$ each	\$ 150.00	\$ 125.00	\$ 90.00	\$ 70.00	\$ 50.00	N/A
	Sodium bisulfite	\$ each	\$ 105.00	\$ 95.00	\$ 75.00	\$ 65.00	\$ 50.00	N/A
	Sodium hydroxide	\$ each	\$ 125.00	\$ 95.00	\$ 75.00	\$ 65.00	\$ 50.00	N/A

N/A = Not Applicable

Please write "NPO" where no price is being offered for applicable pricing units (i.e. specific container size and price per unit)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2019

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).

PRODUCER Hub Transportation (VT) 30 Kimball Ave. Suite 301 South Burlington VT 05403	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-322-8782	FAX (A/C, No): 866-612-9930
E-MAIL ADDRESS: TISCertsVT@HUBInternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Starr Indemnity and Liability		38318
INSURER B : ShelterPoint Life Insurance Company		81434
INSURER C : AGCS Marine Insurance Company		22837
INSURER D : Starr Indemnity and Liability		38318
INSURER E :		
INSURER F :		

INSURED  
Maumee Express Inc. &/Or Mxi  
Environmental Services, LLC  
26319 Old Trail Road  
Abingdon VA 24210

MAUME-1

COVERAGES CERTIFICATE NUMBER: 1650876879 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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Environ.Imp <input checked="" type="checkbox"/> Cont.Poll/Prof L GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.	Y		1000066957181	5/20/2018	5/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EIL/CP/PR \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 Inc. <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Trk Poll			SISIPCA08262819	5/20/2019	5/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000337312181	5/20/2018	5/20/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 1000001743	5/20/2019	5/20/2020	<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
D C B	Physical Damage Motor Truck Cargo NY State Disability			SISIPCA08262818 MZI-93081305 DBL294638	5/20/2019 8/31/2019 4/18/2019	5/20/2020 8/31/2020 4/18/2020	1,000/5,000 ded 2 500 DED Statutory Limits per schedule 200,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
TRAILER INTERCHANGE LIMIT. \$50,000  
REEFER BREAKDOWN INCLUDED IN CARGO  
non-owned trailer limit \$50,000

CONTRACT NO. 20-049-ITB  
CERTIFICATE HOLDER IS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY, CONTRACTUAL LIABILITY IS AUTOMATICALLY INCLUDED WITHIN THE GENERAL LIABILITY POLICY.

### CERTIFICATE HOLDER

### CANCELLATION

Arlington County Department of Management & Finance  
1 Courthouse Plaza  
2100 Claredon Blvd, Ste. 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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) at the location of the covered operations has been completed; or
2. 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.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- 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