



DEPARTMENT OF MANAGEMENT AND FINANCE
Office of the Purchasing Agent

2100 Clarendon Blvd., Suite 501 Arlington, VA 22201
TEL 703-228-3410 FAX 703-228-3409 EMAIL purchasing@arlingtonva.us www.arlingtonva.us

April 27, 2020

VIA E-MAIL AND US MAIL

Mr. John L. Bossio, Vice-President of Sales
Greer Industries, Inc.
570 Canyon Road
Morgantown, West Virginia 26508

RE: Arlington County Sole Source Contract No. 20-208 entitled, 'Hauling, Delivery of Ground Lime (Quick Lime)'

Dear Mr. Bossio:

Enclosed for your files is a fully executed Contract for your file. Should you have any questions, please feel free to contact me at 703-228-3424 or via e-mail at stdiamond@arlingtonva.us.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Shirley Diamond".

Shirley Diamond
Procurement Officer

Enclosure

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

CONTRACT NO. 20-208

THIS AGREEMENT/CONTRACT is made, on the date of execution by the County between Greer Industries, Incorporated, located at 570 Canyon Road, Morgantown, West Virginia 26508, a corporation authorized to do business in the Commonwealth of Virginia. The County and the Contractor, for the consideration herein, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Contract/Agreement and modifications properly incorporated into the Contract, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") and the following:

- Exhibit A – Greer Industries Price Schedule
- Exhibit B – Hauling Route
- Exhibit C – Greer Industries Bid Form

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

2. SCOPE OF WORK

The Contractor agrees to provide the goods and services described in the Contract Documents (the "Work") as set forth in the Scope of Work.

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

The Contract Term shall be Two (2) Base Years with Three (3) One-Year Option periods. Work under this Contract will commence on the date of full execution of the Contract by the Contractor and the County.

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 20-208 at the prices provided in Exhibit A of the Contract document.

6. PAYMENT

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

7. PAYMENT OF SUB-CONTRACTORS

The Contractor is obligated to take one of the two following actions within Seven (7) consecutive calendar days after receipt of payment by the County for Work performed by any sub-contractor under this Contract:

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

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 One Percent (1%) per month.

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

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

8. NO WAIVER OF RIGHTS

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

9. NON-APPROPRIATION

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

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. DELIVERY

All goods are purchased Freight on Board (FOB) destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

13. WARRANTY

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

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

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods as it sees fit before accepting them.

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

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

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

15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

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

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

16. OSHA REQUIREMENTS

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

17. HAZARDOUS MATERIALS

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

18. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

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

19. FAILURE TO DELIVER

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

20. UNSATISFACTORY WORK

The Contractor must within Fifteen (15) consecutive calendar days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense.

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

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

22. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

23. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

24. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

25. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract.

This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

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

If the Contractor or any of its employees or sub-contractors 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 sub-contractors to save, defend, hold harmless, and indemnify the County. Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract.

This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this Section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

27. COPYRIGHT

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

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

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

28. CONFIDENTIAL INFORMATION

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

29. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.).

The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

30. COUNTY EMPLOYEES

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

31. FORCE MAJEURE

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

32. AUTHORITY TO TRANSACT BUSINESS

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

33. RELATION TO COUNTY

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

34. ANTITRUST

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

35. AUDIT

The Contractor must retain all books, records and other documents related to this Contract form, for a minimum of Five (5) years after the Final Payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within Fifteen (15) calendar days of the request, at the Contractor's expense.

Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within Thirty (30) calendar 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 (5) years after the Final Payment, the Contractor must give the County, a minimum of, Thirty (30) days' notice and must not dispose of the documents if the County objects.

36. ASSIGNMENT

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

37. AMENDMENTS

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

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

39. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional Work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than Sixty (60) calendar days after the Final Payment.

The time limit for a final written decision by the County Manager is Thirty (30) days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to Work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

40. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

41. ARBITRATION

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

42. NONEXCLUSIVITY OF REMEDIES

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

43. NO WAIVER

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

44. SEVERABILITY

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

45. ATTORNEY'S FEES

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

46. SURVIVAL OF TERMS

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

47. HEADINGS

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

48. AMBIGUITIES

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

49. NOTICES

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

TO THE CONTRACTOR:

**John L. Bossio, Vice-President of Sales
Greer Industries, Inc.
P.O. Box 1900
Morgantown, West Virginia 26507-1900
Telephone: 304-296-1751**

TO THE COUNTY

**Kofi Antwi, Plant Operations Manager
Arlington County Government
Department of Environmental Services
Water Pollution Control Bureau
3402 South Glebe Road
Arlington, Virginia 22202
Telephone: 703-228-6864**

AND

**Shirley Diamond, Procurement Office
Arlington County Government
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington County, Virginia
Arlington, Virginia 22201
Telephone: 703-228-3424**

50. ARLINGTON COUNTY BUSINESS LICENSES

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

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON,
COUNTY, VIRGINIA

AUTHORISED
SIGNATURE:



NAME: SHIRLEY DIAMOND
TITLE: PROCUREMENT OFFICER

CONTRACTOR

AUTHORIZED
SIGNATURE:



NAME: JOHN L. BOSSIO
TITLE: VICE-PRESIDENT OF SALES

I. SCOPE OF WORK

Overview

The Contractor shall provide hauling, delivery and unloading of bulk lime, in compliance with all applicable local, state, and federal laws and regulating, to the Arlington County Water Pollution Control Bureau (WPCB).

The Contractor shall be responsible for furnishing all equipment, personnel, any other permits, fees, expenses, laboratory analyses and sundries necessary to fully perform, in a complete, efficient, and expeditious manner the safe delivery, sampling, and unloading of bulk lime to the WPCB, described in the Contract Documents and as required by the Project Officer (the "Work").

The Work shall be in accordance with all applicable local, state, federal statutes, regulations, requirements. The Contractor shall have, at a minimum Five (5) years' experience in hauling, handling and delivery of bulk lime in compliance with the above referenced local, state, federal requirements.

Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

Contractor shall have a minimum of five (5) years of experience in the hauling and delivery of bulk lime in compliance with all applicable local, state, and federal laws and regulations.

Delivery

Time is of the essence in the performance of the Work.

The WPCB has limited on-site storage thus, the Contractor shall supply bulk lime to the WPCB within Seventy-Two (72) hours of when requested and/or ordered in coordination with the WPCB Project Officer to avoid process downtime.

Unloading Location, Connection

The Contractor shall unload the lime at the North side of the County's de-watering building loading bays located at 3200 South Eads Street, Arlington, Virginia.

The unloading connection at the site is a 4" Camlock male fitting. The bulk delivery truck must have a compatible connection and hose that is tight, secured and non-leaking.

Contractor's Responsibility to Deliver Material, Services

The Contractor shall deliver bulk lime whenever delivery is requested and shall be responsible for the proper delivery, handling, unloading, and cleanup. It shall be the sole responsibility of the Contractor to make adjustments, provisions as may be necessary to perform the Work. This shall include, but not be limited to, provisions for inclement/freezing weather.

Truck Unloading Hours

Normal hours of operation, subject to change, are as follows:

Monday - Friday **7 A.M. - 7 P.M., (No truck unloading from 7 P.M. – 7 A.M.)**

Saturday & Sunday **10 A.M. - 7 P.M. (No truck loading from 7 P.M., Friday, Saturday until 10 A.M., Saturday, Sunday)**

Holidays **Same Saturday, Sunday hours noted above.**

Only with advanced permission from the Operations Manager,

Bureau Chief or his/her designee. Loads will not be requested on County observed holidays.

Truck Unloading

The Contractor's driver must wear appropriate Personal Protective Equipment (PPE), must be outside, adjacent to the delivery vehicle monitoring the unloading operation from commencement to completion to ensure, if there is leakage, spills, ruptured hoses or other issues that the un-loading operation can be immediately stopped to prevent death, injury to personnel as well as other potentially impacted customers and damage to the environment.

Note, the average unloading time is approximately One (1) to Two (2) hours.

Truck Ordering

The County will provide the Contractor with an advanced truck schedule notification via email.

Notification of truck loads ordered will be approximately Two (2) days prior to date of delivery. The County will not pay demurrage or additional compensation for long unloading times or early truck arrival.

Service Level Determination

The facility will utilize the PCS (Process Control System) lime storage bin elevation change to determine if the quantity of lime received is equal to the quantity of lime delivered based on the bill of lading.

Product Storage

Loaded trailers shall not be stored on the WPCB site, anywhere in or outside the State of Virginia other than the Contractor's property or supply facility site. Storage shall be defined as the load being in One (1) location for more than Fifteen (15) minutes outside the Contractor's designated property or supply facility site(s).

Hauling Route

All hauling units shall follow the Authorized Route for Biosolids Hauling Vehicles unless written permission is granted by the Project Officer. (See Attachment B)

Dust, Residuals, Spills

It shall be the Contractor's sole responsibility for the following:

- Dust control,
- Material releases between delivery vehicle (tractor and trailer);
- Connection with the County's un-loading location;
- Dust control, residuals;
- Spills to remain in compliance with all applicable permits, regulations;
- Timely cleanup in accordance with all regulatory requirements relating to spills or residuals that are discharged from the delivery vehicle and to the connection to the County's unloading connection.

This includes, but not limited to, lime, diesel fuel, hydraulic fluids.

Testing, Inspections

The County reserves the right to conduct any tests or inspections deemed appropriate before acceptance.

Product Specifications

The following applies to materials to be used at the Arlington County Water Pollution Control Plant:

- **Ground Lime (QUICKLIME)** - The lime shall conform to American Water Works Association (AWWA) Standard B202-19 Quicklime and Hydrated Lime.

Exception: The available calcium oxide content, by weight, shall not be less than Ninety Percent (90%).

Use: Lime to be suitable for use in dry feed equipment

Sizing: 1/8" screen - 0% retained
20 mesh screen - 40% minimum passing

Estimated need: Approximately 2,000 tons per year

Delivery: Lime will be purchased in full truckload quantities approximately Twenty-One (21) tons each. Delivery shall be made in pneumatic type vehicles equipped with unloading air and fill pipe equipment, equipped with a 4" Camlock female connector.

Other: Lime as delivered will be of quality that can be unloaded via the existing WPCB pneumatic system and must be dry. No slurries are acceptable. Material must be able to be transported and processed in the existing equipment with no issues.

Contractor Equipment

The County has the right to inspect any and all Contractor equipment at any time at no cost to the County. Equipment requirements are as follows:

- All trailers are to have dust and water tight gates, hatches, and bodies that function leak proof continuously;
- Contractor is responsible for cleaning seals on a regular basis to ensure that trailer gates and hatches function leak proof consistently;
- All tractors and trailers are to be maintained in a clean, well maintained state/working order such that there is no residue on the outside of the trailer and shall be performed at the Contractor's sole cost;
- All tractors and trailers will be uniquely identified by an alpha numeric identification that is clearly observable from the sides of the units;
- No units shall have identical numbers;
- Contractor shall utilize tractors, trailers that can safely enter and exit the unloading area without causing damage, ensure adequate clearances to prevent damage to buildings, equipment, and personnel.

Contractor Personnel Restrictions

The Contractor's personnel shall not operate any County equipment at any time and must remain in designated areas.

The Contractor's personnel shall minimize the generation of noise when in the County. This includes, but is not limited to:

1. No use of vehicle horns unless it is to avoid an accident.
2. No engine braking

The Contractor's personnel shall adhere to the County's idling and mobile communication device policies while on the plant site or within one (1) mile of the plant.

The Contractor's personnel shall adhere to the County's no smoking policy when on County property.

II. INSURANCE REQUIREMENTS

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

1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County. Additionally, the Contractor shall not allow any sub-contractor to start Work on any sub-contract 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 sub-contractors 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 sub-contractors' 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, non-renewal 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 (10) days for non-payment 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 sub-contractors and any persons employed by the sub-contractor.
- 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 sub-contractors 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 sub-contractors 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, a minimum of 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 policy holder 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.

2.1.4 General Environmental Remediation Projects

In addition to the Insurance Requirements specified in the general provision or elsewhere in the Contract Documents, the Contractor shall not commence work under this Contract until all insurance as required hereafter has been obtained, and certified copies, naming the County as an additional insured, of such insurance have been submitted and accepted by the Purchasing Agent.

- i. Acceptance by Arlington County of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance of environmental remediation Work under the Contract.
- ii. The Contractor is responsible for any losses, claims, and costs of any kind, which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies. The limits and coverage requirements may be revised at the option of the Arlington County Risk Manager. The requirements outlined shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of work under the Contract.

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.

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.

V. EXHIBITS AND FORMS

EXHIBIT A
PRICE SCHEDULE

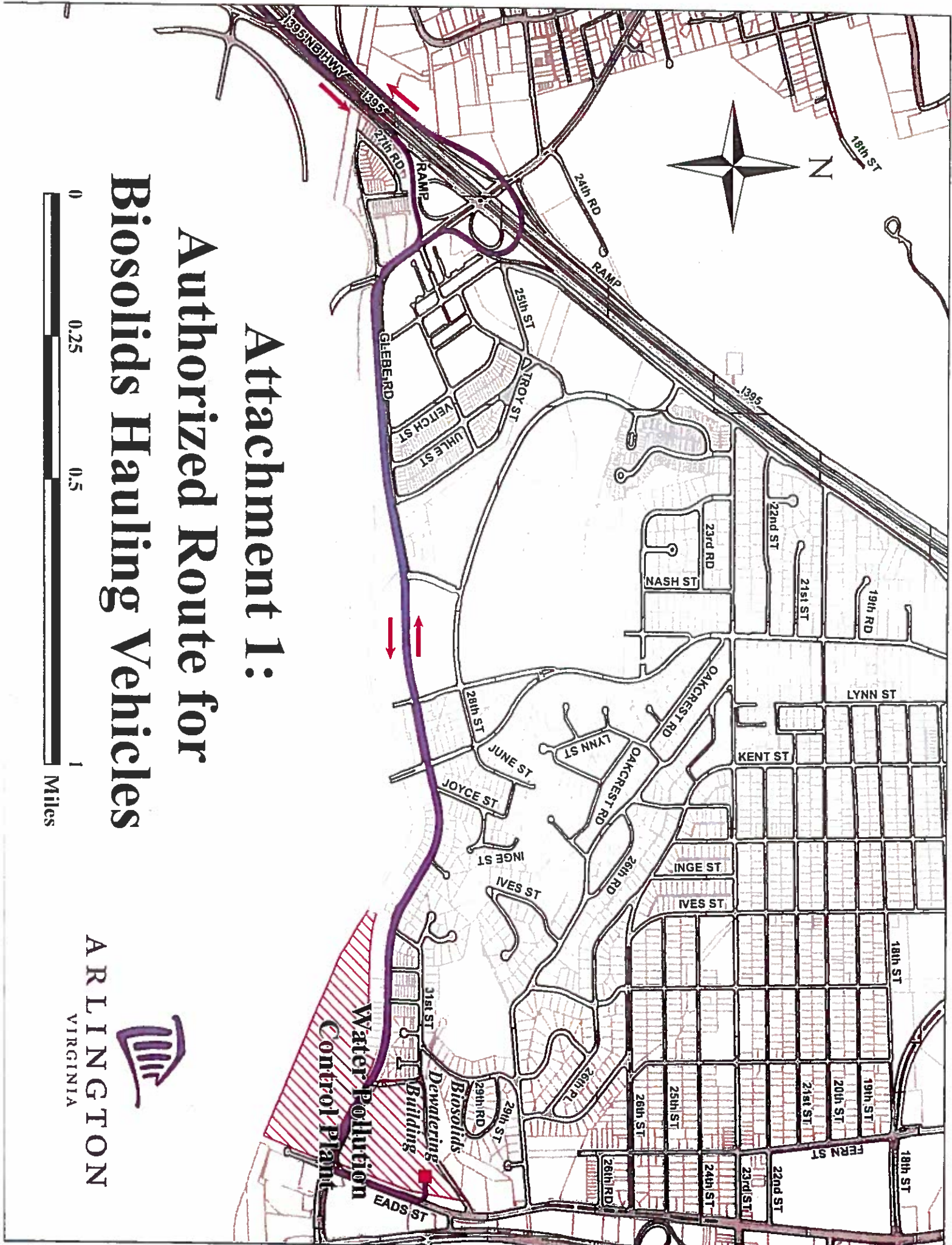
Arlington County Government
ATTACHMENT A - PRICE SCHEDULE

NAME OF GREENER OR CONTRACTOR		NUMBER	PAGE			
Greer Industries, Inc.		ITB NO. 20-208				
SCOPE OF WORK						
PROVIDE BULK GROUND LIME (QUICKLIME) PER AWWA SPECIFICATION B202-19 PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION WITHIN 72 HOURS OF WHEN REQUESTED/ORDERED						
ITEM NO	SUPPLIES/SERVICES	Reference	EST QTY	UNIT	UNIT PRICE	AMOUNT
1	Provide Ground Quicklime per AWWA Specification B202-19	N/A	2000	tons	\$190	\$380,000
Grand Total						\$380,000

NOTE: PRICE SHALL INCLUDE ALL COSTS, INCLUDING HANDLING, TRANSPORTATION, OVERHEAD, PROFIT, ALL TAXES, SUR-CHARGES, TESTING, OTHER REQUIREMENTS SHALL BE INCLUDED IN THE BID PRICE.

EXHIBIT – B

HAULING ROUTE



Attachment 1: Authorized Route for Biosolids Hauling Vehicles



EXHIBIT – C

GREER INDUSTRIES BID FORM

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-029
BID FORM 200

SUBMIT ONE (1) FULLY-COMPLETED AND SIGNED ORIGINAL BID FORM (LONGHAND SIGNATURE) AND
USB TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA
22201 ON MARCH 31, 2020 AT 2:00 P.M., EASTERN DAYLIGHT SAVINGS TIME.

BIDS WILL BE OPENED AT ON MARCH 31, 2020 AT 2:00 P.M., EASTERN DAYLIGHT SAVINGS TIME
FOR:

GROUND BULK LIME GOODS/SERVICES (GUICK LIME)
PER AWWA SPECIFICATION B202-19

DELIVERIES SHALL BE MADE WITHIN SEVENTY-TWO (72) HOURS AFTER RECEIPT OF PURCHASE ORDER

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)

Greer Industries, Inc.

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

John L. Bossio, Vice President of Sales

ADDRESS:

PO Box 1900

CITY/STATE/ZIP:

Morgantown, WV 26507-1900

TELEPHONE NO.:

304-296-1751

E-MAIL

ADDRESS:

jbossio@greerindustries.com

THIS ENTITY IS INCORPORATED
IN:

West Virginia

THIS ENTITY IS A:

(check the applicable
option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED
ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

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

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:

F162216-8

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: March 20, 2020 INITIAL: JB
ADDENDUM NO. 2 DATE: March 24, 2020 INITIAL: JB
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:

BIDDER NAME: Greer Industries, Inc.

BID FORM, PAGE 3 OF 4

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME: John L. Bossio

ADDRESS: PO Box 1900
Morgantown, WV 26507-1900

E-MAIL: jbossio@greerindustries.com

REFERENCES

Bidders shall provide 3 references for similar goods that have been provided by the Bidder within the past 5 years. The County reserves the right to evaluate the quality of Contractor's Work through site visits with Contractor's references.

REFERENCE 1: Contact Name: Steven Wilcox
Organization: Arlington County, Virginia
Phone Number: 540-273-5040
E-mail Address: swilcox@arlingtonva.us
Contract/Project Name: Granular Bulk Lime

Contract/Project Dates (from-to): December, 2014 - Current

Contract/Project
Description: Providing Granular Bulk Lime (Quicklime)
for the Water Pollution Plant

REFERENCE 2: Contact Name: Steven Dunn

Organization: City of Lynchburg, Virginia

Phone Number: 434-455-6240

E-mail Address: steven.dunn@lynchburgva.gov

Contract/Project Name: Chemicals for WWTP/WTP-Lime, Quicklime

Contract/Project Dates (from-to): January 1, 2017 - Current

Contract/Project Description: Supply and Delivery of Quicklime to the
Lynchburg Regional Wastewater Treatment Plant

REFERENCE 3: Contact Name: Blake (Bingwei) Li

Organization: Synagro Central LLC

Phone Number: 443-489-9077

E-mail Address: bli@synagro.com

Contract/Project Name: Wastewater

Contract/Project Dates (from-to): Supplier from 2015 - Current

Contract/Project Description: Supply and Delivery of Ground Quicklime
and Pebble Quicklime

BIDDER NAME: Greer Industries, Inc.

GROUND LIME, CaO
NOMINAL SIZE (1/8" X 0)

TYPICAL CHEMICAL PROPERTIES	
CaO – Total	97.9%
MgO	1.07%
SiO ₂	0.61%
Al ₂ O ₃	0.15%
Fe ₂ O ₃	0.09%
CaO – Available	94.1%
Sulfur	0.027%
Carbon	0.113%
TYPICAL PHYSICAL PROPERTIES	
-1/8"	100%
-14 Mesh	73.0%
-20 Mesh	52.5%
-50 Mesh	24.1%
-100 Mesh	7.4%
30 sec Reactivity	31°C
3 min Reactivity	52°C
Insolubles	<3% (100 Mesh)
Packed Density	72 lbs/ft ³

**GREER LIME'S GROUND LIME MEETS ANSI/AWWA B202 STANDARDS,
AND CONFORMS TO ASTM C911-06 AND C977-03.**

GREER LIME COMPANY IS CERTIFIED TO ISO 9001:2015 BY SRI QUALITY SYSTEM REGISTRAR



"Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified."

The information contained in this Technical Service Sheet is intended to provide customers with specifications for the purpose of determining whether the above product is suitable for the customer's application. Greer Lime warrants that the product will conform to the Technical Service Sheet. Customers should inspect and test the product before use in order to make a final decision as to whether the product is fit for the customer's particular purpose. We do not guarantee the suitability of the product for any application, the merchantability of the product, or any freedom from patent infringement.

This analysis was prepared December 2019 and represents test results for the specified product.

www.greerlime.com

1038 Germany Valley Limestone Road, Riverton, WV 26314-3573
304/567-2141 800/344-5133 (WV) 800/538-3100 (Outside WV)

**ARLINGTON COUNTY GOVERNMENT
Office of the Purchasing Agent
ADDENDUM TO SOLICITATION**

Arlington County Government Department of Management and Finance Office of the Purchasing Agent Arlington, Virginia 22201 Telephone: 703-288-3451	1A. ADDENDUM TO SOLICITATION NO. 20-208 ITB	1B. DATED February 28, 2020
	2A. ADDENDUM NO. One (0001)	2B. EFFECTIVE DATE March 20, 2020

The Addendum to this solicitation identified in Block 1A is as set forth in Block 3. Hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this Addendum prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing Block 4 (a), (b) and returning copy of the Addendum with the Offerors proposal. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.**

3. DESCRIPTION OF ADDENDUM

Addendum to Arlington County Government Invitation to Bid No. 20-175, entitled, "Street Construction Services on US Route 1, Washington Boulevard" is amended as follows:


The Bid Form and USB must be in a sealed envelope or package no later than the date and time deadline specified in this solicitation to:

Arlington County Government
Office of the Bid Clerk
Suite 511
2100 Clarendon Boulevard
Arlington, Virginia 22201

Effective March 20, 2020 the Office of the Bid Clerk will be open Monday through Friday from 10:00 A.M. – 3:00 P.M.

All other terms and conditions of the Invitation to the Bid remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Block 1A, as heretofore changed, remain unchanged and in full force and effect.

4A. NAME AND TITLE OF OFFEROR Greer Industries, Inc. John L. Bossio, Vice President of Sales	4B. SIGNATURE 	4C. DATE 3-25-20
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ARLINGTON COUNTY GOVERNMENT
Office of the Purchasing Agent

ADDENDUM TO SOLICITATION

Arlington County Government Department of Management and Finance Office of the Purchasing Agent Arlington, Virginia 22201 Telephone: 703-288-3451	1A. ADDENDUM TO SOLICITATION NO. 20-208 ITB	1B. DATED February 28, 2020
	2A. ADDENDUM NO. Two (0002)	2B. EFFECTIVE DATE March 24, 2020

The Addendum to this solicitation identified in Block 1A is as set forth in Block 3. Hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this Addendum prior to the hour and dated specified in the solicitation or as amended, by one of the following methods: (a) by completing Block 4 (a), (b) and returning copy of the Addendum with the Offerors proposal. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.**

3. DESCRIPTION OF ADDENDUM


Addendum to Arlington County Government Invitation to Bid No. 20-2089, entitled, "Delivery, Hauling of Ground Lime" is amended as follows:

1. The days and hours for the Office of the Bid Clerk have been changed to Monday, Wednesday, Friday -12:00 P.M., to 3:00 P.M. Eastern Daylight Savings Time;
2. The Bid Form and USB must be in a sealed envelope or package for this solicitation must be delivered to the Office of the Bid Clerk by 2:00 P.M., on April 1, 2020 Eastern Daylight Savings Time at the address detailed below

Arlington County Government
 Office of the Bid Clerk
 Suite 511
 2100 Clarendon Boulevard
 Arlington, Virginia 22201

All other terms and conditions of the Invitation to the Bid remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Block 1A, as heretofore changed, remain unchanged and in full force and effect.

4A. NAME AND TITLE OF OFFEROR Greer Industries, Inc. John L. Bossio, Vice President of Sales	4B. SIGNATURE 	4C. DATE 3-25-20
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ARLINGTON COUNTY GOVERNMENT
Office of the Purchasing Agent

ADDENDUM TO SOLICITATION

Arlington County Government Department of Management and Finance Office of the Purchasing Agent Arlington, Virginia 22201 Telephone: 703-283-3451	1A. ADDENDUM TO SOLICITATION NO. 20-208 ITB 2A. ADDENDUM NO. Three (003)	1B. DATED February 28, 2020 2B. EFFECTIVE DATE March 30, 2020
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The Addendum to this solicitation identified in Block 1A is as set forth in Block 3. Hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this Addendum prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing Block 4 (a), (b) and returning copy of the Addendum with the Offerors proposal. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.**

3. DESCRIPTION OF ADDENDUM

Addendum to Arlington County Government Invitation to Bid No. 20-208, entitled, "Delivery, Hauling of Ground Lime" is amended:

1. Arlington County Bid No. 20-208-ITB for Delivery, Hauling of Ground Lime is hereby amended as follows:

- **The bid submission date and time remain unchanged for the above referenced ITB. Arlington County will not conduct a public bid opening on the due date. The public bid opening will be conducted virtually via the Microsoft Teams app. Bidders interested in attending the bid opening are encouraged to download the Microsoft Teams app and join the meeting via audio, video or both. The virtual bid opening will take place on April 2, 2002 at 2:00 P.M., Eastern Daylight Savings time;**

- **The link to join the virtual bid opening is as follows:**

[Join Microsoft Teams Meeting](#)


+1 347-973-6905 United States, New York City (Toll)

Conference ID: 814 000 887#

[Local numbers](#) | [Reset PIN](#) | [Learn more about Teams](#) | [Meeting options](#)

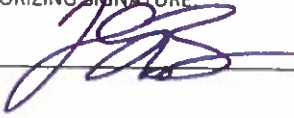
All other terms and conditions of the Invitation to the Bid remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Block 1A, as heretofore changed, remain unchanged and in full force and effect.

4A. NAME AND TITLE OF OFFEROR Greer Industries, Inc. John L. Bossio, Vice President of Sales	4B. SIGNATURE 	4C. DATE 3-30-20
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INSURANCE CHECKLIST – 20-208

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"		
REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)
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, \$1 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
	11. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate
x	12. Umbrella\Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13. Per Project Aggregate	\$ _____
	14. Professional Liability	
	a. Architects and Engineers	\$1 Million per occurrence/claim
	b. Asbestos Removal Liability Medical	\$2 Million per occurrence/claim
	c. Medical Professional Liability	\$1 Million per occurrence/claim
x	15. Miscellaneous E&O	\$1 Million per occurrence/claim
	16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19. Garage Keepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
x	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
x	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
x	28. The County shall be named Additional Insured on all policies except Workers Compensation and Auto.	
x	29. Certificate of Insurance shall show the Contract Number and Contract 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.		

CONTRACTOR'S STATEMENT: If awarded the contract, I will comply with contract insurance requirements. John L. Bossio, Vice President of Sales	
CONTRACTOR NAME: Greer Industries, Inc.	AUTHORIZING SIGNATURE: 

CONTRACTOR'S STATEMENT: If awarded the contract, I will comply with contract insurance requirements. John L. Bossio, Vice President of Sales	
CONTRACTOR NAME: Greer Industries, Inc.	AUTHORIZING SIGNATURE: 