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

#### **CONTRACT AWARD COVERPAGE**

**TO:** STORMWATER MAINTENANCE, LLC

DBA SMC

10944 BEAVER DAM ROAD, SUITE C

**HUNT VALLEY, MARYLAND 21030** 

DATE ISSUED:

JANUARY 25, 2021

CONTRACT NO: CONTRACT TITLE: 21-DES-ITB-367

UNDERGROUND STORMWATER FACILITY

MAINTENANCE, INSPECTION,

AND REPAIR

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

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-ITB-367, including any attachments or amendments thereto.

**EFFECTIVE DATE: JANUARY 25, 2021** 

**EXPIRES:** JANUARY 24, 2022

RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL OPTIONS REMAINING FROM JANUARY 25, 2022 TO JANUARY 24, 2026

**COMMODITY CODE(S)**: 92642, 92688

**LIVING WAGE:** N

**ATTACHMENTS:** 

AGREEMENT No. 21-DES-ITB-367

#### **EMPLOYEES NOT TO BENEFIT:**

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

<u>VENDOR CONTACT:</u> JENNIFER RAUHOFER <u>VENDOR TEL. NO.:</u> (410) 493-4371

EMAIL ADDRESS: JR@MDSWM.COM

COUNTY CONTACT: CHRISTINE SIMPSON, DES, OSEM COUNTY TEL. NO.: (703) 477-9499

COUNTY CONTACT EMAIL: CSIMPSON@ARLINGTONVA.US

#### **PURCHASING DIVISION AUTHORIZATION**

Kaylin Schreiber Title: Procurement Officer Date: 1/13/2021

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

#### AGREEMENT NO. 21-DES-ITB-367

THIS AGREEMENT is made, on January 25, 2021, between Stormwater Maintenance, LLC dba SMC, 10944 Beaver Dam Road, Suite C, Hunt Valley, Maryland 21030 ("Contractor"), a Maryland Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

#### 1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- Agreement No. 21-DES-ITB-367 and all modifications properly incorporated into the Agreement
- Exhibit A Arlington County Invitation to Bid No. 21-DES-ITB-367, including all solicitation exhibits, attachments, and addenda herein incorporation
- Exhibit B Scope of Work
- Exhibit C Price Bid of Contractor

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 maintenance, inspection, and repair for underground stormwater facilities. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

#### 3. PROJECT OFFICER

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

# 4. **CONTRACT TERM**

Time is of the essence. The Work will commence on January 25, 2021 and must be completed no later than January 24, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a 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 January 25, 2022 to January 24, 2026 (each a

"Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

#### 5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 21-DES-ITB-367 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 January 24, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period preceding the Price Adjustment date 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. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

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

#### 8. PAYMENT OF SUBCONTRACTORS

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment

from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

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

#### 9. NO WAIVER OF RIGHTS

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

# 10. NON-APPROPRIATION

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

#### 11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

#### 12. COUNTY PURCHASE ORDER REQUIREMENT

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

#### 13. DELIVERY

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

#### 14. WARRANTY

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

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

# 15. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at is 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.

#### 16. 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.

# 17. 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.

#### 18. 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 orcontrolled 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.

#### 19. 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.

#### 20. 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.

#### 21. <u>HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL</u>

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

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

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

# 22. 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.

# 23. 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.

#### 24. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

#### 25. 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.

# 26. SUPERVISION BY CONTRACTOR

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

# 27. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

#### 28. 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.

#### 29. 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.

# 30. 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.

#### 31. SEXUAL HARASSMENT POLICY

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

# 32. <u>TERMINATION</u>

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.

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.

#### 33. INDEMNIFICATION

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

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be

asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

#### 34. 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.

# 35. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

#### 36. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) County's Non-Disclosure and Data Security Agreement. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment 1) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) <u>Use of Data</u>. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) <u>Data Protection</u>. The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) <u>Security Requirements</u>. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from

these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) <u>Conclusion of Contract</u>. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) <u>Notification of Security Incidents</u>. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) <u>Subcontractors</u>. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

#### 37. ETHICS IN PUBLIC CONTRACTING

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

#### 38. COUNTY EMPLOYEES

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

# 39. FORCE MAJEURE

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

#### **40. AUTHORITY TO TRANSACT BUSINESS**

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

# 41. RELATION TO COUNTY

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

#### 42. ANTITRUST

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

#### 43. REPORT STANDARDS

The Contractor must submit electronically all 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.

#### 44. AUDIT

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to 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.

#### 45. ASSIGNMENT

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

#### 46. AMENDMENTS

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

# 47. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

#### 48. DISPUTE RESOLUTION

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

#### 49. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

# **50. ARBITRATION**

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

#### 51. NONEXCLUSIVITY OF REMEDIES

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

#### 52. NO WAIVER

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

#### 53. SEVERABILITY

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

# 54. NO WAIVER OF SOVEREIGN IMMUNITY

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

#### 55. ATTORNEY'S FEES

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

#### 56. SURVIVAL OF TERMS

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

#### 57. HEADINGS

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

#### 58. AMBIGUITIES

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

#### 59. NOTICES

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

# TO THE CONTRACTOR:

Jennifer Rauhofer, President Stormwater Maintenance, LLC dba SMC 10944 Beaver Dam Road, Suite C Hunt Valley, Maryland 21030

Phone: (410) 493-4371 Email: <u>ir@mdswm.com</u>

# TO THE COUNTY:

Christine Simpson, Project Officer Arlington County, Virginia 2100 Clarendon Blvd., Suite 705 Arlington, VA 22201 Phone: (703) 477-9499

Email: <a href="mailto:csimpson@arlingtonva.us">csimpson@arlingtonva.us</a>

#### AND

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

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

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

#### **60. ARLINGTON COUNTY BUSINESS LICENSES**

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

#### 61. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

#### **62. LIMITED ENGLISH PROFICIENCY**

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

#### 63. 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. <u>Access to Programs, Services and Facilities</u>: 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. <u>Effective Communication</u>: 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. <u>Modifications to Policies and Procedures</u>: 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. <u>No Extra Charges</u>: 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.

#### 64. INSURANCE REQUIREMENTS

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

- a. <u>Workers Compensation</u> Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. <u>Commercial General Liability</u> \$2,000,000 per occurrence, with \$4,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. <u>Environmental Liability</u> \$3,000,000 per occurrence or \$6,000,000 annual aggregate combined single limit to injuries to or death of person(s) and/or damage to property.
- e. <u>Premises/Operations \$500,000 combined single limit.</u>
- f. <u>Independent Contractors \$1,000,000 combined single limit</u>
- g. <u>Products liability \$2,000,000 combined single limit</u>
- h. Completed Operations \$1,000,000 combined single limit.
- i. Miscellaneous Errors & Omissions \$2,000,000 per occurrence/claim.
- j. <u>Additional Insured</u> The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- k. <u>Cancellation</u> If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent

immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- Claims-Made Coverage Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- m. Contract Identification All insurance certificates must state this Contract's number and title.

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

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

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

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

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly. Subcontractors must carry the same insurance requirements as listed above for this work unless the Prime Contractor is covering them under their policies. If the Prime is covering subcontractors, the names of the subcontractors must be listed on the certificate of insurance or a declarations page provide that evidences such.

#### 65. MATERIAL CHANGES

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

#### 66. COUNTERPARTS

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

# WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:

Laylin Schreiber

NAME:

Procurement Officer

DATE:

1/13/2021

# STORMWATER MAINTENANCE, LLC DBA SMC

AUTHORIZED  Jennifer Rauhofer  SIGNATURE:
NAME:
TITLE: President
DATE: 1/13/2021

#### **EXHIBIT B - SCOPE OF WORK**

# **GENERAL REQUIREMENTS**

# A. INTENT/WORK STATEMENT

Arlington County (County) intends to enter into a contract with a qualified Contractor to ensure that County-owned underground stormwater management facilities are performing as designed to maximize efficiency and to reduce the impacts of stormwater runoff on local streams, the Potomac River, and the Chesapeake Bay — with the parallel objective of ensuring that the County is in compliance with the applicable requirements of the County's Municipal Separate Storm Sewer System (MS4) Permit (issued by the Virginia Department of Environmental Quality) and the Virginia Stormwater Management Program (VSMP) regulations. Most work shall be performed on facilities located on County properties or public right-of-ways under the jurisdiction of Arlington County's Department of Environmental Services, Office of Sustainability & Environmental Management (DES-OSEM), Facilities Management Bureau (FMB) and Department of Parks and Recreation (DPR). Some additional work shall be performed on private properties to enforce required maintenance and inspection with adequate notification to owners provided by County staff. All work shall involve the technical and contractual oversight by DES-OSEM. Other County agencies may also use this contract.

The Contractor shall provide:

- Annual Inspection, Maintenance and Reporting for facilities (Schedule A); and
- As-needed work to repair existing facilities (Schedule B).

#### B. TYPE OF WORK

The Contractor shall provide Inspection, Maintenance, Reporting, and as-needed repair work for County-owned underground stormwater management facilities. The County anticipates repairs to be approximately \$25,000 annually.

To ensure that the facilities function as designed, the Contractor shall follow the maintenance procedure (provided in the Specifications) and schedule (provided in Schedule A of the Pricing Sheet) for each facility type. The frequency of visits and maintenance care is based on several factors including the design and size of the facility (based on the amount of runoff entering it), location, and impact(s) from human or natural events. A significant financial investment has been allocated to the design, permitting, and construction of these facilities and proper inspection and maintenance is essential to their performance. This ITB reflects processes required by the MS4 permit and the VSMP regulations.

Routine tasks for each facility are detailed in the Specifications section (Section II). The Contractor shall note that not all tasks described under 'Routine' work may be needed at every location for each scheduled visit.

Services include, but are not limited to, collecting and removing of all accumulated sediment, oil, trash, and debris; washing down (cleaning) of internal components such as chambers and bays, inlet pipes, outfall pipes, and trash racks as appropriate for each system; cartridge replacement; cleaning of weirs and exterior surfaces; waste haul and disposal; and reporting as required for each system per County requirements.

Cleaning of facilities shall be in accordance with the manufacturer's maintenance procedures for each structure. Accumulated waste shall be disposed of per County's Guidelines and a manifest (ticket) shall accompany the Contractor's invoice and/or Report.

#### C. STORMWATER MANAGEMENT FACILITIES

The portfolio of County-owned facilities (as of 11/22/20) includes:

UNDERGROUND STORMWATER MANAGEMENT FACILITIES	
ТҮРЕ	QUANTITY
Filtration Devices	84
Hydrodynamic Separators	10
Detention Vaults	25
TOTAL	119

#### D. CONTRACTOR QUALIFICATIONS AND CREW REQUIREMENTS

Each facility requires specific maintenance tasks unique to the facility type. The Contractor shall provide the highest quality of work by employing experienced personnel who possess the minimum qualifications.

The Contractor must complete and submit Attachment D – Qualification Form included in Section IV – Attachment and Forms as a separate attachment certifying that their personnel meet the below-mentioned criteria to perform work on this contract.

#### a. MINIMUM CONTRACTOR QUALIFICATIONS

- 1) Contractor shall have a minimum of three (3) years of experience in maintenance of all of the underground stormwater management facility types listed in the scope of services.
- 2) Contractor shall have a minimum of two (2) years of experience in restorative maintenance of all of the permeable pavement types listed in the scope of services.
- 3) Contractor shall have a Safety Manual and Plan and submit a copy with their bid. The Safety Manual and Plan must comply with OSHA regulations as well as all other applicable local, state, and federal standards and shall contain the following:
  - A written permit-required Confined Space Entry Program to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140, as well as all other applicable local, state and federal standards.
  - ii. A copy of the documented training along with a list of trained and certified Contractor personnel. One of the listed personnel shall be the Crew Foreman.
  - iii. The Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval.
- 4) Contractor shall have a Diversity and Racial Equity Manual and Plan and submit a copy with their bid. This Manual and Plan must include a description of how the Contractor implements and institutionalizes diversity through policy, management philosophy, and training. It should describe how the Contractor, on a day-to-day basis, fosters a work environment that is inclusive and conducive to diverse staff. The Manual and Plan should include copies of personnel policies and other relevant policies, training provided to staff, and description of the general management philosophy as it relates to diversity.
- 5) On the Qualification Form (Attachment D), the Contractor shall make note whether they have any maintenance certifications on proprietary devices (i.e., Contech Certified Maintenance Provider, etc.)

#### b. MINIMUM PERSONNEL QUALIFICATIONS:

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall assign a qualified individual to serve as Contractor's Contract Manager. The Contractor's Contract Manager shall be experienced in contract management; supervision of employees; knowledgeable of stormwater management facilities; be able to troubleshoot problems with the facilities; and be able to consult with the County Project Officer about remedies.

The Contractor's Contract Manager shall report to the County's Project Officer for communication, coordination, and evaluation of inspection and maintenance services and quality control. The Contractor's Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals for repair work, and problem resolution.

# 1) Contract Manager Qualifications

- i. Minimum of three (3) years of experience as a Contract Manager for underground stormwater management facility inspection, maintenance, and reporting.
- ii. Minimum of three (3) years of experience in the maintenance of all the underground system types listed in the scope of work.
- iii. Minimum of two (2) years of experience in the restoration of all the permeable pavement types listed in the scope of work.
- iv. Demonstrated experience reading and comprehending Construction Documents
- v. Fluent in English

The Contractor shall have a Crew Foreman on the job site at all times to oversee work performance. The Contractor shall have an Inspector to perform inspections. The Crew Foreman and Inspector may be the same person as long as they meet qualifications for both positions.

# 2) Crew Foreman Qualifications

- i. Minimum of two (2) years of experience as a Crew Foreman including managing and training crew members to perform to Contract expectations.
- ii. Minimum of two (2) years of experience in the maintenance of all of the underground system types listed in the scope of work including those requiring confined space entry.
- iii. Minimum of two (2) years of experience in maintenance of all of the permeable pavement types listed in the scope of work.
- iv. Demonstrated experience reading and comprehending Construction Documents
- v. Fluent in English.
- vi. Trained and certified in confined space entry to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140, as well as all other applicable local, state and federal standards.
- vii. Meet one of the requirements below:
  - a. Possess the Virginia Department of Environmental Quality (DEQ) Stormwater Inspector certification;
  - b. Taken the DEQ training and scheduled to take the exam; or

c. Be scheduled for DEQ training with the intent to take the exam within six (6) months of training completion.

The name, training dates, and exam date shall be provided on Contractor Qualifications Form.

# 3) Inspector Qualifications

- i. Minimum of two (2) years of experience inspecting the underground system types listed in the scope of work.
- ii. Demonstrated experience reading and comprehending Construction Documents
- iii. Fluent in English.
- iv. Trained and certified in confined space entry to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140, as well as all other applicable local, state and federal standards.
- v. Meet one of the requirements below:
  - a. Possess the Virginia Department of Environmental Quality (DEQ) Stormwater Inspector certification;
  - b. Taken the DEQ training and scheduled to take the exam; or
  - c. Be scheduled for DEQ training with the intent to take the exam within six (6) months of training completion.

The name, training dates, and exam date shall be provided on Contractor Qualifications Form.

Changes to the crew leadership must be approved by the Project Officer. If changes in Key Personnel occur, the Contractor shall provide appropriate personnel within thirty (30) Calendar Days (of the date of separation). Failure to provide Key Personnel may result in termination of the Contract by the County for default. The Contractor must submit Contract Manager and Crew Foreman/Inspector changes, including qualifications, to the Project Officer for review and approval.

Crew/Laborers - The Contractor shall provide an on-going, dedicated Crew to perform maintenance on stormwater management facilities.

The Contractor shall have on staff or subcontract the following personnel:

• Virginia Department of Transportation (VDOT) Certified Flagger(s) trained in Basic Work Zone Traffic Control.

# E. WASTE DISPOSAL GUIDELINES (NEW ACCEPTABLE USE POLICY)

The Contractor shall read the Arlington County Waste Disposal Guidelines and submit the Signature Sheet with their Bid submission which acknowledges that the Contractor has read and understood the Guidelines (See Attachment F).

The Contractor shall be responsible for all material disposal and shall dispose in accordance with applicable local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (e.g., trash cans, dumpsters, etc.) unless previously arranged and approved. This includes liquid (water, slurry), solid (sediment, sand), floatables (plastic), and other trash and debris.

At no time shall any liquid waste be flushed into a stormwater facility or a storm drain. All field decanting is against County Code. The waste products from hydrodynamic separators and other underground system contain a liquid waste or "slurry" (composed of a mixture of water with suspended sediment and hydrocarbons, etc.) which shall be taken to a landfill or waste disposal facility.

Waste disposal manifests shall be submitted with each invoice. One waste disposal manifest may apply to multiple facilities.

#### F. SCHEDULE OF WORK

The County's current inventory has stormwater management facilities requiring maintenance services in accordance with this Scope of Work and Specifications described herein. Facilities are listed in Schedule A: Price Schedule by Location which includes the addresses, the number of annual visits, and the service months required for each facility. The Contractor shall initiate Inspection and Maintenance in a timely manner according to the schedule for each facility.

Schedule A may be modified at any time by the County to include the addition or removal of facilities or changes in maintenance frequencies. Additional as-needed unscheduled Work may be required by the County. The Work will be accomplished through the issuance of a separate purchase order. At least annually, the County will provide the Contractor with an updated list of facilities with the quantity of annual visits and service months. Schedule A is not a guarantee of work and may be changed based on weather, impacts from stormwater or humans, or other factors.

#### G. EQUIPMENT AND TOOLS

The Contractor's equipment and operations shall be capable of completely removing debris from the facilities/devices. All vehicles, tools and equipment considered to be normal and customary to the industry and utilized in the performance of the work shall be furnished by the Contractor. The equipment used shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as required. The Contractor shall maintain the safety and good operational capability of the equipment throughout the contract period. No payment shall be made for equipment rental unless specific approval is obtained before the fact and the rate is mutually agreed to by the Contractor and the County Project Officer. The Contractor shall arrive at each work site with all of the tools and equipment necessary to complete the work required.

The following is a minimum required list of equipment to perform maintenance work under this Contract:

- <u>Hydraulic Vacuum Truck</u> with a pick-up boom with at least an 8-inch diameter hose and a
  telescoping hydraulic extension. The boom must be front loading for ease and safety of
  positioning over manholes. The vactor truck must be equipped with a hose capable of reaching
  areas of restricted clearance.
- <u>Hydrojetter</u> with on-board freshwater tank, positive displacement blower to operate independently of high-pressure washer system, and a front-mounted hydrojetter system.

Note: A "Clamshell" is not an approved cleaning device as it is difficult to remove all accumulated pollutants.

#### H. PROPRIETARY AND NON-PROPRIETARY DEVICES

The Contractor shall be responsible for verifying the facility type and size, as well as manufacturer's recommendations for maintenance and repair. The Contractor shall use parts and materials recommended by the manufacturer, unless a written approval is obtained by the Project Officer.

#### I. SUBCONTRACTORS

No portion of this contract may be subcontracted without the written consent of the County. If subcontractors are allowed, the Contractor must provide the County with a list of subcontractors used. In addition, signed copies of any agreements between Contractor and their subcontractors must be sent to the Project Officer if requested. Additionally, the subcontractors shall be fully qualified to perform the work and shall adhere to all provisions of this Contract. The Contractor shall be held fully responsible for the performance of all subcontracted work.

#### J. SAFETY OF PERSONNEL AND EQUIPMENT

All equipment used in the contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements. The Contractor's personnel shall at all times wear appropriate Personal Protective Equipment (PPE) including, but not limited to, safety vests, and shall have in place proper training, procedures, and supervision to ensure that all personnel obey all safety rules and regulations. Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) compliant signs shall be utilized along roadways and trails. When lane closure is necessary, all VDOT guidelines shall be followed. Safety to the public is of utmost importance. The County reserves the right to stop the Contractor from performing work for failure to observe applicable safety precautions at no cost to the County. Work may not resume until approval is given by the County Project Officer that applicable safety measures are in place.

#### K. CONTRACTOR REPORTING

The Contractor shall provide Reports for Inspection and Maintenance services and shall follow Arlington County's inspection criteria and report submission per the requirements set forth in Arlington County Code and as outlined below.

The Contractor shall submit Reports within ten (10) Business Days of completing work.

Inspection Reports shall follow the format specified in the attached Sample Inspection Report (See Appendix B) or the format specified by the manufacturer. Links to specific manufacturers can be found at <a href="https://environment.arlingtonva.us/stormwater-watersheds/stormwater-at-home/stormwater-management-facility-inspections/">https://environment.arlingtonva.us/stormwater-watersheds/stormwater-at-home/stormwater-management-facility-inspections/</a> If the Contractor has their own standard form it may be used as long as all items listed in the Sample Inspection Report and manufacturers' inspection requirements are included.

Maintenance Reports can be provided in a format of the Contractor's choosing and shall contain the following items.

- Facility name, address, Completed Site Plan (CSP) Number, and Facility ID;
- Date maintenance was completed with crew start and finish time;
- Names of crew members present during maintenance;
- Facility type;
- Amount of rain in the last three (3) days; and
- Labeled and date-stamped photos showing:
  - Facility location and overview of surface;
  - Overall facility interior before and after maintenance;
  - Each inlet and outlet before and after maintenance;

- Elements specific to the facility such as, but not limited to, filters, hydrodynamic separators, weirs, and trash racks before and after maintenance;
- Specific issues with the facility including, but not limited to, lack of draining, excessive sediment, or erosion; and unstable areas outside of facility in the contributing drainage area.
- Any maintenance items completed but not shown already in the categories above.

Maintenance Reports shall be provided in pdf format and named CSP\_Facility Number\_Year-Month.pdf. Inspection reports shall follow the same format with the word Inspection added at the end of the name. For example, the Maintenance Report completed in November 2020 for Woodmont Community Center - CSP 501542, Facility Number 07-1069B would be named 501542\_07-1069B\_2020-11.pdf. The Inspection Report completed in the same month would be named 501542\_07-1069B\_2020-11 Inspection.pdf

Reports shall be accompanied by a spreadsheet completed by the contractor that lists the Facility Number, start and end date of maintenance, and line items and associated quantities for each facility.

The Contractor shall email all reports to the Project Officer at SWMFinspection@arlingtonva.us using the subject line naming convention noted on each form. Maintenance Reports shall be submitted with corresponding waste disposal manifests.

The Contract Manager is responsible for report management under this Contract. Work shall include, but not be limited to, quality control review of reports, reviewing work orders, identifying facilities and their locations, tracking work schedules, recording line item quantities, emailing Reports, photo-documentation, etc.

The Certified Inspector shall certify each of the Annual Inspection Reports.

#### L. REPORTING ISSUES OUTSIDE OF CONTRACT SCOPE

During each visit, the Contractor, to the best of their ability, must observe if stormwater is prevented from entering the facility as intended, (e.g., water does not reach the inlet) or if there is any degradation of infrastructure which is outside of normal maintenance activities outlined in this Contract which impact the functionality and draining of the facility. This includes off-site conditions impacting the facility such as upslope unstable landscaping, stockpiles, or exposed soil that are causing excessive soil or sediment to enter the facility.

If normal maintenance activities outlined in this Contract do not restore the flow, the Contractor must note any field problems to the Project Officer via phone or email within forty-eight (48) hours of the visit. The Contractor shall also identify any encountered problems in their Maintenance Report and provide a photo documenting the issue in the report.

#### M. NON-PREPRICED ITEMS

Non-Prepriced Work shall be separately identified and submitted in a task order proposal. Information submitted in support of Non-Prepriced Work shall include, but not be limited to, the following:

Contractor certification: Should the Contractor believe that the Work required, or any portion thereof, is not identified in the Schedule of Unit Prices, or cannot reasonably be extrapolated from it, then the Contractor must provide a signed Contractor certification to that effect. The Contractor certification must explain in detail why the proposed Work should be considered Non-Prepriced Work. The Contractor certification must contain the following language: "I certify that the items identified as Non-

- Prepriced Line Items on this proposal are not listed in the Schedule of Unit Prices nor can they be reasonably extrapolated from it."
- 2. Complete specifications and technical data, including quantity of Non-Prepriced Line Items, Unit Price of Non-Prepriced Line Items, and support drawings;
- 3. Pricing data submitted in support of the Unit Price for Non-Prepriced Line Items must include a cost or price analysis report, consisting of:
  - Price quotations from three (3) Suppliers, when available (or as directed by the Project Officer), establishing the basis for selecting the approach proposed for accomplishment of the Work;
  - Cost and pricing data supporting the proposed quantity of Non-Prepriced Line Items: The Non-Prepriced Line Item cost must be properly itemized and supported by enough substantiating data to permit evaluation.
- 4. Non-Prepriced Line Item cost must be limited to the actual cost of labor, actual cost of materials, supplies and equipment, actual rental cost of machinery and equipment, plus a fixed fee for profit and overhead of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The term 'cost' as used in this Section is limited to the cost incurred in the actual performance of the work. The Subcontractors or Sub-subcontractors overhead and profit in turn must not exceed ten percent (10%). The total percentage of overhead and profit payable by the County (to both the Contractor and all sub tier Subcontractors), regardless of the subtier which performs the work, shall not exceed twenty percent (20%).
- 5. Following agreement, Non-Prepriced Item(s) will be included in the approved task order proposal. After using a Non-Prepriced Line Item, the Unit Price for the Work Item will be negotiated and fixed as a permanent prepriced Line Item which will no longer require price justification.

#### N. YEARLY MEETING

The Contractor shall meet with the Project Officer annually in January for the purpose of discussing the upcoming year's work and the Contractor's performance over the previous year. The meeting will occur either online via Microsoft Teams or in the office (2100 Clarendon Blvd). General discussion regarding scheduling, fielding questions, and monitoring performance will be performed as needed throughout the year via site visits, phone calls, and email.

#### O. MONTHLY SCHEDULE

The Contractor shall email a copy of each Month's Schedule to the Project Officer three (3) Business Days prior to starting work. The Contractor shall notify the Project Officer in writing via email and provide an updated schedule to the Monthly Schedule, including shifts due to inclement weather. The Project Officer will notify other County staff as needed.

#### P. RESTRICTED ACCESS FACILITIES

Three Departments manage the areas that County-owned stormwater management facilities are located on. If there are any changes to the schedule which require entry assistance and less than twenty-four (24) hours' notice has been given, the Contractor may have to reschedule work. If the Project Officer is unavailable and there is an access issue at a site, the Contractor may call the numbers listed below.

The Contractor shall check in and check out with on-site staff at sites with restricted access.

# **EMERGENCY NUMBERS:**

FACILITIES MANAGEMENT BUREAU HOTLINE - 703-228-4422 (Use for both FMB and OSEM Facilities)
DEPARTMENT OF PARKS AND RECREATION HOTLINE - 703-228-6525 (Use for DPR Facilities)

#### Q. AS-NEEDED WORK PROPOSAL REQUEST REQUIREMENTS

The Contractor shall review and ask questions (if applicable) regarding an as-needed work proposal request within forty-eight (48) hours of receiving the request. The Contractor shall provide a proposal for as-needed work within seven (7) Business Days of the initial request. As-needed work shall be completed within ten (10) Business Days of receiving a Purchase Order from the Project Officer. Failure to meet response deadlines during any period during this Contract may result in termination of the Contract by the County for default.

#### R. PERFORMANCE MONITORING

The Project Officer will conduct random site inspections to verify work performance and in combination with monthly review of reports will note issues with performance via email to the Contractor. The Project Officer will complete a Contractor Performance Report (See Appendix A) on an annual basis to summarize the year's performance. The Report measures performance on adherence to the schedule, execution of work, quality control, personnel oversight and leadership, communication, reporting, etc. The Report will be reviewed with the Contractor at the annual meeting so they are clear on expectations and deficiencies. The Report shall be signed by the Contractor after reviewing with the Project Officer.

#### S. METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured regularly throughout the term of the Contract. The Contractor will receive a Contractor Performance Report on an annual basis

The Contractor Performance Report provides for scoring a "+" or "-" on each topic. The topics are based on minimum requirements of this Contract. If the Contractor receives a "-" rating on the Report, the Contractor is considered on probation and may be issued a Warning. The Project Officer will then complete a Contractor Performance Report following the next month's work until the "-" rating is resolved. If the Contractor receives four (4) documented infractions within the Contract period, it may result in termination of the Contract by the County for default.

The Contractor will be evaluated on performance to include attendance at annual meetings, submitting Monthly Schedules, providing appropriately certified/trained personnel (per the required specifications), leadership and quality control over work performance, communication, accurate and complete reporting, adherence to professional and industry standards, and adherence to OSHA requirements and laws.

#### T. METHOD OF MONITORING PERFORMANCE

The performance of the Contractor will be monitored and measured regularly throughout the term of the Contract by consideration of the following performance criteria:

- 1. Phone Calls, Emails, and Site Visits The Contractor shall discuss issues via phone calls, emails, and during site visits and shall submit a Monthly Schedule to the Project Officer. Failure of the Contractor to respond within twenty-four (24) hours, two (2) times or more or failure to submit Monthly Schedules via email at least three (3) days prior to starting monthly work two (2) times or more during the Contract period may result in termination of the Contract by the County for default.
- 2. Monthly Schedule The Contractor shall adhere to the Monthly Schedule. The Contractor shall complete all maintenance tasks per the specifications in this Contract and per the Monthly Schedule in a timely manner.
- 3. Delays and Extension of Time If the Contractor is delayed at any time by unavoidable causes beyond the Contractor's control, the County shall determine the impact of such delays on the Contract schedule and may decide to issue an extension.

4. Oversight and Quality Control – The Contractor's Key Employees (e.g., Contract Manager, Crew Foreman/ Inspector, etc.) shall possess the expertise to provide quality control and effectively communicate and oversee crew performance. If it is deemed by the Project Officer that personnel are not effective in achieving the level of maintenance specified in this Contract, the deficiencies will be documented and may result in personnel being removed from the crew.

Communication - The Contractor shall respond back to calls or emails from the Project Officer in a timely manner. Timely manner is defined as no later than close of the following Business Day.

Failure to respond (non-communication) subsequent to documented warnings or infractions, poor performance or non-performance, during any period during this Contract may result in termination of the Contract by the County for default.

- 5. Reporting Reports shall be accurate and reflect current conditions and current photos. Failure to submit complete Reports in a timely manner, falsifying information, reporting inaccurate data, or non-adherence to the Contract requirements described herein may result in termination of the Contract by the County for default.
- 6. Corrective Actions In the event that the Contractor is notified by the Project Officer to correct poor workmanship, incomplete work, or incorrect or substandard materials at a facility the Contractor shall do so at no additional cost to the County. The County shall give notice of observed defects with reasonable promptness and the corrective actions shall be performed by the Contractor within seven (7) Business Days of notification. Failure to respond during any period during this Contract may result in termination of the Contract by the County for default.
- Industry Standards Failure or non-performance on maintenance tasks (e.g., specifications described herein such as Routine Maintenance) or failure to follow industry standards and codes may result in termination of the Contract by the County for default.
- 8. Federal, State, and Local Laws The Contractor shall abide by all Federal, State and Local Laws. Failure to follow all applicable local, state and federal standards (e.g., OSHA confined space entry, OSHA fall arrest), traffic management, or waste disposal may result in termination of this Contract by the County for default.

#### U. SERVICES FOR OTHER COUNTY DEPARTMENTS

This Contract may be extended to other County Departments. If other Departments make use of this Contract a separate Purchase Order (PO) will be issued by that Department. Project and Contractor management, invoices, scheduling, coordination, and payments will be the responsibility of the Department issuing the PO.

# V. CONTRACT RENEWALS

The Contractor must provide notice of intent to not renew the contract (if renewals remain) no less than sixty (60) calendar days in advance of the renewal date. Failure to provide this notice may negatively impact the Contractor's ability to obtain future work with the County.

#### W. SPECIAL PROVISIONS

- TRAFFIC MANAGEMENT: The Contractor shall be responsible for maintaining traffic flow, and for
  protection and safety of vehicles and pedestrians in the area affected by all contract work. The
  Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic
  flow and safety. Signs and other traffic control devices must be in accordance with the most current
  VDOT standards. At least one (1) Contractor employee at each site where traffic control is required
  must be a VDOT certified flagger trained on Basic Work Zone Traffic Control.
- 2. PARKING: The Contractor may not obstruct traffic flow during work and may not park vehicles on unpaved right-of-ways or sidewalks or any other unpaved areas without permission from the County. The Contractor shall abide by all County parking rules and regulations.
- 3. FACILITY ACCESSIBILITY: The Contractor shall be responsible to provide means and methods to access County stormwater facilities.
- 4. TESTING: The Contractor must provide documentation of all required testing of materials, etc., as stated in the specifications upon request of the County. Any work completed using materials that do not meet testing requirements and the related materials must be replaced at no cost to the County.
- 5. FIRE HYDRANT PERMIT: The Contractor may request a Fire Hydrant Permit from the County for obtaining water for items required by this contract. A permit is not guaranteed. The Contractor is responsible for any costs or fees associated with the permit.

#### X. PROTOCOLS

- 1. Annual Inspection, Maintenance and Reporting Protocol:
  - i. The Annual Inspection of facilities shall be conducted per Schedule A;
  - ii. Inspections shall be conducted by a DEQ Certified Stormwater Inspector;
  - iii. The Annual Inspection Reports shall be certified and submitted within ten (10) Business Days of the Inspection and no later than the 15th of the month following inspection that year;
  - iv. Inspections may be conducted independently of Maintenance; however, Maintenance must be completed within thirty (30) Calendar Days of the Inspection.
- 2. Routine Maintenance and Reporting Protocol:
  - i. Routine Maintenance shall be conducted per Schedule A;
  - ii. Maintenance Reports are due within ten (10) business days of work completion.

# Y. FACILITY DESIGN VERIFICATION:

It is the responsibility of the Contractor to refer to Construction Documents (or As-Built documents) and manufacturers' operating manuals to ensure that they comprehend the maintenance requirements for each facility. Construction Documents (or As-Built documents) will be provided upon award.

# **SPECIFICATIONS**

# 1) Underground Facilities – Routine Inspection and Maintenance Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of **3 CY** of disposal for **each** visit to **each** facility in this task.

The County will pay for haul and disposal of the waste material; however, it shall be incorporated into the Line Item pricing in Schedule A and not invoiced separately. The Contractor shall submit the manifest/invoice from the landfill with the Maintenance Report. The ticket shall note the content and weight of the disposed material.

These specifications detail the County's expectations for Routine Maintenance of facilities listed on Schedule A. They are the essential tasks which should be checked during each Inspection and Maintenance visit and condition noted on the Inspection and Maintenance Forms. Tasks will vary depending on time of year, facility age and design, stormwater and human impacts.

#### NOTES:

- 1. The Contractor shall be responsible for verifying manufacturer's maintenance and repair guidelines for each facility.
- 2. "EA" below refers to each facility, regardless of size of the facility or the number of cartridges or filters.
- 3. The County facilities include permit required confined spaces. Entry into each facility may or may not be required for maintenance and inspection. If entry is required for any task, OSHA rules for confined space entry must be followed. The Permit shall be posted at the work site during entry. Entry Permits must be filed and maintained by the Contractor.

#### A. FILTRATION DEVICES

A filtration device is a passive, flow-through filtration system which houses filter cartridges. It works by passing stormwater through the filters, which traps particulates and/or absorbs pollutants such as dissolved metals and oils. The filter material is housed in cartridges enclosed in a vault or manhole. Lack of maintenance of the device can result in the plugging of an orifice. If these flow controls are damaged, plugged, bypassed, or not working properly, the facility could overtop or release water too quickly which could damage streams, habitat and property.

The Contractor shall use Original Equipment Manufacturer (OEM) cartridges or Refurbished OEM cartridges (Refer to the specifications for each system to determine whether refurbished cartridges are allowable). At no time shall the Contractor use "Aftermarket" or "Field Refurbished" cartridges as they are prone to premature clogging, inadequate filtration due to media loss or empty space in filters, or broken or worn parts (gaskets, valves, floats). Many manufacturers have a cartridge exchange program. The Contractor shall submit original, dated receipts with any Report that includes cartridge replacement.

#### **CONTECH StormFilter – Routine**

Line Item U101-01 - CONTECH StormFilter - Routine Inspection & Maintenance (EA)

#### **CONTECH StormFilter – As-Needed**

Line Item U101-08 - StormFilter Cartridge Replacement - Refurbished 18" ZPG(EA) Line Item U101-09 - StormFilter Cartridge Replacement – Refurbished 27" ZPG(EA)

<u>Description</u>: A StormFilter is comprised of one or more structures which house rechargeable, self-cleaning, media-filled cartridges which trap particulates and absorb pollutants. Stormwater enters the StormFilter

through the inlet pipe and passes through the filtration media and begins filling the cartridge's center tube. When water nears the top of the cartridge, the float valve opens, and filter water is allowed to drain at the design flow rate. A one-way check valve then closes, activating a siphon which draws polluted stormwater evenly through the filter media and into the center drainage tube. Filtered water is discharged through the underdrain manifold. When the water level outside the cartridge approaches the bottom of the hood air rushes through the scrubbing regulators, releasing the water column and breaking the siphon, and the turbulent bubbling action agitates the surface of the filter media, promoting trapped sediment to drop to the vault floor. Manufacturer: CONTECH Stormwater Solutions, Inc.

<u>Refurbished Cartridges</u>: Unless otherwise specified Arlington County uses "ZPG" Cartridges which are a proprietary blend of zeolite, perlite, and GAC to improve the performance of perlite and target organics, soluble metals, and other pollutants. These OEM Cartridges must be used, and no substitute is allowed. If a structure is found to contain another type of filter, the Contractor shall replace cartridges with the appropriate ZPG Cartridge.

Note: CONTECH has a Cartridge Exchange Program whereby cartridges (new and refurbished) can be shipped to the site ready to install and empty cartridges shipped back.

<u>Execution</u>: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection and maintenance guidelines during dry weather when no flow is entering the system. Under normal operating conditions the StormFilter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter cartridges. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of cartridge replacement.

- a. If applicable, set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic and protect maintenance personnel from site hazards
- b. Visually inspect the external condition of the unit and take notes concerning defects or problems
- c. Open the access portals to the vault and allow the system to vent
- d. Without entering the vault, visually inspect the inside of the unit
- e. Make notes about the external and internal condition of the vault, paying attention to recording the level of sediment build-up on the floor of the vault, in the forebay, and on top of the cartridges
- f. If flow is occurring, note the flow of water per drainage pipe. Record all observations and photograph the conditions
- g. Install an outfall pipe plug to ensure no water bypasses the StormFilter system while cleaning
- h. Using appropriate equipment, offload the replacement cartridges (~150lbs each) and set aside
- Remove used cartridges from the vault using an approved manufacturer's methodology (hoisting equipment or to prevent damaging the manifolds connectors and cartridges during removal and installation.
- j. Remove accumulated sediment from the floor of the vault and from the forebay, either with a shovel or a vacuum truck
- k. Upon removal of the sediment, inspect the condition of the connectors, which are short sections of 2" Schedule 40 PVC or threaded Schedule 80 PVC that should protrude about 1" above the floor of the vault. Replace any damaged connectors.
- I. Powerwash the walls and floor
- m. Powerjet the underdrain pipes
- n. To ensure a watertight connection between the cartridge and the drainage pipe, apply a light coating of FDA approved silicon lube to the outside of the exposed portion of the connectors
- o. Using the vactor truck boom, crane or tripod, lower and install the new cartridges taking care not to damage connections
- p. Powerwash the outfall bay

- q. Hydrojet the outfall pipes
- r. Remove outfall pipe plug
- s. Close and fasten the access portals or door
- t. Remove safety equipment
- u. Dispose of accumulated materials at a landfill per County Guidelines
- v. Return empty cartridges to CONTECH for cleaning
- w. If appropriate, note the local draining area relative to ongoing construction, erosion problems or high pollutant loadings to the system
- x. Complete the Inspection Report detailing the maintenance which is needed

#### **CONTECH CatchBasin StormFilter - Routine**

Line Item U101-02 - CONTECH CatchBasin StormFilter - Routine Inspection & Maintenance (EA)

#### CONTECH CatchBasin StormFilter - As-Needed

Line Item U101-08 - StormFilter Cartridge Replacement - Refurbished 18" ZPG(EA) Line Item U101-09 - StormFilter Cartridge Replacement - Refurbished 27" ZPG(EA)

<u>Description</u>: A CatchBasin StormFilter (CBSF) consists of a multi-chamber steel, concrete, or plastic catch basin unit that can contain up to four StormFilter cartridges. The CBSF consists of a sumped inlet chamber and a cartridge chamber. Runoff enters the sumped inlet chamber by sheet flow off a paved surface or through an inlet pipe which discharges directly into the unit vault. The inlet chamber is equipped with an internal baffle, which traps debris and floating oil and grease, and an overflow weir. Heavier solids settle into the deep sump, while lighter solids and soluble pollutants are directed under the baffle and into the cartridge chamber through a port between the baffle and the overflow weir. Once in the cartridge chamber, polluted water ponds and percolates horizontally through the media in the filter cartridges. Filtered water collects in the cartridge's center tube which is then directed to an outlet pipe via an underdrain manifold and discharged. Manufacturer: CONTECH Stormwater Solutions, Inc.

#### Refurbished Cartridges: Same as above.

<u>Execution</u>: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the StormFilter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter cartridges. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of cartridge replacement.

- a. Establish a safe working area as per typical catch basin service activity
- b. Remove steel grate and diamond plate cover (~100 lbs each)
- c. Turn cartridge(s) counterclockwise to disconnect from pipe manifold
- d. Remove 4" center cap from cartridge and replace with lifting cap
- e. Remove cartridge(s) from catch basin by hand or with vactor truck boom
- f. Remove accumulated sediment via vactor truck (min. clearance 13" x 24")
- g. Remove accumulated sediment from cartridge bay (min. clearance 9.25" x 11")
- h. Rinse interior of both bays and vactor remaining water and sediment
- Install fresh cartridge(s) threading clockwise to pipe manifold
- j. Replace cover and grate

# k. Return original cartridges to CONTECH for cleaning

If standing water is present, inspect to see if the facility is harboring mosquito larvae. If so, fasten an approved larvicide (Mosquito Dunks and Summit B.t.i. Briquets) by string or wire to the CBSF to prevent displacement by high flows (or a magnet for steel catch basins).

Media may be removed from the filter cartridges using the vactor truck before the cartridges are removed from the catch basin structure. Empty cartridges can be easily removed from the catch basin structure by hand. Empty cartridges should be reassembled and returned to CONTECH as appropriate.

Materials required: Lift cap, Vactor Truck and Fresh Filter Cartridges. Contact CONTECH for specifications and availability of the lifting cap. The vactor truck must be equipped with a hose capable of reaching areas of restricted clearance. Refurbished cartridges are available from CONTECH on an exchange basis.

#### AbTech Ultra-Urban Filter - Routine

Line Item U101-03 - AbTech Ultra-Urban Filter - Routine Inspection & Maintenance(EA)

#### AbTech Ultra-Urban Filter - As-Needed

Line Item U101-10 – Ultra-Urban Filter – #CO 1414H Smart Sponge Replacement(EA) Line Item U101-11 – Ultra-Urban Filter – #CO 1414N Smart Sponge Replacement(EA) Line Item U101-12 – Ultra-Urban Filter – #DI 1420H Smart Sponge Replacement(EA) Line Item U101-13 – Ultra-Urban Filter – #DI 1420N Smart Sponge Replacement(EA)

<u>Description</u>: An Ultra-Urban Filter (Insert) is constructed of high strength corrugated recycled content plastic and is designed to capture trash and sediment in the upper basket chamber and absorb hydrocarbons in the filter media (sponge). Under normal operating conditions the Ultra-Urban Filter should be replaced every three years. Manufacturer: AbTech Industries, Inc.

Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall clean the system without replacing the filter. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

The Contractor shall vacuum out sediment and debris from the modules through the opening of the drain. The Contractor shall be very careful to check that the inserts are not plugged with sediment, and if so, they should be washed off as part of the maintenance regime. Additionally, if the debris is very dry the Contractor shall be very careful to bag it without flushing it into the system. Note, if a system has a Flow Diverter the Contractor shall be careful of handling due to sharp edges.

Note: At the County's discretion, the Contractor may be directed to clean the system without replacing the filter cartridges. In this case, the Contractor will follow the above-stated maintenance procedures with the exception of cartridge replacement.

# Flogard Trench Drain Filter - Routine

Line Item U101-04 - Flogard Trench Drain Filter - Routine Inspection & Maintenance (EA)

Flogard Trench Drain Filter - As-Needed

# Line Item U101-14 - Flogard Trench Drain Filter Insert FG-TDOF4 Replacement (EA)

<u>Description</u>: The FloGard Trench Drain Filter is a modular filter designed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into trench drain systems. It includes a UVresistant woven geo-textile wrapped around a perforated core encapsulating a sorbent material which is replaceable. Manufacturer: Oldcastle Infrastructure

<u>Execution</u>: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly inspection, the Contractor shall cleanthe system without replacing the filter. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

- a. Remove trench drain grate(s) and set to one side.
- b. Collect and remove sediment and debris (litter, leaves, papers, cans, etc.).
- c. Inspect for defects.
- d. Vacuum and remove materials from the filter liner.
- e. Remove the filter assembly from the drainage inlet. Remove the outer filter liner from the filter assembly and remove filter medium pouches by unsnapping the tether from the interior ring and sent to one side. Inspect the filter liner, PVC body and fittings for continued serviceability. Correct minor damage or defects on the spot and note in the Maintenance Report. Note more extensive deficiencies that affect the efficiency of the filter (torn liner, etc.), in the Maintenance Report.
- f. Inspect the filter liner and filter medium pouches for defects and continued serviceability and replace as necessary and reattach the pouch tethers to the PVC body interior ring.
- g. Wash interior of facility and remove all sediment, debris, and wash water.
- h. Replace the trench drain grate(s).

#### **REM Triton Drop Inlet Filter - Routine**

Line Item U101-05 - REM Triton Drop Inlet Filter - Routine Inspection & Maintenance (EA)

# REM Triton Drop Inlet Filter - As-Needed

# Line Item U101-15 - REM Triton Drop Inlet Filter FOG-AC-ZEO Media Blend Insert Replacement (EA)

<u>Description</u>: The REM Triton Drop Inlet Filter is a modular filter designed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into storm drain systems. It treats flow laterally through a media pack element and includes a stainless-steel media cartridge that locks in place onto the filter basin floor. The cartridge houses replaceable filter media packs that treat stormwater for pollutants including liquefied petroleum hydrocarbons (Fats, Oils & Grease including animal fats) and Total Suspend Solids (TSS) such as trash, sediment, silt, vegetative debris. Manufacturer: Revel Environmental Manufacturing, INC. Execution: The Contractor shall complete the Inspection Report and shall follow manufacturer

inspection guidelines during dry weather when no flow is entering the system. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each yearly inspection. If the filters are not at the end of their lifespan as determined during yearly

inspection, the Contractor shall clean the system without replacing the filter. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

- a. Clean surface area immediately around each storm drain utilizing a stiff bristled push-broom, flat shovel or industrial vacuum.
- b. Remove grate or manhole cover and set aside.
- c. Inspect perimeter filter flange gasket. Confirm media cartridge is secure in the filter basin.
- d. Remove debris trapped in grate slot openings.
- e. Utilize an industrial vacuum to remove debris from within filter basin.
- f. Pressure wash media pack through the stainless-steel cartridge. (Avoid discharge by utilizing an industrial vacuum to remove excess water while pressure washing).
- g. Inspect media housed inside stainless steel cartridge. Replace filter media if manufacturers recommendations require it.
- h. Wash interior of facility and remove all sediment, debris, and wash water.
- i. Place grate or manhole cover back on catch basin grate frame.
- j. Secure dated service lock-out tag on grate lid.
- k. Note observations, concerns or recommendation regarding specific filter on inspection and/or maintenance report.

#### **PIG Frameless Storm Drain Filter - Routine**

Line Item U101-06 - PIG Frameless Storm Drain Filter - Routine Inspection & Maintenance (EA)

#### PIG Frameless Storm Drain Filter - As-Needed

## Line Item U101-16 - PIG Frameless Storm Drain Filter FLT116 (EA)

<u>Description</u>: The PIG Frameless Storm Drain Filter is a modular filter designed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into storm drain systems. It includes a woven geo-textile with an 18" accumulation pocket and filter strips to remove floating oil and other hydrocarbons. Manufacturer: New Pig

Execution: The Contractor shall follow manufacturer inspection guidelines during dry weather when no flow is entering the system. This system does not require an inspection report and the maintenance report shall cover all 44 PIG Frameless Storm Drain Filters and 5 Trench Drain Filters. Under normal operating conditions the filter lifespan varies per facility and must be assessed at each visit. If the filters are not at the end of their lifespan as determined during each visit, the Contractor shall clean the filter and system without replacing the filter. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter replacement.

- a. Remove storm drain grate(s) and set to one side.
- b. Collect and remove sediment and debris (litter, leaves, papers, cans, etc.).
- c. Inspect for defects.
- d. Vacuum and remove materials from the filter.
- e. Remove the filter assembly from the drainage inlet. Inspect the filter for continued serviceability. Correct minor damage or defects on the spot and note in the Maintenance Report. Note more extensive deficiencies that affect the efficiency of the filter in the Maintenance Report.
- Replace the filter if necessary.

- g. Wash interior of facility and remove all sediment, debris, and wash water.
- h. Replace the storm drain grate(s).

#### **Trench Drain Filter - Routine**

Line Item U101-07 - Trench Drain Filter - Routine Inspection & Maintenance (EA)

#### Trench Drain Filter - As-Needed

### Line Item U101-17 - Non-woven Geotextile Filter Fabric (SF)

<u>Description</u>: The Trench Drain Filter is a piece of non-woven geotextile filter fabric placed to collect sediment, debris and petroleum hydrocarbons from stormwater runoff into a trench drain. Geotextile filter fabric shall be non-woven polypropylene geotextile with a flow rate of >110 gal/min/sq ft (e.g., Geotex 351 or equivalent).

Execution: The Contractor shall inspect and maintain filter fabric during dry weather when no flow is entering the system. This system does not require an inspection report and the maintenance report shall cover all 44 PIG Frameless Storm Drain Filters and 5 Trench Drain Filters. Under normal operating conditions the filter fabric lifespan varies per facility and must be assessed at each visit. If the filter fabric is not at the end of its lifespan as determined during each visit, the Contractor shall clean the filter fabric and system without replacing the filter fabric. In this case, the Contractor will follow the below-stated maintenance procedures with the exception of filter fabric replacement.

- a. Remove storm drain grate(s) and set to one side.
- b. Collect and remove sediment and debris (litter, leaves, papers, cans, etc.).
- c. Inspect for defects.
- d. Vacuum and remove materials from the filter fabric.
- e. Remove the filter fabric from the drainage inlet. Inspect the filter fabric for continued serviceability. Correct minor damage or defects on the spot and note in the Maintenance Report. Note more extensive deficiencies that affect the efficiency of the filter fabric in the Maintenance Report.
- f. Replace the filter fabric if necessary.
- g. Wash interior of facility and remove all sediment, debris, and wash water.
- h. Replace the storm drain grate(s).

#### **B. HYDRODYNAMIC SEPARATORS**

Hydrodynamic separators use cyclonic separation to control water pollution. They are designed as flow-through structures with a settling or separation unit to remove sediment and other pollutants. When vacuuming out the systems, the trapped sediments, hydrocarbons, debris and water mix together, thus waste shall be taken in full to a landfill, including liquid waste and floatables. Floatables from stormwater devices should never be recycled.

#### **CONTECH CDS Hydrodynamic Separator**

# Line Item U102-01 – CONTECH Continuous Deflective Separation (CDS) –Routine Inspection & Maintenance (EA)

<u>Description</u>: The CDS hydrodynamic separator utilizes natural motion of water to separate and trap sediments. A very fine screen deflects the pollutants which are captured in a litter sump in the center of the system. Floatables are retained separately. Stormwater enters the CDS through inlets

and the inlet flume guides the water into a separation chamber where water velocities within the chamber create a swirling vortex forcing floatable and solids to the center of the chamber. Sediment settles into an isolated sump. Stormwater moves under the hydrocarbon baffle and the filtered water exits the system via an outlet pipe.

Access is gained through two manhole access covers – one allows cleanout of the separation chamber (screen/cylinder) and sump and the second one allows cleanout of sediment captured and retained behind the screen. For units with a single manhole allows for access to both areas. Manufacturer: CONTECH Stormwater Solutions, Inc.

Execution: The Contractor shall follow manufacturer guidelines in dry weather when no flow can enter the system. The Contractor shall complete the Inspection Report to include inspecting for blockages or obstructions to the inlet or separation screen. Measurements shall be conducted with a calibrated 'dip stick' so that the depth of deposition can be tracked. Measurements include the amount of solid materials which have accumulated in the sump, the amount of fine sediment accumulated behind the screen, and the amount of floating trash and debris in the separation chamber. Since floatables accumulate more quickly they should be removed using a vactor truck or dip net before the layer thickness exceeds one foot. The unit shall never be more than 85% full.

The CDS unit should be pumped down at least once a year and the screen should be power washed. The separation chamber (inlet/cylinder and separation screen) and oil baffle shall be inspected as well as the unit's internal components, paying attention to loosening bolts used to fasten the components to the manhole structure and to each other. The Contractor shall note any damaged components, including fasteners, seals, plugs, netting, which need to be repaired or replaced immediately. All parts shall be replaced with parts from the Original Equipment Manufacturer (OEM).

The Contractor shall note if there is a distinct odor created by decomposition of material which should be removed.

### **CONTECH Vortechs**

### Line Item U102-02 - CONTECH Vortechs - Routine Inspection & Maintenance (EA)

<u>Description</u>: The Vortechs is a below-ground, shallow treatment unit which traps and retains trash, debris, sediment, and hydrocarbons from stormwater runoff. The water enters through an inlet pipe and the swirling motion of the water within the chamber settles solids to the chamber floor. A baffle wall traps floatables and hydrocarbons and filtered stormwater flows to the outlet chamber and exits the outlet pipe. Manufacturer: CONTECH Stormwater Solutions, Inc.

<u>Execution</u>: The Contractor shall complete the Inspection Report to include measuring the depth of sediment accumulation with a stadia rod (or similar measuring device) and vacuum it out. The unit shall never be filled with sediment within one foot of the dryweather water surface elevation.

The Contractor shall follow manufacturer guidelines in dry weather when no flow can enter the system and shall include but not be limited to:

- a. Install an outfall pipe plug to ensure no water bypasses the Vortechs structure
- b. Insert a vacuum hose into the swirl chamber and evacuate the water and sediment. As water is evacuated, the water level outside of the swirl chamber will drop to the crest of the lower aperture of the swirl chamber where it shall remain while pumping as the swirl chamber is sealed to the tank floor and walls. This 'water lock' feature prevents water from migrating into

the swirl chamber. Floating pollutants will decant into the swirl chamber as the water level is drawn down so that most floating material can be vacuumed from the swirl chamber. Additional floating material which does not decant into the swirl chamber during draw down should be skimmed from the baffle chamber. If maintenance is not performed as recommended, sediment may accumulate outside the swirl chamber and it may be necessary to pump out the other chambers

- c. Powerwash the walls and floor of the vault
- d. Remove pipe plug from the outfall pipe
- e. Secure manhole covers to prevent leakage of runoff into the system from above and to ensure proper safety precautions

### **Rinker Stormceptor**

# Line Item U102-03 - Rinker Stormceptor® - Routine Inspection & Maintenance (EA)

<u>Description</u>: The Stormceptor® is designed to trap and retain non-point source pollutants using a by-pass chamber and treatment chamber. Water enters the Stormceptor® sump through the inlet pipe; higher flows pass over the weir (the low point in the "Stormceptor® Insert") and leave the structure through the outlet pipe without treatment. Water that remains in the Stormceptor® collects in the sump, which allows solids to settle out. Those solids must be periodically removed. There is a large area in the sump above the inlet of the outlet pipe that allows oil and grease to collect rather than being discharged from the structure. Oil and debris must be periodically removed; if it is not, the volume of materials will exceed the allowed space, and any excess will be discharged from the system. Manufacturer: Imbrium Systems Corp.

Execution: The Stormceptor can be inspected through a standard surface manhole access cover. Sediment can be inspected via the oil inspection port or exitriser pipe using a sediment probe or oil dipstick. Oil depth can be measured through the oil inspection port. Maintaining the Stormceptor shall be done in dryweather when no flow can enter the system. The Contractor shall complete the Inspection Report to include measuring the depth of sediment, petroleum or oil accumulation with a dipstick tube and vacuuming it out. The manufacturer recommends that maintenance be performed when sediment volume in the unit reaches 15% of the total storage.

- a. Install an outfall pipe plug to ensure no water bypasses the Stormceptor
- b. Hydrojet the inflow pipe from the first inlet structure that flows into the Stormceptor to a maximum pipe length to 100 feet upstream
- c. Check for oil level through the oil inspection port using a dipstick tube; If oil is present, pump off the oil layer into separate containment using a small pump and tubing; Dispose of per Arlington County Guidelines.
- d. Powerwash the ceiling, walls and floor of the lower chamber
- e. Vacuum water from the lower chamber no water shall be decanted to a stormdrain or the sanitary sewer
- f. Vacuum sediment and sludge from the bypass chamber
- g. Re-fill the lower chamber with water (when required)
- h. Remove the inspection port plugs and clean the bypass chamber
- i. Clean the drop T-pipe
- j. Clean the outfall pipe to the first pipe joint
- k. Reinstall the inspection port plugs
- I. Remove pipe plug from the outfall pipe

Some As-Needed work may be necessary which is not included in the specifications such as the replacement of the T-pipe, clean-out pipe, insert chamber, and inspection port plug. If needed the Contractor shall verify with the manufacturer and prepare and submit an estimate for approval to the County.

#### C. DETENTION VAULTS

### **Detention Vault (Standard)**

#### Line Item U103-01 – Detention Vault - Routine Inspection & Maintenance EA)

<u>Description</u>: A Detention Vault is an underground structure, typically a concrete vault or series of large diameter pipes, which temporarily stores stormwater and releases it slowly. These underground detention systems are enclosed spaces where harmful chemicals and vapors can accumulate. Therefore the inspection and maintenance of these facilities can only be done by individuals trained and certified to work in hazardous, confined spaces.

Some underground structures have flow control structures and/or flow restrictors which release stormwater at a specified rate. It is important to ensure they are not damaged, plugged, bypassed, or not working properly because the facility could release water too quickly, overtop or release water too slowly or too quickly which could damage streams, habitat and property.

<u>Execution</u>: The Contractor shall complete the Inspection Report and shall follow manufacturer inspection and maintenance guidelines during dry weather when no flow is entering the system. The tasks may include and may not be limited to:

- a. Measure and photograph accumulated sediment levels
- b. Inspect air vents to make sure there is no blockage or damage
- c. Inspect all joints between the tank and pipe section to make certain there are no openings or voids which would allow material to be transported into the facility
- d. Inspect to ensure that it is not bent out of shape more than 10%
- e. Inspect to make sure there are no cracks and that no soil particles are entering through cracks
- f. Inspect to make sure there are no cracks at the joints of any inlet or outlet pipes or evidence of soil entering the vault through the walls
- g. Inspect to make sure the manhole cover closes tightly (if applicable)
- h. Inspect locking mechanisms to ensure that it cannot be opened without proper maintenance tools
- i. Inspect the ladder to make sure it is not missing rungs, misaligned, cracked, excessively rusted
- j. Inspect to make sure sediment, trash or debris does not exceed 60% of the sump depth as measured from the bottom of the basin to the invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6" clearance from the debris surface to the invert of the lowest pipe
- k. Inspect to make sure there are no accumulated decaying organic materials generating odors
- I. Inspect to make sure that the frame is not damaged or sitting flush on the slab
- m. Inspect to make sure there is no evidence of oil, gasoline, contaminants or other pollutants are in the structure

#### Maintenance

a. Install an outfall pipe plug to ensure no water bypasses the underground detention

system

- b. Hydrojet the inlet pipe from the first inlet structure that flows into the system
- c. Remove all sediment, debris and water from the pipes
- d. Remove all sediment, debris and water from the trash racks
- e. Powerwash all interior surfaces
- f. Powerwash the control structure
- g. Remove sediment, debris and trash from the outfall side of the control structure
- h. Hydrojet the outfall pipe
- i. Remove the pipe plug from the outfall pipe

# 2) <u>Underground Facilities – As-Needed Services</u>

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted.

These As-Needed items are outside the scope of "Routine." The Contractor shall be billed on a per unit basis. As-Needed Services may be to restore the functionality of a facility. The As-Needed hourly rates will apply to services which are not covered by the bid items such as emergency repairs, clearing blocked underdrains, replacement of proprietary media, etc.

Services may include repairs to underdrain pipes, elbows, energy dissipaters, floats, diaphragms, access doors, valves, install new manhole frame, manhole cover (traffic-bearing or non-traffic-bearing), steps, or ladders; etc. to include emergency repairs such as pipe or structure blockage which must be addressed immediately.

#### **INFRASTRUCTURE MAINTENANCE**

#### Line Item U105-01 - As-Needed Mobilization of Vactor Truck with Operator (HR)

Hourly rental for the time that the vactor truck is in use only. This line item shall also be used for the restorative cleaning of permeable pavement including but not limited to permeable pavers with and without gravel, and permeable concrete.

Line Item U105-02 - As-Needed Excessive Removal and Disposal of Sediment/Slurry/Waste at Landfill(CY)

Line Item U105-03 - CCTV Inspection - Set up and Reporting(LS)

Line Item U105-04 - CCTV Inspection (LF)

Line Item U105-05 - Pump (Gasoline Operated, 3" discharge) with Operator(HR)

Line Item U105-06 – Rubber-Tracked Skid Steer Loader with Operator (Small) (HR)

Hourly rental for the time that the loader is in use only.

Line Item U105-07 - Rubber-Tracked Compact/Mini Excavator with Operator (HR)

Hourly rental for the time that the excavator is in use only.

Line Item U105-08 - Rubber-Tired Front-End Loader/Backhoe with Operator (HR)

Hourly rental for the time that the loader/backhoe is in use only.

Line Item U105-09 - Tree Removal (2"-4" Caliper) (EACH)

Removal of tree and roots to a depth that prevents regrowth.

#### SITE STABILIZATION

Line Item U105-10 – Furnish and Install Topsoil (CY)

Topsoil shall be a loam, sandy loam, clay loam, silt loam, sandy clay loam, or loamy sand. Soils having low moisture content, low nutrient levels, low pH, materials toxicity to plants, and/or unacceptable soil gradation are not acceptable. Topsoil must not be a mixture of contrasting textured subsoils and shall contain less than 5 % by volume of cinders, stones, slag, coarse fragments, gravel, sticks, roots, trash, or other materials larger than 1 1/2 " in diameter. It must be free of plants or plant parts of Bermuda grass, Quack grass, Johnson grass, Nutsedge, Poison Ivy, Phragmites, Canada thistle, or any noxious weeds and contain no substances harmful to plant growth. The soil shall have a pH between 5.5-6.5. Organic matter shall be greater than 5%. Maximum sand content in topsoil shall be 50%.

# Furnish and Install Seeds for Turf Establishment (Broadcast or Hydroseeding)

Seeding and mulching per VDOT specification:

Line Item U105-11 – Seed Mix 50% K-31; 50% Annual Rye (SY)

Line Item U105-12 – Seed Mix 75% K-31 and 25% Annual Rye (SY)

Line Item U105-13 – Furnish and Install Straw Mulch (SY)

Line Item U105-14 – Furnish and Install Curlex NetFree (or Approved Synthetic Material Free Equal) (SY)

# 3) Permeable Pavement Facilities – As-Needed Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted.

# Line Item U106-01 - Permeable Pavement -3/8" Aggregate Replenishment (for an average of 2" New Aggregate) (CY)

Purchase and installation of new aggregate (based on square footage of permeable paved facilities). This Line Item shall be used to replenish the aggregate to fill paver voids after performing restorative cleaning via vactor truck. VDOT #8 even graded stone (ASTM D448).

#### Line Item U106-02 - As-Needed Mobilization of Billy Goat Type Vacuum with Operator (HR)

Hourly rental for the time that the Billy Goat Type Vacuum is in use only. This line item shall also be used for the restorative cleaning of permeable pavement including but not limited to flexible and inflexible poly bound pavements, and synthetic turf.

# 4) Labor Rates – Hourly, Overtime and Emergency (O/E)

CF - Crew Foreman/Inspector (HR and O/E)

LAB - Laborer (HR and O/E)

FLAG - VDOT Certified Flagger (HR and O/E)

# **EXHIBIT C - PRICE BID OF CONTRACTOR**

	LEGEND
COLOR	CONTRACTOR INSTRUCTIONS
\$ -	To Be Entered by Contractor
#REF!	Automatically Calculated and Brought Forward (Contractor shall not alter)
#REF!	Automatically Calculated (Contractor shall not alter)

Unit	Each	Linear Foot	Cubic Yard	Square Yard	Ton	Lump Sum	Hour
Abbreviation	EA	LF	CY	SY	TN	LS	HR

# 21-DES-ITB-367 - Underground SWMF Maintenance, Inspection, and Repair SCHEDULE A - MAINTENANCE PRICING SCHEDULE BY LOCATION

# FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, DISPOSAL & HAUL FOR THE INSPECTION & MAINTENANCE OF COUNTY-OWNED STORMWATER MANAGEMENT FACILITIES IN ARLINGTON, VIRGINIA

The table below calcuates the Total Annual Visits and the Total Annual Cost for each of the four sub-task areas.

Those costs are transferred to the Routine Line Items and Summary Table (bottom left)

does not print

ONTRACT	OR: PLEASE	PROVIDE F	PRICES IN ALL CELLS HIGH	LIGHTED IN BLUE										FILTR	ATION DEVICES	HYDI	RODYNAMIC	DETEN	NTION VAULTS
OWNER	FACILITY ID	CSP #	FACILITY ADDRESS	FACILITY LOCATION	FACILITY DESCRIPTION	RESTRICTED FACILITY	LINE ITEM	CARTR QTY	CARTR TYPE	SERVICE MONTHS	ANNUAL VISITS	UNIT PRICE (PER SITE VISIT)	ONE-YEAR CONTRACT PRICE	ANNUAL VISITS	ONE-YEAR CONTRACT PRICE	ANNUAL VISITS	ONE-YEAR CONTRACT PRICE	ANNUAL VISITS	ONE-YEAR CONTRACT PRICE
FMB	09-1100B	900335	3308 S STAFFORD ST	FAIRLINGTON COMM CTR	CONTECH STORMFILTER		U101-01	6	18" ZPG	NOV	1	\$ 1,410.00		1	\$1,410.00				
FMB	06-1011	995	2850 S TAYLOR ST	FIRE LOGISTICS CTR	CONTECH STORMFILTER		U101-01	3	18" ZPG	NOV	1	\$ 927.50	\$ 927.50	1	\$927.50				
FMB	06-1011B	995	2850 S TAYLOR ST	FIRE LOGISTICS CTR	CONTECH STORMFILTER		U101-01	6	18" ZPG	NOV	1	\$ 927.50	\$ 927.50	1	\$927.50				
FMB		995	2850 S TAYLOR ST	FIRE LOGISTICS CTR	CONTECH STORMFILTER		U101-01	5	18" ZPG	NOV	1	\$ 927.50	\$ 927.50	1	\$927.50				
FMB		770	2704 S TAYLOR ST	TRADES CTR	CONTECH STORMFILTER		U101-01	31	18" ZPG	NOV	1	\$ 2,305.00		1	\$2,305.00				
FMB		770	2700 S TAYLOR ST	TRADES CTR	CONTECH STORMFILTER		U101-01	13	18" ZPG	NOV	1	\$ 2,305.00		1	\$2,305.00				
FMB	03-887C	770	4200 28TH ST S	TRADES CTR	CONTECH STORMFILTER		U101-01	29	18" ZPG	NOV	1	\$ 2,305.00	\$ 2,305.00	1	\$2,305.00				
FMB	03-887D	770	4200 28TH ST S	TRADES CTR	CONTECH STORMFILTER		U101-01	18	18" ZPG	NOV	1	\$ 2,030.00		1	\$2,030.00				
FMB		16023	1723 FAIRFAX DR	TLP BUILDING C	CONTECH STORMFILTER	х	U101-01	4	18" ZPG	NOV	1	\$ 1,615.00		1	\$1,615.00				
FMB	14-1727A	901132	3201 S EADS ST	ART BUS FACILITY	CONTECH STORMFILTER		U101-01	4	18" ZPG	NOV	1	\$ 995.00		1	\$995.00				
FMB	14-1727B	901132	3201 S EADS ST	ART BUS FACILITY	CONTECH STORMFILTER		U101-01	4	18" ZPG	NOV	1	\$ 995.00	\$ 995.00	1	\$995.00				
FMB	14-1727C	901132	3201 S EADS ST	ART BUS FACILITY	CONTECH STORMFILTER		U101-01	8	18" ZPG	NOV	1	\$ 995.00	\$ 995.00	1	\$995.00				
FMB	18-0115A	6570	300 N PARK DR	LUBBER RUN CC	CONTECH STORMFILTER		U101-01	45	27" ZPG	NOV	1	\$ 2,720.00	\$ 2,720.00	1	\$2,720.00				
FMB	06-1022B	934	4100 OLD DOMINION DR	FIRE STATION #3	CONTECH CATCHBASIN STORMFILTER		U101-02	1	18" ZPG	NOV	1	\$ 720.00	\$ 720.00	1	\$720.00				
FMB	06-1022C	934	4100 OLD DOMINION DR	FIRE STATION #3	CONTECH CATCHBASIN STORMFILTER		U101-02	1	18" ZPG	NOV	1	\$ 720.00	\$ 720.00	1	\$720.00				
FMB	02-853	1007	3550 WILSON BLVD	ARL ARTS CTR	TRENCH DRAINS TO CONTECH CDS HYDRO-DYNAMIC 2015		U102-01			NOV	1	\$ 1,480.00	\$ 1,480.00			1	\$1,480.00		
FMB	05-951	864	2975 S QUINCY ST	SHIRLINGTON (BUS) STATION	TRENCH DRAINS TO RINKER STORMCEPTOR M/N 450I		U102-03			NOV	1	\$ 1,093.00	\$ 1,093.00			1	\$1,093.00		
FMB	03-887E	770	2700 S TAYLOR ST	TRADES CTR	RINKER STORMCEPTOR M/N STC 450I		U102-03			NOV	1	\$ 1,093.00	\$ 1,093.00			1	\$1,093.00		
FMB	03-887F	770	2700 S TAYLOR ST	TRADES CTR	RINKER STORMCEPTOR M/N STC 900		U102-03			NOV	1	\$ 1,480.00	\$ 1,480.00			1	\$1,480.00		
FMB	90-382A	4631206	1435 N COURTHOUSE RD	ARL CTY DET FACILITY*	DET VAULT	х	U103-01			NOV	1	\$ 100.00	\$ 100.00					1	\$100.00
FMB	90-382B	4631206	1425 N COURTHOUSE RD	ARL CTY DET FACILITY*	DET VAULT	x	U103-01			NOV	1	\$ 100.00	\$ 100.00					1	\$100.00
FMB	90-382C	4631206	2017 14TH ST N	ARL CTY DET FACILITY*	DET VAULT	х	U103-01			NOV	1	\$ 100.00	\$ 100.00					1	\$100.00
FMB	08-1079A	1100807	4975 COLUMBIA PIKE	ARL MILL COMM CTR**	DET VAULT w/ 2 VORTEX RAINFILTERS		U103-01			NOV	1	\$ 720.00	\$ 720.00					1	\$720.00
FMB	88-266	403	500 S GLEBE RD	FIRE STATION #1	DET VAULT w/ TWO 72" CMP BARRELS & OUTFALL CHAMBER		U103-01			NOV	1	\$ 2,614.00	\$ 2,614.00					1	\$2,614.00
FMB	06-1022A	934	4100 OLD DOMINION DR	FIRE STATION #3	DET VAULT; 55 LF OF 60" HDPE		U103-01			NOV	1	\$ 2,030.00	\$ 2,030.00					1	\$2,030.00
FMB	97-637	564	1900 S WALTER REED DR	FIRE STATION #9	DET VAULT; 56' x 13'		U103-01			NOV	1	\$ 2,614.00	\$ 2,614.00					1	\$2,614.00
FMB	92-444A	452	1554 COLUMBIA PIKE	RESIDENTIAL PROGRAM CTR	DET VAULT; 76 LF - 72" ACSP		U103-01			NOV	1	\$ 2,125.00	\$ 2,125.00					1	\$2,125.00
FMB	92-444B	452	1554 COLUMBIA PIKE	RESIDENTIAL PROGRAM CTR	DET VAULT; 103 LF - 72" ACSP		U103-01			NOV	1	\$ 2,125.00	\$ 2,125.00					1	\$2,125.00
FMB	07-1069A	501542	2422 N FILLMORE ST	WOODMONT COMM CTR	DET VAULT; 36 LF OF 72" CMP		U103-01			NOV	1	\$ 2,030.00	\$ 2,030.00					1	\$2,030.00
FMB	14-1727D	901132	3201 S EADS ST	ART BUS FACILITY**	SKY HARVEST WATER CONSERVATION SYSTEM		U103-01			NOV	1	\$ 720.00	\$ 720.00					1	\$720.00
FMB	18-0115B	6570	300 N PARK DR	LUBBER RUN CC	DET VAULT - 265 LF OF 60" HDPE		U103-01			NOV	1	\$ 2,754.00	\$ 2,754.00					1	\$2,754.00

\*Inspection only, no maintenance

\*\*Inspection of facility and maintenance of filters only

d	OWNER	FACILITY ID	CSP#	FACILITY ADDRESS	FACILITY LOCATION	FACILITY DESCRIPTION	RESTRICTED FACILITY	LINE ITEM	CARTR QTY	CARTR TYPE	SERVICE MONTHS	ANNUAL VISITS	NIT PRICE SITE VISIT)	ONE-YEAR CONTRACT PRICE	
	DPR	16-0308x	17090	5101 7TH RD S	TYROL HILL PARK	FLOGARD TRENCH DRAIN FILTER		U101-04			NOV	1	\$ 756.72	\$ 756.72	Ī
	DPR	11-1164E	1102872	4190 FOUR MILE RUN DR	BARCROFT BASEBALL FIELD	REM TRITON CATCHBASIN		U101-05			NOV	1	\$ 756.72	\$ 756.72	
	DPR	03-878	788	4190 S FOUR MILE RUN DR	BARCROFT PARK & PLAYFIELD	RINKER STORMCEPTOR 2400		U102-03			NOV	1	\$ 2,574.95	\$ 2,574.95	
	DPR	03-878B	788	4190 S FOUR MILE RUN DR	BARCROFT PARK & PLAYFIELD	RINKER STORMCEPTOR 900		U102-03			NOV	1	\$ 1,555.48	\$ 1,555.48	1
	DPR	02-862A	786	1001 N KENNEBEC ST	WESTOVER PLAYGROUND	VAULT FOR DRY POND (by baseball outfield)		U103-01			NOV	1	\$ 3,628.05	\$ 3,628.05	
	DPR	02-862B	786	1001 N KENNEBEC ST	WESTOVER PLAYGROUND	VAULT FOR DRY POND (by baseball infield)		U103-01			NOV	1	\$ 3,628.05	\$ 3,628.05	
	DPR	02-862C	786	1001 N KENNEBEC ST	WESTOVER PLAYGROUND	VAULT FOR DRY POND (by basketball court)		U103-01			NOV	1	\$ 3,628.05	\$ 3,628.05	
	DPR	SP-568B	568	4200 S FOUR MILE RUN DR	BARCROFT PARK & PLAYFIELD	DET VAULT; 468 LF - 72" CMP		U103-01			NOV	1	\$ 3,994.85	\$ 3,994.85	
	DPR	05-970C	849	2700 N GREENBRIER ST	GREENBRIER PARK	DET VAULT; 24" RCP & 36" RCP		U103-01			NOV	1	\$ 2,894.45	\$ 2,894.45	]
	DPR	04-919	831	2200 6TH ST S	PENROSE PARK	DET VAULT; TRIPLE 185LF OF 30" HDPE		U103-01			NOV	1	\$ 3,628.05	\$ 3,628.05	
	DPR	02-846B	677	6022 WILSON BLVD	POWHATAN SPRINGS PARK	DET VAULT; 36" CMP		U103-01			NOV	1	\$ 3,628.05	\$ 3,628.05	
	DPR	12-1354A	12235	801 S SCOTT ST	TOWERS PARK	DET VAULT; 323 LF OF 60" CMP		U103-01			NOV	1	\$ 2,600.17	\$ 2,600.17	

ANNUAL VISITS	ONE-YEAR CONTRACT PRICE	ANNUAL VISITS	ONE-YEAR CONTRACT PRICE	ANNUAL VISITS	ONE-YEAR CONTRACT PRICE
1	\$756.72				
1	\$756.72				
		1	\$2,574.95		
		1	\$1,555.48		
				1	\$3,628.05
				1	\$3,628.05
				1	\$3,628.05
				1	\$3,994.85
				1	\$2,894.45
				1	\$3,628.05
				1	\$3,628.05
				1	\$2,600,17

DPR	12-1214B	1202002	1109 N BARTON ST	ROCKY RUN SOCCER	EXTENDED DETENTION W/2		U103-01			NOV	1	c	830.29	s	830.29					1	\$830.29
				FIELD**	VORTEX RAINFILTERS DETENTION VAULT - 24" PIPE							,								_	
DPR DPR	13-1507C 15-2094B	1301844		WOODSTOCK PARK  HGHLAND PARK*	W/WEIR 30" CMP (80LF)		U103-01 U103-01			NOV	1	\$	1,408.34		1,408.34					1	\$1,408.34 \$105.10
DFK	13-20346	10034	1943 N. DINWIDDIE 31	*Inspection only, no m	aintenance	1	0103-01			NOV	1	ş	105.10	, ,	103.10				1	1	\$103.10
	FACILITY		FACILITY	**Inspection of facility  FACILITY	and maintenance of filters only	RESTRICTED		CARTR	CARTR	SERVICE	ANNUAL		NIT PRICE	0	NE-YEAR	ANNUAL	ONE-YEAR	ANNUAL	ONE-YEAR	ANNUAL	ONE-YEAR
OWNER	FACILITY ID	CSP#	ADDRESS	LOCATION	DESCRIPTION	FACILITY	LINE ITEM	QTY	TYPE	MONTHS			SITE VISIT		ONTRACT PRICE	VISITS	CONTRACT PRICE	VISITS	CONTRACT PRICE	VISITS	CONTRACT PRICE
OSEM	03-887H	770	2700 S TAYLOR ST	TRADES CTR	CONTECH STORMFILTER		U101-01	20	27" ZPG	AUG NOV FEB APR JUN	5	\$	2,343.73		11,718.65	5	\$11,718.65		T KICE		Timez
OSEM	2011-0A	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	6	CO1414N	AUG NOV FEB APR JUN	5	\$	1,005.83	\$	5,029.05	5	\$5,029.05				
OSEM	2011-0B	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	6	CO1414N	AUG NOV FEB MAY	4	\$	1,011.06	\$	4,044.24	4	\$4,044.24				
OSEM	2011-0C	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	1	DI1420N	AUG NOV FEB MAY	4	\$	663.18	\$	2,652.72	4	\$2,652.72				
OSEM	2011-0D	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	12	CO1414H	AUG NOV FEB MAY	4	\$	1,358.94	\$	5,435.76	4	\$5,435.76				
OSEM	2011-0E	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	1	DI1420N	AUG NOV FEB MAY	4	\$	663.18	\$	2,652.72	4	\$2,652.72				
OSEM	2011-0F	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	6	CO1414N	AUG NOV FEB APR JUN	5	\$	1,005.83	\$	5,029.05	5	\$5,029.05				
OSEM	2011-0G	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	6	CO1414N	AUG NOV FEB APR JUN	5	\$	1,005.83	\$	5,029.05	5	\$5,029.05				
OSEM	2011-0H	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	12	6 - CO1414N 6 - CO1414H	AUG NOV FEB MAY	4	\$	1,358.94	\$	5,435.76	4	\$5,435.76				
OSEM	2011-01	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	12	CO1414N	AUG NOV FEB MAY	4	\$	1,358.94	\$	5,435.76	4	\$5,435.76				
OSEM	2011-0J	99999	4200 28TH ST S	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	6	CO1414H	AUG NOV FEB MAY	4	\$	722.04	\$	2,888.16	4	\$2,888.16				
OSEM	2011-0K	99999	4200 28TH ST S	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	1	DI1420N	AUG NOV FEB MAY	4	\$	663.18	\$	2,652.72	4	\$2,652.72				
OSEM	2011-0L	99999	4200 28TH ST S	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	1	DI1420N	AUG NOV FEB MAY	4	\$	663.18	\$	2,652.72	4	\$2,652.72				
OSEM	2011-0M	99999	4200 28TH ST S	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	1	DI1420N	AUG NOV FEB MAY	4	\$	663.18	\$	2,652.72	4	\$2,652.72				
OSEM	2011-0N	99999	4200 28TH ST S	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	1	DI1420N	AUG NOV FEB MAY	4	\$	663.18	\$	2,652.72	4	\$2,652.72				
OSEM	2011-00	99999	2881 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	1	DI1414N	AUG NOV FEB APR JUN	5	\$	657.93	\$	3,289.65	5	\$3,289.65				
OSEM	2011-0P	99999	4250 29TH ST S	TRADES CTR	ABTECH ULTRA-URBAN INSERT	х	U101-03	6	CO1414N	AUG NOV FEB MAY	4	\$	1,011.06	\$	4,044.24	4	\$4,044.24				
OSEM	2011-0Q	99999	2701 S TAYLOR ST	TRADES CTR	ABTECH ULTRA-URBAN INSERT		U101-03	6	CO1414H	AUG NOV FEB MAY	4	\$	1,011.06	\$	4,044.24	4	\$4,044.24				
OSEM	02-861B	750	1800 28TH ST S	SHIRLEY PARK APARTMENTS	CONTECH VORTECHS 3000		U102-02			NOV	1	\$	1,839.25		1,839.25			1	\$1,839.25		
OSEM	00-738	663	3937 27TH RD N	N QUEBEC ST*** OLD DOMINION DR***	DET VAULT - DET VAULT; 75' - 4'x4' BOX		U103-01			NOV***	1	\$	105.10		105.10					1	\$105.10
OSEM	25262	4620269	4713 24TH ST N	SOUTH CORNER	CULVERT		U103-01			NOV***	1	\$	105.10	\$	105.10					1	\$105.10
	FACILITY		FACILITY	FACILITY	years, next inspection in FY22/CY21 FACILITY	DECEDICATED		CARTR	CARTR	SERVICE	ANNUAL		NIT PRICE	0	NE-YEAR	ANNUAL	ONE-YEAR	ANNUAL	ONE-YEAR	ANNUAL	ONE-YEAR
OWNER	FACILITY ID	CSP #	ADDRESS	LOCATION	DESCRIPTION	RESTRICTED FACILITY	LINE ITEM	QTY	TYPE	MONTHS	VISITS		SITE VISIT		ONTRACT PRICE	VISITS	CONTRACT	VISITS	CONTRACT PRICE	VISITS	CONTRACT PRICE
SW	03-887G	770	4300 29TH ST S	TRADES CTR	RINKER STORMCEPTOR 1800		U102-03			NOV	1	\$	2,138.79		2,138.79		PRICE	1	\$2,138.79		PRICE
														0	NE-YEAR		ONE-YEAR		ONE-YEAR		ONE-YEAR
OWNER	FACILITY ID	CSP#	FACILITY ADDRESS	FACILITY LOCATION	FACILITY DESCRIPTION	RESTRICTED FACILITY	LINE ITEM	CARTR QTY	CARTR TYPE	SERVICE MONTHS	VISITS		SITE VISIT	, cc	ONTRACT PRICE	VISITS	CONTRACT PRICE	ANNUAL VISITS	CONTRACT PRICE	ANNUAL VISITS	CONTRACT PRICE
WPCP	NA	NA	3402 S GLEBE RD	WATER POLLUTION CONTROL PLANT	PIG FRAMELESS STORM DRAIN FILTER****		U101-06	1	FLT116	OCT APR	2	\$	6,232.43	\$	12,464.86	2	\$12,464.86				
WPCP	NA	NA	3402 S GLEBE RD	WATER POLLUTION CONTROL PLANT	TRENCH DRAIN FILTER****		U101-07			OCT APR	2	\$	1,303.24	\$	2,606.48	2	\$2,606.48				
WPCP	NA	NA	3402 S GLEBE RD	WATER POLLUTION CONTROL PLANT	CONTECH VORTECHS		U102-02			NOV	1	\$	7,672.30	\$	7,672.30			1	\$7,672.30		
WPCP	NA	NA	3402 S GLEBE RD	WATER POLLUTION CONTROL PLANT	CONTECH VORTECHS		U102-02			NOV	1	\$	5,486.22	\$	5,486.22			1	\$5,486.22		
		RED DENG	OTES MONTH OF INSPECTI	ON WITH INSPECTION R	****Note that pricing is for one f				Storm Drain Fi	ters and 5 Tren	ch Drain Fi	Iters				98	\$115,822.21	10	\$26,412.99	25	\$48,215.65
								- /													

ROUTINE LINE ITEMS AND SUMMARY TABLE

NO.	ITEM	UNIT	UNIT PRICE	ANNUAL FACTOR	TOTAL ANNUAL PRICE
LINE ITEM	FILTRATION DEVICES - ROUTINE SERVICES			EA	
U101-01	CONTECH StormFilter - Routine Inspection & Maintenance	EA			
U101-02	CONTECH CatchBasin StormFilter - Routine Inspection & Maintenance	EA			
U101-03	AbTech Ultra-Urban Filter - Routine Inspection & Maintenance	EA		Ī	
U101-04	Flogard Trench Drain Filter - Routine Inspection & Maintenance	EA		98	\$ 115,822.21
U101-05	REM Triton Drop Inlet Filter - Routine Inspection & Maintenance	EA		Ī	
U101-06	PIG Frameless Storm Drain Filter - Routine Inspection & Maintenance	EA		Ī	
U101-07	Trench Drain Filter - Routine Inspection & Maintenance	EA		Ī	
	HYDRODYNAMIC SEPARATORS - ROUTINE SERVICES				
U102-01	CONTECH CDS Hydro Separator - Routine Inspection & Maintenance	EA			

U102-02	CONTECH Vortechs - Routine Inspection & Maintenance	EA	 10	\$	26,412.99
U102-03	Rinker Stormceptor - Routine Inspection & Maintenance	EA			
	DETENTION VAULTS - ROUTINE SERVICES				
U103-01	Detention Vault - Routine Inspection & Maintenance	EA	 25	\$	48,215.65
	MAINTENANCE PID PRICE Autonopulator in Rid Tabulation			ċ	100 AEO OF

# 21-DES-ITB-367 - Underground SWMF Maintenance, Inspection, and Repair SCHEDULE B - UNIT PRICES FOR AS-NEEDED SERVICES

# FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, DISPOSAL & HAUL FOR THE INSPECTION & MAINTENANCE OF COUNTY-OWNED STORMWATER MANAGEMENT FACILITIES IN ARLINGTON, VIRGINIA

### CONTRACTOR: PLEASE PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE

NO.	ITEM	UNIT	UNIT PRICE	ANNUAL FACTOR	TOTAL PRICE
LINE ITEM	FILTRATION DEVICES - AS-NEEDED SERVICES			VARIES	
U101-08	CONTECH StormFilter Cartridge Replacement (Refurbished 18" ZPG)	EA	\$ 258.30	15	\$ 3,874.50
U101-09	CONTECH StormFilter Cartridge Replacement (Refurbished 27" ZPG)	EA	\$ 315.00	15	\$ 4,725.00
U101-10	AbTech Ultra-Urban Smart Sponge Replacement (#CO 1414H)	EA	\$ 453.60	15	\$ 6,804.00
U101-11	AbTech Ultra-Urban Smart Sponge Replacement (#CO 1414N)	EA	\$ 516.60	5	\$ 2,583.00
U101-12	AbTech Ultra-Urban Smart Sponge Replacement (#DI 1420H)	EA	\$ 611.10	5	\$ 3,055.50
U101-13	AbTech Ultra-Urban Smart Sponge Replacement (#DI 1420N)	EA	\$ 642.60	5	\$ 3,213.00
U101-14	Flogard Trench Drain Filter Insert Replacement (FG-TDOF4)	EA	\$ 176.40	5	\$ 882.00
U101-15	REM Triton Drop Inlet Filter FOG-AC-ZEO Media Blend Insert Replacement	EA	\$ 170.10	1	\$ 170.10
U101-16	PIG Frameless Storm drain Filter (FLT116)	EA	\$ 140.59	25	\$ 3,514.75
U101-17	Non-woven Geotextile Filter Fabric	SF	\$ 0.38	100	\$ 38.00
LINE ITEM	UNDERGROUND FACILITIES - AS-NEEDED SERVICES			VARIES	
U105-01	As-Needed Mobilization of Vactor Truck with Operator	HR	\$ 275.00	24	\$ 6,600.00
U105-02	As-Needed Disposal of Sediment/Slurry/Waste at Landfill	CY	\$ 65.00	50	\$ 3,250.00
U105-03	CCTV Inspection - Mobilization & Reporting	LS	\$ 1,800.00	4	\$ 7,200.00
U105-04	CCTV Inspection (per 10 LF)	LF	\$ 10.00	100	\$ 1,000.00
U105-05	Pump (Gasoline Operated with 3" Discharge) with Operator	HR	\$ 80.00	4	\$ 320.00
U105-06	Rubber-Tracked Skid Steer Loader with Operator (Small)	HR	\$ 125.40	4	\$ 501.60
U105-07	Rubber-Tracked Compact/Mini Excavator with Operator	HR	\$ 152.90	4	\$ 611.60
U105-08	Rubber-Tired Front-End Loader/Backhoe with Operator	HR	\$ 136.40	4	\$ 545.60
U105-09	Tree Removal (2"-4" Caliper)	EA	\$ 50.00	10	\$ 500.00
U105-10	Furnish and Install Topsoil	CY	\$ 120.00	5	\$ 600.00
U105-11	Seed Mix 50% K-31; 50% Annual Rye	SY	\$ 0.50	250	\$ 125.00
U105-12	Seed Mix 75% K-31 and 25% Annual Rye	SY	\$ 0.50	250	\$ 125.00
U105-13	Furnish and Install Straw Mulch	SY	\$ 1.00	250	\$ 250.00
	Furnish and Install Curlex NetFree (or Approved Synthetic Material Free Equal)	SY	\$ 6.50	250	\$ 1,625.00

LINE ITEM	PERMEABLE PAVEMENT FACILITIES – AS-NEEDED SERVICES				VARIES	
U106-01	Permeable Pavement –3/8" Aggregate Replenishment	CY	\$	85.00	25	\$ 2,125.00
U106-02	As-Needed Mobilization of Billy Goat Type Vacuum with Operator	HR	\$	82.50	16	\$ 1,320.00
	UNIT BID	PRICE	- Aut	opopulates in Bid	<i>Tabulation</i>	\$ 55,558.65

# LABOR RATES - HOURLY & OVERTIME/EMERGENCY (O/E)

CODE	POSITION	UNIT		UNIT PRICE	ANNUAL FACTOR		TOTAL PRICE
CF	Crew Foreman/Inspector	HR	\$	80.50	16	\$	1,288.00
CF-O/E	Crew Foreman/Inspector - Overtime/Emergency *	HR	\$	120.75	8	\$	966.00
LAB	Laborer	HR	\$	57.50	16	\$	920.00
LAB-O/E	Laborer - Overtime/Emergency *	HR	\$	80.25	8	\$	642.00
FLAG	VDOT Certified Flagger	HR	\$	65.00	16	\$	1,040.00
FLAT-O/E	VDOT Certified Flagger - Overtime/Emergency *	HR	\$	97.50	8	\$	780.00
LABOR BID PRICE - Autopopulates in Bid Tabulation							

<sup>\*</sup> Over 8 Hours of Consecutive Work

# 21-DES-ITB-367 - Underground SWMF Maintenance, Inspection, and Repair BID TABULATION

# NOTE TO CONTRACTORS: DO NOT COMPLETE THIS FORM -- THE AMOUNTS BELOW (in grey) ARE AUTOMATICALLY POPULATED FROM SCHEDULES A & B

### TRANSFER TO PRICE SHEET

		TOTALS FROM SCHEDULE A AND B
	SCHEDULE A GRAND TOTAL	\$ 190,450.85
SCHEDULE	SCHEDULE B GRAND TOTAL	\$ 55,558.65
	LABOR RATES TOTAL	\$ 5,636.00
	TOTAL BID PRICE	\$ 251,645.50