

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	<u>1/13/2016</u>
Stormwater Maintenance, LLC	CURRENT CONTRACT NO:	<u>543-15-2</u>
10944 Beaver Dam Rd, Suite C	CONTRACT TITLE:	<u>Stormwater Management Facility Maintenance (Underground Facilities only)</u>
Hunt Valley, MD 21030	PRIOR CONTRACT NO:	<u>402-10LW</u>

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.

Your firm is awarded contract for Task Area #2 (Underground Facilities) of Invitation to Bid 543-15 in accordance with the response submitted by you on November 3, 2015. The contract term covered by this Notice of Award is effective immediately and expires on December 31, 2017.

This award notice is for the FIRST TWO years of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 543-15 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO THE BID OF THE CONTRACTOR (ATTACHED)
- 2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U

ATTACHMENTS:

- 1) ARLINGTON COUNTY INVITATION TO BID 543-15
- 2) CONTRACTOR'S BID

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: SCOTT MACOMBER

TELEPHONE NO.: 301-520-8198

EMAIL ADDRESS: sm@mdswm.com


COUNTY CONTACT: ANNE GUILLETTE

TELEPHONE NO.: 703-228-3956

EMAIL ADDRESS: aguillette@arlingtonva.us

CONTRACT AUTHORIZATION

DISTRIBUTION


Igor Scherbakov
Procurement Officer

1/13/16
Date

VENDOR: 1
BID FOLDER: 2

Original

PRICING SHEET

Transfer total prices from Schedules A, B and C below:

TASK #1 (VEGETATED)	SCHEDULE A GRAND TOTAL	\$ 153,474.58
	SCHEDULE B GRAND TOTAL	\$ 280,275.00
	LABOR RATES TOTAL	\$ 9,380.00
TOTAL		\$ 443,129.58

Only this Task Area Awarded

TASK #2 (UNDERGROUND)	SCHEDULE A GRAND TOTAL	\$ 131,680.00
	SCHEDULE B GRAND TOTAL	\$ 62,380.00
	LABOR RATES TOTAL	\$ 5,880.00
TOTAL		\$ 199,940.00

TASK #3 (GREEN ROOF)	SCHEDULE A GRAND TOTAL	\$
	SCHEDULE B GRAND TOTAL	\$
	LABOR RATES TOTAL	\$
TOTAL		\$

Sum 11/2/15

TASK #4 (PERMEABLE PAVEMENT)	SCHEDULE A GRAND TOTAL	\$
	SCHEDULE B GRAND TOTAL	\$
	LABOR RATES TOTAL	\$
TOTAL		\$

Sum 11/2/15

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: Stormwater Maintenance, LLC

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME:

Stormwater Maintenance, LLC



CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

Scott Macomber
10944 Beaver Dam Rd Suite C
Hunt Valley, MD 21030

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED: Stormwater Maintenance, LLC

AUTHORIZED SIGNATURE 
PRINT NAME AND TITLE Jennifer Rauber, President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (E.G., PROJECT MANAGER):

NAME (PRINTED): Scott C. Macomber
TITLE: Director of Construction
E-MAIL ADDRESS: sm@mdswm.com
TEL. NO.: 301-520-8198

SUBMITTED BY: (LEGAL NAME OF ENTITY)			
Stormwater Maintenance LLC			
ADDRESS: 10944 ^{DEM} Beaver Dam Road Suite C			
CITY/STATE/ZIP: Hunt Valley MD 21030			
TELEPHONE NO: 410-785-0875		FACSIMILE NO.: 443-269-0216	
		VA. CONTRACTOR LICENSE #: 2705147205	
THIS FIRM IS A: • INSERT NAME OF STATE <u>Maryland</u> ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			Yes
identification NO. issued to the firm by the SCC:		T0415770	
Any bidder exempt from scc authorization requirement shall include a statement with its bid why they are not required to be so authorized			
IS YOUR FIRM or any of its principals currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision?			No
BIDDER STATUS:	MINORITY OWNED:	WOMAN OWNED:	NEITHER:
	Yes	Yes	

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 543-15

ADDENDUM A

Arlington County Invitation to Bid No. 543-15 is amended as follows:

1. Bid due date has been postponed to 2:00 p.m., Tuesday, October 27, 2015
2. Pre-proposal conference was held at 11:00 a.m. on October 6, 2015, at Arlington County Government Building. Meeting minutes from the conference and list of attendees are attached.
3. Numerous questions were received at the pre-bid conference and via e-mail. These questions will be answered in a subsequent Addendum to this solicitation, which will be issued by October 13, 2015.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Purchasing Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM (A) IS ACKNOWLEDGED.

FIRM NAME: Stormwater Maintenance, LLC

AUTHORIZED SIGNATURE:  DATE: 11/2/15

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 543-15**

ADDENDUM B

Arlington County Invitation to Bid No. 543-15 is amended as follows:

1. The following modifications and corrections were made to the ITB document and the attachments:

#	FILE NAME, SECTION and/or PAGE NUMBER	REVISION
COVER PAGE		
1	Page 1	Changed Bid Due Date to <i>October 27th, 2015</i> from <i>October 13th, 2015</i>
TABLE OF CONTENTS		
2	Page 3	Changed Name of Exhibit B (Schedule B to " <i>Unit Prices for As-Needed Services</i> " from " <i>Unit Prices for Routine and As-Needed Services</i> "
I. INSTRUCTIONS TO BIDDERS		
3	Page 8, Section 22	Replaced " <i>22. REQUIREMENTS CONTRACT ACKNOWLEDGEMENT</i> " with " <i>22. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT</i> "
II. SCOPE OF SERVICES		
4	Page 12 (County-Owned Stormwater Management Facilities table)	Updated Permeable Pavement quantity to 6 from 7; Updated Total to 102 from 101; Updated Date to 9/28/15 from 8/27/15
5	Page 14, Section 6-3 (Confined Space Entry information)	Clarification: Revised language to read: " <i>The Contractor shall submit: 1) a copy of the Company's Safety Program (e.g., written Program summary); and 2) a copy of the documented training (e.g., cards with holder name, instructor, company and training dates); or a list of trained/certified Contractor personnel (preferably on company letterhead).</i> "
6	Page 16, Section 7 (Green Roof repairs/reconstruction qualification information)	Revised language to read: " <i>In the case of major repairs or reconstruction, the Contractor shall have on staff or subcontract personnel with one of these certifications, training or experience:</i> "
III. SPECIFICATIONS		
7	Page 25 (Exhibit B [Schedule B])	Changed Name of Exhibit B (Schedule B) to " <i>Unit Prices for As-Needed Services</i> " from " <i>Unit Prices for Routine and As-Needed Services</i> "
TASK AREA #1 (VEGETATED)		
Note revisions to Exhibits for this Task Area (below) - A, B and C		

8	Page 27	Revised first bullet under 1) Annual Inspection to read "The Annual Inspection of vegetated facilities shall be conducted early spring (Refer to Schedule A);"
9	Page 33	Revised "Minor Stone Replenishment" to include annual estimate of 1 Ton ; Thus if there is a need exceeding 1 Ton over the course of the year the contractor should use As-Needed Services; "Major Stone Replenishment"
10	Page 39	Revised Filterra Routine Inspection and Maintenance to "SF" instead of "EA"
TASK AREA #2 (UNDERGROUND)		
Refer to Item #5 (above) for Confined Space Permit clarification; Also note revisions to Exhibits for this Task Area (below) - A, B, C and D		
TASK AREA #3 (GREEN ROOF)		
Refer to Item #6 (above) for Green Roof qualification clarification; Note revisions to Exhibits for this Task Area (below) - A, B and C		
11	Page 61	Revised first bullet under 1) Annual Inspection to read "The Annual Inspection of Green Roofs shall be conducted early spring (Refer to Schedule A);"
TASK AREA #4 (PERMEABLE PAVEMENT)		
Refer to Item #4 (above) for revision to quantities of facilities; Note revisions to Exhibits for this Task Area (below) - A, B and C; Also note new Excel Spreadsheet in the Appendices		
12	Page 66	Changed Quantity of Flexi-Pave from 1 to 2; Changed Total from 6 to 7; Changed Date
13	Page 71	Revised language to say: "This Line Item is an Annual quantity for the purchase and installation of new aggregate (based on square footage of permeable paved facilities) which is estimated at 1 Ton annually. If there is a need which exceeds 1 Ton over the course of the year the contractor should use As-Needed Services for Major Aggregate Replenishment."
IV. CONTRACT TERMS AND CONDITIONS		
14	Page 73	Date Change to December 31, 2017 from April 30, 2017 as anticipated contract start date is January 1, 2016
15	Page 75-76, Section 11	Replaced "11. REQUIREMENTS CONTRACT" with "11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR"
16	Page 89	Corrected typos
V. BID FORMS AND ATTACHMENTS		
17	Page 91	Changed Name of Exhibit B (Schedule B) to "Unit Prices for As-Needed Services" from "Unit Prices for Routine and As-Needed Services"; Added subtitle "Post-Award Contract Documents" and rearranged list for clarification
18	Page 98	Changed Name of Exhibit B (Schedule B) to "Unit Prices for As-Needed Services"

		from "Unit Prices for Routine and As-Needed Services"
19	Page 106	Added note to the top: "Post-Award Documents Only - Exhibits H, I, J and K" for clarification
20	Page 113	Revised the List of Appendices to include additional information
EXHIBITS		
21	Exhibits A, B, C Task Area 1 Sched A, B, C and Bid Tabulation_10-8rev.xls	ALL SCHEDULES: Changed Name of Exhibit B (Schedule B) to "Unit Prices for As-Needed Services" from "Unit Prices for Routine and As-Needed Services"; Verified formulae & widened columns; LEGEND: Removed Routine and As-Needed Services; SCHEDULE A: Changed Inspection Months (in Red) to reflect anticipated contract start date; Reworked the spreadsheet to include ALL 'Routine' services; Added Routine Line Items and Summary Table below; SCHEDULE B: Changed title; Removed Routine Services line item costs (to Schedule A); and Made title visible on print out; SCHEDULE C: Changed Filterra Unit Price to "SF" from "EA" and changed corresponding numbers square feet for each system
22	Exhibits A, B, C Task Area 2 Sched A, B, C and Bid Tabulation_10-8rev.xls	ALL SCHEDULES: Changed Name of Exhibit B (Schedule B) to "Unit Prices for As-Needed Services" from "Unit Prices for Routine and As-Needed Services"; Verified formulae & widened columns; LEGEND: Removed Routine and As-Needed Services; SCHEDULE A: Reworked the spreadsheet to include ALL 'Routine' services; Added Routine Line Items and Summary Table below; SCHEDULE B: Changed title; Removed Routine Services line item costs (to Schedule A); and Made title visible on print out
23	EXHIBIT D Task Area 2 Underground_QUALS_FINAL_10-9-15	Revised Qualifications Form to clarify Confined Space Entry information needed for the submission
24	Exhibits A, B, C Task Area 3 Sched A, B, C and Bid Tabulation_10-8rev.xls	ALL SCHEDULES: Changed Name of Exhibit B (Schedule B) to "Unit Prices for As-Needed Services" from "Unit Prices for Routine and As-Needed Services"; Verified formulae & widened columns; LEGEND: Removed Routine and As-Needed Services; SCHEDULE A: Reworked the spreadsheet to include ALL 'Routine' services; Added Routine Line Items and Summary Table below; SCHEDULE B: Changed title; Removed Routine Services line item costs (to Schedule A); and Made title visible on print out
25	Exhibits A, B, C Task Area	ALL SCHEDULES: Changed Name of Exhibit

	4_Sched A, B, C and Bid Tabulation_10-8rev.xls	B (Schedule B) to "Unit Prices for As-Needed Services" from "Unit Prices for Routine and As-Needed Services"; Verified formulae & widened columns; LEGEND: Removed Routine and As-Needed Services; SCHEDULE A: Reworked the spreadsheet to include ALL 'Routine' services; Added Routine Line Items and Summary Table below; Pentagon City projects split into two locations: Fac # 2014-5N @ 2,100 sf and Fac # 2014-5E @ 4,000 sf; Changed Routine Line Item P100-02 to be 1 Ton versus 2" coverage of the square footage. Thus if there is a need exceeding 1 Ton over the course of the year the contractor should use As-Needed Services: "Major Stone Replenishment"; SCHEDULE B: Changed title; Removed Routine Services line item costs (to Schedule A); and Made title visible on print out; SCHEDULE C: Split Pentagon City projects into two projects (like above) totaling 7 locations
APPENDICES		
26	APPENDIX A County-Wide Map of Stormwater Mgmt Facilities.pdf	New
27	APPENDIX B Contractor Performance Report.pdf	Revised name of document
28	APPENDIX C Approved Filter Media Vendor List.pdf	New
29	APPENDIX D Underground Facilities Spreadsheet.pdf	New. This Excel spreadsheet has the extent of our information available on the Underground Facilities

*Note: Revision 1 of the ITB maintains all of the revisions with the exception of page number changes. The Table of Contents, however, was updated and all of the page numbers in the above-referenced list reflect the new pages.

2. Requirements Contract provision is removed as follows:

2.1 Section I "Instructions to Bidders" Paragraph 22
"REQUIREMENTS CONTRACT ACKNOWLEDGEMENT" has been removed in its entirety and replaced with the following:
"ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT"
(Page 8)

2.2 Section IV "CONTRACT TERMS AND CONDITIONS" Paragraph 11
"REQUIREMENTS CONTRACT" has been removed in its entirety and replaced with the following:
"ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR" (Pages 75-76)

3. The following questions were received:

3.1 Question: Is a bid bond required for this project?
Answer: No.

- 3.2 Question: On page 1 of the bid form, it states that the bidder is required to submit with his bid Exhibit H: Living Wage Forms and Exhibit I: Contractor Living Wage Quarterly Report. Is this correct? There is nothing to fill out on Exhibit H, and Exhibit I appears to be relevant only after contract award. Please confirm or clarify this requirement.
Answer: Exhibits H, I, J and K are Post-Award documents for your information.
- 3.3 Question: It seems from the "Service Months" breakdown on Schedule A that one of the "Routine Inspection and Maintenance" visits will count as the "Annual Inspection and Maintenance" visit. If this is the case, then what is the difference between the two?
Answer: They are actually one and the same. The contractor will use the same form and process. However the Annual Inspection **must** be performed by a DEQ Certified Inspector and the Inspection Report **must** be signed by that individual.
The distinction was only made to ensure that the Annual Inspection was performed by this individual and submitted in a timely manner as your Annual Inspection Reports need to be in our office by the end of April for our Annual Report submission to DEQ.
- 3.4 Question: Can you please clarify the difference between the Schedules A - Maintenance Pricing Schedule by Location prices and the line items on Schedule B for Routine Services? The totals are the same, and based on the specifications they seem to be the same items with different breakdowns. However, they are both included in the grand total worksheets, so the prices for maintenance and inspection seem to be double-counted. If there is a difference, can you please clarify? Otherwise, can you remove one of the costs from the Grand Total?
Answer: Thank you. We have decided to put all Routine Services on Schedule A. Thus Schedule B will be only for As-Needed Services.
- 3.5 Question: Can you please clarify the intention of the future facilities maintenance pricing sheet (Schedule C)?
Answer: Schedule C tabulates average costs from Schedule A for each facility and these costs will be used to estimate pricing for future facilities. We will either use the average costs (from Schedule C) or the cost of maintenance on an existing facility which is most similar to the new facility (Schedule A) as spelled out on Page 21 of the ITB document.
- 3.6 Question: Can the County clarify the payment approach for material to be disposed of?
a) Does the County have specific approved facilities that the material needs to be brought to?
Answer: No we do not have list of approved facilities at this time. It should be a Certified Solid Waste Landfill, like Lorton Landfill (Lorton, VA) or Oaks Landfill (Laytonsville, MD).
Some filters from underground systems can be taken to Covanta which is a "Waste-to-Energy" Plant.
b) Can a contractor stockpile the material until it has a full load to dispose of and provide a ticket that is for several facilities?
Answer: Yes. We feel that this solution is consistent with our goals of ensuring that our waste is disposed of correctly as well as tracking the waste. In lieu of taking small loads of waste to a landfill, please submit a summary of your Waste Management Plan, such as the location and a summary of how the waste will be managed. For example if you are placing a roll-off dumpster at your company, or a roll-off at a location

in Arlington we would like specifics on such. A brief summary will suffice.

For Task Area #2 (Underground) we need an additional summary which includes how liquid waste will be decanted from solid waste.

c) Is the payment just for the material? If so, how is the contractor to be paid for the equipment and labor associated with the disposal?

Answer: Please include the cost of all labor, travel, haul, disposal, etc. in your unit price.

TASK AREA #1 (Vegetated)

3.7 Question: If the line items on Schedule A are supposed to represent an annual inspection and maintenance trip in mid to late summer (ITB page 27), but the line items for Schedule B represents routine inspection and maintenance required multiple times per year as shown on sample calendar (ITB page 30), then why does the Schedule A "Annual" breakdown show multiple visits per year, while the "Routine" line items in Schedule B are only listed once?

Answer: Thank you. We have decided to remove all references to "Routine" Services from Schedule B. So please use Schedule A to develop your costs.

3.8 Question: Schedule C of the Bid Forms adds up all of the unit prices to develop a 'total unit price' (per site visit), then divides by a total that is not the same as the unit factors (SF) to get an 'average' price. If a weighted average is desired, the spreadsheet would need to divide by the total price, not totals of a unit price. This is inconsistent and will skew the bids, making them incomparable to each other.

Answer: Thank you. We corrected the error making the unit factor consistent throughout (SF).

3.9 Three questions on same topic:

Q1 - Page 27 of the ITB, as well as the Price Schedules, state that Annual Inspections should be conducted in July, August, or September, and that the annual inspection reports are due within 45 days of the inspection, but also no later than April 30 of that year. These dates do not match, there is no way to both do the inspection in August and turn it in before that time in April. Can you please clarify when the annual inspection reports are due?

Q2 - Pg 27, the specification indicates that inspections should be completed in the late summer, however the report should be turned in no later than April 30th, please clarify when the report should be turned in.

Q3 - Page 27, item "1)". In summary, the document states that Annual Inspections "shall be conducted mid-late summer...". Then states that the Annual Report is due within 45 days of the inspection and "no later than April 30th" of that year". The due date for the report falls before the recommended inspection window (July-September)? Please clarify.

Answer: Thank you. We had hoped to issue this earlier and didn't catch this error. We have revised the Annual Inspection Months [in red] on Schedule A. Additionally the ITB has been revised to say, "The Annual Inspection of vegetated facilities shall be conducted early spring (Refer to Schedule A);"

3.10 Question: Page 25 of the ITB states that Schedule B: Unit Prices for Routine and As-Needed Services will be used to price items which exceed amounts specified for Routine work. However, the amounts of work to be included as incidental to the Routine inspection and maintenance are not

all available. Other than the haul and disposal quantities listed in the table on page 28, how much mulch, stone, and filter media replenishment is considered to be "minor"?

Answer: "Minor Mulch Replenishment" is for an annual application of 2" in each facility [based on square footage]; If additional mulch is needed it is kicked into the As-Needed Line Item "Major Mulch Replenishment". "Minor Stone Replenishment" is for 1 Ton of stone over the course of the year. If additional stone is needed the Major Stone Replenishment Line Item should be used.

All Filter Media is to be an As-Needed Service.

And do these quantities apply to each site visit, or on an annual basis?

Answer: Annual basis.

3.11 Question: Can you please send over the as-built's (or links to access the files) for all the facilities Vegetated SWM Facilities (task area #1)?

Answer: It was discussed at the Pre-Bid meeting that providing all As-Built's would be very difficult. We encourage contractors to visit the facilities or zoom in on Google Maps for reference.

TASK AREA #2 (Underground)

3.12 Question: Will the County please provide design drawings or as built drawings for the underground structures that do not have a size associated with them, particularly the detention vaults and stormfilters?

Answer: It was discussed at the Pre-Bid meeting that providing all As-Built's would be very difficult. We have put together an Excel Spreadsheet (Appendix D) with all of the data available for the underground facilities. If you have further questions about any of the facilities please let us know and we will see what we can pull together for you.

3.13 Question: On page 13 of the ITB, item "4)", third bullet point: "the Contractor shall submit 1) the Written Permit". Does this refer to a written Confined Space Entry Permit? If so, these permits are usually posted at the work site during operations, are you asking us to submit a blank example of the permit form? If other, please clarify.

Answer: We revised the language to read: "The Contractor shall submit: 1) a copy of the Company's Safety Program (e.g., written Program summary); and 2) a copy of the documented training (e.g., cards with holder name, instructor, company and training dates); or a list of trained/certified Contractor personnel (preferably on company letterhead)."

TASK AREA #3 (Green Roofs)

3.14 Question: Are contractors required to have one or all of the qualifications for green roofs listed on page 16 of the ITB (Green Roof Professional Certification, Certified Green Roof Contractor, Experience 3 or more green roofs)? It is unclear whether this is an AND or and OR option.

Answer: It is OR. The contractor shall have one of the qualifications. We revised the language to read: "In the case of major repairs or reconstruction, the Contractor shall have on staff or subcontract personnel with one of these certifications, training or experience:"

3.15 Question: Similarly, page 61 of the ITB indicates that the single inspection and maintenance of the green roof facilities is to be scheduled for August to September, with the annual report turned in within 45 days, but also limits the date to before April 30th. Can you please clarify which date should prevail for the inspection report due date?

Answer: We revised the first bullet under 1) Annual Inspection to read "The Annual Inspection of Green Roofs shall be conducted early spring (Refer to Schedule A);"

3.16 Question: Can you please send over the as-built's (or links to access the files) for all Green Roofs (Task area #3)?

Answer: It was discussed at the Pre-Bid meeting that providing all As-Builts would be very difficult. We can arrange a site visits to the green roofs.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Purchasing Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM (B) IS ACKNOWLEDGED.

FIRM NAME: Stormwater Maintenance, LLC

AUTHORIZED SIGNATURE:  DATE: 11/2/15

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 543-15

ADDENDUM C

Arlington County Invitation to Bid No. 543-15 is amended as follows:

1. Bid due date has been postponed to 2:00 p.m., Tuesday, November 3, 2015.
2. The following modifications and corrections were made to the ITB document and the attachments:

#	FILE NAME, SECTION and/or PAGE NUMBER	REVISION
EXHIBITS		
21	Exhibits A, B, C Task Area 1 Sched A, B, C and Bid Tabulation_10-8rev.xls	<u>ALL SCHEDULES</u> : Widened columns
22	Exhibits A, B, C Task Area 2 Sched A, B, C and Bid Tabulation_10-8rev.xls	<u>ALL SCHEDULES</u> : Widened columns
24	Exhibits A, B, C Task Area 3 Sched A, B, C and Bid Tabulation_10-8rev.xls	<u>ALL SCHEDULES</u> : Widened columns
25	Exhibits A, B, C Task Area 4 Sched A, B, C and Bid Tabulation_10-8rev.xls	<u>ALL SCHEDULES</u> : Widened columns

3. The following questions were received:

3.1 Question: When we were filling out the Excel spreadsheet that some of the cells are not wide enough to carry the numbers and they show up as "XXXXXX" and are printing the same way.

Answer: Revised schedules with widened formulaic cells are uploaded as part of Addendum C.

3.2 Question: I have been struggling with how we follow the OSHA safety guidelines while maintaining the green roofs on the Walter Reed Community Center project. Can you locate an architectural drawing of the building, specifically the roof plan? It should show the tie off points for HVAC (and other) maintenance while on the roof.

Answer: You will download the Walter Reed Community Center documents from one of the two locations below:

DropBox: [https://www.dropbox.com/s/oaxhbnqh8qe5zku/Arlington WRCC arch%20plans.pdf?dl=0](https://www.dropbox.com/s/oaxhbnqh8qe5zku/Arlington_WRCC_arch%20plans.pdf?dl=0)

OneDrive: [https://arlingtonva-](https://arlingtonva-my.sharepoint.com/personal/aquilette_arlingtonva_us/Documents/Arlington_WRCC_arch%20plans.pdf)

[my.sharepoint.com/personal/aquilette_arlingtonva_us/Documents/Arlington WRCC arch%20plans.pdf](https://arlingtonva-my.sharepoint.com/personal/aquilette_arlingtonva_us/Documents/Arlington_WRCC_arch%20plans.pdf)

These documents include the Planted Roof Plan (Page 17); Low and High Roof Framing Plans (Pages 61-62 and details & specs Pages 63-68); HVAC/Mechanical (Roof) (Page 83 and details Pages 86-87); Plumbing/Fire Protection (Roof) (Page 94); and Power Plan (Roof) (Page 106).

If a maintenance safety system was not included in the design please 1)

let us know and, 2) develop a plan to safely maintain the roof (no submission necessary). ACO will discuss a plan with the winning bidder.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Purchasing Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM (C) IS ACKNOWLEDGED.

FIRM NAME: Stormwater Maintenance, LLC

AUTHORIZED SIGNATURE:  DATE: 11/2/15

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO	JURISDICTION		
<input checked="" type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	Montgomery College
<input checked="" type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	Montgomery County, Maryland
<input checked="" type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	OmniRide
<input checked="" type="checkbox"/>	Arlington County Public Schools	<input checked="" type="checkbox"/>	Prince George's County Maryland
<input checked="" type="checkbox"/>	Bladensburg, Maryland	<input checked="" type="checkbox"/>	Prince George's Public Schools
<input checked="" type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	Prince William County, Virginia
<input checked="" type="checkbox"/>	Charles County Public Schools	<input checked="" type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	Culpeper County, Virginia	<input checked="" type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	Spotsylvania County Schools
<input checked="" type="checkbox"/>	District of Columbia Courts	<input checked="" type="checkbox"/>	Stafford County, Virginia
<input checked="" type="checkbox"/>	District of Columbia Public Schools	<input checked="" type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	District of Columbia Water & Sewer Auth.	<input checked="" type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	Fairfax, Virginia	<input checked="" type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	Fairfax County, Virginia	<input checked="" type="checkbox"/>	Virginia Railway Express
<input checked="" type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input checked="" type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	Fauquier County Schools & Government, Virginia	<input checked="" type="checkbox"/>	Winchester, Virginia
<input checked="" type="checkbox"/>	Frederick, Maryland	<input checked="" type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	Frederick County, Maryland		
<input checked="" type="checkbox"/>	Gaithersburg, Maryland		
<input checked="" type="checkbox"/>	Greenbelt, Maryland		
<input checked="" type="checkbox"/>	Herndon, Virginia		
<input checked="" type="checkbox"/>	Leesburg, Virginia		
<input checked="" type="checkbox"/>	Loudoun County, Virginia		
<input checked="" type="checkbox"/>	Loudoun County Public Schools		
<input checked="" type="checkbox"/>	Loudoun County Sanitation Authority		
<input checked="" type="checkbox"/>	Manassas, Virginia		
<input checked="" type="checkbox"/>	City of Manassas Public Schools		
<input checked="" type="checkbox"/>	Manassas Park, Virginia		
<input checked="" type="checkbox"/>	Maryland-National Capital Park & Planning Comm.		
<input checked="" type="checkbox"/>	Metropolitan Washington Airports Authority		
<input checked="" type="checkbox"/>	Metropolitan Washington Council of Governments		

BIDDER'S LEGAL NAME:

Stormwater Maintenance, LLC.
 10944 Beaver Dam Rd.
 Suite C
 Hunt Valley, MD 21030

DATE OF BID:

October 27, 2015

ITB 543-15 - TASK AREA #2 UNDERGROUND FACILITIES
 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

CONTRACTOR: PLEASE PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE

SCHEDULE A - MAINTENANCE PRICING SCHEDULE BY LOCATION

10/27/15

TASK AREA #2 UNDERGROUND FACILITIES COST BREAKDOWN BY LOCATION

#	PLAN NAME	FACILITY ID	FACILITY DESCRIPTION	SERVICE SPEC (LINE ITEM #)	CARTR #	SERVICE MONTHS *	ANNUAL VISITS	UNIT PRICE (PER SITE VISIT)	ONE-YEAR CONTRACT PRICE	FACILITY ADDRESS	OWNER
1	ARL ARTS CTR	02-853	TRENCH DRAINS TO CONTECH CDS HYDRO-DYNAMIC 2015	U101-01		NOV	1	\$ 1,300.00	\$ 1,300.00	3550 WILSON BLVD	DES-FM
1	ARL CTY DET FACILITY	90-382A	DET VAULT	U102-01		NOV	1	\$ 2,120.00	\$ 2,120.00	1435 N COURTHOUSE RD	DES-FM
2		90-382B	DET VAULT	U102-01		NOV	1	\$ 2,120.00	\$ 2,120.00	1425 N COURTHOUSE RD	DES-FM
3		90-382C	DET VAULT	U102-01		NOV	1	\$ 2,120.00	\$ 2,120.00	2017 14TH ST N	DES-FM
1	ARL MILL COMM CTR	08-1079A	DET VAULT w/ 2 VORTEX RAINFILTERS	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	4975 COLUMBIA PIKE	DES-FM
1	BARCROFT PARK & PLAYFIELD	03-878	RINKER STORMCEPTOR 900	U101-03		NOV	1	\$ 1,300.00	\$ 1,300.00	4190 S FOUR MILE RUN DR	DES-FM
2		03-878B	RINKER STORMCEPTOR 900	U101-03		NOV	1	\$ 1,300.00	\$ 1,300.00		
3	BARCROFT PARK & PLAYFIELD	SP-568B	DET VAULT; 468 LF - 72" CMP	U102-01		NOV	1	\$ 3,700.00	\$ 3,700.00	4200 S FOUR MILE RUN DR	DES-FM
1	DREWRY CTR	04-920A	DET VAULT	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	1800 N EDISON ST	DES-FM
1	FAIRLINGTON COMM CTR	09-1100B	CONTECH STORMFILTER	U100-01	6	NOV	1	\$ 1,300.00	\$ 1,300.00	3308 S STAFFORD ST	DES-FM
1	FIRE LOGISTICS CTR	06-1011	CONTECH STORMFILTER	U100-01	3	NOV	1	\$ 835.00	\$ 835.00	2850 S TAYLOR ST	DES-FM
2		06-1011B	CONTECH STORMFILTER	U100-01	6	NOV	1	\$ 835.00	\$ 835.00		
3		06-1011C	CONTECH STORMFILTER	U100-01	5	NOV	1	\$ 835.00	\$ 835.00		
1	FIRE STATION #1	88-266	DET VAULT w/ TWO 72" CMP BARRELS & OUTFALL CHAMBER	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	500 S GLEBE RD	DES-FM

#	PLAN NAME	FACILITY ID	FACILITY DESCRIPTION	SERVICE SPEC (LINE ITEM #)	CARTR #	SERVICE MONTHS *	ANNUAL VISITS	UNIT PRICE (PER SITE VISIT)	ONE-YEAR CONTRACT PRICE	FACILITY ADDRESS	OWNER
1		06-1022A	DET VAULT; 55 LF OF 60" HDPE	U102-01		NOV	1	\$ 1,500.00	\$ 1,500.00		
2	FIRE STATION #3	06-1022B	CONTECH CATCHBASIN STORMFILTER	U100-04	1	NOV	1	\$ 600.00	\$ 600.00	4100 OLD DOMINION DR	DES-FM
3		06-1022C	CONTECH CATCHBASIN STORMFILTER	U100-04	1	NOV	1	\$ 600.00	\$ 600.00		
1	FIRE STATION #9	97-637	DET VAULT; 56' x 13'	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	1900 S WALTER REED DR	DES-FM
1	GREENBRIER PARK	05-970C	DET VAULT; 24" RCP & 36" RCP	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	2700 N GREENBRIER ST	DPR
1	PENROSE PARK	04-919	DET VAULT; TRIPLE 185LF OF 30" HDPE	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	2200 6TH ST S	DPR
1	POWHATAN SPRINGS PARK	02-846B	DET VAULT; 36" CMP	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	6022 WILSON BLVD	DPR
1	QUEBEC PARK	00-738	DET VAULT; 55' 60" RCCP	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	3937 27TH RD N	DES-WSS
1	RESIDENTIAL PROGRAM CTR	92-444A	DET VAULT; 76 LF - 72" ACSP	U102-01		NOV	1	\$ 1,900.00	\$ 1,900.00	1554 COLUMBIA PIKE	DES-FM
2		92-444B	DET VAULT; 103 LF - 72" ACSP	U102-01		NOV	1	\$ 1,900.00	\$ 1,900.00		
1	SHIRLEY PARK APARTMENTS	02-861B	CONTECH VORTECHS 3000	U101-02		NOV	1	\$ 1,900.00	\$ 1,900.00	1800 28TH ST S	DES-OSEM
1	SHIRLINGTON (BUS) STATION	05-951	TRENCH DRAINS TO RINKER STORMCEPTOR M/N 450I	U101-03		NOV	1	\$ 1,500.00	\$ 1,500.00	2975 S QUINCY ST	DES-FM
1	TOWERS PARK	12-1354A	DET VAULT; 323 LF OF 60" CMP	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	801 S SCOTT ST	DPR
1		03-887H	CONTECH STORMFILTER	U100-01	20	FEB MAY AUG NOV	4	\$ 1,500.00	\$ 6,000.00		DES-OSEM
2		03-887B	CONTECH STORMFILTER	U100-01	13	NOV	1	\$ 2,500.00	\$ 2,500.00		
3	TRADES CTR	03-887E	RINKER STORMCEPTOR M/N STC 450I	U101-03		NOV	1	\$ 990.00	\$ 990.00	2700 S TAYLOR ST	DES-FM
4		03-887F	RINKER STORMCEPTOR M/N STC 900	U101-03		NOV	1	\$ 1,100.00	\$ 1,100.00		
5	TRADES CTR	2011-0A	ABTECH ULTRA-URBAN INSERT	U100-05	6	FEB APR JUN AUG NOV	5	\$ 905.00	\$ 4,525.00	2701 S TAYLOR ST	DES-OSEM
6		2011-0B	ABTECH ULTRA-URBAN INSERT	U100-05	6	FEB MAY AUG NOV	4	\$ 910.00	\$ 3,640.00		

#	PLAN NAME	FACILITY ID	FACILITY DESCRIPTION	SERVICE SPEC (LINE ITEM #)	CARTR #	SERVICE MONTHS *	ANNUAL VISITS	UNIT PRICE (PER SITE VISIT)	ONE-YEAR CONTRACT PRICE	FACILITY ADDRESS	OWNER
7	TRADES CTR	2011-0C	ABTECH ULTRA-URBAN INSERT	U100-05	1	FEB MAY AUG NOV	4	\$ 235.00	\$ 940.00	2701 S TAYLOR ST	DES-OSEM
8		2011-0D	ABTECH ULTRA-URBAN INSERT	U100-05	12	FEB MAY AUG NOV	4	\$ 1,800.00	\$ 7,200.00		
9		2011-0E	ABTECH ULTRA-URBAN INSERT	U100-05	1	FEB MAY AUG NOV	4	\$ 235.00	\$ 940.00		
10		2011-0F	ABTECH ULTRA-URBAN INSERT	U100-05	6	FEB APR JUN AUG NOV	5	\$ 905.00	\$ 4,525.00		
11		2011-0G	ABTECH ULTRA-URBAN INSERT	U100-05	6	FEB APR JUN AUG NOV	5	\$ 905.00	\$ 4,525.00		
12		2011-0H	ABTECH ULTRA-URBAN INSERT	U100-05	12	FEB MAY AUG NOV	4	\$ 1,800.00	\$ 7,200.00		
13		2011-0I	ABTECH ULTRA-URBAN INSERT	U100-05	12	FEB MAY AUG NOV	4	\$ 1,800.00	\$ 7,200.00		
14		2011-0Q	ABTECH ULTRA-URBAN INSERT	U100-05	6	FEB MAY AUG NOV	4	\$ 910.00	\$ 3,640.00		
15	TRADES CTR	03-887A	CONTECH STORMFILTER	U100-01	31	NOV	1	\$ 2,500.00	\$ 2,500.00	2704 S TAYLOR ST	DES-FM
16	TRADES CTR	2011-0O	ABTECH ULTRA-URBAN INSERT	U100-05	1	FEB APR JUN AUG NOV	5	\$ 310.00	\$ 1,550.00	2881 S TAYLOR ST	DES-OSEM
17	TRADES CTR	2011-0J	ABTECH ULTRA-URBAN INSERT	U100-05	6	FEB MAY AUG NOV	4	\$ 910.00	\$ 3,640.00	4200 28TH ST S	DES-OSEM
18		2011-0K	ABTECH ULTRA-URBAN INSERT	U100-05	1	FEB MAY AUG NOV	4	\$ 235.00	\$ 940.00		
19		2011-0L	ABTECH ULTRA-URBAN INSERT	U100-05	1	FEB MAY AUG NOV	4	\$ 235.00	\$ 940.00		
20		2011-0M	ABTECH ULTRA-URBAN INSERT	U100-05	1	FEB MAY AUG NOV	4	\$ 235.00	\$ 940.00		
21		2011-0N	ABTECH ULTRA-URBAN INSERT	U100-05	1	FEB MAY AUG NOV	4	\$ 235.00	\$ 940.00		
22	TRADES CTR	03-887C	CONTECH STORMFILTER	U100-01	29	NOV	1	\$ 2,500.00	\$ 2,500.00	4200 28TH ST S	DES-FM
23		03-887D	CONTECH STORMFILTER	U100-01	18	NOV	1	\$ 2,500.00	\$ 2,500.00		
24	TRADES CTR	2011-0P	ABTECH ULTRA-URBAN INSERT	U100-05	6	FEB MAY AUG NOV	4	\$ 910.00	\$ 3,640.00	4250 29TH ST S	DES-OSEM
25	TRADES CTR	03-887G	RINKER STORMCEPTOR 1800	U101-03		NOV	1	\$ 1,500.00	\$ 1,500.00	4300 29TH ST S	DES-SWD
1	WOODMONT COMM CTR	07-1069A	DET VAULT; 36 LF OF 72" CMP	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	2422 N FILLMORE ST	DES-FM

#	PLAN NAME	FACILITY ID	FACILITY DESCRIPTION	SERVICE SPEC (LINE ITEM #)	CARTR #	SERVICE MONTHS *	ANNUAL VISITS	UNIT PRICE (PER SITE VISIT)	ONE-YEAR CONTRACT PRICE	FACILITY ADDRESS	OWNER
1	24TH ST N	25262	DET VAULT; 4' x 4' BOX CULVERT	U102-01		NOV	1	\$ 2,500.00	\$ 2,500.00	24TH ST N	DES-WSS

TOTAL BID PRICE - Autopopulates in Bid Form

\$ 131,680.00

* DENOTES MONTH OF INSPECTION WITH INSPECTION REPORT DUE WITHIN 45 DAYS AND NO LATER THAN APRIL 30th; MAINTENANCE SHALL BE COMPLETED CONCURRENTLY OR WITHIN 30 DAYS OF INSPECTION.

ROUTINE LINE ITEMS AND SUMMARY TABLE

NO.	ITEM	UNIT	UNIT PRICE	ANNUAL FACTOR	TOTAL ANNUAL PRICE
FILTRATION DEVICES - ROUTINE SERVICES					
U101-01	CONTECH StormFilter - Routine Inspection & Maintenance	EA	---	86	\$ 77,930.00
U101-02	CONTECH CatchBasin StormFilter - Routine Inspection & Maintenance	EA	---		
U101-03	AbTech Ultra-Urban Filter - Routine Inspection & Maintenance	EA	---		
HYDRODYNAMIC SEPARATORS - ROUTINE SERVICES					
U102-01	CONTECH CDS Hydro Separator - Routine Inspection & Maintenance	EA	---	8	\$ 10,890.00
U102-02	CONTECH Vortechs - Routine Inspection & Maintenance	EA	---		
U102-03	Rinker Stormceptor - Routine Inspection & Maintenance	EA	---		
DETENTION VAULTS - ROUTINE SERVICES					
U103-01	Detention Vault - Routine Inspection & Maintenance	EA	---	18	\$ 42,860.00
CISTERN - ROUTINE SERVICES					
U104-01	Cistern - Routine Inspection & Maintenance	EA	---	0	\$ -
TOTAL BID PRICE - Autopopulates in Bid Form					\$ 131,680.00

**ITB 543-15 - TASK AREA #2 UNDERGROUND FACILITIES
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

* Note: Routine tasks are highlighted green; As-Needed tasks are white *

10/27/15

SCHEDULE B - UNIT PRICES FOR AS-NEEDED SERVICES

TASK AREA #2 UNDERGROUND FACILITIES COST BREAKDOWN (U)

NO.	ITEM	UNIT	UNIT PRICE	ANNUAL FACTOR	TOTAL PRICE
LINE ITEM	FILTRATION DEVICES - AS-NEEDED SERVICES			EA	
U101-04	CONTECH StormFilter Cartridge Replacement (Refurbished 18" ZPG)	EA	\$ 290.00	40	\$ 11,600.00
U101-05	CONTECH StormFilter Cartridge Replacement (Refurbished 27" ZPG)	EA	\$ 290.00	40	\$ 11,600.00
U101-06	AbTech Ultra-Urban Smart Sponge Replacement (#CO 1414H)	EA	\$ 810.00	5	\$ 4,050.00
U101-07	AbTech Ultra-Urban Smart Sponge Replacement (#CO 1414N)	EA	\$ 875.00	5	\$ 4,375.00
U101-08	AbTech Ultra-Urban Smart Sponge Replacement (#DI 1420H)	EA	\$ 975.00	5	\$ 4,875.00
U101-09	AbTech Ultra-Urban Smart Sponge Replacement (#DI 1420N)	EA	\$ 1,000.00	5	\$ 5,000.00

LINE ITEM	UNDERGROUND FACILITIES - AS-NEEDED SERVICES			VARIES	
U105-01	As-Needed Mobilization of Vector Truck with Operator	HR	\$ 200.00	15	\$ 3,000.00
U105-02	As-Needed Disposal of Sediment/Slurry/Waste at Landfill	CY	\$ 60.00	50	\$ 3,000.00
U105-03	CCTV Inspection - Mobilization & Reporting	LS	\$ 2,000.00	4	\$ 8,000.00
U105-04	CCTV Inspection (per 10 LF)	LF	\$ 40.00	100	\$ 4,000.00
U105-05	Pump (Gasoline Operated with 3" Discharge) with Operator	LS	\$ 350.00	4	\$ 1,400.00

LINE ITEM	MAINTENANCE TRAINING (8 hours x 1 day)				
U105-01	Maintenance Training - Foreman	HR	\$ 55.00	8	\$ 440.00
U105-02	Maintenance Training - Crew Chief	HR	\$ 50.00	8	\$ 400.00
U105-03	Maintenance Training - Laborer (up to 2 laborers)	HR	\$ 40.00	16	\$ 640.00

TOTAL BID PRICE - Autopopulates in Bid Form \$ 62,380.00

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

CODE	POSITION	UNIT	UNIT PRICE	ANNUAL FACTOR	TOTAL PRICE
INSP	Inspector	HR	\$ 65.00	16	\$ 1,040.00
INSP-O/E	Inspector - Overtime/Emergency *	HR	\$ 97.50	8	\$ 780.00

CF	Crew Foreman	HR	\$ 55.00	16	\$ 880.00
CF-O/E	Crew Foreman - Overtime/Emergency *	HR	\$ 82.50	8	\$ 660.00
LAB	Laborer	HR	\$ 40.00	16	\$ 640.00
LAB-O/E	Laborer - Overtime/Emergency *	HR	\$ 60.00	8	\$ 480.00
FLAG	VDOT Certified Flagger	HR	\$ 50.00	16	\$ 800.00
FLAT-O/E	VDOT Certified Flagger - Overtime/Emergency *	HR	\$ 75.00	8	\$ 600.00
TOTAL BID PRICE - Autopopulates in Bid Form					\$ 5,880.00

* Over 8 Hours of Consecutive Work

**ITB 543-15 - TASK AREA #2 UNDERGROUND FACILITIES
SCHEDULE C - FUTURE FACILITIES MAINTENANCE PRICING SHEET**

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

**NOTE TO CONTRACTORS: DO NOT COMPLETE THIS FORM -- THE AMOUNTS BELOW (in grey)
ARE AUTOMATICALLY POPULATED FROM SCHEDULE A**

10/27/15

SCHEDULE C - FUTURE FACILITIES MAINTENANCE PRICING SHEET (COSTS FROM SCHEDULE A)

#	PLAN NAME	FACILITY ID	FACILITY DESCRIPTION	ANNUAL VISITS	UNIT PRICE (PER SITE VISIT)	AVG COST (PER SITE VISIT)
TASK AREA #2 UNDERGROUND FACILITIES - FILTRATION DEVICES WITH CARTRIDGES						
1	FAIRLINGTON COMM CTR	09-1100B	CONTECH STORMFILTER	1	\$ 1,300.00	
1		06-1011	CONTECH STORMFILTER	1	\$ 835.00	
2	FIRE LOGISTICS CTR	06-1011B	CONTECH STORMFILTER	1	\$ 835.00	
3		06-1011C	CONTECH STORMFILTER	1	\$ 835.00	
1	FIRE STATION #3	06-1022B	CONTECH CATCHBASIN STORMFILTER	1	\$ 600.00	
2		06-1022C	CONTECH CATCHBASIN STORMFILTER	1	\$ 600.00	
1	TRADES CTR	03-887A	CONTECH STORMFILTER	1	\$ 2,500.00	
2		03-887B	CONTECH STORMFILTER	1	\$ 2,500.00	
3		03-887C	CONTECH STORMFILTER	1	\$ 2,500.00	
4		03-887D	CONTECH STORMFILTER	1	\$ 2,500.00	
5		03-887H	CONTECH STORMFILTER	4	\$ 1,500.00	
6		2011-0A	ABTECH ULTRA-URBAN INSERT	5	\$ 905.00	
7		2011-0B	ABTECH ULTRA-URBAN INSERT	4	\$ 910.00	
8		2011-0C	ABTECH ULTRA-URBAN INSERT	4	\$ 235.00	
9		2011-0D	ABTECH ULTRA-URBAN INSERT	4	\$ 1,800.00	
10		2011-0E	ABTECH ULTRA-URBAN INSERT	4	\$ 235.00	
11		2011-0F	ABTECH ULTRA-URBAN INSERT	5	\$ 905.00	
12		2011-0G	ABTECH ULTRA-URBAN INSERT	5	\$ 905.00	
13		2011-0H	ABTECH ULTRA-URBAN INSERT	4	\$ 1,800.00	
14		2011-0I	ABTECH ULTRA-URBAN INSERT	4	\$ 1,800.00	
15		2011-0J	ABTECH ULTRA-URBAN INSERT	4	\$ 910.00	
16		2011-0K	ABTECH ULTRA-URBAN INSERT	4	\$ 235.00	
17		2011-0L	ABTECH ULTRA-URBAN INSERT	4	\$ 235.00	

18		2011-0M	ABTECH ULTRA-URBAN INSERT	4	\$ 235.00	
19		2011-0N	ABTECH ULTRA-URBAN INSERT	4	\$ 235.00	
20		2011-0O	ABTECH ULTRA-URBAN INSERT	5	\$ 310.00	
21		2011-0P	ABTECH ULTRA-URBAN INSERT	4	\$ 910.00	
22		2011-0Q	ABTECH ULTRA-URBAN INSERT	4	\$ 910.00	
				86	\$ 29,980.00	\$ 348.60

TASK AREA #2 UNDERGROUND FACILITIES - HYDRODYNAMIC SEPARATORS

1	ARL ARTS CTR	02-853	TRENCH DRAINS TO CONTECH CDS HYDRO-DYNAMIC CDS 2015	1	\$ 1,300.00	
1	BARCROFT PARK & PLAYFIELD	03-878	RINKER STORMCEPTOR 900	1	\$ 1,300.00	
2		03-878B	RINKER STORMCEPTOR 900	1	\$ 1,300.00	
1	SHIRLEY PARK APARTMENTS	02-861B	CONTECH VORTECHS 3000	1	\$ 1,900.00	
1	SHIRLINGTON (BUS) STATION	05-951	TRENCH DRAINS TO RINKER STORMCEPTOR M/N 450I	1	\$ 1,500.00	
1	TRADES CTR	03-887E	RINKER STORMCEPTOR M/N STC 450I	1	\$ 990.00	
2		03-887F	RINKER STORMCEPTOR M/N STC 900	1	\$ 1,100.00	
3		03-887G	RINKER STORMCEPTOR 1800	1	\$ 1,500.00	
				8	\$ 10,890.00	\$ 1,361.25

TASK AREA #2 UNDERGROUND FACILITIES - DETENTION VAULTS

1	ARL CTY DET FACILITY	90-382A	DET VAULT	1	\$ 2,120.00	
2		90-382B	DET VAULT	1	\$ 2,120.00	
3		90-382C	DET VAULT	1	\$ 2,120.00	
1	ARL MILL COMM CTR	08-1079A	DET VAULT w/ 2 VORTEX RAINFILTERS	1	\$ 2,500.00	
1	BARCROFT PARK & PLAYFIELD	SP-568B	DET VAULT; 468 LF - 72" CMP	1	\$ 3,700.00	
1	DREWRY CTR	04-920A	DET VAULT	1	\$ 2,500.00	
1	FIRE STATION #1	88-266	DET VAULT w/ TWO 72" CMP BARRELS & OUTFALL CHAMBER	1	\$ 2,500.00	
1	FIRE STATION #3	06-1022A	DET VAULT; 55 LF OF 60" HDPE	1	\$ 1,500.00	
1	FIRE STATION #9	97-637	DET VAULT; 56' x 13'	1	\$ 2,500.00	
1	GREENBRIER PARK	05-970C	DET VAULT; 24" RCP & 36" RCP	1	\$ 2,500.00	
1	PENROSE PARK	04-919	DET VAULT; TRIPLE 185LF OF 30" HDPE	1	\$ 2,500.00	
1	POWHATAN SPRINGS PARK	02-846B	DET VAULT; 36" CMP	1	\$ 2,500.00	

1	QUEBEC PARK	00-738	DET VAULT; 55' 60" RCCP	1	\$ 2,500.00	
1	RESIDENTIAL PROGRAM CTR	92-444A	DET VAULT; 76 LF - 72" ACSP	1	\$ 1,900.00	
2		92-444B	DET VAULT; 103 LF - 72" ACSP	1	\$ 1,900.00	
1	TOWERS PARK	12-1354A	DET VAULT; 323 LF - 60" CMP	1	\$ 2,500.00	
1	WOODMONT COMM CTR	07-1069A	DET VAULT; 36 LF OF 72" CMP	1	\$ 2,500.00	
1	24TH ST N	25262	DET VAULT; 4' x 4' BOX CULVERT	1	\$ 2,500.00	
				18	\$ 42,860.00	\$ 2,381.11

ITB 543-15 - TASK AREA #2 UNDERGROUND FACILITIES

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

10/12/15

TASK AREA		TOTALS FROM SCHEDULE A AND B	
TASK #2 (UNDERGROUND)	SCHEDULE A GRAND TOTAL	\$	131,680.00
	SCHEDULE B GRAND TOTAL	\$	62,380.00
	LABOR RATES TOTAL	\$	5,880.00
TOTAL BID PRICE *		\$	199,940.00

* Transfer this amount to the official Bid Form

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

INVITATION TO BID NO. 543-15
Inspection, Maintenance, Reporting and Limited Installation Services
for County-Owned
Stormwater Management Facilities

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 27TH DAY OF OCTOBER, 2015 FOR:

PROVIDE INSPECTION, MAINTENANCE, REPORTING AND LIMITED INSTALLATION SERVICES FOR COUNTY-OWNED STORMWATER MANAGEMENT FACILITIES TO INCLUDE VEGETATED STORMWATER MANAGEMENT FACILITIES, UNDERGROUND STORMWATER MANAGEMENT FACILITIES, GREEN ROOFS, AND PERMEABLE PAVEMENT THROUGHOUT ARLINGTON COUNTY FOR A UP TO A FIVE YEAR PERIOD.

At the time, date and place stated above, bids will be publicly opened.

A Pre-Bid Conference will be held at 11:00 a.m. on Tuesday, September 29, 2015 at the Conference Room 311 located on the third floor of Arlington County Government Building at 2100 Clarendon Boulevard, Arlington VA. ATTENDANCE IS OPTIONAL.

Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an amendment. Interested bidders are urged to attend.

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted via e-mail to **Igor Scherbakov** in the Office of the Purchasing Agent, at ischerbakov@arlingtonva.us . For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 543-15 Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE SEVEN (7) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation To Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Arlington County that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

11. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

16. ARLINGTON COUNTY BUSINESS LICENSES

The successful bidder 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 solicitation, 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.

17. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (e.g., corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

18. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required. If a bidder fails to obtain this license prior to submission of bid, the bid shall not be considered.

If a contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$750,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

If a contract for performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than \$150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

19. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

20. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a

mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

21. PARKING

At most Arlington County government facilities, parking for contractors' vehicles is not provided by Arlington County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

22. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

23. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

24. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the

bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

25. LIVING WAGE CONTRACT

If this solicitation and resulting contract is subject to the Service Contract Wage ("Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be an hourly wage no less than the Living Wage published on the County's website. By submitting a bid, the bidder certifies that it will comply with this provision and ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

The Arlington County Living Wage rate is subject to adjustment during the contract term at the beginning of each fiscal year. The County will not allow the Contractor to increase their contract rates due to an increase in the Living Wage rate.

For your reference, the following is a history of the Living Wage rate since the adoption of the policy:

July 1, 2012: \$13.13
July 1, 2010: \$12.75
July 1, 2006: \$11.80
July 1, 2005: \$11.20
July 1, 2003: \$10.98

26. METHOD OF AWARD

Arlington County will award each Task Area for this solicitation to the lowest responsive and responsible bidder. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

Lowest bidder for each Task Area (Task Area #1 "Vegetated," Task Area #2 "Underground," Task Area #3 "Green Roofs," and Task Area #4 "Permeable Pavement") will be determined by the Grand Total for each Task Area as indicated on the Bid Form.

27. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

28. CONDITIONS OF THE RIDER CLAUSE

The successful bidder have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

- a) A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
- b) There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c) The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.
- d) Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e) Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f) Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- g) Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

29. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

II. SCOPE OF SERVICES

Inspection, Maintenance and Reporting for Stormwater Management Facilities

GENERAL REQUIREMENTS AND SPECIFICATIONS

1. INTENT/WORK STATEMENT

Arlington County (County) intends to enter into a unit price, indefinite-quantity contract with qualified Contractor or Contractors to ensure that County-Owned 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 ultimate objective to ensure 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 in June 2013) and the Virginia Stormwater Management Program (VSMP) regulations (effective July 1, 2014). All work will be performed on County properties or rights-of-way 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). All work will involve the technical and contractual oversight by DES-OSEM, FMB and/or DPR. Other County agencies may also use this contract.

The contracted entity/entities will provide:

- 1) Annual Inspection, Maintenance and Reporting; and
- 2) Routine Inspection, Maintenance and Reporting of existing stormwater management facilities and will initiate repairs in a timely manner according to the schedule for each facility (**Schedule A**). Maintenance may include routine upkeep, repair, retrofit, replacement, and reconstruction; and
- 3) Installation of new facilities for Task Areas #1 and #4.

2. TYPE OF WORK

Through this unit price contract the County will inspect and maintain the efficiency of the County-owned stormwater management facilities. The Contractor shall provide Inspection, Maintenance, Reporting and limited Installation services which include but are not limited to maintenance, repair, retrofit, replacement and reconstruction.

To ensure that the facilities function as designed there is a maintenance procedure and schedule for each facility type. The frequency of visits and maintenance care is based on a number of 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 Maintenance ITB reflects updated processes in response to updated Virginia State regulations.

Each facility has a maintenance schedule in "**Schedule A: Price Schedule by Location**" which is ordered as Work. Routine tasks for each facility are detailed in the Specifications section (Section III). The Contractor shall note that not all tasks described under 'Routine' work may be needed at every location for each scheduled visit.

Due to the broad range of knowledge and expertise for the different types of facilities, this ITB consists of four (4) Task Areas. Bidders may submit Bid proposals for all Task Areas for which they have expertise, qualifications and proficiency.

3. FOUR TASK AREAS

The four Task Areas are:

1) Task Area #1: Vegetated Stormwater Management Facilities (V)

Defined as above-ground vegetated/landscaped systems which include but are not limited to:

- Bioretention, bioswales/swales, urban bioretention (stormwater planters) and infiltration trenches
- Proprietary and non-proprietary devices with vegetation (e.g., Filterra)
- Ponds

2) Task Area #2: Underground Stormwater Management Facilities (U)

Defined as underground or in-ground systems which include but are not limited to:

- Filtration devices with cartridges (e.g., StormFilters, Ultra-Urban Inserts, etc.)
- Hydrodynamic Separators (e.g., CDS, Stormceptors, Vortechs, etc.)
- Detention Vaults

3) Task Area #3: Green Roofs (G)

4) Task Area #4: Permeable Pavement (P)

The current portfolio of County-owned facilities includes:

COUNTY-OWNED STORMWATER MANAGEMENT FACILITIES	
TASK AREA	QUANTITY
TASK AREA #1: Vegetated (V)	38
TASK AREA #2: Underground (U)	54
TASK AREA #3: Green Roofs (G)	3
TASK AREA #4: Permeable Pavement (P)	6-7
TOTAL	101-102

8/27/15-9/28/15

4. 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 for each Task Area(s) for which they are submitting a bid.

The Contractor must complete and submit the Bid Forms included in *Section V (Bid Forms and Attachments)* certifying that their personnel meet the below-mentioned criteria to perform work on this contract.

MINIMUM QUALIFICATIONS PER TASK AREA (#1-4) [See Bid Forms in Attachments]

The Contracted entity shall possess the qualifications detailed below for each Task Area for which they submit a Bid.

5. TASK AREA #1: VEGETATED STORMWATER MANAGEMENT FACILITIES (V)

The **Contractor Qualifications and References** form shall accompany the Bid submission for qualification verification.

MINIMUM CONTRACTOR QUALIFICATIONS:

- 1) Contractor must employ a DEQ Certified Stormwater Management Inspector, preferably the Crew Foreman and/or Crew Chief, trained and certified by the

Virginia Department of Environmental Quality (DEQ). This personnel shall either:

- A) Possess the DEQ certification (taken training and passed exam);
 - B) Have 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.
- 2) Contractor shall have a minimum of three (3) years of experience in native landscape maintenance on commercial or municipal properties.
 - 3) Contractor shall have a minimum of one (1) year of experience in maintenance of vegetated stormwater facilities (bioretention, rain gardens, bioswales, and/or ponds).
 - 4) For Pond maintenance the Contractor must have a Written Permit for *Confined Space Entry Program* and documented training to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140.
 - The Permit shall be posted at the work site during entry.
 - The Contractor's Contract Officer must provide the County's Project Officer a copy of the Contractor's Safety Manual and Health Plan which includes the Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval. The Safety Manual and Health Plan must comply with OSHA 1910.146 as well as all other applicable local, state and federal standards **within ten calendar days** of the issuance of a Notice of Award.
 - The Contractor shall submit: 1) the Written Permit, and 2) a copy of the documented training and a list of trained/certified Contractor personnel with bid submission.

MINIMUM PERSONNEL QUALIFICATIONS:

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall have leadership on the job site at all times, and the time may be split between the Crew Foreman and Crew Chief. The Crew Foreman and Crew Chief shall have demonstrated experience and understanding of landscape maintenance and possess all of the following qualifications:

- Crew Foreman
 1. Minimum of two (2) years of experience as a Crew Foreman
 2. Minimum of three (3) years of verifiable experience in landscape maintenance and/or installation
 3. Minimum of two (2) years of experience in native landscape maintenance and weed identification
 4. Demonstrated experience reading and comprehending Construction Documents
 5. Fluent in English
- Crew Chief
 1. Minimum of one (1) year experience leading a landscape crew as Crew Chief
 2. Minimum of two (2) years of verifiable experience in landscape maintenance and/or installation
 3. Minimum of one (1) year experience in native landscaping maintenance and weed identification
 4. Demonstrated experience reading and comprehending Construction Documents
 5. Fluent in English

NOTE: The Crew Foreman or Crew Chief shall remain on-site **the entire duration of the work day** to oversee work performance.

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

The Contractor shall have on staff or subcontract this personnel:

- VDOT Certified Flagger(s) trained in *Basic Work Zone Traffic Control*.
- Certified Professional in Erosion and Sediment Control (CPESC) having been trained in *Basic Erosion and Sediment Control in Virginia* (per Virginia Erosion and Sediment Control Law and Regulations, 9VAC25-850-50).
- Certified Arborist (ISA) - All Selective Tree Trimming must be performed by a Certified Arborist by the International Society of Arboriculture (ISA).
- Virginia Certified Commercial Pesticide Applicator - On occasion it may be necessary to eradicate invasive plants or remove tree stumps, thus it could prove beneficial for the Contracted entity to have a Pesticide Business License and a crew member trained as a Virginia Certified Commercial Applicator.

6. **TASK AREA #2: UNDERGROUND STORMWATER MANAGEMENT FACILITIES (U)**

The **Contractor Qualifications and References** form shall accompany the Bid submission for qualification verification.

MINIMUM CONTRACTOR QUALIFICATIONS:

- 1) Contractor must employ a DEQ Certified Stormwater Management Inspector, preferably the Crew Foreman and/or Crew Chief, trained and certified by the Virginia Department of Environmental Quality (DEQ). This personnel shall either
 - A) Possess the DEQ certification (taken training and passed exam);
 - B) Have 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.
- 2) Contractor shall have a minimum of two (2) years of experience in maintenance of underground stormwater management facilities.
- 3) The Contractor must have a Written Permit for *Confined Space Entry Program* and documented training to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140.
 - The Permit shall be posted at the work site during entry.
 - The Contractor's Contract Officer must provide the County's Project Officer a copy of the Contractor's Safety Manual and Health Plan which includes the Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval. The Safety Manual and Health Plan must comply with OSHA 1910.146 as well as all other applicable local, state and federal standards **within ten calendar days** of the issuance of a Notice of Award.
 - The Contractor shall submit: 1) a copy of the Company's Safety Program (e.g., written Program summary); and 2) a copy of the documented training (e.g., cards with holder name, instructor, company and training dates); or a list of trained/certified Contractor personnel (preferably on company letterhead).

MINIMUM PERSONNEL QUALIFICATIONS:

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall have leadership on the job site at all times, and the time may be split between the Crew Foreman and Crew Chief. The Crew Foreman and Crew Chief shall have demonstrated experience and understanding of the maintenance of underground systems and possess all of the following qualifications:

- Crew Foreman
 - a) Minimum of two (2) years of experience as a Crew Foreman

- b) Minimum of two (2) years of verifiable experience in the maintenance of underground systems
 - c) Documented experience with underground systems (e.g., StormFilters, Stormceptors, Detention Vaults, etc.)
 - d) Fluent in English
- Crew Chief
 - a) Minimum of one (1) year experience leading a crew as Crew Chief
 - b) Minimum of one (1) year verifiable experience in the maintenance of underground systems
 - c) Documented experience with underground systems (e.g., StormFilters, Stormceptors, Detention Vaults, etc.)
 - d) Fluent in English

NOTE: The Crew Foreman or Crew Chief shall remain on-site **the entire duration of the work day** to oversee work performance.

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

The Contractor shall make note on the Qualification form whether they have any maintenance certification on proprietary devices (e.g., Contech Certified Maintenance Provider, etc.).

The Contractor shall have on staff or subcontract this personnel:

- VDOT Certified Flagger(s) trained in *Basic Work Zone Traffic Control*.
- Certified Professional in Erosion and Sediment Control (CPESC) having been trained in *Basic Erosion and Sediment Control in Virginia* (per Virginia Erosion and Sediment Control Law and Regulations, 9VAC25-850-50).

EQUIPMENT:

Refer to Specifications for Task Area #2 for more detailed information on equipment requirements.

7. TASK AREA #3: GREEN ROOFS (G)

The **Contractor Qualifications and References** form shall accompany the Bid submission for qualification verification.

MINIMUM CONTRACTOR QUALIFICATIONS:

- 1) Contractor must employ a DEQ Certified Stormwater Management Inspector, preferably the Crew Foreman and/or Crew Chief, trained and certified by the Virginia Department of Environmental Quality (DEQ). This personnel shall either
 - A) Possess the DEQ certification (taken training and passed exam);
 - B) Have 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.
- 2) Contractor shall have a minimum of two (2) years of experience maintaining green roofs on commercial or municipal properties.
- 3) Contractor shall have a Personal Fall Arrest System - In the event that there is not a standard railing around the border of the green roof OSHA requires that employees must be protected by a fall protection device such as a Personal Fall Arrest System or a Safety Net. The Contractor shall follow all applicable Federal, State, and local safety requirements and regulations. (*See Appendix*).

NOTE: The Contractor shall demonstrate that they have this device for their employees performing maintenance on roofs with the Bid submission.

MINIMUM PERSONNEL QUALIFICATIONS:

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall have leadership on the job site at all times, and the time may be split between the Crew Foreman and Crew Chief. The Crew Foreman and Crew Chief shall have demonstrated experience and understanding of green roof maintenance and possess all of the following qualifications:

- Crew Foreman
 - a) Minimum of two (2) years of experience as a Crew Foreman
 - b) Minimum of two (2) years of experience in green roof maintenance and weed identification
 - c) Minimum of three (3) years of verifiable experience in landscape maintenance and/or installation
 - d) Demonstrated experience reading and comprehending Construction Documents
 - e) Fluent in English

- Crew Chief
 - a) Minimum of one (1) year experience leading a crew as Crew Chief
 - b) Minimum of one (1) year experience in green roof maintenance and weed identification
 - c) Minimum of two (2) years of verifiable experience in landscape maintenance and/or installation
 - d) Demonstrated experience reading and comprehending Construction Documents
 - e) Fluent in English

NOTE: The Crew Foreman or Crew Chief shall remain on-site **the entire duration of the work day** to oversee work performance.

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

In the case of major repairs or reconstruction, the Contractor shall have on staff or subcontract personnel with one of these certifications, training or experience:

- Green Roof Professional (GRP) Certification through Green Roofs for Healthy Cities (www.greenroofs.org);
- Certified Green Roof Contractor through Roofmeadow (www.roofmeadow.com);
- Experience designing/installing three (3) or more green roofs on commercial or municipal properties

EQUIPMENT:

Refer to Section III Specifications for Task Area #3 for more detailed information on equipment requirements.

8. TASK AREA #4: PERMEABLE PAVEMENT (P)

The **Contractor Qualifications and References** form shall accompany the Bid submission for qualification verification.

MINIMUM CONTRACTOR QUALIFICATIONS:

- 1) DEQ Certified Stormwater Management Inspector, preferably the Crew Foreman and/or Crew Chief, trained and certified by the Virginia Department of Environmental Quality (DEQ). This personnel shall either
 - A) Possess the DEQ certification (taken training and passed exam);
 - B) Have 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.
- 2) Minimum of two (2) years of experience in maintenance of underground stormwater management facilities.
- AND at least one of the following:
- Interlocking Concrete Pavement Institute (ICPI) Installer Certification
 - National Ready Mix Concrete Association (NRMCA) - Technician Certification

MINIMUM PERSONNEL QUALIFICATIONS:

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall have leadership on the job site at all times, and the time may be split between the Crew Foreman and Crew Chief. The Crew Foreman and Crew Chief shall have demonstrated experience and understanding of maintenance of permeable pavement and possess all of the following qualifications:

- Crew Foreman
 - a) Minimum of two (2) years of experience as a Crew Foreman
 - b) Minimum of two (2) years of verifiable experience in the maintenance of permeable pavement
 - c) Demonstrated experience reading and comprehending Construction Documents
 - d) Fluent in English
- Crew Chief
 - a) Minimum of one (1) year experience leading a crew as Crew Chief
 - b) Minimum of one (1) year verifiable experience in the maintenance of permeable pavement
 - c) Demonstrated experience reading and comprehending Construction Documents
 - d) Fluent in English

NOTE: The Crew Foreman or Crew Chief shall remain on-site **the entire duration of the work day** to oversee work performance.

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

The Contractor shall have on staff or subcontract this personnel:

- VDOT Certified Flagger(s) trained in *Basic Work Zone Traffic Control*.
- Certified Professional in Erosion and Sediment Control (CPESC) having been trained in *Basic Erosion and Sediment Control in Virginia* (per Virginia Erosion and Sediment Control Law and Regulations, 9VAC25-850-50).]
- ICPI Installer Certification
- NRMCA - Installer and/or Craftsman Certification

***GENERAL NOTES AND NOTE ON REPAIRS:**

- 1) The Contractor shall possess general knowledge of the permeable pavement types so that they are maintained per manufacturers' recommendations. The paving types included in the County portfolio are:
 - a. "Poured-in-Place" (e.g., Flex-Pave, pervious concrete)
 - b. "Segmental" (e.g., concrete pavers/block with aggregates, PaveDrain)
- 2) For the installation and/or repair, each type requires specific certification thus the Contractor may elect to subcontract the repairs/re-install to a certified contractor. General guidelines on Arlington County required certifications are below:

- A. "Poured-in-Place" Pervious Concrete (Repair/Re-Install) - "Installer" or "Craftsman" level Certification from National Ready Mix Concrete Association (NRMCA). A Craftsman is typically required on-site for product testing and verification during installation.
The Contractor may bid on As-Needed Services for replacement if they possess "Installer" and/or "Craftsman" level certification (e.g., **Line Item P100-07** ("Pervious Concrete Replacement - Provide, Deliver and Install (Opt.)").
- B. "Segmental" Pavers/Blocks (Repair/Re-Install) - "Certified Concrete Paver Installer" from the Interlocking Concrete Pavement Institute (ICPI).

EQUIPMENT: Refer to Section III Specifications for Task Area #4 for more detailed information on equipment requirements.

9. CONTRACTOR REFERENCES FOR ALL TASK AREAS

The Contractor shall provide five (5) references from the last three (3) years for qualification verification, to include:

- Project Name and Location
- Project Officer's Name, Phone Number and Email
- Project Owner
- Project Scope
- Similarities between the referenced project and the Scope of Work of this solicitation.

10. MAINTENANCE TRAINING - FOREMAN, CREW CHIEF AND LABORERS

One time compensation will be paid by the County for attending **REQUIRED*** Maintenance Training session(s) provided by the County for the Foreman (up to 2), Crew Chief (up to 2) and Laborers (up to 4). The Maintenance Training for each Task Area is as follows:

TASK AREA	TRAINING #1	TRAINING #2	PERSONNEL	HOURS (EA)
#1 Vegetated Systems	4 hours In-House 4 hours Field	4 hours In-House 4 hours Field	2 Foreman 2 Crew Chief 4 Laborers	16
#2 Underground Facilities	4 hours In-House 4 hours Field	N/A	Foreman Crew Chief 2 Laborers	8
#3 Green Roofs	4 hours In-House 4 hours Field	N/A	Foreman Crew Chief 2 Laborers	8
#4 Permeable Pavement	4 hours In-House 4 hours Field	N/A	Foreman Crew Chief 2 Laborers	8

*Each of the attendees must participate in 90% of the training sessions or they will be considered in default. The Owner may attend however will not be compensated. Other personnel and additional employees may attend at the Contractor's cost.

Half-day refresher trainings will be scheduled by the County as needed.

Due to the County's training investment changes to the crew leadership shall be approved by the County Project Manager or Contract Administrator. The Contractor must submit changes to the Inspector and crew leadership (Foreman, Crew Chief), including qualifications, to the DES Project Manager for approval by the Project Manager and/or Contract Administrator.

11. WASTE DISPOSAL GUIDELINES (*NEW ACCEPTABLE USE POLICY)

Arlington County has instituted new Waste Disposal Guidelines. The Contractor shall read the Guidelines and submit the Signature Sheet which acknowledges that the Contractor has read and understood the Guidelines (*See Attachments*).

The Contractor shall be responsible for all material disposal and shall dispose in accordance with Arlington County and 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. In summary, all waste from stormwater management facilities shall be taken to a landfill. This includes liquid (water, slurry), solid (sediment, sand) and floatables (plastic), and unrecyclable filters. Waste matter from bioretention (soil, mulch, plants) shall also be taken to the landfill. The only exception is landscaping debris such as fresh clippings, leaves, sticks, etc. which have not been in continuous contact with bioretention soil, unless it is covered with heavy soot or hydrocarbons.

*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.

For Underground Facilities (Vaults, etc.) the Contractor shall note that some filter cartridges are available for recycling by the manufacturer - see notes on proprietary systems within Task Area #2.

12. SCHEDULE OF WORK

The County's current inventory has stormwater management facilities in four Task Areas (V, U, G, P) requiring maintenance services in accordance with this Scope of Work and Specifications described herein. Facilities are listed by Task Area 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. 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.

13. MONTHLY MEETINGS AND SCHEDULE

The Contractor shall meet with the Project Manager(s) on a monthly basis (e.g., from 10:00am - 11:00am on the first Tuesday of the month) for the purpose of scheduling, fielding questions and monitoring performance. During this meeting the Contractor shall provide a copy of the Monthly Schedule. Most meetings will be held in the office (2100 Clarendon Blvd) however some may be held in the field. On occasion the meeting

may include in-field training (arranged by the County PM and coordinated with the Contractor).

The Contractor shall notify the Project Manager *in writing* of shifts to the Monthly Schedule which exceed three days.

14. PERFORMANCE MONITORING

The Project Manager will conduct random site inspections to verify work performance and will complete a "Contractor Performance Report" (See Attachments) on a monthly basis. 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 so they are clear on expectations and deficiencies. The Report will be signed by the Contractor.

15. SAFETY OF PERSONNEL AND EQUIPMENT

All equipment used in the contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements. All Contractor employees shall wear Virginia OSHA-approved orange safety vests to alert traffic of their presence. "Men Working" signs approved by the County 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.

16. CONTRACTOR REPORTING

The Contractor shall provide comprehensive Inspection and Maintenance services with Reports and shall follow Arlington County's inspection criteria and report submission (Facility ID number, forms and photos) per the requirements set forth in Arlington County Code and specified on <http://environment.arlingtonva.us/stormwater-watersheds/stormwater-at-home/stormwater-management-facility-inspections/>

The winning Contractor will be provided a password for the inspection forms available on

<https://environment.arlingtonva.us/stormwater-watersheds/management/stormwater-management-facility-inspections-maintenance/>.

The Certified Inspector shall email the Form/Checklist and date-stamped photos to the DES Project Manager at stormwaterinspection@arlingtonva.us using the subject line naming convention noted on each form.

The Contractor must ensure that the Bid includes costs for Report writing for monthly work performed. The Contractor must identify at least two (2) staff/personnel (can be the Foreman and/or Crew Chief) to be responsible for report management under this Contract. Work shall include, but may not be limited to: reviewing work orders, identifying facilities and their locations, tracking work schedules, recording line item quantities, emailing Reports, photo-documentation, etc.

*As a note, the Certified Inspector shall "certify" each of the Annual Inspection Reports.

17. REPORTING ISSUES OUTSIDE OF CONTRACT SCOPE

During each visit, the Contractor, to the best of its ability, must observe if stormwater is prevented from entering the facility as intended, (e.g., water does not reach the curb cut or inlet). If normal maintenance activities outlined in this Contract do not restore the flow, the Contractor must note any field problems to the County via phone or email to the County's Representative within 48 hours of the visit. The Contractor shall also identify any encountered problems in its field log.

18. PAYMENT

Through this unit price contract the unit price is the sole means of payment. The unit price items must be inclusive of all Contractor costs including costs for all

necessary management, supervision, personnel, labor, administrative support, mobilization/ transportation, equipment, tools, materials, parking fees, haul and disposal fees for each of the Unit Prices bid.

As a note, no Line Item for Mobilization is provided in this Contract, with the exception of Vactor Truck mobilization in Task Area #2, and As-Needed equipment with operator in other Task Areas. The cost of mobilization, including required insurance and bonds, will be incidental to the Line Items specified in the Contract Documents.

19. ADDITIONAL FACILITIES AND GROUPINGS

Additional As-Needed unscheduled Work may be required by the County. The Contractor shall complete "**Schedule B: Unit Prices for As-Needed Services**" which shall be used to determine the costs for unscheduled Work. The scope of any unscheduled Work will determine the selection of those items required to complete the Work. The Work will be accomplished through the issuance of individual Work Orders against a blanket purchase order.

The County may at any time add or remove facilities or groups of facilities to or from the Contract. When facilities are added, the County will use "**Schedule C: Future Facilities Maintenance Pricing**" which tabulates average costs from **Schedule A** for each facility type. These costs will be used to estimate Contractor pricing using either the average cost and/or the most closely listed similar facility. If the Contractor and the County determine that work to be performed does not match the quote sheet, the Contractor must submit a separate proposal based on the "Unit Prices for As-Needed Services" and including any non-pre-priced items.

Unless otherwise directed by the County, the Contractor shall ensure a minimum of 29 days between repeating tasks at the same facility.

20. NON-PREPRICED ITEMS

Non-Prepriced Work shall be separately identified and submitted in the 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."
- Complete specifications and technical data, including quantity of Non-Prepriced Line Items, Unit Price of Non-Prepriced Line Items, support drawings, and quality control and inspection Conditions of Contract;
- Pricing data submitted in support of the Unit Price for Non-Prepriced Line Items must include a cost or price analysis report, consisting of:
 - a) Price quotations from three (3) Suppliers, when available (or as directed by the Contract Administrator), establishing the basis for selecting the approach proposed for accomplishment of the Work;
 - b) 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 sufficient substantiating data to permit evaluation.
- Furthermore, 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 (which

includes office overhead and Site-specific overhead and general conditions) 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 subtier Subcontractors), regardless of the subtier which performs the work, shall not exceed twenty percent (20%).

- 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.

21. METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured **on a monthly basis** throughout the term of the Contract. The Project Manager will complete the "Contractor Performance Report" (See Attachments) and review it with the Contractor during each Monthly Meeting so the Contractor is clear on performance expectations and is aware of deficiencies in work, strengths and weaknesses. Opportunities for training will be identified on the Report and the County may offer in-field training to improve performance.

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 he is considered on probation and may be issued a "Warning". 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 Monthly 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 by OSHA requirements and laws.

22. METHOD OF MONITORING PERFORMANCE

The performance of the Contractor will be monitored and measured **on a monthly basis** throughout the term of the Contract by consideration of the following performance criteria:

- A. **Monthly Meetings** - The Contractor shall attend Monthly Meetings (one hour) and shall submit a Monthly Schedule to the Project Manager. Failure of the Contractor to attend two (2) Monthly Meetings or failure to submit printed Monthly Schedules at two (2) Monthly Meetings during the Contract period may result in termination of the Contract by the County for default.
- B. **Monthly Schedule** - The Contractor shall adhere to the Monthly Schedule which is mutually agreed upon at the Monthly Meetings. The Contractor shall complete all maintenance tasks per the specifications in this Contract and per the Monthly Schedule in a timely manner. The Contractor shall notify the Project Manager *in writing* if there is a shift in the Monthly Schedule exceeding three (3) days, including shifts due to inclement weather.

Delays and Extension of Time - If the Contractor is delayed at any time by unavoidable casualties or any causes beyond the Contractor's control, the

County shall determine the impact of such delays on the Contract schedule and issue an extension which the County may decide.

- C. **Personnel** - The Contractor shall provide appropriately certified and trained Key Personnel as required above in each Task Area ("*Contractor Qualifications and Crew Requirements*" - Section II-4). Key Personnel is defined as the Inspector, Foreman, and/or Crew Chief. If changes in Key Personnel occur, the Contractor shall provide appropriate personnel within 30 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 shall provide enough laborers and support personnel to accomplish the Contracted work with expertise and within the allotted time. The Contractor shall have enough crew to meet the Contract schedule. Failure to provide sufficient support staff to meet Contract obligations may result in termination of the Contract by the County for default.

- D. **Oversight and Quality Control** - The Contractor shall provide quality control, oversee crew performance, effectively direct or communicate maintenance tasks specified in this Contract. Failure of the Contractor to ensure that the personnel perform to specified standards in this Contract may result in termination of this Contract by the County for default.

The Contractor's Key Employees (e.g., Inspector, Foreman, Crew Chief, etc.) shall possess the expertise to provide quality control and effectively communicate and oversee crew performance. If it is deemed by the Project Manager that personnel are not effective in achieving the level of maintenance specified in this Contract the deficiencies will be documented and may result in termination of this Contract by the County for default.

The Contractor's Project Officer shall effectively communicate with the County's Project Manager and Contract Administrator in a timely fashion. Failure to communicate or report to the County's Project Manager or Officer may result in termination of this Contract.

- E. **Communication** - The Contractor shall respond back to calls or emails from the Project Manager in a timely manner. Timely manner is defined as no later than close of business the following day (no more than 24 hours). Calls regarding an oversight, a correction or a failure, non-performance, or a malfunction. Excessive call backs from the PM, defined as more than two (2) calls on the same topic, may result in termination of the Contract by the County for default.

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.

- F. **Reporting** - The Contractor shall submit Reports in a timely manner. 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.

- G. **Corrective Actions** - In the event that the Contractor is notified by the Project Manager 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. Failure to respond during any period

during this Contract may result in termination of the Contract by the County for default.

- H. **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 (e.g., Landscape Contractors Association standards; ANSI Z60.1 "American Standard for Nursery Stock, 2004" or latest edition; ANSI A300 "Tree, Shrub, and other Woody Plant Maintenance, Standard Practices" or latest edition.) may result in termination of the Contract by the County for default.
- I. **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 will result in termination of this Contract by the County for default.
- J. **Failure to Perform / Deliver** - In the event of a Contractor's failure to comply with the established delivery schedule and specifications written herein, the County reserves the right to make an open market purchase of the required materials and/or services.

23. SERVICES FOR OTHER COUNTY AGENCIES

This Contract is extended to other County Agencies. If other Agencies make use of this Contract a separate Purchase Order (PO) must be issued by that Agency. All the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO.

24. 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 and non-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 contractor employee at each site where traffic control is required must be a VDOT certified flagger trained on Basic Work Zone Traffic Control.
- **PARKING:** The Contractor may not obstruct traffic flow during work, and may not park vehicles on unpaved right-of-ways or sidewalks without permission from the County. The Contractor shall abide by all County parking rules and regulations.
- **FACILITY ACCESSIBILITY:** The Contractor shall be responsible to provide means and methods to access County stormwater facilities.
- **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.

III. SPECIFICATIONS

Contractors shall complete 1) **"Schedule A: Price Schedule by Location"**, 2) **"Schedule B: Unit Prices for ~~Routine and As-Needed Services~~"**, and 3) **"Schedule C: Future Facilities Maintenance Pricing"** for each Task Area (V, U, G, P) for which the Contractor is submitting a bid. Refer to the Task Area table below for submissions necessary for each Task Area (such as Qualifications).

"Schedule A: Maintenance Schedule by Location" worksheet will be used to itemize costs for facilities by location. Facilities are listed according to their location, size and the number of annual maintenance visits. Facility sizes are estimated and these estimates should not be used as a substitute for a site visit by the Contractor to develop a cost. It is the responsibility of the Contractor to verify Construction Documents and/or As-Built documents to ensure that they understand the Scope of Work for each facility under this Contract. As Built documents are available during the Bid process from the Contract Manager.

The Contractor shall note that all *Routine Line Item* pricing shall include mobilization AND the cost for haul and disposal. Each Task Area contains a note on the amount of CY of waste to include in the estimate for each Line Item. (For example, for maintenance on each Bioretention facility the Contractor shall include the cost of haul and disposal of 2 CY in Routine Maintenance. For maintenance on green roof the Line Item cost for Routine Maintenance shall include the haul and disposal of 1 CY.)

"Schedule B: Unit Prices for ~~Routine and As-Needed Services~~" worksheet shall be used to price items which exceed amounts specified for Routine work. These costs may also be used for items which exceed amounts specified in Routine Maintenance unit costs. They will be billed on a per unit basis.

"Schedule C: Future Facilities Maintenance Pricing" worksheet shall be used to price new facilities by using average costs for each facility type.

There is no guarantee as to the type or frequency of maintenance tasks that will be performed per year. The types and frequencies can increase or decrease depending on appropriation, weather conditions, and other factors.

Submissions for each Task Area are summarized in the table below:

TASK AREA	REQUIRED SUBMISSION
TASK #1: Vegetated	<ul style="list-style-type: none"> • Qualification Form • Reference Form • Bid Worksheets (Schedule A, B & C) • Waste Disposal Guidelines Signature Sheet • OSHA Confined Space Entry Permit (for Ponds)
TASK #2: Underground	<ul style="list-style-type: none"> • Qualification Form • Reference Form • Bid Worksheets (Schedule A, B & C) • Waste Disposal Guidelines Signature Sheet • OSHA Confined Space Entry Permit
TASK #3: Green Roofs	<ul style="list-style-type: none"> • Qualification Form • Reference Form • Bid Worksheets (Schedule A, B & C) • Waste Disposal Guidelines Signature Sheet • OSHA Fall Arrest Devices

TASK #4: Permeable Pavement	<ul style="list-style-type: none"> • Qualification Form • Reference Form • Bid Worksheets (Schedule A, B & C) • Waste Disposal Guidelines Signature Sheet
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CONTRACTOR'S CONTRACT OFFICER

The Contractor shall assign a qualified individual to serve as Contractor's Contract Officer. The Contractor shall identify to the County their Contract Officer within ten (10) days of the notification of award of contract. The Contractor's Contract Officer shall be experienced in contract management; supervision of employees; knowledgeable of stormwater management facilities in the Task Area(s) for which they are submitting a bid; have the ability to troubleshoot problems with the facilities, and be able to consult with the County Project Officer about remedies.

The Contractor's Contract Officer 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 Officer shall serve as the single point of contact with the County for work assignments, Contractor cost proposals, and problem resolution.

The Contractor's Contract Officer shall meet once annually with the County Project Officer and a representative from DES OSEM who is responsible for maintenance oversight for a progress meeting to discuss performance and receive feedback at no cost to the County.

I. TASK AREA #1 - Vegetated Stormwater Management Facilities (V)

DEFINED AS INSPECTION, MAINTENANCE AND REPORTING OF COUNTY-OWNED STORMWATER MANAGEMENT FACILITIES OF ABOVE-GROUND VEGETATED/LANDSCAPED SYSTEMS WHICH INCLUDE BUT ARE NOT LIMITED TO:

- 1) Bioretention, Bioswales/Swales, Urban Bioretention (Stormwater Planters)
 - Includes Infiltration Trenches and Trench Drains
- 2) Filterra (Tree Box Filters)
- 3) Ponds

VEGETATED FACILITIES	
TYPE	QUANTITY
Bioretention, Bioswales, Urban Bioretention (SW Planters)	28
Filterra (Tree Box Filters)	4
Ponds	6
TOTAL	38

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SUMMARY: The Contractor shall provide Inspection, Maintenance and Reporting Services necessary to maintain optimum functionality of County-owned stormwater management facilities, as well as meeting more stringent requirements for Arlington County’s MS4 permit and DEQ reporting. All Vegetated facilities should be inspected and maintained based on the “**Schedule A: Maintenance Schedule by Location - Task Area #1 - Vegetated Facilities**”. Services include but are not limited to landscape maintenance, repair, replacement, retrofit and reconstruction of vegetated facilities.

1) Annual Inspection, Maintenance and Reporting Protocol:

- The Annual Inspection of vegetated facilities shall be conducted early spring (Refer to Schedule A);
- Inspections shall be conducted by a DEQ Certified Inspector who submits the Annual Report within 45 days of the Inspection and no later than **April 30th** of that year;
- Inspections may be conducted independently of Maintenance, however Maintenance must be completed within thirty (30) days of the Inspection.

2) Routine Inspection, Maintenance and Reporting Protocol:

- Routine Inspection and Maintenance shall be conducted simultaneously per Schedule A;
- Inspection/Maintenance Reports are due within two weeks of work completion.

The Contractor shall note that if additional work is required which falls outside of the scope of ‘Routine’ tasks specified below, that s/he shall submit a detailed list of *As-Needed* tasks from Schedule B to the PM for approval.

PAYMENT: The Contractor will provide all necessary management, administrative support, supervision, personnel, labor, tools, materials, and equipment, cleaning, debris containment, disposal haul and dumping fees and incidentals needed to complete the work.

This is the means of payment, and is intended to be the price inclusive of all Contractor costs. Hourly/overtime rates apply only at the County’s discretion and direction for *As-Needed Services* (Schedule B), emergency repairs, and as a basis for calculating labor services for non-prepriced items.

QUALIFICATIONS: The Contractor will ensure the quality of work by employing qualified, experience personnel, trained in maintenance of above-ground, vegetated/landscaped stormwater management facilities. See Qualifications and Requirements in the *Scope of Services, Section 4* for additional information. The Contractor shall have in their possession prior to commencement of any work necessary equipment and personnel to perform the cleaning operations under this Contract.

CARE DURING WORK: Care must be used in performing all work. The cost of repairing or replacing any structure or structural components damaged during the course of inspection and maintenance will be the responsibility of the Contractor. The Contractor is responsible for repairing damaged areas to like and kind condition and must be restored to the satisfaction of the Contract Administrator.

MAINTENANCE OF TRAFFIC AND PUBLIC SAFETY: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of pedestrians and vehicles in the area affected by the work. The Contractor shall take precautionary measures and set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic of openings when necessary. The Contractor shall 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. All traffic control or safety measures required to perform the maintenance of these facilities is considered incidental to work performed. The Contractor shall provide at least one employee at each site where traffic control is required, to provide traffic control and that employee must be a VDOT certified flagger trained on *Basic Work Zone Traffic Control*.

WASTE DISPOSAL: Arlington County has instituted new guidelines to manage the waste extracted from stormwater management facilities. (See "**Arlington County Waste Disposal Guidelines**" in the Attachments.) All sediment and 'spent' bioretention media shall be bagged up tightly and taken to a landfill. All floatables (plastics), trash and debris shall also be taken to a landfill. Most landscape waste (sticks, mulch, leaves) may be recycled unless they are covered with soot or hydrocarbons. Some landscape debris such as fresh clippings and leaves may be recycled, however as a general guideline, any debris which has made contact with the soil or has a visible coating should be disposed of at a landfill.

At no time shall any liquid waste be flushed into a stormwater facility or a stormdrain, and all field decanting is against County Code.

*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.

***NOTES:**

- **Routine Line Item (Schedule A) prices shall include mobilization AND the cost for haul and disposal. Below are the average quantities the Contractor shall use to estimate costs for each visit to each facility in this Task Area.**

FACILITY TYPE	DISPOSAL QTY (based on averages)
Bioretention	2 CY
Filtterra	1 CY
Ponds	1 CY

- **As-Needed Line Item** (Also Schedule A) prices will provide for quantities which exceed the average in the case of large storm or natural events.

FACILITY DESIGN VERIFICATION: It is the responsibility of the Contractor to refer to Construction Documents (or As-Built documents) to ensure that they comprehend the maintenance requirements for each facility, for example in the case of bioretention to understand the ponding requirement (i.e., 6", 9", 12"), the planting plan to verify plant types and count, etc.

MONTHLY MEETINGS AND SCHEDULE: The Contractor shall meet with the Project Manager(s) on a monthly basis (e.g., from 10:00am - 11:00am on the first Tuesday of the month) for the purpose of scheduling, fielding questions and monitoring performance. During this meeting the Contractor shall provide a copy of the Monthly Schedule. Most meetings will be held in the office (2100 Clarendon Blvd) however some may be held in the field. On occasion the meeting may include in-field training (arranged by the County PM and coordinated with the Contractor).

The Contractor shall notify the Project Manager *in writing* of shifts to the Monthly Schedule which exceed three days.

PERFORMANCE MONITORING: The Project Manager will conduct random site inspections to verify work performance and will complete a "Contractor Performance Report" (See *Attachments*) on a monthly basis. 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 so they are clear on expectations and deficiencies. The Report will be signed by the Contractor.

REPORTING: The Contractor shall follow guidelines detailed in the *Scope of Services, Section 9, Contractor Reporting*. The Contractor shall also be mindful of photo-documenting conditions and problems seen during the Inspection to include excessive weeds, % of plant cover, ponding (lack of draining), erosion, etc.

The Contractor shall submit the Report which includes date, location (with facility ID number), crew start and finish time; names of Foreman, Crew Chief and crew members. The Contractor shall note unusual issues (excessive sediment, dead plants, etc.) and shall photograph them (in place and/or removed). The Contractor shall photo-document maintenance work - before and after. All photographs shall be date stamped, labeled, and in .jpg format. The Contractor shall submit the Report, invoices, photographs and paperwork, including landfill disposal manifests.

BID SUBMISSION FOR TASK AREA #1:

The Contractor shall submit:

1. Schedules A, B and C
2. Firm Qualifications
3. References
4. OSHA Confined Space Entry Permit (for Ponds)
5. Waste Disposal Guidelines Signature Sheet

1) Bioretention

A. Bioretention - Description of 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 2 CY of disposal for each visit to each facility in this sub-task.

Line Item V100-01 - Bioretention - Routine Inspection & Maintenance (SF)

This specification details 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 Maintenance Inspection Form. Tasks will vary depending on time of visit, growing season, facility age, facility design, stormwater and human impacts. Weeding will occur at every visit.

Note: All inlets to be cleaned are surface inlets, and do not require OSHA confined space entry.

This spec should also be used for maintenance of Stormwater Planters, Bioswales, Swales or other vegetated stormwater facilities.

Sample Maintenance Calendar

TASKS	SPRING			SUMMER			FALL			WINTER		
	A	M	J	J	A	S	O	N	D	J	F	M
ROUTINE												
Inlet Cleaning / Sediment Removal												
Cleanout / Risers (Overflow) Cleaning												
Trench Drain Cleaning												
Trash & Debris Removal												
Dead Plant Removal												
Fall Leaf Removal												
Weeding												
Mulch Replenishment - Once Annual (Minor)												
Stone Replenishment (Minor)		a	s		n	e	e	d	e	d		
Filter Media (Soil) Replenishment (Minor)												
Mowing / Trimming												
Trimming, Pruning & Thinning												
AS-NEEDED												
Plant Replacement												
Watering (establishment/drought)												

ROUTINE BIORETENTION MAINTENANCE TASKS:

These are the essential items which should be checked during each Inspection and Maintenance visit listed on **Schedule A**. Every task below shall be verified on the Maintenance Inspection Form. With increased maintenance frequency the tasks should take less time however all of these tasks shall occur at every visit to some degree.

During each maintenance visit, the Contractor shall review the design of the facility in the Construction Drawings and perform the following tasks, as needed:

Inlet Cleaning Specification

Description: Inlet cleaning includes the following:

- Sweep up all visible sediment and debris which could potentially enter the facility from the upstream flow path (approximately 20').
- Remove sediment and debris from both entrance and outlet curb cuts of facility.
- Remove accumulated sediment, debris and weeds from cobble or riprap at all inlets, forebays, and stone check dams. The facility is not functioning optimally when the void spaces in the stones are filled thus accumulated sediment shall be removed quarterly or when the sediment is visible between the void spaces.

Note that if cobbles at the inlets are displaced by during weeding or by water force that stones shall be reset at the proper elevation to allow water to enter the facility.

Materials and Execution: Shovels, rakes, brooms, blowers, and other equipment may be used to remove sediment and debris. All sediment must be swept up, bagged and re disposed of legally. No sediment or debris should be swept or washed into the facility or into a stormdrain.

Sediment and debris shall be disposed of at a landfill.

Cleanout / Overflow (Riser) Cleaning Specification

Description and Execution: Inspect all underdrains, risers (overflows), and cleanouts (through the observation well) to ensure there are no obstructions, debris, trash, leaves, vegetation growing inside or covering the overflow (riser). Remove any obstructions by hand if near the cleanout entrance, or by flushing with pressurized water if debris is down in the pipe. Secure caps to prevent unauthorized entry.

Also inspect underdrains where they enter catch basins to make sure the pipe is not clogged with vegetation. Ensure that the underdrain is flowing by testing with water from the cleanout end. If water does not flow through the underdrain, flush the line to ensure flow.

Sediment and debris shall be disposed of at a landfill.

Trench Drain Cleaning Specification

Description and Execution: Remove the grates to inspect the trench drain from each end including the entrances and exits to ensure there are no obstructions or blockages due to sediment, debris, trash, leaves, and vegetation growing inside. Water shall flow freely along the flow-line. Vegetation or algae growing in the trench drain indicates the presence of standing water. Remove any obstructions by hand or a small hand tool. Secure grates to prevent unauthorized entry.

Inspect the flow line into and out of the trench drain to ensure that water flows easily into and out of the trench drain. Make sure that the entrance or exit has not been raised due to sediment accumulation, or dropped due to erosion. There should not be any ponding water at the entrance or exit. If the flow-line height has been altered, fill with soil or shovel out sediment to restore the flow line and to ensure that water flows freely.

Remove any vegetation within 6" of the entrance and exit on the outside of the trench drain. Reset any displaced cobble or rip-rap at the entrance and exit to ensure that there is no bare earth or erosion.

Sediment and debris shall be disposed of at a landfill.

Trash and Debris Removal Specification

Description and Execution: Remove and dispose of debris from the facility, including sticks, leaves, seeds and trash. Shovels, rakes, brooms, blowers, and other equipment shall be used to remove trash and debris.

All trash and floatables (plastics) shall be taken to the landfill and not recycled. As a general rule, any debris which has made contact with the soil or has a coating on it should be taken to the landfill. Landscape debris such as clippings and leaves can be recycled. (See "**Arlington County Waste Disposal Guidelines**" in the Attachments.)

Dead Plant Removal - Dead plants shall not be removed in early spring as many bioretention perennials will not 'break' until April. All removed dead plants must be photo documented and reported to the County for proper replacement per the approved design. No substitutes are allowed unless previously approved by the Project Manager. To the best of your ability, location and species must be logged and reported.

Plant replacement is an As-Needed Service (*Line Items V100-10 through 15*) and should be completed in early spring or fall.

Dead plants removed from inside a facility shall be disposed of at a landfill.

Fall Leaf Removal - Leaf removal shall be performed between October through January 15th. Additionally, no leaves shall remain in the facility during the winter months.

Freshly fallen leaves may be recycled or disposed of off-site.

Assess Plant Condition and Coverage (%)

Description and Execution: Assess the overall plant condition, photo-documenting dead plant material. Estimate the percentage of vegetation coverage. Anything less than 85% vegetative coverage shall be noted and a planting day shall be scheduled (pre-approved Add-On Services).

Weeding / Vegetation Clearing Specification

Description and Execution: Remove weeds, turfgrass, vines, and volunteer trees and shrubs. Be careful not to remove volunteers seeded from native perennials. Weeds shall be hand pulled by the roots and disposed of legally.

It is recommended that major weeding begin after perennials have leafed out in April. Prior to April, it is important that the Contractor only weed turf and other known noxious weeds to prevent removal of beneficial plant material.

Note that the use of herbicides is prohibited in stormwater management facilities.

Freshly clipped weeds and vegetation may be recycled.

Edging, Mowing and String Trimming Specification

Description and Execution:

- "Edge" the shrub/tree boundaries with a shovel to maintain proper boundaries and prevent damage to shrubs and tree trunks.
- "Edge" the interface with a shovel to maintain clear boundaries between the turfgrass area and the bioretention
- Mow turfgrass surfaces around bioretention facilities being careful to keep clippings out of the facility. Clippings do not have to be bagged up and may

fall into the existing turf. If so distribute them so they are not visible. Fresh clippings may also be recycled.

- Mow edges of facilities and/or small strips of turf which are not maintained by adjacent homeowner/landowner in right-of-ways.
- When mowing, take care not to damage tree trunks, etc.
- Turf shall be mowed to a height of 4".
- String trim the interface between the turfgrass areas and mulched or planted areas of the bioretention.
- The Contractor is responsible for restoring to their original conditional all areas disturbed as a result of the mowing operation

Fresh clippings and vegetation may be recycled.

Minor Stone Replenishment (TN)

Line Item V100-02 - Bioretention - Stone Replenishment - Minor (CY)

This Line Item is an Annual estimate of 1 Ton for the purchase and installation of stone (e.g., river rock, pea gravel, #57 stone, rip rap) for facilities listed on **Schedule A**.

*If additional stone is needed which exceeds the annual estimation (due to large storms or other event) the Contractor shall use Line Items V100-05 - 07 under **Schedule B: As-Needed Services**.

- Per the approved design, cover exposed areas of exposed geotextile fabric with cobbles/stones.
- Per the design, patch small areas of erosion caused by water flow or human activity with cobble.
- Reset all cobble or riprap displaced by water or human activity.

Minor Mulch Replenishment - 2" new mulch per SF (CY)

Line Item V100-03 - Bioretention - Mulch Replenishment - Minor (CY)

This Line Item is an Annual quantity for the purchase and installation of 2" of new mulch based on square footage of vegetated facilities (the quantity is automatically entered in the formula in Schedule A).

If additional Mulch is needed which exceeds the annual 2" estimate (due to large storms or other event) the Contractor shall use Line Item V100-09 under **Schedule B: As-Needed Services**.

Description and Execution: One time annually, in early spring (April, May) the Contractor shall replenish (provide and install) existing mulch with 2" of mulch to maintain no more than a total depth of 3".

- Compacted or "plated" existing mulch shall be loosened before new mulch is added.
- Redistribute mulch displaced by runoff throughout the facility.
- Per the approved design, cover exposed soil with displaced mulch and rake evenly.
- Mulch must not make contact with the bark or trunks of trees or shrubs, or the stems of plants.

Notes:

- *Mulch is no longer available available from the County's Solid Waste Bureau as the mulch shall be seed, weed and debris free.
- The Contractor shall provide and install double-shredded hardwood bark mulch per the design specification in the Construction Documents.
- *Pine bark mulch and dyed mulch is not acceptable.

- *Dyed mulch contains Chromated Copper Arsenate (CCA), a wood preservative containing arsenic, a known carcinogen. Red or black mulch is created from chipped up wood by-products from demolished buildings, decks or other construction projects which has been dyed to cover up inconsistencies. The wood by-product does not serve the same benefit as hard wood mulch and CCA can leach into the soil which is particularly harmful if placed around vegetables and flowering or fruit-bearing (berries) shrubs/trees which sustain bee and bird populations.

Pruning Specification (Late fall or winter)

Description and Execution:

- Cut back flopping perennials to allow for continued blooming through growing season.
- Upright perennials with an upright seedhead may overwinter as they provide wildlife benefits, such as switchgrass and coneflower.
- After the winter, grasses and perennials shall be cut back to 4-6" from the ground, typically between February 20 and April 1, unless otherwise directed by the County.
- Pruning of shrubs and shall only occur one time annually to maintain their natural form and size, and promote plant health. Pruning shall be done very prudently and supervised by a Foreman.

Fresh clippings and vegetation may be recycled.

B. Bioretention – As-Needed Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of 2 CY of disposal for each visit to each facility in this sub-task.

These As-Needed items are outside the scope of "Routine." The Contractor shall be billed on a per unit basis.

Bioretention Filter Media Replenishment

Line Item V100-04 - Bioretention Filter Media [Soil] Replenishment (CY)

Description and Materials: Work consists of providing Bioretention Filter Media to patch small areas of erosion or slumping of media in facility basins.

Bioretention Filter Media shall conform to Arlington County's specification below. The Contractor shall review the Construction Documents to ensure that they install the proper media per the approved plans.

NOTE: The filter media must meet specific tests and is available from several pre-approved wholesale material vendors. Refer to "**Filter Media Supplier List**" in the Attachments.

Bioretention Filter Media Specification

Material	Specification
Filter Media Composition	Filter Media to contain: <ul style="list-style-type: none"> • 80% - 90% sand • 10%-20% soil fines • 3%-5% organic matter

Material	Specification
Filter Media Testing	Available P between L+ and M per DCR 2005 Nutrient Management Criteria. The media should be certified by the supplier.

Stone Replenishment – Major (TN)

- Line Item V100-05 - Furnish and Install - Washed River Rock 3-6" (TN)**
River rock shall be washed and shall either be 3-6" washed river rock (Delaware Valley or similar) with at least 50% greater than 4" in diameter.
- Line Item V100-06 - Furnish and Install - Washed River Rock 5-8" (TN)**
River rock shall be washed and shall either be 5-8" washed river rock (Delaware Valley or similar) with at least 50% greater than 6" in diameter.
- Line Item V100-07 - Furnish and Install - Pea Gravel (TN)**
- Line Item V100-08 - Furnish and Install - #57 Stone (TN)**
- Line Item V100-09 - Furnish and Install - Rip Rap Class AI (EC-1) 4-8" (TN)**

Description: Work consists of provision and installation of river rock (Delaware Valley or similar), pea gravel, #57 stone or riprap for inlets, outlets, or check dams requiring replenishment or enhancement of existing stone **per the original design specification** or otherwise directed by the County Project Manager.

Geotextile Filter Fabric (Non-woven) (SF)

- Line Item V100-10 - Geotextile Filter Fabric (SF)**

Description: Work consist of installing and anchoring geotextile filter fabric as needed below river cobble or rip rap to prevent erosion. Geotextile filter fabric shall meet County specifications with a flow rate of >110 gal/min/sq ft (e.g., Geotex 351 or equivalent). Refer to Construction Documents for exact replacement for each facility.

Mulch Replenishment - Major (Exceeding Minimum 2" layer)

- Line Item V100-11 - Mulch Replenishment - Major (CY)**

Description and Execution: This line item is to be used in the case that additional mulch is needed due to unforeseen events. In the early spring 2" of new mulch should be applied, not to exceed 3" (already included in Routine Line Item V100-03). However, as necessary the Contractor shall provide and install additional double-shredded hardwood bark mulch. Existing mulch shall remain and mulch replenishment is only required to re-establish a total depth of 3". Very few facilities will require full mulch replenishment.

- Compacted or "plated" existing mulch shall be loosened before new mulch is added.
- Redistribute mulch displaced by runoff throughout the facility.
- Per the approved design, cover exposed soil with displaced mulch and rake evenly.
- Mulch must not make contact with the bark or trunks of trees or shrubs, or the stems of plants.
- Mulch should NOT be mounded on any tree trunk.

*Mulch is no longer available available from the County's Solid Waste Bureau as the mulch shall be seed, weed and debris free.

Plant Replacement

1)Contractor Supplied Plant Material

Line Item V100-12 - Furnish & Plant Medium/Large Tree - 2-2.5" caliper (EA)
Line Item V100-13 - Furnish & Plant Small Tree - 1-1.5" caliper (EA)
Line Item V100-14 - Furnish & Plant Shrub - 5 Gallon (EA)
Line Item V100-15 - Furnish & Plant Shrub - 3 Gallon (EA)
Line Item V100-16 - Furnish & Plant Perennial - 1 Quart (EA)
Line Item V100-17 - Furnish & Plant Perennial - 1 Gallon (EA)
Line Item V100-18 - Furnish & Plant Perennial - Deep Plugs (flat of 32) (EA)
Line Item V100-19 - Furnish & Plant Perennial - Deep Plugs (flat of 50) (EA)

2)County Supplied Plant Material

Line Item V100-20 - Furnish & Plant Medium/Large Tree - 2-2.5" caliper (EA)
Line Item V100-21 - Furnish & Plant Small Tree - 1-1.5" caliper (EA)
Line Item V100-22 - Furnish & Plant Shrub - 5 Gallon (EA)
Line Item V100-23 - Furnish & Plant Shrub - 3 Gallon (EA)
Line Item V100-24 - Furnish & Plant Perennial - 1 Quart (EA)
Line Item V100-25 - Furnish & Plant Perennial - 1 Gallon (EA)
Line Item V100-26 - Furnish & Plant Perennial - Deep Plugs (flat of 32) (EA)
Line Item V100-27 - Furnish & Plant Perennial - Deep Plugs (flat of 50) (EA)

**Please note that the price shall include three (3) waterings (the day of and two additional waterings)*

Description, Materials and Execution: As-Needed enhancement and installation of plant material which is either 1) Supplied by the Contractor, or 2) Supplied by the County.

During each inspection the plant material shall be inventoried for dead plant material. If the facility has less than 90% vegetative coverage the Contractor shall replace vegetation with exact replacement according to the planting plan unless otherwise directed by a County Project Manager. The Contractor shall purchase and install plant material per the approved planting plan. Substitutions will not be permitted unless written proposal is approved by the County Project Manager.

Photo-Document Newly Planted Vegetation: The Contractor shall photo-document the newly planted material in order to track for warranty.

Rejection: Any material and/or work may be rejected by the County if it does not meet the specifications. All rejected material must be removed from the site by the Contractor within 48 hours. All rejected plant material must be documented by the Landscape Foreman. It is the responsibility of the Contractor to replace the rejected material and work required to install the material at no cost to the County; the County reserves the right to not require replacement, in which case the Contractor will not bill for the rejected material.

Timing: The season for planting trees and shrubs must be October 15 to May 15; the season for perennials and grasses must be April 1 to May 15 and September 15 to November 15, unless otherwise approved by the County. Plantings will only occur when weather and soil conditions will permit the successful establishment of plants and only at the County's discretion.

Watering: The Contractor must provide one initial watering after planting the day plants are installed, and must then water once a week (once every 7 days) starting 7 days after planting for 3 consecutive weeks after installation, for a **total of 3 waterings including planting day**. A weekly watering may be

skipped if there is a 1" rainstorm at the facility during that 7 day period. All watering must occur using a hose with nozzle end breaker or a sprinkler. Water must be applied in sufficient quantities to saturate the soil to a depth of at least 4 inches. Water must be applied at low water pressure directly to each plant, allowing water to infiltrate/percolate throughout the planting pit. The soil shall be saturated, but without runoff. The Contractor must avoid application of too much water. Watering beyond the initial watering and three consecutive weeks will be considered additional (per Line Item V100-16 below).

FIRE HYDRANT PERMIT: The Contractor may secure a *Fire Hydrant Permit* for obtaining water for watering. Proper backflow prevention shall be in place. Or the Contractor may supply a water truck to water plants.

Warranty/Replacement: All plants shall be covered under warranty to be in good health, vigorous, and be in a thriving condition as determined by the County after one full growing season (or one year from the planting). Deciduous material will be guaranteed to break dormancy if planted in the dormant season. Any material that is 25% dead or more must be considered dead and must be replaced at no charge.

The Contractor must replace all dead plants at no charge to the County. Replacements will be made, after approval by the County, during the next appropriate planting period and the replacements must be of the same size and species as originally specified. The Contractor must be responsible for meeting the required warranties. The Contractor will not be responsible for plant material that has been damaged due to vandalism, fire, relocation or other activities beyond the Contractor's control as determined by the County.

Final Inspection: The County may conduct an inspection within the first month after plants break dormancy in the first growing season after planting (as specified above). Any plant material or installation that does not meet the Warranty must be replaced by the Contractor at the Contractor's expense.

Additional Watering

Line Item V100-28 - Additional Watering (HR)

Description: This work is for additional watering of landscaped areas as directed and approved by the County. The County may request additional watering at any time.

Watering shall occur under the following conditions:

- Plants and sod that are in their first growing season after installation (June-September) should receive the equivalent of 1 inch of water, if there has been 7 days or more without rain.
- Established plants and sod beyond their first growing season should receive the equivalent of 1 inch of water if temperatures have exceeded 95 degrees Fahrenheit for 7 days or more.
- Established plants beyond their first growing season should receive the equivalent of 1 inch of water between June and September if there has been 3 weeks (21 days) or more with no rain.

FIRE HYDRANT PERMIT: The Contractor may secure a *Fire Hydrant Permit* for obtaining water for watering. Proper backflow prevention shall be in place. Or the Contractor may supply a water truck to water plants.

Turf Establishment by Sod

Line Item V100-29 - Furnish and Install Sod for Turf Establishment (SY)

**Please note that the price shall include three (3) waterings (the day of and two additional waterings)*

Description and Materials: This work must consist of soil preparation, liming, watering, and placing grass sod on areas adjacent to bioretention facilities. Sod must be of high quality and free from noxious weeds and excessive amounts of insects, diseases, and weed plants at the time of harvest. All sod must be laid on site no more than 36 hours after harvest.

Execution:

1. All areas with sod installed must conform to the finished grades or as specified by the County and be free of all weeds, trash, debris, brush, clods, and other foreign materials larger than linches in diameter or length that would interfere with future grass maintenance. All gullies, washes or disturbed areas that develop subsequent to final dressing must be repaired prior to sodding.
2. Sodding must be performed during the Spring (March 1-May 1) or Fall (September 1-November 15) unless otherwise directed by the County.
3. Sod must not be installed on frozen ground or when the temperature is 32°F/0°C or lower.
4. Before installing sod, compacted soils must be loosened with rototillers, disk harrows, chisel plows, or other approved equipment, to a minimum depth of 4 inches. All stones over ¾ inch in any dimension must be removed from the top 4 inches of soil by use of a "Rock Hound" or other means.
5. The soil must be irrigated within 12 to 24 hours prior to laying the sod. Sod should not be installed on soil that is dry and powdery. The soil must be watered immediately prior to laying the sod. The Contractor is responsible for all watering necessary to establish good stands of turf.
6. All sod must be installed perpendicular to slopes. Use longest possible rolls or lengths. Small pieces of sod may be used to fill irregular areas. Use lengths of 4 feet or more in ditch inverters and swales. Sod joints must be staggered.
7. All sod installed in swales, ditches and/or on slopes with grade 3:1 or steeper, must be stapled or pegged at a minimum of 4 pegs per square yard of sod. Stakes will be untreated wood pegs, or metal staples. Stakes/staples are to be driven flush with the sod.
8. Sod must be thoroughly **watered a minimum of three times after installation**. The sod is to be kept moist in order to promote root establishment. The first watering must be immediately (usually within 30 minutes to one hour) after the sod is installed; saturate the soil to depth of 3 inches below the sod. The second watering must be within 5 days after the sod is installed and the third watering must be scheduled within 10 days after the sod is installed. A minimum of 24 hours must elapse between the second and third watering. Before final acceptance the Contractor must repair or replace any sod that is defective or damaged due to Contractor's negligence at no additional cost to the County.
9. Sodding must be done in accordance with Virginia DDOT Specifications Section 604 (<http://www.virginiadot.org/business/resources/const/2007specbook.pdf>).

Warranty:

1. The Contractor must maintain a 1 year, 85% per 1000 square foot area, care and replacement warranty on all permanent turf establishments. One year following final inspection and approval by the County, the Contractor must be

responsible for installing new sod on all areas experiencing less than a eighty-five percent (85%) survival rate,
2. The warranty period must begin after final inspection and approval by the County.

2) Filterra – Description of Routine Maintenance Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of 1 CY of disposal for each visit to each facility in this sub-task.

A. Filterra - Description of Routine Maintenance Services

*This specification details 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 Maintenance Inspection Form. Tasks will fluctuate depending on time of visit, growing season, facility age, facility design, stormwater impacts and human impacts. Weeding will occur at every visit.*

All inlets to be cleaned are surface inlets, and do not require OSHA confined space entry.

ROUTINE FILTERRA MAINTENANCE TASKS:

During each maintenance visit, the Contractor shall review the design of the facility in the Construction Drawings and perform the following tasks, as needed.

Line Item V101-01 - Filterra - Routine Inspection & Maintenance (SF)

Description: Filterra® is proprietary stormwater management facility manufactured by Americast Inc. Filterra is a tree box consists of an inlet box filled with filter media, double shredded hardwood mulch, trees or shrubs, and underdrain piping. Filterra facilities shall be inspected and maintained based on the "Schedule A: Maintenance Schedule by Location - Task Area #1 - Vegetated Facilities".

Materials and Execution: During the assigned visit, the following tasks shall be performed as needed:

- Removing trash, debris, and sediment from within the inlet and from 5-10 feet upstream of inlet, and from tree box ground surface.
- Removal of energy dissipating stone at inlet on top of mulch and placing it back over the new mulch layer upon completion of maintenance.
- Replenishing mulch to 3". Contaminated or degraded mulch must be removed prior to replenishment.
- Removal of weeds.
- Minor pruning of trees and/or shrubs, damaged branches, branches interfering with sidewalk and/or street accessibility, or sight lines.

If tree boxes require additional soil media, it is a proprietary mix from the manufacturer; Additional soil media is an As-Needed service (See Line Item V101-04).

Minor Mulch Replenishment - 2" new per SF (CY)

Line Item V101-02 - Filterra - Mulch Replenishment (CY)

This Line Item is an Annual quantity for the purchase and installation of 2" of new mulch for every Filterra (the quantity is automatically entered in the formula in Schedule A).

Description and Execution: One time annually, in early spring (April, May) the Contractor shall replenish (provide and install) existing mulch with 2" of mulch to maintain no more than a total depth of 3".

- Compacted or "plated" existing mulch shall be loosened before new mulch is added.
- Redistribute mulch displaced by runoff throughout the facility.
- Cover exposed soil with displaced mulch and rake evenly.
- Mulch must not make contact with the bark or trunks of trees or shrubs, or the stems of plants.

Notes:

*The Contractor shall provide and install double-shredded hardwood bark mulch per the design specification in the Construction Documents.

*Pine bark mulch and dyed mulch is not acceptable.

B. Filterra – As-Needed Services

All prices shall include mobilization, materials, labor, equipment, haul and disposal, unless otherwise noted. The Contractor shall include the cost of 1 CY of disposal for each visit to each facility in this sub-task.

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.

Filterra – Inlet Cleaning

Line Item V101-03 - Filterra - Inlet Cleaning (EA)

Description and Execution: Inlet cleaning - Filterra / Tree Box Filters includes clearing of sediment and debris from inlets, and from approximately 20 feet upstream of inlet, along flow path, and within the inlet. Shovels, rakes, brooms, blowers, and other equipment may be used to remove sediment and debris. All sediment and debris must be removed from the site and disposed of legally.

Filterra – Filter Media Replenishment (Proprietary Mix)

Line Item V101-04 - Filterra - Filter Media Replenishment (CY)

Description, Material and Execution: This work consists of removing of the old Filterra filter media, and installing new filter media inside the existing Filterra stormwater facility. *The Filterra Filter Media must be obtained from the manufacturer. Removal of old filter media and installation of new media must be in accordance with the manufacturer's recommendations and requirements stated in the Contract Documents and other sections of these specifications.

Filterra – Plant Replacement

Line Item V101-05 - Furnish and Plant Tree - 1" Caliper (EA)

Line Item V101-06 - Furnish and Plant Shrub - 3 Gallon (EA)

Description and Execution: This work consists of removing dead vegetation and replacement. The vegetation replacement shall be an exact replacement unless otherwise directed by a County Project Manager.

3) Ponds

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 sub-task.

A. Ponds - Description of Routine Maintenance Services

This specification details 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 Maintenance Inspection Form. Tasks will fluctuate depending on time of visit, growing season, facility age, facility design, stormwater impacts and human impacts. Weeding will occur at every visit.

ROUTINE POND MAINTENANCE TASKS:

During each maintenance visit, the Contractor shall review the design of the facility in the Construction Drawings and perform the following tasks, as needed.

Line Item V102-01 - Ponds - Level 1: Routine Inspection & Maintenance (All Services) (SF)

Line Item V102-02 - Ponds - Level 2: Routine Inspection & Maintenance (No Mowing) (SF)

All ponds shall be inspected and maintained based on the "*Schedule A: Maintenance Schedule by Location - Task Area #1 - Vegetated Facilities*".

*Note that there are two levels of service: Level 1 providing all services, and Level 2 providing all services except mowing.

Description: The County has two types of ponds in its inventory: Dry Ponds and Ponds with Wetland features.

Dry ponds are designed to retain stormwater runoff generally between 48-72 hours after a rain event. If water drains too quickly from a dry pond it does not have adequate time to filter and can damage downstream creeks, and water retained on-site too long can lead to algal problems. Thus maintenance is required to ensure that they perform to their optimum potential.

Ponds with wetland features are similar to a lake which holds water permanently. The pond needs to be working per its design so that water will not exceed its capacity and release water too quickly as it may be detrimental to downstream creeks.

The Contractor shall note if additional work is necessary which is outside of the routine tasks specified below. These *As-Needed Services* shall be detailed and submitted to the PM.

Materials and Execution: During the assigned visit, the following tasks shall be performed, as needed:

INTERIOR

- Remove sediment from inlets, forebay and interior of facility
- Clean out control structure riser (Confined Space Entry Permit Required)
- Clean debris from spillway, valves, low flow and trash rack
- Remove debris and sediment from all drainage channels within a 25 foot radius from the riser
- Remove trash, leaves, sticks and branches, dead plants and other debris
- Reset riprap which has been moved due to force of water
- Patch gullies or eroded areas with stone, turf or topsoil, as appropriate

EXTERIOR

- Mow and clear:
 - Dam embankment/side slopes
 - 10-foot clearance zones at both the upstream and outfall side of the dam embankments
 - Emergency spillways
 - 10-foot clearance zones on each side of improved channels and access entryway(s)
- *The pond floors shall not be mowed however left in a natural state
- Grass should be mowed to 4-6" finished height
 - Woody vegetation, brush and trees less than 2" in diameter within the mowing limits shall be cut to ground level
 - String trim interface between grass and structures
 - Remove invasive/noxious plants including cattails and tree seedlings
 - Check that the fence is in good repair
 - Check for appropriate signage; Repair signs as needed
 - The Contractor is responsible for restoring to their original conditional all areas disturbed as a result of the mowing and clearing operation

The Contractor shall note "PLANTING ZONE" signs posted in the interior of the pond which means they are No Mowing areas.

All debris shall be removed and disposed of off-site per Arlington County guidelines. Sediment and debris must be taken to the landfill. Fresh clippings and vegetation may be recycled. The Contractor shall submit the disposal ticket with the maintenance invoice and report.

Not all tasks will be needed during each visit. Depending on factors such as: weed pressure, time of growing season, facility age, facility design, stormwater impacts and human impacts, tasks will fluctuate.

- **REPORTING ISSUES OUTSIDE OF CONTRACT SCOPE**

During each visit, the Contractor, to the best of its ability, must observe if there is any degradation of infrastructure (pipes, inlets, risers, etc.), if there are signs of burrowing rodents, or if an underground facility is in need of vacuuming. These are outside of normal maintenance activities outlined in this Contract thus it is essential that the Contractor note any field problems to the County via phone or email to the County's Representative within 48 hours of the visit. The Contractor shall also identify any encountered problems in its field log.

B. Ponds – As-Needed 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 sub-task.

INFRASTRUCTURE MAINTENANCE

Line Item V102-03 - Excessive Sediment/Silt Removal (CY)

The Contractor may note excessive accumulation of sediment or silt in the forebay, inlet or outlet which may be interfering with the pond's volume capacity. Excessive is defined as filling the void spaces by 80% or more as a result of an unusual storm or natural event. All sediment shall be bagged up and disposed of at a landfill. Includes equipment, labor and material.

Line Item V102-04 - Dewatering of Sediment On-Site (CY)

The Contractor shall dewater sediment laden or turbid water prior to its discharge. The water shall be pumped through a filtering device to ensure that ONLY clear water leaves the site. The Contractor shall dispose of sediment removed from the dewatering operation at a landfill. The dewatering devices (pumps, etc.) shall be closely monitored to ensure that they are not clogged.

Line Item V102-05 - Drainage Blockage Removal / Dewatering Services - No Pump (HR)

Line Item V102-06 - Drainage Blockage Removal / Dewatering Services - With Pump (HR)

Hourly rental for equipment rental time that the pump is in use only.

SITE STABILIZATION

Line Item V102-07 - Furnish and Install Topsoil (CY)

This work includes refurbishing and installing topsoil. 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%.

Line Item V102-08 - Furnish and Install Sod for Turf Establishment (SY)

See Bioretention Line Item V100-17 for specification details

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

Seeding and mulching per VDOT specification:

Line Item V102-09 - Seed Mix 50% K-31; 50% Annual Rye (SY)

Line Item V102-10 - Seed Mix 75% K-31 and 25% Annual Rye (LB)

Line Item V102-11 - Application of Wetland Seed Mix - Ernst Seed #120 (LB)

Line Item V102-12 - Application of Wetland Seed Mix - Ernst Seed #131 (LB)

Line Item V102-13 - Furnish and Install Straw Mulch (SY)

Line Item V102-14 - Watering of Plantings (HR)

See Bioretention Line Item V100-16 - Additional Watering (HR)

AGGREGATE REPLENISHMENT

The Contractor may note the need for additional course aggregate stone or riprap replenishment as evidenced by erosion or scouring at spillways, aprons or channels, inlets and outlets.

Line Item V102-15 - Furnish and Install VDOT No. 1 Course Aggregate Stone (Surge Stone) (TN)

Line Item V102-16 - Furnish and Install Class 1 Rip-Rap Stone (TN)

Line Item V102-17 - Furnish and Install Class 2 Rip-Rap Stone (TN)

EROSION AND SEDIMENT CONTROL

Line Item V102-18 - Furnish and Install Construction Entrance - 75' (SF)

Line Item V102-19 - Furnish, Install and Remove Virginia Standard 3.05 Silt Fence with Wooden Stakes (LF)

Line Item V102-20 - Furnish, Install and Remove PFM plate 3-11 Super Silt Fence with Steel Posts & Wire Fence (Super Silt Fence) (LF)

Line Item V102-21 - Furnish and Install EM-400 Jute Mat (or Approved Equal) (SY)

Line Item V102-22 - Furnish and Install EM-700 Jute Mat (or Approved Equal) (SY)

Line Item V102-23 - Furnish and Install EM-900 Jute Mat (or Approved Equal) (SY)

Line Item V102-24 - Furnish and Install Curlex "NetFree" (or Approved Equal) (SY)

Line Item V102-25 - Furnish and Install Filter Fabric (Geotex 104F or Approved Equal) (SY)

VEGETATION MANAGEMENT

Line Item V102-26 - Tree Removal - Mobilize Bucket Truck (HR)

This Line Item shall be used if the conditions are such that the work exceeds what is necessary under routine work. The Contractor shall remove trees and brush above 2 inches in diameter. Hourly rental rate for the bucket truck is for equipment rental time that the bucket truck is in use only. Note that all wood and debris must be removed from the site. Includes Operator, one Climber and one Groundsman.

Line Item V102-27 - Mobilize Chipper (HR)

With Operator. Hourly rental for chipper for equipment rental time that the chipper is in use only. Note that all wood and debris must be removed from the site.

Line Item V102-28 - Stump Removal and Grinding (HR)

Hourly rental for equipment to grind stump to three (3) inches below grade level. Price includes removal of chips and restoration of area to include placement of three (3) inches of topsoil, seed and mulch.

Line Item V102-29 - Removal of Downed Trees (EA)

The Contractor may note unhealthy or downed trees which need to be removed as they may clog orifices or be transported to unwanted areas in the pond.

MISCELLANEOUS

Line Item V102-30 - Repairs from Burrowing Animals (SY)

The Contractor may note holes, dens and erosion due to animal activity on the top and side slopes of dam embankments or elsewhere. Holes may eventually cause the dam to fail by providing a pathway for water to flow and cause erosion. Animal burrows must be repaired by "mud-packing" using a slurry mixture consisting of 90% soil, 10% cement and water. Disturbed areas must be backfilled with topsoil and stabilized with seed and mulch.

Line Item V102-31 - Trash Removal from Dumping (CY)

The Contractor may note excessive yard waste including grass clippings, leaves, soil or trash which may have entered the pond from citizens dumping debris directly into stormdrain inlets. This could result in clogging and leaves and grass clipping release nutrients (nitrogen), bacteria and oxygen consuming materials which are detrimental to pond health. Excessive is defined as debris from an unusual circumstance or natural event.

Line Item V102-32 - Mobilize 8 Ton Crane (HR)

With Operator. Hourly rental for equipment rental time that the crane is in use only.

Line Item V102-33 - Rubber-Track Skid Steer Loader (Small) (HR)

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

Line Item V102-34 - Rubber-Track Compact/Mini Excavator (HR)

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

Line Item V102-35 - Rubber-Tired Front-End Loader/Backhoe (HR)

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

Line Item V102-36 - Replace Detention Pond Signs (EA)

4) Maintenance Training

One-time compensation for attending **required** training sessions provided by the County for the Foreman (up to 2), Crew Chief (up to 2), and dedicated Crew/Laborers (up to 4). Training sessions for this Task Area will be held two times and will be a combination of classroom and hands-on learning. In-field maintenance training will be done on actual facilities in the County's portfolio.

TASK AREA	TRAINING #1	TRAINING #2	ANNUAL TRAINING HOURS (EA EMPLOYEE)
#1 Vegetated Systems	4 hours In-House 4 hours Field	4 hours In-House 4 hours Field	16 hours

Line Item V103-01 - Maintenance Training - Landscape Foreman (HR)

Line Item V103-02 - Maintenance Training - Crew Chief (HR)

Line Item V103-03 - Maintenance Training - Laborers (up to 3) (HR)

The Owner and additional employees of the Contractor may attend the training at the Contractor's cost.

Due to the County's training investment changes to the crew leadership shall be approved by the County Project Manager or Contract Administrator. The Contractor must submit changes to crew leadership, including qualifications, to the DES Project Manager at least seven (7) business days before commencing work.

5) Task Area #1 Labor Rates – Hourly, Overtime and Emergency (O/E)

INSP - Inspector (HR and O/E)

CF - Crew Foreman (HR and O/E)

CC - Crew Chief (HR and O/E)

LAB - Laborer (HR and O/E)

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

ARB - Certified Arborist (HR and O/E)

II. TASK AREA #2: UNDERGROUND STORMWATER MANAGEMENT FACILITIES (U)

Defined as Inspection, Maintenance and Reporting of County-Owned Underground or in-ground stormwater management facilities. The scope consists of cleaning and repair services of manufactured, proprietary and approved non-proprietary facilities which include but are not limited to:

- 1) Filtration Devices (i.e., StormFilters, Ultra-Urban Filters)
- 2) Hydrodynamic Separators (CDS, Stormceptors, Vortechs)
- 3) Detention Vaults
- 4) Cisterns

UNDERGROUND FACILITIES	
TYPE	QUANTITY
Underground Filtration Devices with Cartridges *	28
Hydrodynamic Separators *	8
Detention Vaults *	18
Cisterns *	0
TOTAL	54

* Confined Space Permit Required

8/27/15

SUMMARY: The Contractor shall provide Inspection, Maintenance and Reporting Services necessary to maintain optimum functionality of County-owned stormwater management facilities, as well as meeting more stringent requirements for Arlington County's MS4 permit and DEQ reporting. All underground stormwater management facilities should be inspected and maintained based on the "**Schedule A: Maintenance Schedule by Location - Task Area #2 - Underground Facilities**". Services include but are not limited to the collection and removal of all accumulated sediment, oil, trash and debris; washing down (cleaning) of internal components such as chambers and bays, inlet pipes, outfall pipes, trash racks as appropriate for each system whether proprietary or non-proprietary; 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.

1) Annual Inspection, Maintenance and Reporting Protocol:

- The Annual Inspection of underground facilities shall be conducted per Schedule A;
- Inspections shall be conducted by a DEQ Certified Inspector who submits the Annual Report within 45 days of the Inspection and no later than **April 30th** of that year;
- Inspections may be conducted independently of Maintenance, however Maintenance must be completed within thirty (30) days of the Inspection.

2) Routine Inspection, Maintenance and Reporting Protocol:

- Routine Inspection and Maintenance shall be conducted simultaneously per Schedule A;
- Inspection/Maintenance Reports are due within two weeks of work completion.

The Contractor shall note that if additional work is required which falls outside of the scope of 'Routine' tasks specified below, that s/he shall submit a detailed list of As-Needed tasks from Schedule B to the PM for approval.

PAYMENT: The Contractor will provide all necessary management, administrative support, supervision, personnel, labor, materials, equipment, tools, and unless otherwise specified to inspect and clean underground or in-ground stormwater facilities. Payment will be full compensation for mobilization, cleaning, debris containment, disposal haul and dumping fees and incidentals needed to complete the work. Unless otherwise specified, payment will be at a fixed price unit cost per facility, regardless of size of the facility.

Replacement cartridges or filters will be included under As-Needed Services.

This is the means of payment, and is intended to be the price inclusive of all Contractor costs. Hourly/overtime rates apply only at the County's discretion and direction for As-Needed Services (Schedule B), emergency repairs, and as a basis for calculating labor services for non-prepriced items.

QUALIFICATIONS: The Contractor will ensure the quality of work by employing qualified, experience personnel, trained in maintenance of underground stormwater management facilities. See Qualifications and Requirements in the *Scope of Services, Section 4* for a thorough explanation of requirements. The Contractor shall have in their possession prior to commencement of any work necessary equipment and personnel to perform the cleaning operations under this Contract.

* On the Qualifications Form, the Contractor shall make note whether they have any maintenance certifications on proprietary devices (i.e., Contech Certified Maintenance Provider, etc.)

CONFINED SPACE AND SAFETY: Maintenance of many of the County's underground stormwater management systems requires a Confined Space Permit (See OSHA Standard 29 CFR 1910.146)

- Work under this contract requires entry into confined spaces as identified by OSHA, Standard 29 CFR 1910.146, Permit Required Confined Spaces. Compliance with this standard as well as all other applicable local, state, and federal standards is mandatory.
- The confined space may be oxygen deficient or contain other hazards. Personal entering confined spaces must have proper training and equipment to allow for safe entry and execution of work within the confined space. The County facilities may include permit required confined spaces as well as non-permit required confined spaces.
- The qualified Contractor must have a written Permit-required Confined Space Entry Program and documented training to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140.
- The Contractor shall provide the County Project Officer a copy of the program and documented training along with a list of trained and certified Contractor personnel within ten calendar days of the issuance of a Notice of Award.
- The Contractor's Contract Officer must provide the County's Project Officer a copy of the Contractor's Safety Manual and Health Plan that includes the Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval. The Safety Manual and Health Plan must comply with OSHA 1910.146 as well as all other applicable local, state and federal standards.
- Entry Permits must be filed and maintained by the Contractor.
- When entering permit required confined spaces, the permit shall be posted at the work site during the entry.

The Contractor's equipment shall meet minimum requirements of OSHA and Virginia Occupational Safety and Health (VOSH) specifications. 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

EQUIPMENT AND TOOLS: The Contractor's equipment and operations shall be capable of completely removing debris from the 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 at no additional cost to the County. 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 Contract Administrator.

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

- Hydraulic Vacuum Truck 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 vacuum truck must be equipped with a hose capable of reaching areas of restricted clearance.
- Hydrojetter with on-board fresh water 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.

PROPRIETARY AND NON-PROPRIETARY DEVICES: The Contractor shall be responsible for verifying the facility type, size as well as manufacturer's recommendations for maintenance and repair. The Contractor will be required to use parts and materials recommended by the manufacturer, unless a written approval is obtained by the Contract Manager.

CARTRIDGE REPLACEMENT: 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 the Inspection/Maintenance Report.

MAINTENANCE OF TRAFFIC AND PUBLIC SAFETY: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of pedestrians and vehicles in the area affected by the work. The Contractor shall take precautionary measures and set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic of openings when necessary. The Contractor shall 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. All traffic control or safety measures required to perform the maintenance of these facilities is considered incidental to work performed. The Contractor shall provide at least one employee at each site where traffic control is required, to provide traffic control and that employee must be a VDOT certified flaggers trained on *Basic Work Zone Traffic Control*.

CARE DURING WORK: Care must be used in performing all work. The cost of repairing or replacing any structure or structural components damaged during the course of inspection and maintenance will be the responsibility of the Contractor. The Contractor is responsible for repairing damaged areas to like and kind condition and must be restored to the satisfaction of the Contract Administrator.

SEDIMENT CONTROLS: Sediment control measures associated with maintenance of underground stormwater management facilities are considered incidental.

WASTE DISPOSAL: Arlington County has instituted new guidelines to manage the waste extracted from stormwater management facilities. All sediment and shall be vacuumed or bagged up tightly and taken to a landfill. All solid waste and 'floatables' (plastics), trash and debris shall also be taken to a landfill and shall not be recycled due to contact with hydrocarbons.

At no time shall any liquid waste be flushed into a stormwater facility or a stormdrain, and 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.

*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.

***NOTES:**

- **Routine Line Item** (Schedule A) prices shall include Vector truck mobilization AND the cost for haul and disposal of 3 CY of waste for each visit to each facility.
- **As-Needed Line Item** (Also Schedule A) prices will provide for quantities which exceed the average in the case of large storm or natural events.

MONTHLY MEETINGS AND SCHEDULE: The Contractor shall meet with the Project Manager(s) on a monthly basis (e.g., from 10:00am - 11:00am on the first Tuesday of the month) for the purpose of scheduling, fielding questions and monitoring performance. During this meeting the Contractor shall provide a copy of the Monthly Schedule. Most meetings will be held in the office (2100 Clarendon Blvd) however some may be held in the field. On occasion the meeting may include in-field training (arranged by the County PM and coordinated with the Contractor).

The Contractor shall notify the Project Manager *in writing* of shifts to the Monthly Schedule which exceed three days.

RESTRICTED ACCESS: For sites with restricted access, the Monthly Schedule will serve as notification. If there are any shifts to the schedule which require entry assistance the Contractor shall notify the appropriate party 12 hours prior by phone and also in writing (copying the Project Manager).

PERFORMANCE MONITORING: The Project Manager will conduct random site inspections to verify work performance and will complete a "Contractor Performance Report" on a monthly basis. 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 so they are clear on expectations and deficiencies. The Report will be signed by the Contractor.

REPORTING: The Contractor shall follow guidelines detailed in the *Scope of Services, Section 9, Contractor Reporting*. The Contractor shall also be mindful of photo-documenting conditions and problems seen during the Inspection such as excessive sediment, spent cartridges, etc.

The Contractor shall submit the Report which includes date, location (with facility ID number), crew start and finish time; names of Foreman, Crew Chief and crew members. The Contractor shall note unusual issues (excessive sediment from off or on site, etc.) and shall photograph them (in place and/or removed). The Contractor shall photo-document maintenance work - before and after. All photographs shall be date stamped, labeled, and in .jpg format. The Contractor shall submit the Report, invoices, photographs and paperwork, including landfill disposal manifests.

CHECK-IN AT SITE AND SIGN-OFF: Three Departments oversee the maintenance of County-Owned Stormwater Management Facilities, thus it is the responsibility of the Contractor to make prior arrangements for access. The Contractor shall verify whether permissions are needed and make arrangements with the Department.

The Contractor shall notify staff of the schedule at various facilities and shall give 48 hours advance notice. The Contractor shall check in and check out at sites with restricted access.

THE CONTRACTOR SHALL INFORM THE DISPATCHER 48 HOURS IN ADVANCE OF THEIR ARRIVAL AT THE COUNTY FACILITY:

**FACILITIES MANAGEMENT BUREAU HOTLINE - 703-228-4422
DEPARTMENT OF PARKS AND RECREATION HOTLINE - 703-228-6525**

***Note: OSEM FACILITIES ALLOW FOR PUBLIC ACCESS THUS CHECK-IN IS NOT NECESSARY.**

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 shall be required. Additionally, the said 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.

DAMAGE CLAIMS: The Contractor shall continuously maintain protection of all its work from damage and shall protect the County's property from damage or loss arising in connection with this Contract. The Contractor shall make good any such damage, or loss, except such as may be caused by agents or employees of the County.

The Contractor shall be responsible for resolution of any and all damage claims resulting from operations provided under this Contract. Claims made to Arlington County as a result of operations provided under this Contract will be referred to the Contractor for resolution. Failure to properly respond to and resolve damage claims will constitute unsatisfactory performance and may result in cancellation of the Contract.

FIRE HYDRANT PERMIT: The Contractor shall also secure a *Fire Hydrant Permit* for obtaining water for cleaning. Proper backflow prevention shall be in place.

BID SUBMISSION FOR TASK AREA #2:

The Contractor shall submit:

6. Schedules A, B and C
7. Firm Qualifications
8. References
9. OSHA Confined Space Permit
10. Waste Disposal Guidelines Signature Sheet

1) Underground Facilities – General Description

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

1.A Underground Facilities - Description of Routine Maintenance Services

*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 Maintenance Inspection Form. Tasks will vary depending on time of year, facility age and design, stormwater and human impacts.*

NOTES:

- 1) All sediment, liquid waste, trash and 'floatables' shall be taken to the landfill. The disposal ticket must be submitted with the Report.
- 2) The Contractor shall be responsible for verifying manufacturer's maintenance and repair guidelines for each facility (Refer to Appendices).
- 3) "EA" below refers to each facility, regardless of size of the facility or the number of cartridges or filters.
- 4) If vault entry is required, such as for washing down the interior, OSHA rules for confined space entry must be followed.
- 5) All Line Item prices shall include Vector truck mobilization AND the cost for haul and disposal.

A. UNDERGROUND 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.

CONTECH StormFilter - Routine

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

CONTECH StormFilter - As-Needed

Line Item U101-04 - StormFilter Cartridge Replacement - Refurbished 18" ZPG (EA)

Line Item U101-05 - StormFilter Cartridge Replacement - Refurbished 27" ZPG (EA)

Description: 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.

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

Execution: 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 Ultra-Urban Filter should be replaced every three years.

- 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 photo-document 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 (~150 lbs each) and set aside
- i. 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. (See Appendix).
- 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.
- l. 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

*Notes:

- 1. Refurbished cartridges are available from CONTECH on an exchange basis.
- 2. At the County's discretion, the Contractor may be directed to only 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.

CONTECH CatchBasin StormFilter - Routine

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

CONTECH CatchBasin StormFilter - As-Needed

Line Item U101-04 - StormFilter Cartridge Replacement - Refurbished 18" ZPG (EA)

Line Item U101-05 - StormFilter Cartridge Replacement - Refurbished 27" ZPG (EA)

Description: 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.

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 Ultra-Urban Filter should be replaced every three years.

- 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) counter-clockwise 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
- i. 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 U101-06 - Ultra-Urban Filter - #CO 1414H Smart Sponge Replacement (EA)

Line Item U101-07 - Ultra-Urban Filter - #CO 1414N Smart Sponge Replacement (EA)

Line Item U101-08 - Ultra-Urban Filter - #DI 1420H Smart Sponge Replacement (EA)

Line Item U101-09 - Ultra-Urban Filter - #DI 1420N Smart Sponge Replacement (EA)

Description: 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 hydrocarbons are absorbed 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 and maintenance guidelines during dry weather when no flow is entering the system. 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.

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)

Description: 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 floatable 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 particular 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 Original Equipment Manufacturer (OEM).

The Contractor shall note if there is a distinct odor created by decomposition of material which should be removed. Additionally, if stagnant flow conditions exceed a week, there may be potential for vector infestation (parasites or organisms which transmit disease). Properly functioning seals, plugs and netting should seal out potential vectors. In the case of mosquito infestation, Solid B.t.io. Larvicide or a Solid Methoprene Larvicide are suitable.

CONTECH Vortechs

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

Description: 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.

Execution: 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 dry-weather 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

*Note: Entry into a Vortechs system is generally not required as cleaning can be done from the ground surface. However, if manned entry into a system is necessary the entire system should be evacuated of water prior to entry regardless of the system size. If anyone physically enters a unit, Confined Space Entry procedures must be followed.

Rinker Stormceptor

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

Description: 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 exit riser 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 dry weather 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
- l. 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.

** No entry into the unit is required for routine maintenance. If vault entry is required, OSHA rules for confined space entry must be followed.*

C. DETENTION VAULTS

Description: 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.

** If vault entry is required, OSHA rules for confined space entry must be followed.*

Detention Vault (Standard)

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

Execution: 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 dead animals or vegetation generating odors
- l. 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

D. CISTERNS

Description and Execution: Water cisterns or tanks shall be maintained per manufacturer's guidelines. All cisterns and tanks are considered and regulated as confined space so entry is permitted for maintenance ONLY by properly trained and properly equipped with the air testing, ventilation and rescue equipment.

- Inspect the foundation to ensure it is stable and level
- Inspect the tank condition to make sure it not collapsing
- Inspect the tank to make sure there is not sediment or organic matter accumulation
- Inspect all gutter and pipe connections
- Remove any vegetation, leaves or debris in the gutters, downspouts, pre-screening device, or first flush diverter
- Inspect that the overflow device is working properly
- Inspect the pump (if applicable) to ensure that it is working properly
- Inspect the backflow device (if applicable) to ensure that it is working properly
- Wash out and disinfected the cistern by shock chlorinated (once annually)
- If the cistern is connected to a secondary practice the pipes and pumps shall be inspected

Note: No waste, including chlorinated water, can be released to the storm drain or sanitary sewer however must be disposed of at a landfill per Arlington County Guidelines.

Line Item U104-01 - Cistern - Routine Inspection & Maintenance (EA)

Execution: The Contractor shall inspect and maintain the cistern according to manufacturer's recommendations to include emptying the cistern, washing down the interior,

* If vault entry is required, OSHA rules for confined space entry must be followed.

2) Underground Facilities – As-Needed Services

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.

- Line Item U105-01 - As-Needed Mobilization of Vactor Truck with Operator (HR)**
- Line Item U105-02 - As-Needed 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 (per 10 LF)**
- Line Item U105-05 - Pump (Gasoline Operated, 3" discharge) with Operator (LS)**

3) Maintenance Training

One-time compensation for attending **required** training session by the County for the Foreman, Crew Chief and dedicated Crew/Laborers (up to 2). The training session for this Task Area will be a one day a combination of classroom and hands-on learning. In-field maintenance training will be done on actual facilities in the County's portfolio.

TASK AREA	TRAINING #1	TRAINING #2	ANNUAL TRAINING HOURS (EA EMPLOYEE)
#2 Underground Facilities	4 hours In-House 4 hours Field	N/A	8 hours

- Line Item U105-01 - Maintenance Training - Foreman (HR)**
- Line Item U105-02 - Maintenance Training - Crew Chief (HR)**
- Line Item U105-03 - Maintenance Training - Laborers (up to 2) (HR)**

The Owner and additional employees of the Contractor may attend the training at the Contractor's cost.

Due to the County's training investment changes to the crew leadership shall be approved by the County Project Manager or Contract Administrator. The Contractor must submit changes to crew leadership, including qualifications, to the DES Project Manager at least seven (7) business days before commencing work.

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

INSP - Inspector (HR and O/E)
CF - Crew Foreman (HR and O/E)
LAB - Laborer (HR and O/E)
FLAG - VDOT Certified Flagger (HR and O/E)

III. TASK AREA #3: GREEN ROOFS (G)

DEFINED AS INSPECTION, MAINTENANCE, REPLACEMENT, RETROFIT AND REPAIR SERVICES FOR COUNTY-OWNED GREEN (VEGETATED) ROOFS.

GREEN ROOFS	
TYPE	QUANTITY
Green Roofs	3
TOTAL	3

8/27/15

SUMMARY: The Contractor shall provide Inspection, Maintenance and Reporting Services necessary to maintain optimum functionality of County-owned stormwater management facilities, as well as meeting more stringent requirements for Arlington County's MS4 permit and DEQ reporting. All Green Roof facilities should be inspected and maintained based on the "**Schedule A: Maintenance Schedule by Location - Task Area #3 - Green Roofs**". Services include but are not limited to landscape maintenance, repair, replacement, retrofit and reconstruction of green roofs.

1) **Annual Inspection, Maintenance and Reporting Protocol:**

- The Annual Inspection of Green Roofs shall be conducted in early spring (Refer to Schedule A);
- Inspections shall be conducted by a DEQ Certified Inspector who submits the Annual Report within 45 days of the Inspection and no later than **April 30th** of that year;
- Inspections may be conducted independently of Maintenance, however Maintenance must be completed within thirty (30) days of the Inspection.

2) **Routine Inspection, Maintenance and Reporting Protocol:**

- Routine Inspection and Maintenance shall be conducted simultaneously per Schedule A;
- Inspection/Maintenance Reports are due within two weeks of work completion.

The Contractor shall note that if additional work is required which falls outside of the scope of 'Routine' tasks specified below, that s/he shall submit a detailed list of *As-Needed* tasks from Schedule B to the PM for approval.

PAYMENT:

The Contractor will provide all necessary management, administrative support, supervision, personnel, labor, tools, materials, and equipment, cleaning, debris containment, disposal haul and dumping fees and incidentals needed to complete the work.

This is the means of payment, and is intended to be the price inclusive of all Contractor costs. Hourly/overtime rates apply only at the County's discretion and direction for *As-Needed* Services (Schedule B), emergency repairs, and as a basis for calculating labor services for non-prepriced items.

QUALIFICATIONS: The Contractor will ensure the quality of work by employing qualified, experience personnel, trained in maintenance of Green Roofs. See *Qualifications and Requirements in the Scope of Services, Section 1-4* for additional information. The Contractor shall have in their possession prior to commencement of any work necessary equipment and personnel to perform the cleaning operations under this Contract. Also refer to the *Appendix* for additional information on OSHA Policy.

ROOF SAFETY: Personal Fall Arrest System or Safety Net - Green roof maintenance safety is under the purview of *OSHA's General Industry Standards*. OSHA requires employers to comply with safety and health standards in order to "provide workers with a workplace free from recognized hazards likely to cause death or serious physical harm." In the event that there is not a standard railing bordering the green roof OSHA requires that employees **must** be protected by a fall protection device such as a **Personal Fall Arrest System** or a Safety Net. The Contractor shall follow all applicable Federal, State, and local safety requirements and regulations. (See Attachments).

REPORTING: The Contractor shall follow guidelines detailed in the *Scope of Services, Section 9, Contractor Reporting*. The Contractor shall also be mindful of photo-documenting problems seen during the Inspection to include excessive weeds, separation of waterproof roof membrane from protrusions through roof, ponding or holding of water, etc.

REPORTING DAMAGE: The Contractor shall report any defects or damage to the waterproofing membrane, drains, or other major roof components to the County Project Manager as they may be under the original roof contract or warranty. It may be necessary to consult an expert to conduct a flood test, leak detection test, electric field vector mapping, infrared thermal imaging, etc. Any defects will need to be reported to the installation Contractor.

CARE DURING WORK: Care must be used in performing all work. The cost of repairing or replacing any structure or structural components damaged during the course of inspection and maintenance will be the responsibility of the Contractor. The Contractor is responsible for repairing damaged areas to like and kind condition and must be restored to the satisfaction of the Contract Administrator.

MAINTENANCE OF TRAFFIC AND PUBLIC SAFETY: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of pedestrians and vehicles in the area affected by the work. The Contractor shall take precautionary measures and set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic of openings when necessary. The Contractor shall 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. All traffic control or safety measures required to perform the maintenance of these facilities is considered incidental to work performed. The Contractor shall provide at least one employee at each site where traffic control is required, to provide traffic control and that employee must be a VDOT certified flaggers trained on *Basic Work Zone Traffic Control*.

WASTE DISPOSAL: Arlington County has instituted new guidelines to manage the waste extracted from stormwater management facilities. All sediment and 'spent' filter media shall be bagged up tightly and taken to a landfill. All floatables (plastics), trash and debris shall also be taken to a landfill. Most landscape waste (sticks, mulch, leaves) may be recycled unless they are covered with soot or hydrocarbons. Some landscape debris such as fresh clippings and leaves may be recycled, however as a general guideline, any debris which has made contact with the soil or has a visible coating should be disposed of at a landfill.

At no time shall any liquid waste be flushed into a stormwater facility or a stormdrain, and all field decanting is against County Code.

*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.

***NOTE:**

- **Routine Line Item (Schedule A) prices shall include mobilization AND the cost for haul and disposal of 1 CY of waste for each visit to each green roof.**

FACILITY DESIGN VERIFICATION: It is the responsibility of the Contractor to refer to Construction Documents (or As-Built documents) to ensure that they comprehend the maintenance requirements for each facility.

MONTHLY MEETINGS AND SCHEDULE: The Contractor shall meet with the Project Manager(s) on a monthly basis (e.g., from 10:00am - 11:00am on the first Tuesday of the month) for the purpose of scheduling, fielding questions and monitoring performance. During this meeting the Contractor shall provide a copy of the Monthly Schedule. Most meetings will be held in the office (2100 Clarendon Blvd) however some may be held in the field. On occasion the meeting may include in-field training (arranged by the County PM and coordinated with the Contractor).

The Contractor shall notify the Project Manager *in writing* of shifts to the Monthly Schedule which exceed three days.

RESTRICTED ACCESS: For sites with restricted access, the Monthly Schedule will serve as notification. If there are any shifts to the schedule which require entry assistance the Contractor shall notify the appropriate party 12 hours prior by phone and also in writing (copying the Project Manager).

PERFORMANCE MONITORING: The Project Manager will conduct random site inspections to verify work performance and will complete a "Contractor Performance Report" on a monthly basis. 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 so they are clear on expectations and deficiencies. The Report will be signed by the Contractor.

REPORTING: The Contractor shall follow guidelines detailed in the *Scope of Services, Section 9, Contractor Reporting*. The Contractor shall also be mindful of photo-documenting conditions and problems seen during the Inspection such as excessive weeds, % of plant cover, erosion, etc.

The Contractor shall submit the Report which includes date, location (with facility ID number), crew start and finish time; names of Foreman, Crew Chief and crew members. The Contractor shall note unusual issues (excessive sediment, dead plants, etc.) and shall photograph them (in place and/or removed). The Contractor shall photo-document maintenance work - before and after. All photographs shall be date stamped, labeled, and in .jpg format. The Contractor shall submit the Report, invoices, photographs and paperwork, including landfill disposal manifests.

BID SUBMISSION FOR TASK AREA #3:

The Contractor shall submit:

1. Schedules A, B and C
2. Firm Qualifications
3. References
4. OSHA Fall Protection Devices documentation
5. Waste Disposal Guidelines Signature Sheet

1) Green Roofs – General Description

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

2) Green Roofs - Description of Routine Maintenance Services

Line Item G100-01 - Green Roof - Routine Inspection & Maintenance (EA)

*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 Maintenance Inspection Form. Tasks will vary depending on time of visit, growing season, facility age, facility design, stormwater and human impacts. Weeding will occur at every visit.*

These are the essential items which should be checked during each Inspection and Maintenance visit listed on **Schedule A**. Every task below shall be verified on the Maintenance Inspection Form. With increased maintenance frequency the tasks should take less time however all of these tasks shall occur at every visit to some degree.

Assess Plant Condition and Coverage (%)

Description and Execution: Assess the overall plant condition, photo-documenting dead plant material. Estimate the percentage of vegetation coverage. Anything less than 90% vegetative coverage shall be noted and a planting day shall be scheduled (pre-approved Add-On Services).

During each maintenance visit, the Contractor shall review the design of the facility in the Construction Drawings and perform the following tasks, as needed:

- Inspect membrane flashing points and roof structural elements (refer to Construction Documents)
- Inspect joints where the roof is penetrated (vents, ducts, abutting vertical walls, roof vent pipes, outlets, air conditioning units, drains and expansion joints, etc.) as they should be free of roots, leaves, rocks and debris
- Inspect the 'vegetation free zone' around the perimeter and drainage locations to ensure that the rocks, stone or gravel areas are free from weeds and vegetation
- Inspect the roof outlets, drains, interior gutters and emergency overflows to ensure that there are no drainage back-ups and that they are free from vegetation and foreign objects
- Inspect the underdrain system (if applicable) to make sure they are free from clogging
- Inspect emitter and spray heads of irrigation system (if applicable)
- Inspect plant material to ensure that there is adequate surface coverage (90% minimum coverage)
- Perform weed removal (typical weeds that might emerge and grow in 4-5 weeks and are normal expected weed pressures for average area gardens). Remove all turf grass and noxious weeds.
- Cut back unsightly senesced perennials
- Remove dead plants and thatched areas from live plants. All removed dead material must be photo documented and reported to the County for proper replacement. Location, species and condition of material must be logged

Most debris/waste generated from a green roof may be recycled at a waste yard.

3) Green Roofs – As-Needed Services

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.

Plant Replacement

Line Item G100-02 - Furnish, Deliver and Install - Deep Plugs (per flat - EA)

Line Item G100-03 - Furnish, Deliver and Install - Perennial 1 Quart (EA)

Line Item G100-04 - Furnish, Deliver and Install - Perennial 1 Gallon (EA)

Line Item G100-05 - Furnish, Deliver and Install - Modular Unit (EA)

Description, Material and Execution: If the green roof has less than 90% vegetative coverage the Contractor shall replace vegetation with exact replacement according to the planting plan unless otherwise directed by a County Project Manager. The Contractor shall purchase and install plant material per the approved planting plan.

4) Maintenance Training

One-time compensation for attending **required** training session by the County for the Foreman, Crew Chief and dedicated Crew/Laborers (up to 2). The training session for this Task Area will be a one day a combination of classroom and hands-on learning. In-field maintenance training will be done on actual facilities in the County's portfolio.

TASK AREA	TRAINING #1	TRAINING #2	ANNUAL TRAINING HOURS (EA EMPLOYEE)
#3 Green Roofs	4 hours In-House 4 hours Field	N/A	8 hours

Line Item G101-01 - Maintenance Training - Landscape Foreman (HR)

Line Item G101-02 - Maintenance Training - Crew Chief (HR)

Line Item G101-03 - Maintenance Training - Laborers (up to 2) (HR)

The Owner and additional employees of the Contractor may attend the training at the Contractor's cost.

Due to the County's training investment changes to the crew leadership shall be approved by the County Project Manager or Contract Administrator. The Contractor must submit changes to crew leadership, including qualifications, to the DES Project Manager at least seven (7) business days before commencing work.

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

INSP - Inspector (HR and O/E)

CF - Crew Foreman (HR and O/E)

CC - Crew Chief (HR and O/E)

LAB - Laborer (HR and O/E)

IV. TASK AREA #4: PERMEABLE PAVEMENT (P)

DEFINED IN THIS ITB AS THE INSPECTION, MAINTENANCE, REPLACEMENT, RETROFIT AND REPAIR SERVICES FOR COUNTY-OWNED PERMEABLE PAVEMENT, INCLUDING PERVIOUS CONCRETE, PERVIOUS ASPHALT, PERMEABLE PAVERS, PAVEDRAIN, ETC.

PERMEABLE PAVEMENT	
TYPE	QUANTITY
Permeable Pavers	2
Open Block Permeable Pavers	1
Pave-Drain Permeable Pavers	1
Flex-Pave	1
Pervious Concrete	<u>2</u>
TOTAL	<u>7</u>

9/28/15

SUMMARY: The Contractor shall provide Inspection, Maintenance and Reporting Services necessary to maintain optimum functionality of County-owned stormwater management facilities, as well as meeting more stringent requirements for Arlington County's MS4 permit and DEQ reporting. All permeable pavement should be inspected and maintained based on the "**Schedule A: Maintenance Schedule by Location - Task Area #4 - Permeable Pavement**". Services include but are not limited to maintenance, repair, retrofit, replacement and reconstruction. The Contractor shall be familiar with maintenance of various permeable pavement types, as the different pavement types have varying maintenance protocols.

Accumulated waste shall be disposed of per County's Guidelines and a manifest (ticket) shall accompany the Contractor's invoice and/or Report.

1) Annual Inspection, Maintenance and Reporting Protocol:

- The Annual Inspection of permeable pavement shall be conducted per Schedule A;
- Inspections shall be conducted by a DEQ Certified Inspector who submits the Annual Report within 45 days of the Inspection and no later than **April 30th** of that year;
- Inspections may be conducted independently of Maintenance, however Maintenance must be completed within thirty (30) days of the Inspection.

2) Routine Inspection, Maintenance and Reporting Protocol:

- Routine Inspection and Maintenance shall be conducted simultaneously per Schedule A;
- Inspection/Maintenance Reports are due within two weeks of work completion.

The Contractor shall note that if additional work is required which falls outside of the scope of 'Routine' tasks specified below, that s/he shall submit a detailed list of As-Needed tasks from Schedule B to the PM for approval.

PAYMENT: The Contractor will provide all necessary management, administrative support, supervision, personnel, labor, materials, equipment, tools, and unless otherwise specified to inspect and clean permeable pavement. Payment will be full compensation for mobilization, cleaning, debris containment, disposal haul and dumping fees and incidentals needed to complete the work. Unless otherwise specified, payment will be at a fixed price unit cost per facility, regardless of size of the facility.

This is the means of payment, and is intended to be the price inclusive of all ITB No. 543-15

Contractor costs. Hourly/overtime rates apply only at the County's discretion and direction for As-Needed Services (Schedule B), emergency repairs, and as a basis for calculating labor services for non-prepriced items.

QUALIFICATIONS: The Contractor will ensure the quality of work by employing qualified, experience personnel, trained in pavement maintenance. See Qualifications and Requirements in the *Scope of Services, Section 4* for a thorough explanation of requirements. The Contractor shall have in their possession prior to commencement of any work necessary equipment and personnel to perform the cleaning operations under this Contract.

MAINTENANCE OF TRAFFIC AND PUBLIC SAFETY: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of pedestrians and vehicles in the area affected by the work. The Contractor shall take precautionary measures and set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic of openings when necessary. The Contractor shall 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. All traffic control or safety measures required to perform the maintenance of these facilities is considered incidental to work performed. The Contractor shall provide at least one employee at each site where traffic control is required, to provide traffic control and that employee must be a VDOT certified flaggers trained on *Basic Work Zone Traffic Control*.

CARE DURING WORK: Care must be used in performing all work. The cost of repairing or replacing any structure or structural components damaged during the course of inspection and maintenance will be the responsibility of the Contractor. The Contractor is responsible for repairing damaged areas to like and kind condition and must be restored to the satisfaction of the Contract Administrator.

DISPOSAL: Arlington County has instituted new guidelines to manage the waste extracted from stormwater management facilities. All sediment and shall be vacuumed or bagged up tightly and taken to a landfill. All solid waste and 'floatables' (plastics), trash and debris shall also be taken to a landfill and shall not be recycled due to contact with hydrocarbons.

At no time shall any liquid waste be flushed into a stormwater facility or a stormdrain, and all field decanting is against County Code. The waste product including captured liquid waste shall be taken to a landfill.

*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.

***NOTES:**

- **Routine Line Item** (Schedule A) prices shall include mobilization AND the cost for haul and disposal of 1 CY of waste for each visit to each facility.
- **As-Needed Line Item** (Also Schedule A) prices will provide for quantities which exceed the average in the case of large storm or natural events.

FACILITY DESIGN VERIFICATION: It is the responsibility of the Contractor to refer to Construction Documents (or As-Built documents) to ensure that they comprehend the maintenance requirements for each facility.

EQUIPMENT FOR CLEANING PERMEABLE SURFACES: The Contractor shall use a Regenerative Air Sweeper (i.e., Tymco Model 210, Schwarze 348, Victory, Elgin Whirlwind,

Allianz Model 650) for maintenance of permeable pavement. A Regenerative Air Sweeper contains a blower system that generates a high velocity air column forcing air against the pavement at an angle, creating a 'peeling' or 'knifing' effect. The high volume air blast loosens debris from the pavement surface and transports it across the width of the sweeping head and lifts it into the containment hopper via a suction tube. These sweepers collect larger, heavier debris, including bricks or chunks of concrete, and their "closed loop" system does not exhaust dirty air and particulates back into the environment to settle on the surface again. Dirt and debris is not pushed into surface cracks like regular street sweepers.

**Simple broom sweepers are not suitable for porous pavement maintenance.*

For smaller installations, such as sidewalks or plazas, a Contractor may use a "walk behind" vacuum unit (i.e., Billy Goat models, Tennant's 5700 industrial-strength Scrubber, Nilfisk, Advance or Hako sidewalk class vacuum sweepers.) Note that if a Scrubber is used that the pressure must be set at a low setting.

When using a power washer on permeable surfaces to remove stains, it is essential that the Fan Nozzle be used as if the psi adjustment is too intense it could damage the pavement. A Cone Nozzle should never be used as the concentrated pressure can cause pervious concrete to ravel or break apart.

NOTES:

- * Contractor shall be very careful to protect pavement edges where damage to pavement is most susceptible.
- * Contractor shall never seal-coat or repave with impervious materials.
- * Contractor shall not apply abrasives such as sand or cinders on or adjacent to permeable pavement.
- * Contractor shall never use a pressure washer with a Power Head Cone Nozzle as it may drive sediment or debris further into the underlying aggregate and cause permanent clogging.
- * Contractor shall never stage soil, mulch or materials on unprotected pavement surface.

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 shall be required. Additionally, the said 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.

MONTHLY MEETINGS AND SCHEDULE: The Contractor shall meet with the Project Manager(s) on a monthly basis (e.g., from 10:00am - 11:00am on the first Tuesday of the month) for the purpose of scheduling, fielding questions and monitoring performance. During this meeting the Contractor shall provide a copy of the Monthly Schedule. Most meetings will be held in the office (2100 Clarendon Blvd) however some may be held in the field. On occasion the meeting may include in-field training (arranged by the County PM and coordinated with the Contractor).

The Contractor shall notify the Project Manager *in writing* of shifts to the Monthly Schedule which exceed three days.

PERFORMANCE MONITORING: The Project Manager will conduct random site inspections to verify work performance and will complete a "Contractor Performance Report" on a monthly basis. 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 so they are clear on expectations and deficiencies. The Report will be signed by the Contractor.

REPORTING: The Contractor shall follow guidelines detailed in the *Scope of Services, Section 9, Contractor Reporting*. The Contractor shall also be mindful of photo-documenting conditions and problems seen during the Inspection such as excessive sediment loads to paving, weeds, etc.

The Contractor shall submit the Report which includes date, location (with facility ID number), crew start and finish time; names of Foreman, Crew Chief and crew members. The Contractor shall note unusual issues (excessive sediment from on or off site, etc.) and shall photograph them (in place and/or removed). The Contractor shall photo-document maintenance work - before and after. All photographs shall be date stamped, labeled, and in .jpg format. The Contractor shall submit the Report, invoices, photographs and paperwork, including landfill disposal manifests.

REPORTING ISSUES OUTSIDE OF CONTRACT SCOPE

During each visit, the Contractor, to the best of its ability, must observe 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 permeable pavement. This includes unstable landscaping or bare soil upland of the pavement which is dumping soil on the pavement; Ponding water is observed during rain; Excessive oil or grease from cars, trucks or trash receptacles which is clogging the open pores of the pavement; Off-site conditions impacting the pavement, etc. It is essential that the Contractor note any field problems to the County via phone or email to the County's Representative within 48 hours of the visit. The Contractor shall also identify any encountered problems in its field log.

DAMAGE CLAIMS: The Contractor shall continuously maintain protection of all its work from damage and shall protect the County's property from damage or loss arising in connection with this Contract. The Contractor shall make good any such damage, or loss, except such as may be caused by agents or employees of the County.

The Contractor shall be responsible for resolution of any and all damage claims resulting from operations provided under this Contract. Claims made to Arlington County as a result of operations provided under this Contract will be referred to the Contractor for resolution. Failure to properly respond to and resolve damage claims will constitute unsatisfactory performance and may result in cancellation of the Contract.

FIRE HYDRANT PERMIT: The Contractor shall also secure a *Fire Hydrant Permit* for obtaining water for cleaning. Proper backflow prevention shall be in place.

BID SUBMISSION FOR TASK AREA #4:

The Contractor shall submit:

6. Schedules A, B and C
7. Firm Qualifications
8. References
9. Waste Disposal Guidelines Signature Sheet

1) Permeable Pavement - General Description

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

All permeable surfaces and facilities in this ITB should be inspected and maintained according to the "Schedule A: Maintenance Schedule by Location - Task Area #4 - Permeable Pavement".

The most important maintenance task associated with permeable surfaces is sweeping. Regularly scheduled sweeping at a rate of 2-4 times per year is recommended for most permeable surfaces. The type of equipment and maintenance needed is not the same for the different types of paving, mostly due to the material which fills the voids (sand, aggregate, etc.). An understanding of the construction of the pavement types is crucial to their care.

Types of Surfaces may include pervious concrete and permeable pavers (Open Block, PICP, PaveDrain).

Recommended Street Sweeping for Pavement Types:

PAVEMENT TYPE	PREVENTATIVE SWEEPER
Pervious Concrete	Regenerative Air
Pavers filled with Aggregate	Regenerative Air

NOTES:

- 6) All sediment, liquid waste, trash and 'floatables' shall be taken to the landfill. The disposal ticket must be submitted with the Report.
- 7) All Line Item prices shall include truck mobilization AND the cost for haul and disposal of 1 CY.

2) Permeable Pavement - Description of Routine Maintenance Services

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

*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 Maintenance Inspection Form. Tasks will vary depending on time of year, facility age and design, stormwater and human impacts.*

Line Item P100-01 - Permeable Pavement - Routine Inspection & Maintenance (SF)

This Line Item is for the mobilization of the truck, operator and labor costs, removal of sediment and debris, and haul and disposal of waste (up to 1 CY).

Description: Permeable paved surfaces (pervious concrete, permeable pavers, etc.) allow rainwater to infiltrate through the voids of the pavement and into the storage stone layer beneath with the goal of infiltrating into the soil below. Maintenance involves vacuuming the pavement, with or without simultaneous washing, to lift material out and restore the open, permeable pores of the pavement. Washing or sweeping without simultaneous vacuuming drives sediment farther down into the pores.

Materials and Execution: The common inspection and maintenance tasks for permeable surfaces are: 1) verify that clogging has not occurred, 2) preventative sweeping/vacuums, 3) weeding, and 4) stain removal. During the assigned visit, the following tasks shall be performed as needed:

- Hand pull weeds from between pavers being careful to pull up all roots (do not spray with Roundup)
- Wash and vacuum/sweep paving to keep the surface free of sediment

- Wash and vacuum/sweep paving trash and debris from the paving and within 20 feet of the pavement or any contributing conveyance path
- Inspect the surface for deterioration, spalling or raveling (breaking off in fragments)
- Inspect to make sure that the paving is dewatering between storms
- Inspect to make sure that upland and adjacent landscaped areas are not bare and washing soil onto the pavement
- Inspect to make sure grease or other toxins are not being washed onto the paved area during rain events

Line Item P100-02 - Permeable Pavement - Minor Aggregate Replenishment 3/8" (for an and average of 2" New Aggregate) (TN)

This Line Item is an Annual quantity for the purchase and installation of new aggregate (based on square footage of permeable paved facilities) which is estimated at 1 Ton annually. If there is a need which exceeds 1 Ton over the course of the year the contractor should use As-Needed Services for Major Aggregate Replenishment.

Description, Material and Execution: This Line Item shall be used to replenish the aggregate to fill paver voids which may be swept up from between segmented permeable pavement. VDOT #8 even graded stone (ASTM Std D448). *If additional aggregate is needed which exceeds the annual 2" estimate the Contractor shall use Line Item P100-03 under **Schedule B: As-Needed Services**.*

3) Permeable Pavement – As-Needed Services

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.

Line Item P100-03 - Permeable Pavement - Major Aggregate Replenishment 3/8" (TN)

Description and Execution: This Line Item shall be used to replenish the aggregate which may be swept up from between segmented permeable pavement.

Line Item P100-04 - As-Needed Mobilization of Sweeper with Operator (LS)

Description, Material & Execution: In the case of an unforeseen event, emergency, oil spill, etc. the County may request support. This is solely at the County's discretion and must be approved by the Contract Administrator prior to the commencement of work. Costs include mobilization and operator costs.

Line Item P100-05 - Sediment Removal and Disposal (CY)

Description, Material & Execution: This Line Item shall be used if after inspection the Contractor determines that the extracted material **exceeds the standard 1 CY** of waste (in Routine Services). This is solely at the County's discretion and must be approved by the Contract Administrator prior to the commencement of work. This Line Item does not include mobilization and operator costs.

Line Item P100-06 - Permeable Paver Replacement - Provide, Deliver and Install (SF)

Description & Material & Execution: If the permeable pavement becomes clogged or damaged (potholes or declivity) and original permeability cannot be restored after vacuuming or power washing, the pavement should be removed and replaced

with exact replacement. The Contractor shall repair the surface with exact replacement unless otherwise directed by a County project manager.

Line Item P100-07 - Pervious Concrete Replacement - Coordination OR Provide, Deliver and Install (CF)

Description, Material & Execution: If the permeable pavement becomes clogged or damaged (potholes or declivity) and original permeability cannot be restored after vacuuming or power washing, the pavement should be removed and replaced with exact replacement. The Contractor shall notify the Project Manager so that the pavement can be repaired with exact replacement by an approved and qualified Contractor with an "Installer" or "Craftsman" level certificate from NRMCA [See Qualifications, Arlington County requirements and ACI 522.1-13 (American Concrete Institute ACI 522.1, "Specification for Pervious Concrete Pavement")]

Note: If the bidding Contractor possesses NRMCA Installer and/or Craftsman certification they may bid on the resurfacing. Proof of certification shall be submitted with the As-Needed Services proposal.

4) Maintenance Training

One-time compensation for attending **required** training session by the County for the Foreman, Crew Chief and dedicated Crew/Laborers (up to 2). The training session for this Task Area will be a one day a combination of classroom and hands-on learning. In-field maintenance training will be done on actual facilities in the County's portfolio.

TASK AREA	TRAINING #1	TRAINING #2	ANNUAL TRAINING HOURS (EA EMPLOYEE)
#4 Permeable Pavement	4 hours In-House 4 hours Field	N/A	8 hours

Line Item P101-01 - Maintenance Training - Foreman (HR)

Line Item P101-02 - Maintenance Training - Crew Chief (HR)

Line Item P101-03 - Maintenance Training - Laborers (up to 2) (HR)

The Owner and additional employees of the Contractor may attend the training at the Contractor's cost.

Due to the County's training investment changes to the crew leadership shall be approved by the County Project Manager or Contract Administrator. The Contractor must submit changes to crew leadership, including qualifications, to the DES Project Manager at least seven (7) business days before commencing work.

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

- INSP - Inspector (HR and O/E)**
- CF - Crew Foreman (HR and O/E)**
- CC - Crew Chief (HR and O/E)**
- OP - Operator (HR and O/E)**
- LAB - Laborer (HR and O/E)**
- FLAG - VDOT Certified Flagger (HR and O/E)**

IV. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 543-15.

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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "Work" or "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide inspection and maintenance services on County-Owned Stormwater Management Facilities throughout Arlington County.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The Work shall commence on the date of execution by the County, and the Work shall be completed no later than two (two) years from the date of execution by the County ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three(3) additional twelve (12) month periods(Each such period shall be referred to as a "Subsequent Contract Term").

4. CONTRACT PRICING

The Contract unit price(s) shall remain firm until December 31, 2017 ("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 sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending on the January of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PROJECT STAFF

The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

7. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

8. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Office, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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 as those contained herein with respect to each lower-tier subcontractor.

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

10. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, 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 Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best

interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. WARRANTY

All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer 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 in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Warranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

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

Inspection and acceptance of materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.

15. DAMAGE TO PROPERTY

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

16. CLEANING UP

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

17. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste") and legal disposal said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement, the County will contract with a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor may be deducted from any payment due to the Contractor.

18. OSHA REQUIREMENTS

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

19. HAZARDOUS MATERIALS

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

20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by

applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

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

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

21. SAFETY

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

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

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

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

22. 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.

23. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. 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) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e) The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

24. Employment Of unauthorized aliens Prohibited

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall 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.

25. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of 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 over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

26. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such

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

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

The Contract shall remain in force for the Initial Contract Term or Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay

damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

28. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

29. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, 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 work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

30. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

31. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

32. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or

"Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

33. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

34. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia 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 offer was made without collusion or fraud and 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.

35. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

36. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots,

rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

37. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

38. RELATION TO THE COUNTY

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

39. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the services purchased or acquired by the County under this Contract.

40. REPORT STANDARDS

** The Contractor shall refer to DES OSEM Reporting Protocols.*

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;

- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

41. ASSIGNMENT

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

42. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

43. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

44. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

45. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

46. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

47. NONEXCLUSIVITY OF REMEDIES

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

48. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.,

49. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

50. 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.

51. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

52. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

53. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

54. NOTICES

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

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

AND

Michael Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

55. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

56. SERVICE CONTRACT WAGE REQUIREMENTS

a) LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County's world-wide web site at the time of Contract execution. Effective July 1 of each year of the Contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County's world-wide web site.

b) COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor's failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c) ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor shall:

- Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Exhibit H);
- Provide, within five (5) days of an employee's request, a written statement of the then current required wage rate (using the same form provided in item 1) above;
- Include the provisions of this clause in all subcontracts for work performed under this Contract; and
- Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Exhibit I.) Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d) **CONTRACTOR RECORD KEEPING**

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e) **VIOLATIONS**

Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

57. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (service contract wage provisions, herein referred to as "Living Wage" provisions) are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during any twelve-month period equals \$100,000, the Contract shall be subject to such Living Wage provisions and the Contractor shall immediately bring their performance into compliance with those provisions, and shall contact the County Purchasing Agent to obtain specific documents required for proper compliance.

For any contract affected as described above, the County reserves the right at the Subsequent Contract Term, if applicable, to offer an option to the Contractor to modify the Contract Amount to reflect the additional costs associated with compliance with the Living Wage provisions. If the Contractor elects to accept such offer, they must submit the names of all employees who will be affected by the Living Wage provisions, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at the time of renewal, and the change in total direct labor costs as a result of the Living Wage changes. The Contract will not be renewed until this information is submitted for review by the Purchasing Agent. If the County elects to modify the contract to include the Living Wage provisions, the cost of any increase in wages, together with applicable labor burdens will be added to the Contract Amount, in addition to any other increase(s) permitted by the Contract.

58. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- e. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- f. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- g. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
- h. Certificate Holder - certificate Holder must be identified as: ~~as-as-~~

The County Board of Arlington County, VA
 c/o The Purchasing Agent
 2100 Clarendon Boulevard, Suite 500
 Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible,

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

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

V. BID FORMS AND ATTACHMENTS

BID FORM ATTACHMENTS LIST

BID FORM (*BELOW - 4 PAGES, INCLUDING PRICING SHEET*)

EXHIBIT A - SCHEDULE A: MAINTENANCE PRICING SCHEDULE BY LOCATION (*EXCEL DOC*)
EXHIBIT B - SCHEDULE B: UNIT PRICES FOR ~~ROUTINE AND~~ AS-NEEDED SERVICES (*EXCEL DOC*)
EXHIBIT C - SCHEDULE C: FUTURE FACILITIES MAINTENANCE PRICING (*EXCEL DOC*)
EXHIBIT D - TASK AREA #1 QUALIFICATION FORM (*PDF DOC*)
EXHIBIT D - TASK AREA #2 QUALIFICATION FORM (*PDF DOC*)
EXHIBIT D - TASK AREA #3 QUALIFICATION FORM (*PDF DOC*)
EXHIBIT D - TASK AREA #4 QUALIFICATION FORM (*PDF DOC*)

EXHIBIT E - REFERENCE FORM (FOR ALL TASK AREAS) (*PDF DOC*)

EXHIBIT F - WASTE DISPOSAL GUIDELINES & CONTRACTOR SIGNATURE SHEET (*PDF DOC*)

EXHIBIT G - RIDER CLAUSE (*PDF BELOW*)

POST-AWARD CONTRACT DOCUMENTS:

EXHIBIT H - LIVING WAGE INFORMATION FORMS (*PDF BELOW*)

EXHIBIT I - CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT (*PDF BELOW*)

EXHIBIT J - NON-DISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR) (*PDF BELOW*)

EXHIBIT K - NON-DISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL) (*PDF BELOW*)

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
AGREEMENT NO. 543-15

BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON Tuesday, October 13, 2015

FOR PROVIDING MAINTANENCE SERVICES FOR VEGETATED STORMWATER MANAGEMENT FACILITIES, UNDERGROUND STORMWATER MANAGEMENT FACILITIES, GREEN ROOFS AND PERMEABLE PAVEMENT THROUGHOUT ARLINGTON COUNTY PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

MINIMUM QUALIFICATION REQUIREMENTS - BIDDER MUST SUBMIT THESE DOCUMENTS FOR EACH TASK AREA FOR WHICH THEY ARE BIDDING:

1. SCHEDULE A (*Exhibit A*)
2. SCHEDULE B (*Exhibit B*)
3. SCHEDULE C (*Exhibit C*)
4. FIRM QUALIFICATION FORM (*Exhibit D*)
5. REFERENCE CORM (WITH ATTACHMENTS) (*Exhibit E*)
6. OSHA PERMITS (As required per Task Area)

MINIMUM QUALIFICATION REQUIREMENTS - BIDDER MUST SUBMIT THESE DOCUMENTS WITH THEIR BID:

7. WASTE DISPOSAL GUIDELINES (CONTRACTOR SIGNATURE SHEET) (*Exhibit F*)
8. RIDER CLAUSE (*Exhibit G*)
9. LIVING WAGE FORMS (*Exhibit H*)
10. CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT (*Exhibit I*)

BIDDERS MUST COMPLETE THE EXCEL DOCUMENT(S) CONTAINING SCHEDULES A, B AND C (PROVIDED WITH THE ITB BID DOCUMENTS) AND TRANSFER THE TOTALS TO THE PRICING SHEET (BELOW).

SUBMIT PRINTED COPIES SCHEDULES A, B AND C WITH YOUR BID.

FAILURE TO SUBMIT SCHEDULES A, B, C AND THE PRICING SHEET (BELOW) WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

**Bidder may bid on all Task Areas for which they are qualified.*

The Bidder shall enter prices into Schedules A, B and C which automatically calculate totals. The totals shall be transferred to the Pricing Sheet below.

PRICING SHEET

Transfer total prices from Schedules A, B and C below:

TASK #1 (VEGETATED)	SCHEDULE A GRAND TOTAL	\$
	SCHEDULE B GRAND TOTAL	\$
	LABOR RATES TOTAL	\$
TOTAL		\$

TASK #2 (UNDERGROUND)	SCHEDULE A GRAND TOTAL	\$
	SCHEDULE B GRAND TOTAL	\$
	LABOR RATES TOTAL	\$
TOTAL		\$

TASK #3 (GREEN ROOF)	SCHEDULE A GRAND TOTAL	\$
	SCHEDULE B GRAND TOTAL	\$
	LABOR RATES TOTAL	\$
TOTAL		\$

TASK #4 (PERMEABLE PAVEMENT)	SCHEDULE A GRAND TOTAL	\$
	SCHEDULE B GRAND TOTAL	\$
	LABOR RATES TOTAL	\$
TOTAL		\$

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

() No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

() Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME: _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (E.G., PROJECT MANAGER):

NAME (PRINTED): _____

TITLE: _____

E-MAIL ADDRESS: _____

TEL. NO.: _____

SUBMITTED BY: (LEGAL NAME OF ENTITY)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
			VA. CONTRACTOR LICENSE #:		
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
identification NO. issued to the firm by the SCC:					
Any bidder exempt from scc authorization requirement shall include a statement with its bid why they are not required to be so authorized					
IS YOUR FIRM or any of its principals currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision?					
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

ARLINGTON COUNTY
 AGREEMENT NO. 543-15

EXHIBIT A - SCHEDULE A: MAINTENANCE PRICING SCHEDULE BY LOCATION
(EXCEL DOC)

Example Schedule A

Maintenance ITB_TASK AREA 1_Schedules A, B, C and Bid Form Tabulation_FINAL.xls [Compatibility Mode] - Excel

FILE HOME INSERT PAGE LAYOUT FORMULAS DATA REVIEW VIEW ADD-INS ACROBAT Anne Guillette

K47 : 1001 N KENNEBEC ST

ITB 543-15 - TASK AREA #1 VEGETATED FACILITIES
 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

CONTRACTOR: PLEASE PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE

08/28/2015

SCHEDULE A - MAINTENANCE PRICING SCHEDULE BY LOCATION
 TASK AREA #1 VEGETATED FACILITIES COST BREAKDOWN BY LOCATION

#	PLAN NAME	FACILITY ID	FACILITY DESCRIPTION	SERVICE SPEC (LINE ITEM #)	SIZE (SF)	SERVICE MONTHS *	ANNUAL VISITS	UNIT PRICE (PER SITE VISIT)	ONE-YEAR CONTRACT PRICE	FACILITY ADDRESS	OWNER
1	ARL MILL COMM CTR	08-1079D	FILTERRA	V101-01	24	MAR AUG	2	\$ -	\$ -	4975 COLUMBIA PIKE	DES-FM
1	BARCROFT BASEBALL FIELD	11-1164B	BIORETENTION	V100-01	1,104	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -	4190 S FOUR MILE RUN DR	DPR
2		11-1164C	BIORETENTION	V100-01	304	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -		
1	BUTLER HOLMES PARK	10-1121	BIORETENTION	V100-01	450	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -	101 S BARTON ST	DPR
1	CENTRAL LIBRARY	89-362	POND w/CONCRETE SWALE	V102-02 (Level 2)	4,570	MAR AUG	2	\$ -	\$ -	1015 N QUINCY ST	DES-FM
1	DREWRY CTR	04-920	BIORETENTION	V100-01	1,080	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -	1800 N EDISON ST	DES-FM
1	FAIRLINGTON COMM CTR	09-1100A	BIORETENTION	V100-01	3,500	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -	3308 S STAFFORD ST	DPR
1	FIRE STATION #5	03-872A	BIORETENTION	V100-01	225	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -	1750 S HAYES ST	DES-FM
2		03-872B	FILTERRA	V101-01	24	MAR AUG	2	\$ -	\$ -		
3		03-872C	FILTERRA	V101-01	24	MAR AUG	2	\$ -	\$ -		
1	GULF BRANCH NATURE CTR	2014-4A	SW PLANTER	V100-01	235	MAR APR MAY JUN JUL AUG SEP OCT NOV	1	\$ -	\$ -	3608 N MILITARY RD	DPR
1	LEE COMM CTR	05-969	FILTERRA	V101-01	48	MAR AUG	2	\$ -	\$ -	5722 LEE HWY	DPR
1	N ALBEMARLE ST	2012-2	BIORETENTION	V100-01	578	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -	N ALBEMARLE ST @ 23rd ST N	DES-OSEM
1	PATRICK HENRY DRIVE	2011-1A	BIORETENTION	V100-01	823	MAR APR MAY JUN JUL AUG SEP OCT NOV	9	\$ -	\$ -	949 PATRICK HENRY DR	DES-OSEM

LEGEND Sch A Sch B Sch C Bid Form

READY 100%

ARLINGTON COUNTY
 AGREEMENT NO. 543-15

EXHIBIT B - SCHEDULE B: UNIT PRICES FOR ~~ROUTINE AND AS-NEEDED SERVICES~~
(EXCEL DOC)

Example Schedule B

Maintenance ITB_TASK AREA 1_Schedules A, B, C and Bid Form Tabulation_FINAL.xls [Compatibility Mode] - Excel

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NO.	ITEM	UNIT	UNIT PRICE	ANNUAL FACTOR	TOTAL PRICE
ITB 543-15 - TASK AREA #1 VEGETATED FACILITIES					
SCHEDULE B - UNIT PRICES FOR ROUTINE AND 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					
* Note: Routine tasks are highlighted green; As-Needed tasks are white *					
09/28/2015					
SCHEDULE B - UNIT PRICES FOR ROUTINE AND AS-NEEDED SERVICES					
LINE ITEM	BIORETENTION - ROUTINE SERVICES			SP	
V100-01	Bioretention - Routine Inspection & Maintenance	SF	\$ -	18,439	\$ -
V100-02	Bioretention - Stone Replenishment (Minor)	TN	\$ -	10	\$ -
V100-03	Bioretention - Routine Mulch Replenishment (Minor - 2" new)	CY	\$ -	114.05	\$ -
LINE ITEM	BIORETENTION - AS-NEEDED SERVICES			VARIES	
V100-04	Bioretention - Filter Media (Soil) Replenishment *	CY	\$ -	10	\$ -
	Bioretention - Stone Replenishment (Major)				
V100-05	Furnish, Deliver & Install - Washed River Rock 3-6"	TN	\$ -	20	\$ -
V100-06	Furnish, Deliver & Install - Washed River Rock 5-8"	TN	\$ -	20	\$ -
V100-07	Furnish, Deliver & Install - Pea Gravel	TN	\$ -	20	\$ -
V100-08	Furnish, Deliver & Install - #57 Stone	TN	\$ -	20	\$ -
V100-09	Furnish, Deliver & Install - Rip Rap Class AI (EC-1) White (4-8")	TN	\$ -	15	\$ -
V100-10	Bioretention - Geotextile Filter Fabric (Non-Woven)	SF	\$ -	300	\$ -
V100-11	Bioretention - Mulch Replenishment (Major)	CY	\$ -	50	\$ -
	Bioretention - Plant Replacement - Contractor Supplied				
V100-12	Furnish, Deliver & Install - Med/Lg Tree (2-2.5" Cal)	EA	\$ -	30	\$ -
V100-13	Furnish, Deliver & Install - Small Tree (1-1.5" Cal)	EA	\$ -	40	\$ -
V100-14	Furnish, Deliver & Install - Shrub (5 Gal)	EA	\$ -	30	\$ -
V100-15	Furnish, Deliver & Install - Shrub (3 Gal)	EA	\$ -	40	\$ -
V100-16	Furnish, Deliver & Install - Perennial (1 Gal)	EA	\$ -	2,000	\$ -
V100-17	Furnish, Deliver & Install - Perennial (1 Qt)	EA	\$ -	300	\$ -
V100-18	Furnish, Deliver & Install - Deep Plugs (flat of 32)	EA	\$ -	480	\$ -
V100-19	Furnish, Deliver & Install - Deep Plugs (flat of 50)	EA	\$ -	500	\$ -

LEGEND Sch A Sch B Sch C Bid Form

READY 100%

ARLINGTON COUNTY
 AGREEMENT NO. 543-15

EXHIBIT C - SCHEDULE C: FUTURE FACILITIES MAINTENANCE PRICING
(EXCEL DOC)

Example Schedule C

ITB 543-15 - TASK AREA #1 VEGETATED FACILITIES						
SCHEDULE C - FUTURE FACILITIES MAINTENANCE PRICING SHEET						
FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, DISPOSAL & HAUL FOR THE INSPECTION & MAINTENANCE OF COUNTY-OWNED STORMWATER MANAGEMENT FACILITIES IN ARLINGTON, VIRGINIA						
NOTE TO CONTRACTORS: DO NOT COMPLETE THIS FORM -- THE AMOUNTS BELOW (in grey) ARE AUTOMATICALLY POPULATED FROM SCHEDULE A						
08/28/2015						
SCHEDULE C - FUTURE FACILITIES MAINTENANCE PRICING SHEET (COSTS FROM SCHEDULE A)						
#	PLAN NAME	FACILITY ID	FACILITY DESCRIPTION	UNIT	UNIT PRICE (PER SITE VISIT)	AVG COST (PER UNIT PER SITE VISIT)
TASK AREA #1 VEGETATED FACILITIES - BIORETENTION				SF		
1	BARCROFT BASEBALL FIELD	11-1164B	BIORETENTION	1,104	\$ -	
2		11-1164C	BIORETENTION	304	\$ -	
1	BUTLER HOLMES PARK	10-1121	BIORETENTION	450	\$ -	
1	DREWRY CTR	04-920	BIORETENTION	1,080	\$ -	
1	FAIRLINGTON COMM CTR	09-1100A	BIORETENTION	3,500	\$ -	
1	FIRE STATION #5	03-872A	BIORETENTION	225	\$ -	
1	GULF BRANCH NATURE CTR	2014-4A	SW PLANTER	235	\$ -	
1	N ALBEMARLE ST	2012-2	BIORETENTION	578	\$ -	
1	PATRICK HENRY DRIVE	2011-1A	BIORETENTION	823	\$ -	
2		2011-1B	BIORETENTION	253	\$ -	
1	PENTAGON CITY	2014-5A	SW PLANTER	100	\$ -	
2		2014-5B	SW PLANTER	100	\$ -	
3		2014-5C	SW PLANTER	100	\$ -	
4		2014-5D	SW PLANTER	100	\$ -	
5		2014-5E	SW PLANTER	100	\$ -	
6	PENTAGON CITY	2014-5F	SW PLANTER	50	\$ -	
7		2014-5G	SW PLANTER	50	\$ -	
8		2014-5H	SW PLANTER	50	\$ -	
9		2014-5I	SW PLANTER	50	\$ -	
10		2014-5J	SW PLANTER	50	\$ -	
11	PENTAGON CITY	2014-5K	SW PLANTER	50	\$ -	
12		2014-5L	BIORETENTION	1,548	\$ -	
13		2014-5M	BIORETENTION	2,282	\$ -	
1	TOWERS PARK	12-1354B	BIORETENTION	715	\$ -	
1	WALTER REED COMM CTR	02-822B	DRY SWALE	2,665	\$ -	
1	WEENIE BEENIE	2012-3	DRY SWALE	325	\$ -	
1	WOODMONT COMM CTR	07-1069B	BIORETENTION	943	\$ -	
1	8TH ST S	2015-6	BIORETENTION	609	\$ -	
				18,439	\$ -	\$ -

Excel worksheet provides Totals for each Task Area which the Bidder transfers to the Price Sheet in the Bid Form

Maintenance ITB_TASK AREA 2_Schedules A, B, C and Bid Form Tab...

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	A	B	C
1	ITB 543-15 - TASK AREA #2 UNDERGROUND FACILITIES		
2	BID TABULATION		
3	NOTE TO CONTRACTORS: DO NOT COMPLETE THIS FORM -- THE AMOUNTS BELOW (in grey) ARE AUTOMATICALLY POPULATED FROM SCHEDULES A & B		
4	TRANSFER TO PRICE SHEET		
5			08/28/2015
6	TASK AREA		TOTALS FROM SCHEDULE A AND B
7		SCHEDULE A GRAND TOTAL	\$ -
8	TASK #2 (UNDERGROUND)	SCHEDULE B GRAND TOTAL	\$ -
9		LABOR RATES TOTAL	\$ -
10		TOTAL BID PRICE *	\$ -
11	* Transfer this amount to the official Bid Form		
12			

LEGEND Sch A Sch B Sch C ...

READY 100%

ARLINGTON COUNTY
AGREEMENT NO. 543-15

EXHIBIT D - TASK AREA #1, 2, 3 & 4 QUALIFICATION FORMS
(PDF DOC)

Example Qualification Form

TASK AREA #1 VEGETATED STORMWATER MANAGEMENT FACILITIES

- FIRM QUALIFICATIONS -

The form shall be completed in its entirety or it will be considered incomplete

MINIMUM FIRM QUALIFICATIONS (Must possess all four)

- 1) DEQ Certified Stormwater Management Inspector (provide information below)
- 2) Minimum of three (3) years of experience in native landscape maintenance on commercial or municipal properties
- 3) Minimum of one (1) year experience in maintenance of vegetated stormwater facilities
- 4) OSHA Confined Space Entry Permit (for ponds)

Check one and provide name and training information below:

DEQ Certified Stormwater Management Inspector

- Personnel is a DEQ Certified Stormwater Management Inspector
- Personnel has already taken training and is scheduled to take the exam
- Personnel is scheduled for training and will take exam within six months of training completion

Name of DEQ Inspector, Dates of Training and Exam Date

** NOTE: It is important that the Contractor address information on minimum qualifications on the Reference Form **

PERSONNEL QUALIFICATIONS

The Contractor shall provide on-going, dedicated leadership to direct and monitor work performance. The Contractor shall have leadership on the job site at all times, and the time may be split between the Crew Foreman and Crew Chief. The Crew Foreman and Crew Chief shall have demonstrated experience and understanding of landscape maintenance and possess the following qualifications:

CREW FOREMAN

Professional Experience (Must have all five):

- Minimum of two (2) years of experience as a Crew Foreman
- Minimum of three (3) years of verifiable experience in landscape maintenance and/or installation
- Minimum of two (2) years of experience in native landscape maintenance and weed identification
- Demonstrated experience reading & comprehending Construction Documents
- Fluent in English

ARLINGTON COUNTY
AGREEMENT NO. 543-15

EXHIBIT E - REFERENCE FORM (For All Task Areas)
(PDF DOC)

Example Reference Form

ARLINGTON COUNTY MAINTENANCE ITB #543-15
- FIRM REFERENCES -
The form shall be completed in its entirety or it will be considered incomplete

FIRM REFERENCES

** REMINDER: The Contractor shall provide information on minimum qualifications below **

Provide five (5) references from the last three (3) years for qualification verification

REFERENCE #1

Project Name

Project Location

Project Officer's Name

Project Officer's Phone

Project Officer's Email

Project Scope

Similarities to this Scope of Work

REFERENCE #2

Project Name

Project Location

Project Officer's Name

Project Officer's Phone

Project Officer's Email

ARLINGTON COUNTY
AGREEMENT NO. 543-15

EXHIBIT F - WASTE DISPOSAL GUIDELINES & CONTRACTOR SIGNATURE SHEET
(PDF DOC)

New Waste Disposal Guidelines with Signature Sheet

**STORMWATER MANAGEMENT FACILITY MAINTENANCE WASTE DISPOSAL
POLICIES and PROCEDURES**

Arlington County, Virginia
August 2015

The form shall be signed or their Bid submission will be considered incomplete

In the interest of protecting water quality, maintaining infrastructure, and protecting public safety, Arlington County Department of Environmental Services, Office of Sustainability and Environmental Management (DES OSEM) established these policies and procedures for the disposal of waste material extracted from stormwater management facilities during maintenance operations. Failure to follow these policies may result in enforcement action or contract termination.

It is crucial to manage the waste stream generated from conducting maintenance of stormwater management facilities due to the contaminants and pollutants in the liquid, solid (sand, soil, sediment, vegetation) and floatable (plastic) waste. This waste must be disposed of at a solid waste landfill and not re-used or recycled.

TYPES OF WASTE AND THEIR DISPOSAL:

LIQUID	All liquid waste (sludge, slurry, chlorinated water) extracted from County stormwater management facilities must be transported to a landfill or a County-approved waste site* No liquid waste can be released to the County storm drain or the sanitary system NOTE: Liquid waste can no longer be disposed of at the Arlington County Water Pollution Control Plant
SEDIMENT	All sediment must be disposed of at a solid waste landfill
TRASH, DEBRIS, FLOATABLES (PLASTIC)	All trash, debris, floatables (plastic) covered with hydrocarbons shall be taken to a solid waste landfill
VEGETATION, YARD DEBRIS	All yard /organic debris which has been in contact with bioretention soil media shall be taken to a landfill. Exceptions: Fall leaves and sticks can be recycled or taken to a waste yard; Fresh clippings from mowing can be recycled or taken to a waste yard.

All contractors and haulers operating in Arlington County must:

- 1) Retain a copy of these policies in their vehicle at all times when performing work in Arlington County.
- 2) Confirm with solid waste facility/landfill that they accept waste from stormwater management facilities.
- 3) Obtain pre-approval from the County if waste will be disposed of at a facility other than a solid waste landfill.
- 4) Plug all outfall pipes on underground or in-ground stormwater management facilities with a water tight seal prior to starting clean-out and maintenance.
- 5) Remove, collect, contain haul off site and dispose of at a solid waste landfill or a pre-approved facility.
- 5) Provide a trip ticket (manifest) from the transfer station of the landfill where waste is disposed. This ticket shall be submitted to the County with the Contractor Report and/or Invoice.

All companies must comply with all Federal, State, and County laws and regulations. This policy is not intended to supersede any other laws.

** Contractor shall print out, sign and submit with the bid documents **

By signing below, the Contractor certifies that they have read and agree with the terms of this document:

DATE

BUSINESS NAME

NAME AND TITLE

SIGNATURE

8/19/15

ARLINGTON COUNTY
AGREEMENT NO. 543-15

Metropolitan Washington Council of Governments (COG)

EXHIBIT G: RIDER CLAUSE

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN
WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO	JURISDICTION		
___	___	___	___
___	Alexandria, Virginia	___	Montgomery College
___	Alexandria Public Schools	___	Montgomery County, Maryland
___	Alexandria Sanitation Authority	___	Montgomery County Public Schools
___	Arlington County, Virginia	___	OmniRide
___	Arlington County Public Schools	___	Prince George's County Maryland
___	Bladensburg, Maryland	___	Prince George's Public Schools
___	Bowie, Maryland	___	Prince William County, Virginia
___	Charles County Public Schools	___	Prince William County Public Schools
___	College Park, Maryland	___	Prince William County Service Authority
___	Culpeper County, Virginia	___	Rockville, Maryland
___	District of Columbia	___	Spotsylvania County Schools
___	District of Columbia Courts	___	Stafford County, Virginia
___	District of Columbia Public Schools	___	Takoma Park, Maryland
___	District of Columbia Water & Sewer Auth.	___	Upper Occoquan Sewage Authority
___	Fairfax, Virginia	___	Vienna, Virginia
___	Fairfax County, Virginia	___	Virginia Railway Express
___	Fairfax County Water Authority	___	Washington Metropolitan Area Transit Authority
___	Falls Church, Virginia	___	Washington Suburban Sanitary Commission
___	Fauquier County Schools & Government, Virginia	___	Winchester, Virginia
___	Frederick, Maryland	___	Winchester Public Schools
___	Frederick County, Maryland		
___	Gaithersburg, Maryland		
___	Greenbelt, Maryland		
___	Herndon, Virginia		
___	Leesburg, Virginia		
___	Loudoun County, Virginia		
___	Loudoun County Public Schools		
___	Loudoun County Sanitation Authority		
___	Manassas, Virginia		
___	City of Manassas Public Schools		
___	Manassas Park, Virginia		
___	Maryland-National Capital Park & Planning Comm.		
___	Metropolitan Washington Airports Authority		
___	Metropolitan Washington Council of Governments		

BIDDER'S LEGAL NAME:

DATE OF BID:

ARLINGTON COUNTY
AGREEMENT NO. 543-15

EXHIBIT H: LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN
ARLINGTON COUNTY SERVICE CONTRACTORS WORKING
ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY
SHALL NOT BE LOWER THAN

\$13.13 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT.
4-103

FOR INFORMATION CONTACT:

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

AVISO DE SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE DEL GOBIERNO DEL CONDADO DE ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$13.13 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. 703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA NO 500
ARLINGTON, VA 22201

ARLINGTON COUNTY
 AGREEMENT NO. 543-15

EXHIBIT I: CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: _____ to _____

Contract Number: _____

Date: _____

Company Name and Address: _____

Authorized Signature: _____ Printed Name: _____

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE	GROSS EARNINGS ON THIS CONTRACT

By signing this form, the above-listed company certifies that the information provided is accurate and complete.

ARLINGTON COUNTY
AGREEMENT NO. 543-15

EXHIBIT J: NON-DISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 543-15 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as

appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ARLINGTON COUNTY
AGREEMENT NO. 543-15

EXHIBIT K: NON-DISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 543-15 (the "Project" or "County Agreement", as applicable) or which may be accessed through County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

I agree that I will maintain the privacy and security of County information and I will not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that otherwise affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (as also collectively referred to herein as "information" or "County information").

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal law/s, subject to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices, and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. I will also ensure that any device or media on which information is

stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause to be removed any information from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the information is stored and agree to promptly return such information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network shall be free of all computer viruses or running the latest version of an industry standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. No information may be downloaded except as authorized by the County Project Officer and then only onto a County-approved Device. Downloading onto a personally owned Device is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery, becoming aware of or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, County policy, my employer's security system or any other breach of Project protocols. I will fully cooperate with the County to help regain possession of any information and to prevent its further disclosure, use or dissemination.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirement. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the underlying County Agreement or any local, state or federal law, regulation or provision, the more stringent County Contract provision, law, regulation or provision shall control.

Upon completion or termination of my work on the Project, I agree to return all County information to the County Project Officer. I understand that this Agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:
Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

VI. APPENDICES

GENERAL

APPENDIX A_MAP OF STORMWATER MANAGEMENT FACILITIES

APPENDIX B_CONTRACTOR PERFORMANCE REPORT

APPENDIX C_APPROVED FILTER MEDIA VENDOR LIST (BIORETENTION SOIL)

APPENDIX D_EXCEL SPREADSHEET OF UNDERGROUND FACILITIES (TASK AREA #2)

TASK AREA #1: VEGETATED STORMWATER MANAGEMENT FACILITIES (V)

- A. ARLINGTON COUNTY – FILTER MEDIA APPROVED VENDOR LIST
- B. FILTERRA MAINTENANCE STEPS
- C. FILTERRA O&M MANUAL

TASK AREA #2: UNDERGROUND STORMWATER MANAGEMENT FACILITIES (U)

- A. ABTECH ULTRA URBAN INSERT FILTER INFO
- B. ABTECH ULTRA URBAN INSERT FILTER MODEL LIST
- C. ABTECH ULTRA URBAN INSPECTION & MAINTENANCE MANUAL
- D. CDS HYDRODYNAMIC SEPARATOR INFO
- E. CDS HYDRODYNAMIC MAINTENANCE MANUAL
- F. CONTECH CATCHBASIN STORMFILTER O&M GUIDE
- G. CONTECH STORMFILTER O&M GUIDE
- H. CONTECH INFO
- I. STORMCEPTOR DETAILS AND INFO
- J. STORMCEPTOR MAINTENANCE INFO WITH PHOTOS
- K. VORTECHS O&M GUIDE

TASK AREA #3: GREEN ROOFS (G)

- A. OSHA ROOF SAFETY INFORMATION

TASK AREA #4: PERMEABLE PAVEMENT (P)

- A. FLEXI-PAVE O&M INFO
- B. PAVEDRAIN MAINTENANCE MANUAL
- C. PERMEABLE PAVEMENT MAINTENANCE INFO
- D. PERVIOUS CONCRETE M&O GUIDE
- E. PERVIOUS CONCRETE MAINTENANCE GUIDELINES