NOTICE OF RENEWAL OF CONTRACT

TO: ELSWICK & ELSWICK, INC., T/A GREENTREE
885 MARLBORO ROAD
LOTHIAN, MD 20711

DATE ISSUED: AUGUST 9, 2011

CONTRACT NO: 208-10LW

CONTRACT TITLE: PRCR - TREE AND STUMP REMOVAL

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective SEPTEMBER 1, 2011 and expires on AUGUST 31, 2012.

This is the SECOND year of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 208-10LW and the bid of the Contractor.

CONTRACT PRICING:
1) REFER TO CONTRACT NO. 208-10LW YEAR TWO PRICING FORM

2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON FEBRUARY CPI-U.

ATTACHMENTS:
1) YEAR TWO PRICING FORM
2) NOTICE OF AWARD OF CONTRACT 208-10LW
3) INVITATION TO BID NO. 208-10LW

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

VENDOR CONTACT: JOSEPH ELSWICK
TELEPHONE NO.: 410-741-0776
EMAIL ADDRESS: greentreecare@yahoo.com
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1681528

COUNTY CONTACT: HELENA GILBERT
TELEPHONE NO.: 703-228-7981
EMAIL ADDRESS: hhilbe@arlingtonva.us

CONTRACT AUTHORIZATION

Maryam Zahory
Procurement Officer

DATE: 7/9/14

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
A. UNIT PRICES FOR TREE/STUMP REMOVAL BY DIAMETER CLASS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>EST. % OF WORK*</th>
<th>REMOVAL OF TREE/STUMP COMBINED</th>
<th>REMOVAL OF EACH TREE</th>
<th>REMOVAL OF STUMP AT 6&quot; HT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CLASS A. (6&quot; TO 12&quot;)</td>
<td>5</td>
<td>$195</td>
<td>$18</td>
<td>$50</td>
</tr>
<tr>
<td>2. CLASS B. (OVER 12&quot; TO 18&quot;)</td>
<td>5</td>
<td>$295</td>
<td>$35.4</td>
<td>$75</td>
</tr>
<tr>
<td>3. CLASS C. (OVER 18&quot; TO 24&quot;)</td>
<td>10</td>
<td>$1200</td>
<td>$1100</td>
<td>$180</td>
</tr>
<tr>
<td>4. CLASS D. (OVER 24&quot; TO 30&quot;)</td>
<td>15</td>
<td>$1400</td>
<td>$1300</td>
<td>$150</td>
</tr>
<tr>
<td>5. CLASS E. (OVER 30&quot; TO 36&quot;)</td>
<td>25</td>
<td>$1500</td>
<td>$1450</td>
<td>$200</td>
</tr>
<tr>
<td>6. CLASS F. (OVER 36&quot; TO 42&quot;)</td>
<td>20</td>
<td>$1550</td>
<td>$1500</td>
<td>$250</td>
</tr>
<tr>
<td>7. CLASS G. (OVER 42&quot; TO 48&quot;)</td>
<td>15</td>
<td>$1000</td>
<td>$1550</td>
<td>$275</td>
</tr>
<tr>
<td>8. CLASS H. (OVER 48&quot;)</td>
<td>5</td>
<td>$1050</td>
<td>$1000</td>
<td>$360</td>
</tr>
</tbody>
</table>

*ESTIMATED PERCENTAGE OF WORK IS BASED ON PAST WORK AND MAY VARY FROM ACTUAL WORK REQUESTS UNDER THE CONTRACT.

B. FULL CREW HOURLY RATES

ALL FULL CREW SERVICES PROVIDED WHICH ARE NOT INCLUDED IN THE UNIT PRICES IN ITEM A, OR AS EMERGENCY SERVICES IN ITEM C, SHALL BE BILLED AT THE RATES BELOW. THESE RATES INCLUDE THE COST OF LABOR, AND ANY STANDARD EQUIPMENT NECESSARY TO PERFORM THE SERVICES REQUIRED ON WEEKDAYS FROM 7:00 AM TO 5:00 PM.

1. FULL CREW COST PER HOUR, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION $125 -

INDIVIDUAL CREW MEMBER PRICES. EQUIPMENT COSTS ARE NOT INCLUDED IN THE FOLLOWING RATES:

2. WORKING FOREMAN $0.30/HR.

3. CLIMBER/TRIMMER $0.25/HR.

4. GROUNDPERSOON $0.25/HR.

C. EMERGENCY SERVICES RATES

EMERGENCY SERVICES AS SPECIFIED IN THE SOLICITATION REQUIRING A FULL CREW SHALL BE BILLED ON AN HOURLY BASIS AT THE RATES BELOW. THESE RATES SHALL INCLUDE THE COST OF LABOR, AND ANY STANDARD EQUIPMENT NECESSARY TO PERFORM THE SERVICES REQUIRED.
FULL CREW COST PER HOUR DURING REGULAR WORKING HOURS, INCLUDING THE 
COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION:

1. Regular Working Hours (7:00 am to 5:00 pm) $139/HR.
2. Weekends (7:00 am to 5:00 pm) $159/HR.
3. Nights and County-Observed Holidays $179/HR.

INDIVIDUAL CREW MEMBER PRICES. STANDARD EQUIPMENT COSTS ARE NOT 
INCLUDED IN THE FOLLOWING RATES:

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<td>4. WORKING FOREMAN</td>
<td>$30/HR.</td>
<td>$35/HR.</td>
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<td>5. CLIMBER/TRIMMER</td>
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<td>6. GROUNDPERSON</td>
<td>$25/HR.</td>
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INSERT NUMBER OF HOURS AFTER TELEPHONE NOTIFICATION THAT CREWS WILL BE 
at the Arlington County Emergency Location. Time proposed shall not 
exceed four hours:

3 or less hours

D. ADDITIONAL EQUIPMENT - HOURLY RATES WITH OPERATOR

1. BOBCAT TYPE LOADER $25.00
2. 25 TON (MIN. CAPACITY) CRANE $125.00
3. 10 TON STAKE BODY $20.00
4. LOG LOADER/GRAPPLE TRUCK $35.00
5. LEAD TIME REQUIRED (24 HRS MAX) 3 Hours or less
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 208-10LW

BID FORM Page 1 of 4

SUBMIT TWO 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 MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., JULY 8, 2010

FOR PROVIDING TREE AND STUMP REMOVAL PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

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 hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the county’s website (http://www.arlington.va.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

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

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<td>5</td>
<td>$195</td>
<td>$181</td>
<td>$50</td>
</tr>
<tr>
<td>2. CLASS B. (OVER 12&quot; TO 18&quot;)</td>
<td>5</td>
<td>$395</td>
<td>$384</td>
<td>$75</td>
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BIDDER NAME: **GreenTree**
BID FORM Page 2 of 4

7. CLASS G. (OVER 42" TO 48") 15 $1600 $1550 $275
8. CLASS H. (OVER 48") 5 $1150 $1600 $300

*ESTIMATED PERCENTAGE OF WORK IS BASED ON PAST WORK AND MAY VARY FROM ACTUAL WORK REQUESTS UNDER THE CONTRACT.

B. FULL CREW HOURLY RATES

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1. FULL CREW COST PER HOUR, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION $129

INDIVIDUAL CREW MEMBER PRICES. EQUIPMENT COSTS ARE NOT INCLUDED IN THE FOLLOWING RATES:

2. WORKING FOREMAN $30/HR.
3. CLIMBER/TRIMMER $25/HR.
4. GROUNDPERSON $25/HR.

C. EMERGENCY SERVICES RATES

EMERGENCY SERVICES AS SPECIFIED IN THE SOLICITATION REQUIRING A FULL CREW SHALL BE BILLED ON AN HOURLY BASIS AT THE RATES BELOW. THESE RATES SHALL INCLUDE THE COST OF LABOR, AND ANY STANDARD EQUIPMENT NECESSARY TO PERFORM THE SERVICES REQUIRED.

FULL CREW COST PER HOUR DURING REGULAR WORKING HOURS, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION:

1. Regular Working Hours (7:00 am to 5:00 pm) $139/HR.
2. Weekends (7:00 am to 5:00 pm) $159/HR.
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BIDDER NAME GreenTree
## BID FORM Page 3 of 4

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INSERT NUMBER OF HOURS AFTER TELEPHONE NOTIFICATION THAT CREWS WILL BE AT THE ARLINGTON COUNTY EMERGENCY LOCATION. TIME PROPOSED SHALL NOT EXCEED FOUR HOURS: __3 or less__ HOURS

### D. ADDITIONAL EQUIPMENT - HOURLY RATES WITH OPERATOR

1. Bobcat Type Loader $25.00
2. 25 Ton (Min. Capacity) Crane $125.00
3. 10 Ton Stake Body $20.00
4. Log Loader/Grapple Truck $25.00
5. Lead Time Required (24 HRS MAX) __3 hours or less__ HOURS

### E. BID SUBMISSION CHECKLIST

1. Has the bidder submitted a copy of its Safety Manual as required on page 17? Yes __✓__ No __   
2. Has the Bidder submitted references as required on page 17? Yes __✓__ No __   
3. Has the bidder provided a resume for the superintendent/foreman as required on page 17? Yes __✓__ No __   

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 (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

BIDDER NAME __Greentree__
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 (I.E. PROJECT
MANAGER):

NAME (PRINTED): Joseph Elswick  TEL. NO.: 410-741-0770
E-MAIL ADDRESS: greenetreecare@yahoo.com

SUBMITTED BY: (LEGAL NAME OF FIRM) Elswick+Elswick, Inc T/A

ADDRESS: 885 Marlboro Road

CITY/STATE/ZIP: Lothian, MD 20711

TELEPHONE NO: 410-741-0770  FACSIMILE NO: 410-741-0022

TAX ID NUMBER (EIN/SSN): 54-16681328  VA. CONTRACTOR LICENSE #: 2705-024591

THIS FIRM IS A: □ CORPORATION, □ GENERAL PARTNERSHIP, □ LIMITED PARTNERSHIP,
□ UNINCORPORATED ASSOCIATION, □ 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: 0409734-1

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 CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON
COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? □ No

BIDDER STATUS: □ MINORITY OWNED: □ WOMAN OWNED: □ NEITHER:

40
203-10LN
**SCOPE OF SERVICES**

The intent of this Invitation to Bid is to award a contract to a qualified firm for provision of all supervision, labor, tools, equipment and services required to perform tree and stump removal as well as arborial maintenance work in Arlington County.

**STANDARD WORKING HOURS**
Standard working hours as applied to this contract are Monday through Friday from 7:00am to 5:00pm. The County will provide the Contractor written notice of work scheduled outside of regular work hours (evenings, weekends, and County-observed holidays).

**SCHEDULE OF SERVICES**
Within fifteen (15) calendar days of receipt of any work request, the Contractor shall provide to the County Project Officer a written schedule of the amount of time required to complete the work and identify the approximate work starting date. The Contractor shall begin all work at the unit costs listed in the Bid Form within 15 (fifteen) days of receipt of authorization from the County Project Officer to begin work unless otherwise authorized by the County Project Officer. Failure of the Contractor to provide this written schedule and/or adhere to the work schedule may constitute Contractor’s default under the contract.

**STUMP REMOVAL PROCEDURES**

1. Stumps (including root flares) and surface roots within three (3) feet of root flare shall be ground to a depth of twenty four inches (24"). Access to stumps may be limited at some locations.

2. Chips and residue may be returned to the hole to level the grade. Any excess grindings shall be removed by the Contractor and legally disposed of by transport to the Arlington County Trades Center Mulching Facility, 4300 South 29th Street, Arlington, Virginia.

3. A layer of screened topsoil at least four (4) inches thick shall be placed over the stump area. The area shall be crowned at least two (2) inches above surrounding grade to allow for settling and shall be raked smooth. In no case shall the final grade be any higher than six (6) inches above surrounding grade. The Contractor will re-seed the area with certified grass seed approved by the County, and mulch with straw.

4. The Contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition.

**TREE REMOVAL PROCEDURES**
Trees shall be removed in accordance with applicable industry standards and based on the following minimum requirements:

1. Extreme care shall be taken to prevent limbs, branches, and trunks from falling and causing personal injury or damage to, by
Standard equipment costs shall be included as part of the full crew pricing and shall not be charged separately to the County.

The County reserves the right to require the removal and replacement of any equipment of the Contractor at the job site when, in the County's opinion, the equipment is not performing safely or efficiently.

UNIT PRICE SERVICES
Unit Price Services include combined removal of both tree and stump, tree removal only, and stump removal only. The categories and quantities of trees and stumps covered by the contract are provided in the Bid Form. The categories are based on tree and stump diameter, measured at 4.5 feet from the ground for trees, and 6 inches from the ground for stumps. The County reserves the right to change, add, or delete categories or quantities of trees deemed to be in its best interest. Any change to the Scope of Services will be mutually agreed upon by the County and the Contractor in the form of a written amendment.

EMERGENCY SERVICES
During the contract term, the Contractor may be required to assist the County in providing emergency tree removal and related services. Emergency Services are those services which require an accelerated response from the Contractor as determined by the Project Officer. The Contractor will be required to provide (an) emergency telephone number(s) with 24 hours/day, 7 days/week coverage. The Contractor shall maintain a guaranteed response time for emergency service that will not exceed four (4) hours. The Contractor shall furnish one or more emergency service crews consisting of one (1) working foreman, one (1) groundsperson, and one (1) climber/trimmer, and standard equipment as required by the Project Officer. All costs associated with emergency response and mobilization shall be submitted on the Bid Form. Time worked shall be calculated as time spent on the job at the work site only. Portal-to-portal charges are not allowed.

CLEANUP
1. All debris resulting from the Contractor's operations shall be cleaned up each day before the work crew leaves the site unless otherwise directed by the County Project Officer. All lawn areas shall be raked; all streets and sidewalks shall be swept or blown; and all brush, branches, and logs shall be removed from the site. Work areas shall be left in a condition equal to that which existed prior to the commencement of the Contractor's work.

2. The Contractor shall remove and legally dispose of all logs, brush, and other debris resulting from its operations at no additional cost to the County.

LICENSES AND PERMITS
The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the performance of the work under this contract.
QUALIFICATIONS OF BIDDERS
Bidders must be actively engaged in the field of arboriculture with a minimum of five (5) years experience. Bidders shall demonstrate their competence, experience, and financial capability to carry out the terms of the contract.

Bidders shall own or have available to them by formal agreement any equipment necessary to perform the work as outlined in this solicitation including equipment listed in the Additional Equipment section.

PERSONNEL REQUIREMENTS
1. Groundperson - shall have the necessary skills to provide ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning the work area and provide safe traffic management with a minimum of six (6) months experience.

2. Climber/Trimmer - shall have the necessary skills to work in trees from an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment, and shall be proficient in operating all related mechanical equipment with a minimum of two (2) years experience.

3. Working Foreman - Shall provide supervision of the work force and shall be responsible for giving directions to other personnel, making decisions and assuming responsibility for all work performed by the Contractor. A minimum of three (3) years experience supervising tree crews is required. Foreman shall be able to communicate fluently in the English language.

The County reserves the right to require the removal and replacement of any employee of the Contractor at the job site when, in the County's opinion, that person is not performing safely or efficiently.

ADDITIONAL EQUIPMENT
Additional Equipment may be required at the direction of the County's Project Officer. The County will provide twenty four (24) hours notice of the need for additional equipment. The Contractor may charge for the use of the additional equipment at the hourly rates on the Bid Form. The Contractor shall not use any additional equipment without prior approval from the Project Officer. Additional equipment is as follows:

- One (1) twenty five (25) ton (minimum capacity) crane, with operator;
- One (1) Bobcat-type loader with operator;
- One (1) ten (10) ton stake body with operator;
- One (1) log loader/grapple truck with operator.
MAINTENANCE OF TRAFFIC
The Contractor shall conduct its operation in a manner that will ensure that traffic will be uninterrupted except as approved by the County. At the close of each work day, the area of work shall be confined to the smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices." During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP\SLOW" double sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify Arlington County, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. No separate payment shall be made by the County for this work. All costs of this work are included by the Contractor as part of the Contract Unit Prices.

The plan for the maintenance of traffic for each assignment shall be as directed by the County Project Officer.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times provide on-site supervision to maintain satisfactory productivity, enforce strict discipline and good order among the workers performing under the contract, and shall not employ on the work any person not reasonably proficient in the work assigned. Supervisor must be able to communicate fluently in the English language.

SAFETY
The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel 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 Administration for General Industry and for the Construction Industry.

Bidders shall submit a copy of their Safety Manual with their bids.

All Contractor personnel shall wear standard Personal Protection Equipment (PPE) at all times while performing work under this Contract.
to include hard hat, reflective safety vest, steel toe work shoes/boots, and eye protection. All Contractor personnel shall wear a company badge with picture identification that can be presented when requested.

LIABILITY FOR DAMAGE TO PROPERTY AND/OR PLANT MATERIAL
1. Climbing irons, spurs, or spikes shall not be used on trees to be pruned.

2. Any damage to trees or property caused by the Contractor shall be repaired immediately according to the ANSI Pruning Standards to the satisfaction of the County's Project Officer at no additional cost to the County.

3. The casualty loss suffered by the County when a tree is damaged beyond repair by the Contractor shall be remedied in one of the two following ways at the sole discretion of the County:
   a. The tree shall be removed (and stump ground out) by the Contractor at no cost to the County. The Contractor shall replace the tree with the number of nursery grown specimens (of a size and specimen determined by the County) required by the County's Tree Replacement Guidelines, available at: http://www.co.arlingtonva.us/dpw/engineer/tree/tree.htm. The Contractor shall perform the planting in accordance with the Arlington County standards available at: www.arlingtonva.us/Departments/environmentalServices/cpe/tr ee/environmentalServicesTree.aspx or
   b. The dollar value of the damaged tree (the casualty loss) will be determined by a qualified Arborist with demonstrated experience in tree appraisal and acceptable to both the County and the Contractor, using the ISA/CTLA Guide to Establishing the Value of Trees and Shrubs. Charges for the appraisal shall be paid in full by the Contractor. The Contractor shall pay the dollar value of the damaged tree as determined by the appraisal within thirty (30) days of receipt of the appraisal. The County may deduct the dollar value of the damaged tree from the payments due to the Contractor as determined by the appraisal.

DISCONTINUANCE OF WORK
Any operations of the Contractor determined hazardous by the County Project Officer shall be immediately discontinued by the Contractor upon receipt of either written or oral notice by the Project Officer to discontinue such practice.

OVERHEAD HIGH VOLTAGE LINES SAFETY ACT
If any work required herein will be performed within ten feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-405, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the
Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract shall not be withheld from the payment to the Contractor by the County. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

PROTECTION OF UNDERGROUND UTILITIES
The Contractor shall be responsible for contacting Miss Utility for location of any underground services situated in the work area that could be damaged by the Contractor's operation. Should damage occur, the Contractor shall immediately contact the appropriate utility organization and shall be responsible for all claims for damage due to the utility organization's need to complete protection work of the underground services.

BID SUBMISSION REQUIREMENTS
The following shall be submitted with the Bid Form:

1. A list of all training related to tree and stump removal that the bidder's firm provides to those employees;

2. A copy of the Bidder's Safety Manual;

3. A list any special equipment that the Bidder intends to use in fulfilling the contract anticipated by this solicitation;

4. Bidders shall submit four (4) references for which the Bidder has completed work similar in size and scope. Two (2) of the references must be for work done by the bidding firm within the past five to seven (5-7) years. Bidders shall also submit references from their previous two (2) contracts.
**Solicitation #208-10LW**

**Metropolitan Washington Council of Governments Rider Clause**

**USE OF CONTRACT(S) BY MEMBERS COMPRISING 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 your 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.

**BIDDER’S AUTHORIZATION TO EXTEND CONTRACT:**

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**VENDOR NAME:** Greentree

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**41**

**208-10LW**
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NUMBER 208-10LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN
SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201, UNTIL 2:00
P.M. ON THE 8TH DAY OF JULY, 2010 FOR:

THE PROVISION OF TREE AND STUMP REMOVAL AND ARBOREAL MAINTENANCE
SERVICES FOR UP TO A FIVE (5) YEAR PERIOD.

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

YOU MAY DOWNLOAD AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS AT NO
COST FROM OUR WEB SITE

http://www.arlingtonva.us/purchasing

However, such electronic copy is subject to an important disclaimer which
all potential bidders must acknowledge online before the documents can be
downloaded.

IF YOU ELECT NOT TO DOWNLOAD A COPY OF THE SOLICITATION FROM THE WEB
SITE LISTED ABOVE, AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED
FOR EACH HARD COPY SET OF SOLICITATION DOCUMENTS ISSUED BY THE COUNTY.
THE COUNTY WILL ONLY ACCEPT CHECKS OR MONEY ORDERS MADE PAYABLE TO
"TREASURER, ARLINGTON COUNTY" OR CASH RECEIPTS PROCESSED THROUGH COUNTY
TREASURER'S OFFICE, AS FEE PAYMENT. THE DOCUMENTS MAY BE PURCHASED AT
THE OFFICE OF THE BID CLERK AT THE ABOVE ADDRESS OR WILL BE MAILED
AFTER RECEIPT OF THE FEE BY THE OFFICE OF THE BID CLERK.

Arlington County reserves the right to reject any and all bids, cancel
this solicitation, and to waive any informalities or irregularities in
procedure.

Arlington County, Virginia
Office of the Purchasing Agent

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201
(703) 228-3410

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Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. Arlington County does not discriminate against faith-based organizations.

Arlington County, Virginia
Office of the Purchasing Agent

[Signature]

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us
INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Mr. Ashley Barnes in the Office of the Purchasing Agent, at abarnes@arlingtonva.us.

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 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. For determination as to whether an oral or written representation of any County representative or other person requires that an amendment be issued, contact Mr. Ashley Barnes in the County Purchasing Office at abarnes@arlingtonva.us.

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 Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a second copy, which may be 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. Bid Forms received in the Office of the Bid Clerk after the time and date specified in the Invitation to Bid will not be opened or considered. Bids submitted by facsimile 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 any portion or terms of the solicitation 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 nonresponsive portions of a bid 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 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
Agreement, the Specifications, the General Terms and Conditions, the
Special Conditions, and any attachments or references hereto or
there-to, shall indicate such exceptions on the Bid Forms. 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. **EQUIVALENT EXPERIENCE AND REFERENCES**
If a bidder is not able to meet the experience and reference
qualifications required under this solicitation, the bidder may submit
a résumé indicating the experience and reference qualifications of the
proposed project manager for the work acquired under the project
manager’s prior employer(s). Such information shall clearly identify
the project manager’s experience and reference qualifications in
performing the work covered by this solicitation. All information
provided shall include a description of the project(s) identified, the
name and telephone number of a responsible contact person who can
verify the information provided, and the identification of the prior
employer(s) for each identified project.

Arlington County will request additional information, if required, and
will make a determination as to the acceptability of the experience and
reference qualifications of the proposed project manager as a
substitute to part or all of the reference and experience
qualifications required in the solicitation.

If a contract is awarded based on documents and information submitted
pursuant to this section, the Contractor shall not substitute the named
project manager for the duration of the contract unless the substitute
project manager has equivalent qualifications approved by Arlington
County.
7. **ERRORS IN EXTENSION**
Where the unit price and the extension price are at variance, the unit price will prevail.

8. **DISCOUNTS**
Payment discounts contingent on payment of invoices 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.

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 completeness of the solicitation documents upon which it relied in making its bid, and having notified the Arlington County Purchasing Agent immediately upon discovery of an apparent 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 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 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 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 furnish the service or material specified herein in a satisfactory manner. Each bidder may also be required to show 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 justify bid rejection by Arlington County.

13. DEBARMENT STATUS
The bidder shall certify, in the space provided on the Bid Form, whether or not it is 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 will 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. 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 as nonresponsive. 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 nonresponsiveness as a result of the submission of nonconforming terms and conditions.

16. INFORMALITIES
Arlington County has 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 has 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.

17. 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.

18. AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper 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 the Commonwealth 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 (i.e. corporation, 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.

19. 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 $70,000 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 $500,000 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 $7,500 or more, but less than $70,000, 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 $500,000, 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 $7,500 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, 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.

20. BID WITHDRAWAL
No bid can be withdrawn after it is filed unless the bidder makes a request in writing to Arlington County prior to the time set for the opening of bids or unless 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. WITHDRAWAL OF BID FROM CONSIDERATION
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 be withdrawn if the bidder makes its request in writing to the County Purchasing Agent prior to the time set for the opening of bids, or if 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.

22. 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 of the worksite(s). Arlington County offers the "ParkSmart" card, a prepaid debit card that can be used at 2,800 specially-marked parking meters in Arlington County. ParkSmart cards may be purchased at Arlington County Commuter Services Commuter Stores, the Arlington County Treasurer’s Office, or online at http://www.commuterdirect.com/. For more information on the use of this payment device, visit http://www.parkarlington.com/ or call 703-228-7433.

23. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT
Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a
result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require 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 in this Contract.

24. **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 shall not be subject to public disclosure under the Virginia Freedom of Information Act. 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.

25. **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.

26. **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 (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

27. **BEST VALUE APPROACH**
This solicitation is issued under the "Best Value" approach, as it is defined in the Arlington County Purchasing Resolution. Under this approach, in determining the "lowest responsible bidder", the County may consider, in addition to price, any of the following:

a. The ability, capacity, skill and financial resources of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
c. The quality of performance of previous contracts or services;

d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

e. The Bidder’s Safety Manual/Program;

f. Whether the bidder complies with Service Contract Wage requirements set forth in the Contract Terms and Conditions.

28. **BEST VALUE BID SUBMISSION REQUIREMENTS**
In addition to the completed and properly executed Bid Form, Bidders shall provide the following information with their bids:

a. A list of all training related to tree and stump removal that the bidder’s firm provides to those employees;

b. A copy of the Bidder’s Safety Manual;

c. A list any special equipment that the Bidder intends to use in fulfilling the contract anticipated by this solicitation.

d. Bidders shall submit four (4) references for which the Bidder has completed work similar in size and scope. Two (2) of the references must be for work done by the bidding firm within the past five to seven (5-7) years. Bidders shall also submit references from their previous two (2) contracts.

29. **BEST VALUE AWARD PROCESS**
At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include criteria applicable to the contract anticipated by this solicitation, weighed according to the value of those criteria under this solicitation.

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation.

30. **METHOD OF AWARD**
Arlington County will award 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.

31. **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
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 liable 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 CGL
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.
SCOPE OF SERVICES

The intent of this Invitation to Bid is to award a contract to a qualified firm for provision of all supervision, labor, tools, equipment and services required to perform tree and stump removal as well as arborical maintenance work in Arlington County.

STANDARD WORKING HOURS

Standard working hours as applied to this contract are Monday through Friday from 7:00am to 5:00pm. The County will provide the Contractor written notice of work scheduled outside of regular work hours (evenings, weekends, and County-observed holidays).

SCHEDULE OF SERVICES

Within fifteen (15) calendar days of receipt of any work request, the Contractor shall provide to the County Project Officer a written schedule of the amount of time required to complete the work and identify the approximate work starting date. The Contractor shall begin all work at the unit costs listed in the Bid Form within 15 (fifteen) days of receipt of authorization from the County Project Officer to begin work unless otherwise authorized by the County Project Officer. Failure of the Contractor to provide this written schedule and/or adhere to the work schedule may constitute Contractor’s default under the contract.

STUMP REMOVAL PROCEDURES

1. Stumps (including root flares) and surface roots within three (3) feet of root flare shall be ground to a depth of twenty four inches (24") Access to stumps may be limited at some locations.

2. Chips and residue may be returned to the hole to level the grade. Any excess grindings shall be removed by the Contractor and legally disposed of by transport to the Arlington County Trades Center Mulching Facility, 4300 South 29th Street, Arlington, Virginia.

3. A layer of screened topsoil at least four (4) inches thick shall be placed over the stump area. The area shall be crowned at least two (2) inches above surrounding grade to allow for settling and shall be raked smooth. In no case shall the final grade be any higher than six (6) inches above surrounding grade. The Contractor will re-seed the area with certified grass seed approved by the County, and mulch with straw.

4. The Contractor shall restore any turf areas and grades damaged by vehicles or mechanical operations to their original condition.

TREE REMOVAL PROCEDURES

Trees shall be removed in accordance with applicable industry standards and based on the following minimum requirements:

1. Extreme care shall be taken to prevent limbs, branches, and trunks from falling and causing personal injury or damage to,
way of illustration and not limitation, adjacent homes, fences, 
trees and other vegetation, driveways, sidewalks, streets, and 
other property, both public and private.

2. Limbs and branches larger than four (4) inches in diameter shall 
be lowered to the ground by the use of ropes or other mechanical 
devices.

3. Stumps shall not be left higher than three (3) inches above 
ground level.

4. All debris (brush, chips and logs) shall be transported to the 
Arlington County Trades Center mulching facility by the 
Contractor for legal disposal. Logs 24” diameter and less shall 
not exceed six feet in length. Logs in excess of 24” in diameter 
shall not exceed four feet in length. No logs shall exceed six 
(6) feet in length. No debris shall be left on the site 
overnight unless approved by the Project Officer in advance.

5. The Contractor shall restore any turf areas and grades damaged by 
vehicles or mechanical operations to their original condition. 
No holes from stump grinding or from branch divots shall be left 
open overnight.

TREES PRUNING PROCEDURES

1. Pruning shall be done in accordance with the latest revision of 
the ANSI A-3000 Pruning Standards. These standards are made part 
of this contract by this reference.

2. The pruning type requirement will be determined by the County, 
and will be indicated for each specific project. Additional 
pruning may also be required by the County to maintain clearance 
from buildings, street lights, and other structures.

3. Under-clearance pruning, to provide for safe movement of 
pedestrian and vehicular traffic, shall be done as directed by 
the County. Clearance heights shall be determined at a point 
over the sidewalk and at the lowest point of branch overhang over 
the street - generally 8 feet and 15 feet respectively.

4. The Contractor shall restore any turf areas and grades, damaged 
by vehicles or mechanical operations, to their original 
condition.

STANDARD EQUIPMENT
The Contractor shall have available when needed for use under the 
contract:
• One (1) fifteen (15) ton crane;
• One (1) commercial grade chipper and stump grinder;
• One (1) aerial bucket truck with a minimum forty five (45) ft 
boom;
• One (1) flat bed two and a half (2 ½) ton stake body truck;
• All ropes, saws and related safety equipment required for aerial 
tree work.
Standard equipment costs shall be included as part of the full crew pricing and shall not be charged separately to the County.

The County reserves the right to require the removal and replacement of any equipment of the Contractor at the job site when, in the County's opinion, the equipment is not performing safely or efficiently.

UNIT PRICE SERVICES
Unit Price Services include combined removal of both tree and stump, tree removal only, and stump removal only. The categories and quantities of trees and stumps covered by the contract are provided in the Bid Form. The categories are based on tree and stump diameter, measured at 4.5 feet from the ground for trees, and 6 inches from the ground for stumps. The County reserves the right to change, add, or delete categories or quantities of trees deemed to be in its best interest. Any change to the Scope of Services will be mutually agreed upon by the County and the Contractor in the form of a written amendment.

EMERGENCY SERVICES
During the contract term, the Contractor may be required to assist the County in providing emergency tree removal and related services. Emergency Services are those services which require an accelerated response from the Contractor as determined by the Project Officer. The Contractor will be required to provide (an) emergency telephone number(s) with 24 hours/day, 7 days/week coverage. The Contractor shall maintain a guaranteed response time for emergency service that will not exceed four (4) hours. The Contractor shall furnish one or more emergency service crews consisting of one (1) working foreman, one (1) groundsperson, and one (1) climber/trimmer, and standard equipment as required by the Project Officer. All costs associated with emergency response and mobilization shall be submitted on the Bid Form. Time worked shall be calculated as time spent on the job at the work site only. Portal-to-portal charges are not allowed.

CLEANUP
1. All debris resulting from the Contractor's operations shall be cleaned up each day before the work crew leaves the site unless otherwise directed by the County Project Officer. All lawn areas shall be raked; all streets and sidewalks shall be swept or blown; and all brush, branches, and logs shall be removed from the site. Work areas shall be left in a condition equal to that which existed prior to the commencement of the Contractor's work.

2. The Contractor shall remove and legally dispose of all logs, brush, and other debris resulting from its operations at no additional cost to the County.

LICENSES AND PERMITS
The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract. The
Contractor shall give any and all necessary formal notices required in conjunction with the performance of the work under this contract.

QUALIFICATIONS OF BIDDERS
Bidders must be actively engaged in the field of arboriculture with a minimum of five (5) years experience. Bidders shall demonstrate their competence, experience, and financial capability to carry out the terms of the contract.

Bidders shall own or have available to them by formal agreement any equipment necessary to perform the work as outlined in this solicitation including equipment listed in the Additional Equipment section.

PERSONNEL REQUIREMENTS
1. Groundsman - shall have the necessary skills to provide ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning the work area and provide safe traffic management with a minimum of six (6) months experience.

2. Climber/Trimmer - shall have the necessary skills to work in trees from an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment, and shall be proficient in operating all related mechanical equipment with a minimum of two (2) years experience.

3. Working Foreman - Shall provide supervision of the work force and shall be responsible for giving directions to other personnel, making decisions and assuming responsibility for all work performed by the Contractor. A minimum of three (3) years experience supervising tree crews is required. Foreman shall be able to communicate fluently in the English language.

The County reserves the right to require the removal and replacement of any employee of the Contractor at the job site when, in the County’s opinion, that person is not performing safely or efficiently.

ADDITIONAL EQUIPMENT
Additional Equipment may be required at the direction of the County’s Project Officer. The County will provide twenty four (24) hours notice of the need for additional equipment. The Contractor may charge for the use of the additional equipment at the hourly rates on the Bid Form. The Contractor shall not use any additional equipment without prior approval from the Project Officer. Additional equipment is as follows:

- One (1) twenty five (25) ton (minimum capacity) crane, with operator;
- One (1) Bobcat-type loader with operator;
- One (1) ten (10) ton stake body with operator;
- One (1) log loader/grapple truck with operator.
MAINTENANCE OF TRAFFIC
The Contractor shall conduct its operation in a manner that will ensure that traffic will be uninterrupted except as approved by the County. At the close of each work day, the area of work shall be confined to the smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices." During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP\SLOW" double sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify Arlington County, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. No separate payment shall be made by the County for this work. All costs of this work are included by the Contractor as part of the Contract Unit Prices.

The plan for the maintenance of traffic for each assignment shall be as directed by the County Project Officer.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times provide on-site supervision to maintain satisfactory productivity, enforce strict discipline and good order among the workers performing under the contract, and shall not employ on the work any person not reasonably proficient in the work assigned. Supervisor must be able to communicate fluently in the English language.

SAFETY
The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel 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 Administration for General Industry and for the Construction Industry.

Bidders shall submit a copy of their Safety Manual with their bids.

All Contractor personnel shall wear standard Personal Protection Equipment (PPE) at all times while performing work under this Contract.
to include hard hat, reflective safety vest, steel toe work
shoes/boots, and eye protection. All Contractor personnel shall wear a
company badge with picture identification that can be presented when
requested.

LIABILITY FOR DAMAGE TO PROPERTY AND/OR PLANT MATERIAL
1. Climbing irons, spurs, or spikes shall not be used on trees to be
pruned.

2. Any damage to trees or property caused by the Contractor shall be
repaired immediately according to the ANSI Pruning Standards to
the satisfaction of the County's Project Officer at no additional
cost to the County.

3. The casualty loss suffered by the County when a tree is damaged
beyond repair by the Contractor shall be remedied in one of the
two following ways at the sole discretion of the County:

   a. The tree shall be removed (and stump ground out) by the
      Contractor at no cost to the County. The Contractor shall
      replace the tree with the number of nursery grown specimens
      (of a size and specimen determined by the County) required
      by the County's Tree Replacement Guidelines, available at:
      The Contractor shall perform the planting in accordance
      with the Arlington County standards available at:
      www.arlingtonva.us/Departments/environmentalServices/cpe/tr
      ee/environmentalServicesTree.aspx or

   b. The dollar value of the damaged tree (the casualty loss)
      will be determined by a qualified Arborist with
demonstrated experience in tree appraisal and acceptable to
both the County and the Contractor, using the ISA/CTIA
Guide to Establishing the Value of Trees and Shrubs.
Charges for the appraisal shall be paid in full by the
Contractor. The Contractor shall pay the dollar value of
the damaged tree as determined by the appraisal within
thirty (30) days of receipt of the appraisal. The County
may deduct the dollar value of the damaged tree from the
payments due to the Contractor as determined by the
appraisal.

DISCONTINUANCE OF WORK
Any operations of the Contractor determined hazardous by the County
Project Officer shall be immediately discontinued by the Contractor
upon receipt of either written or oral notice by the Project Officer to
discontinue such practice.

OVERHEAD HIGH VOLTAGE LINES SAFETY ACT
If any work required herein will be performed within ten feet of an
overhead high voltage line, the provisions of Virginia Statute 59.1-
406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall
apply. The "person or contractor responsible for the work to be done",
as that term is used in the Act, will be interpreted to mean the
Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract shall not be withheld from the payment to the Contractor by the County. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

PROTECTION OF UNDERGROUND UTILITIES
The Contractor shall be responsible for contacting Miss Utility for location of any underground services situated in the work area that could be damaged by the Contractor's operation. Should damage occur, the Contractor shall immediately contact the appropriate utility organization and shall be responsible for all claims for damage due to the utility organization's need to complete protection work of the underground services.

BID SUBMISSION REQUIREMENTS
The following shall be submitted with the Bid Form:

1. A list of all training related to tree and stump removal that the bidder's firm provides to those employees;

2. A copy of the Bidder's Safety Manual;

3. A list any special equipment that the Bidder intends to use in fulfilling the contract anticipated by this solicitation;

4. Bidders shall submit four (4) references for which the Bidder has completed work similar in size and scope. Two (2) of the references must be for work done by the bidding firm within the past five to seven (5-7) years. Bidders shall also submit references from their previous two (2) contracts.
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. 208-10LW.

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. **CONTRACT TERM**
Work under this Agreement will commence on AUGUST 1, 2010, and be completed no later than JULY 31, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than FOUR additional twelve (12) month periods from AUGUST 1, 2011 to JULY 31, 2015 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

3. **CONTRACT PRICING**
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 208-10LW at the prices provided in the Bid of the Contractor.

4. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**
The Contract unit price(s) shall remain firm for the Initial Contract Term. The Contract unit price(s) for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in FEBRUARY of each year of the Contract not to exceed five percent (5%).

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the Subsequent Contract Term.
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 under 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, 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 solely the 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 Project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer in writing of this belief within ten (10) calendar days after any change or event occurs. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the 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 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 under 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 Officer) 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 purchase order by 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 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 8.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 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 the above provisions 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 under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of non-appropriation of funds by the County Board of Arlington County 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. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor
understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no 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 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 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 set forth in 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 order 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. Contractors providing services without a signed County purchase order do so at their own risk. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

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 make evidence of all manufacturers' warranties available upon demand. 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 may be established to govern the effective date of the guaranty, unless that date is agreed upon by the County and the Contractor in a signed writing.

14. INSPECTION, ACCEPTANCE AND TITLE
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 off-site by the Contractor.

Title and risk of loss or damage to all items 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 advisable to assure that materials conform to the specifications.

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. WORK SITE DAMAGES
Any damage to property, whether owned by the County or others, resulting from the Work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.

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
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such material off-site. No County building containers shall be used for such trash or debris. Failure to adhere to this requirement will result in the County contracting for removal and disposal of packing material and cartons left by the Contractor. By accepting this award, the Contractor agrees that all costs of County removal and disposal of packing materials and cartons left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's expense with all costs of the repair deducted from the Contractor's final payment unless such repairs are made by the Contractor within ten (10) days of the date of damage to the satisfaction of the County.
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 required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such Material Safety Data Sheets 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 Material Safety Data Sheets 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. The Contractor shall comply with all federal, state, and local laws governing 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 personnel and subcontracted personnel 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 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 worksite.

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 award.

22. **SUPERVISION BY CONTRACTOR**
The Contractor shall at all times enforce strict discipline and good order among the workers 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 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 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 or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

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

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all 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 is 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"). 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

26

208-10LW
costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted 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, 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.

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 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 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 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 in performance or nonperformance of its 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 save, defend, hold harmless and/or indemnify the County, 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 settlements or payments made.

30. **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 is 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 purchase 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.

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

32. **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, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current 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, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

33. **AUTHORITY TO TRANSMIT BUSINESS**
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.
34. **RELATION TO THE COUNTY**
The Contractor will be legally considered as an independent contractor, and neither the Contractor nor its employees 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.

35. **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.

36. **NOT USED**

37. **NOT USED**

38. **OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS**
The Contract confers no rights to the Contractor of ownership 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, 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 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 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 under 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 Agreement.

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

39. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract 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 the Contract 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.

40. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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. Purchasing Resolution
The Contract is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution.

44. Dispute Resolution
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, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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 the valid judgment or decree of 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 the section in this Contract 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; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

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 refers.

53. **NOTICES**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to 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

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

54. **NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

55. **ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or the County’s presence on other party’s websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” That document is located at: http://www.ada.gov/websites2.htm.

56. **NOT USED**

57. **NOT USED**

32
208-104W
58. 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 AGGRAVATED EMPLOYEES

Within six (6) months of the Contractor's failure to comply with the Living Wage provisions, an aggrieved employee 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 judgment rate. 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:

1. 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 A);

2. 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);

3. Include the provisions of this clause in all subcontracts for work performed under this contract, so that the provisions of this clause are binding; and

4. Submit, within five (5) working days of the end of each period, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Exhibit B.) 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 any law, rule, or provision 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 award of County contracts.

59. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

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. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).
d. Additional Insured - Arlington County, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

e. Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. 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 replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.

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 Agreement, 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 - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, or that 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 protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

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 alternative coverages are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 208-10LW

BID FORM Page 1 of 4

SUBMIT TWO 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 MAY BE A PHOTOCOPY OF THE
SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., JULY 8, 2010

FOR PROVIDING TREE AND STUMP REMOVAL PER THE TERMS, CONDITIONS AND
SPECIFICATIONS OF THIS SOLICITATION:

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 hard copy of the
documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the
county's website (http://www.arlingtonva.us/purchasing) is subject to
an important disclaimer which must be acknowledged online before the
documents can be downloaded.

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

A. UNIT PRICES FOR TREE/STUMP REMOVAL BY DIAMETER CLASS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>EST. % OF WORK*</th>
<th>REMOVAL OF TREE/STUMP COMBINED</th>
<th>REMOVAL OF EACH TREE</th>
<th>REMOVAL OF EACH STUMP AT 6&quot; HT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CLASS A. (6&quot; TO 12&quot;)</td>
<td>5</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>2. CLASS 3. (OVER 12&quot; TO 18&quot;)</td>
<td>5</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
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<tr>
<td>3. CLASS C. (OVER 18&quot; TO 24&quot;)</td>
<td>10</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
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<tr>
<td>4. CLASS D. (OVER 24&quot; TO 30&quot;)</td>
<td>15</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
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<tr>
<td>5. CLASS E. (OVER 30&quot; TO 36&quot;)</td>
<td>25</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
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<tr>
<td>6. CLASS F. (OVER 36&quot; TO 42&quot;)</td>
<td>20</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
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</tbody>
</table>

BIDDER NAME

37
208-10LW
7. CLASS G. (OVER 42" TO 48")  15  $_______  $_______  $_______
8. CLASS H. (OVER 48")  5  $_______  $_______  $_______

*ESTIMATED PERCENTAGE OF WORK IS BASED ON PAST WORK AND MAY VARY FROM ACTUAL WORK REQUESTS UNDER THE CONTRACT.

B.  FULL CREW HOURLY RATES
ALL FULL CREW SERVICES PROVIDED WHICH ARE NOT INCLUDED IN THE UNIT PRICES IN ITEM A, OR AS EMERGENCY SERVICES IN ITEM C, SHALL BE BILLED AT THE RATES BELOW. THESE RATES INCLUDE THE COST OF LABOR, AND ANY STANDARD EQUIPMENT NECESSARY TO PERFORM THE SERVICES REQUIRED ON WEEKDAYS FROM 7:00 AM TO 5:00 PM.

1. FULL CREW COST PER HOUR, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION $_______

INDIVIDUAL CREW MEMBER PRICES. EQUIPMENT COSTS ARE NOT INCLUDED IN THE FOLLOWING RATES:

2. WORKING FOREMAN  $_______/HR.
3. CLIMBER/TRIMMER  $_______/HR.
4. GROUNDSPERSON  $_______/HR.

C.  EMERGENCY SERVICES RATES

EMERGENCY SERVICES AS SPECIFIED IN THE SOLICITATION REQUIRING A FULL CREW SHALL BE BILLED ON AN HOURLY BASIS AT THE RATES BELOW. THESE RATES SHALL INCLUDE THE COST OF LABOR, AND ANY STANDARD EQUIPMENT NECESSARY TO PERFORM THE SERVICES REQUIRED.

FULL CREW COST PER HOUR DURING REGULAR WORKING HOURS, INCLUDING THE COST OF STANDARD EQUIPMENT IDENTIFIED IN THE SOLICITATION:

1. Regular Working Hours (7:00 am to 5:00 pm)  $_____/HR.
2. Weekends (7:00 am to 5:00 pm)  $_____/HR.
3. Nights and County-Observed Holidays  $_____/HR.

BIDDER NAME______________________________
INDIVIDUAL CREW MEMBER PRICES. STANDARD EQUIPMENT COSTS ARE NOT INCLUDED IN THE FOLLOWING RATES:

<table>
<thead>
<tr>
<th></th>
<th>WEEKDAYS 7AM - 5PM</th>
<th>WEEKENDS 7AM - 5PM</th>
<th>NIGHTS &amp; HOLIDAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. WORKING FOREMAN</td>
<td>$_____/HR.</td>
<td>$_____/HR.</td>
<td>$_____/HR.</td>
</tr>
<tr>
<td>5. CLIMBER/TRIMMER</td>
<td>$_____/HR.</td>
<td>$_____/HR.</td>
<td>$_____/HR.</td>
</tr>
<tr>
<td>6. GROUNDPERSON</td>
<td>$_____/HR.</td>
<td>$_____/HR.</td>
<td>$_____/HR.</td>
</tr>
</tbody>
</table>

INSERT NUMBER OF HOURS AFTER TELEPHONE NOTIFICATION THAT CREWS WILL BE AT THE ARLINGTON COUNTY EMERGENCY LOCATION. TIME PROPOSED SHALL NOT EXCEED FOUR HOURS:

_________________________ HOURS

D. ADDITIONAL EQUIPMENT - HOURLY RATES WITH OPERATOR

1. BOBCAT TYPE LOADER $_________________
2. 25 TON (MIN. CAPACITY) CRANE $_________________
3. 10 TON STAKE BODY $_________________
4. LOG LOADER/GRAPPLE TRUCK $_________________
5. LEAD TIME REQUIRED (24 HRS MAX) $_________________ HOURS

E. BID SUBMISSION CHECKLIST

1. Has the bidder submitted a copy of its Safety Manual as required on page 17? Yes______ No______
2. Has the Bidder submitted references as required on page 17? Yes______ No______
3. Has the bidder provided a resume for the superintendent/foreman as required on page 17? Yes______ No______

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 (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

BIDDER NAME______________________________

39 208-101M
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 (I.E. PROJECT MANAGER):

NAME (PRINTED): ________________________________ TEL. NO.: ___________

E-MAIL ADDRESS: ________________________________

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
</tr>
<tr>
<td>TELEPHONE NO.: FACSIMILE NO.:</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN): VA. CONTRACTOR LICENSE #:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>THIS FIRM IS A:</th>
<th>INSERT NAME OF STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CORPORATION, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP, UNINCORPORATED ASSOCIATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP</td>
</tr>
</tbody>
</table>

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<tr>
<th>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</th>
</tr>
</thead>
</table>

| 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 CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? |

| BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER: |

40
208-1076
Solicitation #208-10LW
Metropolitan Washington Council of Governments Rider Clause
USE OF CONTRACT(S) BY MEMBERS COMPRISING 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
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 your
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.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>JURISDICTION</th>
<th>YES</th>
<th>NO</th>
<th>JURISDICTION</th>
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<td></td>
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<td>CITY OF MANASSAS PUBLIC SCHOOLS</td>
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<td>ALEXANDRIA SANITATION AUTHORITY</td>
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<td>MANASSAS PARK, VIRGINIA</td>
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<td>MARYLAND-NATIONAL CAPITAL PARK &amp; PLANNING COMM.</td>
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<td>MONTGOMERY COLLEGE</td>
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<td>WINCHESTER PUBLIC SCHOOLS</td>
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</table>

Vendor Name: ____________________________
WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN
ARLINGTON COUNTY SERVICE CONTRACTORS
WORKING ON COUNTY-OWNED OR COUNTY-OCUPIED
PROPERTY SHALL NOT BE LOWER THAN

$12.75 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
AVISÓ 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:

$12.75 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
(EXHIBIT B)

ARLINGTON COUNTY
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.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
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208-10 LW
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By signing this form, the above-listed company certifies that the information provided is accurate and complete.