NOTICE OF CONTRACT AWARD

TO: JOSEPH SMITH & SONS, INC.
PO BOX 64430
WASHINGTON, DC 20029

DATE ISSUED: October 29, 2014
CURRENT REFERENCE NO: 559-15

CONTRACT TITLE: DES-SCRAP METAL AND SCRAP WHITE GOODS DROP-OFF
PRIOR REFERENCE NO: 178-11

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective NOVEMBER 1, 2014 and expires on OCTOBER 31, 2019.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 559-14 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO CONTRACTOR’S BID FORM

ATTACHMENTS:
BID FORM

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

VENDOR CONTACT: Steve Epstein
EMAIL ADDRESS: sepstein@jsmith-sons.com
COUNTY CONTACT: Monica Gorman
EMAIL ADDRESS: mgorman@arlingtonva.us

VENDOR TEL. NO.: 301-773-1266
VENDOR FAX. NO.: 301-773-7346
COUNTY TEL. NO.: 703-228-6412

CONTRACT AUTHORIZATION
Kathy 10/29/2014
RICHARD WARREN, CPB
PURCHASING AGENT

DISTRIBUTION
VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO.559-15

THIS AGREEMENT is made, on the date of execution by the County, between
Joseph Smith & Sons, Inc. 2001 Kenilworth Avenue, Capitol Heights, MD
20743("Contractor") a Maryland Corporation authorized to do business in the
Commonwealth of Virginia, and the County Board of Arlington County, Virginia
(County). The County and the Contractor, for the consideration hereinafter
specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of:

• Agreement No. 559-15, and all modifications properly incorporated into
the Agreement
• Exhibit A - Arlington County Invitation to Bid No. 559-15, including
General Conditions, Special Conditions, and Supplementary
• Exhibit B - (The Arlington County Department of Environmental Services'
Standards and Specifications, Current Edition)
• Exhibit C - Unit price bid of the Contractor

Where the terms and provisions of this Agreement vary from the terms and
provisions of the other Contract Documents, the terms and provision of this
Agreement shall prevail over the other Contract Documents.

Exhibits A and B are considered complementary documents, what is in one shall
be considered as in all; where the terms of these Contract Documents vary the
most stringent shall apply; and Exhibits A and B shall prevail over Exhibit C.

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

2. SCOPE OF WORK
The Contractor will furnish all labor, equipment, and materials to provide
the services of a qualified scrap metal and white goods recycling processor
to purchase scrap metal and white goods delivered to Contractor's facilities
by the County (the "Project") and all other work shown, described and
required in the Contract Documents (hereinafter "the Work"). The Work shall
be performed according to the standards established by the Contract Documents
read together as a single specification. It shall be the obligation of the
Contractor to obtain clarification from the Project Officer concerning any
questions about or conflicts in the specifications, drawings and construction
notes in a timely way so as not to delay the progress of the Work. The
Contract Documents set forth the minimum Work estimated by the County and the
Contractor to be necessary to complete the Work. It shall be the
Contractor's responsibility, at solely the Contractor's cost, to provide
sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of its Work.

3. **CONTRACT TERM**
The term of this Agreement will commence on the date of execution by the County, and shall be completed no later than **OCTOBER 31, 2019**, subject to any written modifications as provided for in the Contract Documents.

4. **CONTRACT PRICING**
Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County’s Invitation to Bid No. 559-15 at the prices provided in the bid of the Contractor.

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 Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. **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 goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services 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 order by the County.

7. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract,
except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

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

9. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or 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.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR
During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County.
The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy or supply that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

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

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

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

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

15. 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.

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. 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.

18. FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

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

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

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

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

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

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

23. 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 (§ 18.2-436 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

25. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

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

28. **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 goods purchased or acquired by the County under this Contract.

29. **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. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

30. **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.

31. **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.

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

34. 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.

35. 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.

36. 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.

37. 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.

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

39. 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.

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

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

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

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

**TO THE CONTRACTOR:** REFER TO BID FORM OF CONTRACTOR

**TO THE COUNTY:**

Contracts Manager
Arlington County Solid Waste Bureau
4300 S. 29th Street
Arlington, Virginia 22206

AND

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

44. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

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

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

a. **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. **Business Automobile Liability** - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. **Additional Insured** - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
e. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

f. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

g. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

h. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA

c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.
No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR.
DATE: 10/27/2014

JOSEPH SMITH & SONS, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: [Title]
DATE: 10/27/2014
The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

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

21. **INDEMNIFICATION**
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

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

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines,
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID
CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (ONE FORM
SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY
OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M. OCTOBER 14, 2014

PROCESSING SCRAP METAL AND WHITE GOODS PER THE TERMS, CONDITIONS AND
SPECIFICATIONS OF THIS SOLICITATION

1. IDENTIFY BELOW THE PERCENTAGE OF THE AVERAGE MARKET PRICE PUBLISHED IN
AMERICAN METAL MARKET (SCRAP IRON AND STEEL PRICING SECTION, CONSUMER
BUYING PRICES, NO. 2 BUNDLES, PHILADELPHIA MARKET) TO BE USED TO
CALCULATE PAYMENTS TO THE COUNTY OF THE AVERAGE MARKET
PRICE PER U.S. GROSS TON.

THE CONTRACTOR WILL PAY TO THE COUNTY \$180.36\$ OF THE AVERAGE MARKET
PRICE PER TON.

2. MARKET PRICE PER TON, AS PUBLISHED IN THE MOST RECENT ISSUE OF AMERICAN
METAL MARKET IS: \$222.00\$ PER TON.

ATTACH A COPY OF THE PAGE FROM WHICH THE ABOVE FIGURE WAS TAKEN.

3. LIST NAMES AND STREET ADDRESSES OF CONTRACTOR'S RECYCLING FACILITIES
(ALL FACILITIES LISTED MUST HAVE CERTIFIED VEHICLE SCALES):

Joseph Smith & Sons, Inc. (Primary)
2001 Kenilworth Ave. Capitol Heights, MD 20743

Prince William Metal Recycling, Inc
7005 Notes Drive, Manassas, VA 20109 (Secondary)

VEHICLE TRAVEL DISTANCE FROM THE “PRIMARY” FACILITY NAMED ABOVE THAT IS
CLOSEST TO ARLINGTON’S SOLID WASTE BUREAU: 705 STREET MILES.

Does list above include a “secondary” facility in or near Manassas, Virginia:
(\checkmark) Yes (\_) No

ATTACH A LIST OF UNACCEPTABLE METAL ITEMS AND ANY SPECIAL PREPARATION
REQUIREMENTS FOR SCRAP METAL AND WHITE GOODS.

BIDDER NAME: Joseph Smith & Sons, Inc.

ITB No. 559-15
30
THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:


EACH BIDDER IS RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

The undersigned certifies that (Bidder Name) is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number N/A for a Class N/A License was issued on the day of 20.

The undersigned further certifies that the registration fee and all renewal fees required under law have been paid. The Contractor agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices: (All prices include provision and installation).

The undersigned acknowledges receipt of the following amendments:

AMENDMENT NO. 1 DATE:__________ INITIAL:__________
AMENDMENT NO. 2 DATE:__________ INITIAL:__________
AMENDMENT NO. 3 DATE:__________ INITIAL:__________

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

Please mark one:

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

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

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

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

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

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

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

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (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 GovernmentalFrauds Act (Va. Code §18.2-498.1 et seq.).
CERTIFICATION OF UNDERSTANDING OF THE CONTRACT DOCUMENTS: The undersigned affirms that he has carefully examined all of the Solicitation Documents and that there are no erroneous, contradictory, incomplete or infeasible requirements or directions apparent in the Bid. The undersigned agrees to waive any claims in any way associated with any such erroneous, contradictory, incomplete or infeasible requirements or directions unless such requirements could only reasonably be uncovered during the course of the Work.

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: LARRY BROWN
ADDRESS: P.O. BOX 64430
WASHINGTON, DC 20039-4430
E-MAIL: LBRATNC@smith-sans, com

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): LARRY BROWN
TEL. NO.: 301-773-7266 X/83
E-MAIL ADDRESS: LBRATNC@smith-sans, com

ITB No. 550-15
33
| **SUBMITTED BY:** (LEGAL NAME OF FIRM) | **Joseph Smith & Sons, Inc.** |
| **ADDRESS:** | **P.O. Box 64430** |
| **CITY/STATE/ZIP:** | **Washington, D.C. 20024-4430** |
| **TELEPHONE NO.:** | **FACSIMILE NO.:** |
| **VA. CONTRACTOR LICENSE #:** | |

**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  
- [x] No

**IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:**  
**0692786-7**

**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?**  
- [ ] Yes  
- [x] No

**BIDDER STATUS:**  
- MINORITY OWNED:  
- WOMAN OWNED:  
- NEITHER: [x]
## INSURANCE CHECKLIST

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".**

### COVERAGES REQUIRED

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>1. Workers’ Compensation</td>
<td>$100,000 accident, $100,000 disease, Statutory limits of Virginia</td>
</tr>
<tr>
<td>X</td>
<td>2. Employer’s Liability</td>
<td>$500,000 disease policy limit</td>
</tr>
<tr>
<td>X</td>
<td>3. Commercial General Liability</td>
<td>$1,000,000 CSL BI/PI each occurrence, $2 Million annual aggregate</td>
</tr>
<tr>
<td>X</td>
<td>4. Premises/Operations</td>
<td>$500,000 CSL BI/PI each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>X</td>
<td>5. Automobile Liability</td>
<td>$1 Million BI/PI each accident, Uninsured Motorist</td>
</tr>
<tr>
<td>X</td>
<td>6. Owned/Hired/Non-Owned Vehicles</td>
<td>$1 Million BI/PI each accident, Uninsured Motorist</td>
</tr>
<tr>
<td></td>
<td>7. Independent Contractors</td>
<td>$500,000 CSL BI/PI each occurrence, $1 Million annual aggregate</td>
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<tr>
<td></td>
<td>8. Products Liability</td>
<td>$500,000 CSL BI/PI each occurrence, $1 Million annual aggregate</td>
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<td></td>
<td>9. Completed Operations</td>
<td>$500,000 CSL BI/PI each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td></td>
<td>10. Contractual Liability (Must be shown on Certificate)</td>
<td>$500,000 CSL BI/PI each occurrence, $1 Million annual aggregate</td>
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<tr>
<td></td>
<td>11. Personal and Advertising Injury Liability</td>
<td>$1 Million each offense, $1 Million annual aggregate</td>
</tr>
<tr>
<td></td>
<td>12. Umbrella Liability</td>
<td>$1 Million Bodily Injury, Property Damage and Personal Injury</td>
</tr>
<tr>
<td></td>
<td>13. Per Project Aggregate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>14. Professional Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Architects and Engineers</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td></td>
<td>b. Asbestos Removal Liability</td>
<td>$2 Million per occurrence/claim</td>
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<tr>
<td></td>
<td>c. Medical Malpractice</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td></td>
<td>d. Medical Professional Liability</td>
<td>$ Limits as set forth in Virginia Code 8.01.581.15</td>
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<tr>
<td></td>
<td>15. Miscellaneous E&amp;O</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td></td>
<td>16. Motor Carrier Act End. (MCS-90)</td>
<td>$1 Million BI/PI each accident, Uninsured Motorist</td>
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<td>17. Motor Cargo Insurance</td>
<td></td>
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<td></td>
<td>18. Garage Liability</td>
<td>$1 Million Bodily Injury, Property Damage per occurrence</td>
</tr>
<tr>
<td></td>
<td>19. Garagekeepers Liability</td>
<td>$500,000 Comprehensive, $500,000 Collision</td>
</tr>
<tr>
<td></td>
<td>20. Inland Marine-Bailee’s Insurance</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>21. Moving and Rigging Floater</td>
<td>Endorsement to CGL</td>
</tr>
<tr>
<td></td>
<td>22. Crime and Employee Dishonesty Coverage</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>23. Builder’s Risk</td>
<td>Provide Coverage in the full amount of Contract, including any amendments</td>
</tr>
<tr>
<td></td>
<td>24. XCU Coverage</td>
<td>Endorsement to CGL</td>
</tr>
<tr>
<td></td>
<td>25. USL&amp;H</td>
<td>Federal Statutory Limits</td>
</tr>
<tr>
<td></td>
<td>26. Carrier Rating shall be A.M. Best Co.’s Rating of A-VII or better or equivalent</td>
<td></td>
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<td></td>
<td>27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action</td>
<td></td>
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<tr>
<td></td>
<td>28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability</td>
<td></td>
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<tr>
<td></td>
<td>29. Certificate of Insurance shall show Bid Number and Bid Title</td>
<td></td>
</tr>
<tr>
<td></td>
<td>30. OTHER INSURANCE REQUIRED:</td>
<td></td>
</tr>
</tbody>
</table>

---

**INSURANCE AGENT’S STATEMENT:**

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

**AGENCY NAME:**

**AUTH. SIGNATURE:**

---

**BIDDER’S STATEMENT:**

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

**BIDDER NAME:**

**AUTH. SIGNATURE:**

---

ITB No. 559-15

35
### AMM Scrap Iron and Steel Prices

#### CONSUMER BUYING PRICES

<table>
<thead>
<tr>
<th>DATE REVIEWED</th>
<th>Alabama</th>
<th>Arkansas</th>
<th>Delaware</th>
<th>Illinois</th>
<th>Indiana</th>
<th>Kentucky</th>
<th>Michigan</th>
<th>Missouri</th>
<th>New York</th>
<th>Ohio</th>
<th>Pennsylvania</th>
<th>South Carolina</th>
<th>Tennessee</th>
<th>Texas</th>
<th>Utah</th>
<th>Virginia</th>
<th>Washington</th>
<th>Wisconsin</th>
<th>Wyoming</th>
<th>Composites</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/08/14</td>
<td>384</td>
<td>349</td>
<td>304</td>
<td>031</td>
<td>381</td>
<td>357</td>
<td>384</td>
<td>032</td>
<td>381</td>
<td>357</td>
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<td>032</td>
<td>381</td>
<td>357</td>
<td>384</td>
<td>032</td>
<td>381</td>
</tr>
</tbody>
</table>

#### AMM INDEXES

- **Ferrone Scrap Export Index (Baltimore, evaluated 18/08/14)**: 376.25
- **HMS 1&2 (80/20) Major East Coast (F.o.b. New York)**: 321.25
- **HMS 1&2 (80/20) West Coast (F.o.b. Los Angeles)**: 338.20
- **Shredded Steel Scrap, East Coast (f.o.b. New York)**: 328.45
- **Midwest Scrap Export Index (Chicago, evaluated 08/08/14)**: 366.35
- **No. 1 heavy melt**: 380.00
- **No. 1 bushing**: 400.50
- **Shredded steel scrap**: 379.60
- **48in. Iron Ore Index (Macon, evaluated 18/08/14)**: 75.85

#### CONSUMER BUYING PRICE TRENDS

<table>
<thead>
<tr>
<th>DATE REVIEWED</th>
<th>Houston</th>
<th>Seattle/Portland</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/08/14</td>
<td>020</td>
<td>015</td>
</tr>
<tr>
<td>11/08/14</td>
<td>020</td>
<td>015</td>
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#### STAINLESS CONSUMER BUYING PRICES

<table>
<thead>
<tr>
<th>DATE REVIEWED</th>
<th>Stainless Steel Scrap Prices (S/Aux ton)</th>
<th>Stainless Steel Scrap Prices (A/S ton)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/08/14</td>
<td>2,000-2,500</td>
<td>1,500-1,550</td>
</tr>
<tr>
<td>12/08/14</td>
<td>1,850-1,900</td>
<td>1,750-1,800</td>
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</table>

#### STAINLESS STEEL SCRAP

<table>
<thead>
<tr>
<th>DATE REVIEWED</th>
<th>Stainless Steel Scrap (f.o.b.)</th>
<th>Canadian currency</th>
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<tbody>
<tr>
<td>12/08/14</td>
<td>67-69</td>
<td>66-69</td>
</tr>
<tr>
<td>13/08/14</td>
<td>66-68</td>
<td>64-67</td>
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<tr>
<td>14/08/14</td>
<td>64-60</td>
<td>62-61</td>
</tr>
<tr>
<td>15/08/14</td>
<td>60-59</td>
<td>58-58</td>
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#### DEALER SELLING PRICES

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</thead>
<tbody>
<tr>
<td>10/08/14</td>
<td>316</td>
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<td>145</td>
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#### EXPORT YARD BUYING PRICES

<table>
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<tr>
<th>DATE REVIEWED</th>
<th>Boston</th>
<th>L.A.</th>
<th>L.Y.</th>
<th>Pittsburgh</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/08/14</td>
<td>304</td>
<td>304</td>
<td>304</td>
<td>304</td>
</tr>
<tr>
<td>11/08/14</td>
<td>304</td>
<td>304</td>
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<td>304</td>
</tr>
</tbody>
</table>

#### STAINLESS STEEL SCRAP (S/Aux ton)

<table>
<thead>
<tr>
<th>DATE REVIEWED</th>
<th>Stainless Steel Scrap (S/Aux ton)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/08/14</td>
<td>450-650</td>
</tr>
<tr>
<td>13/08/14</td>
<td>460-700</td>
</tr>
</tbody>
</table>

---

**Scrap Prices Today**

Consumer buying price changes were made for: Arkansas/Tennessee, Hamilites
Consumer selling price changes were made for: Houston
Dealer selling price changes were made for: Atlanta, Buffalo, Houston

www.amm.com

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Prices are subject to the disclaimer appearing on the "latest exchanges" page.

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Prices effective Thursday, October 9, 2014
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 559-15

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 559-15 ("Main Agreement"), and made between Joseph Smith & Sons, Inc. 2001 Kenilworth Avenue, Capitol Heights, MD 20743 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Main Agreement by adding the CONDITIONS OF THE RIDER CLAUSE. The Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement, as follows:

* ADD THE FOLLOWING CLAUSE TO THE AGREEMENT:

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

a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.

b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.

c. The awardee is solely responsible for notification to the identified jurisdictions of the availability of the award.

d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

e. Participating jurisdictions will be permitted to purchase at contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the successful bidder and will be responsible for placing orders directly with the successful bidder, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.

f. Each participating jurisdiction has the option of executing a separate contract with the successful bidder. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of example:

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illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the successful bidder, 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 on the Bid Form. 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.

All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED
BY: Lynsay Wade
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 10/29/2014

JOSEPH SMITH & SONS, INC.

SIGNED
BY: John McGrawey
PRINT NAME: John McGrawey
AND TITLE: V.P.
DATE: 10/29/2014

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INVITATION TO BID NO. 559-15           CONTRACT AMENDMENT No. 1

Metropolitan Washington Council of Governments (COG) Rider Clause

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN
WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS’ COMMITTEE

A. If authorized by the bidder(s), resultant contract(s) will be
   extended to any or all of the listed members as designated by the bidder
   to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s)
   directly with the successful contractor. There shall be no obligation on
   the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of a
   bidder’s bid/proposal.

D. It is the awarded vendor’s responsibility to notify the members
   shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a
   separate contract with the awardee. Contracts entered into with a
   participating jurisdiction may contain general terms and conditions
   unique to that jurisdiction including, by way of illustration and not
   limitation, clauses covering minority participation, non-discrimination,
   indemnification, naming the jurisdiction as an additional insured under
   any required Comprehensive General Liability policies, and venue. If,
   when preparing such a contract, the general terms and conditions of a
   jurisdiction are unacceptable to the awardee, the awardee may withdraw
   its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs
   or damages incurred by another jurisdiction as a result of any award
   extended to that jurisdiction by the awardee.

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**BIDDER'S LEGAL NAME:**

**DATE OF BID:**

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