NOTICE OF AWARD OF CONTRACT

TO: SEE ATTACHED VENDOR LIST

DATE ISSUED: OCTOBER 31, 2011

CURRENT CONTRACT NO: 564-12

DSS: SNOW REMOVAL - WPCP, WASTEWATER LIFT STATIONS, TRADES CENTER

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you on September 29, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on SEPTEMBER 30, 2012.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 564-12 and the bid of the Contractor.

CONTRACT PRICING:

1) REFER TO CONTRACTORS' BID FORMS (ATTACHED)

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

ATTACHMENTS:

1) CONTRACTORS’ BID FORMS

2) INVITATION TO BID NO. 564-12

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: SEE ATTACHED VENDOR LIST

TELEPHONE NO.: SEE ATTACHED VENDOR LIST

VENDOR PAYMENT TERMS: NET 30 DAYS

EMAIL ADDRESS: SEE ATTACHED VENDOR LIST

TAX ID NUMBER (EIN/SSN): SEE ATTACHED VENDOR LIST

COUNTY CONTACT: PENNY NEWQUIST

TELEPHONE NO.: 703-228-4402

EMAIL ADDRESS: PNEWQUIST@ARLINGTONVA.US

COUNTY CONTACT: PENNY NEWQUIST

TELEPHONE NO.: 703-228-4402

EMAIL ADDRESS: PNEWQUIST@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Mr. Ashley Barnes
Procurement Officer

DATE: 10/31/11

DISTRIBUTION

VENDOR: 1

BID FOLDER: 2
CONTRACT 564-12 VENDOR LIST

ROCK HARD EXCAVATING
CONTACT: MIKE ARRINGTON
EMAIL: SHEPARDKM@GMAIL.COM
PHONE: 703-742-5444
TAX ID NUMBER: 54-1335297
ADDRESS: 1202 MONROE STREET
HERNDON, VA 20170

BRYAN’S COMPLETE LAWN SERVICES (BCLS)
CONTACT: ALLISON HICKMAN
EMAIL: AHICKMAN@BCLSINC.COM
PHONE: 804-752-0052
TAX ID NUMBER: 54-1947178
ADDRESS: 12134 WASHINGTON HIGHWAY
ASHLAND, VA 23005

SNOWREMOVALSERVICE.COM LLC
CONTACT: BRIAN SMITH
EMAIL: BSMITH@SNOWREMOVALSERVICE.COM
PHONE: 703-464-0000
TAX ID NUMBER: 26-1546375
ADDRESS: 45911 TRANS AMERICA PLAZA, UNIT 104
DULLES, VA 20166
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 564-12

REVISED BID FORM PAGE 1 OF 4

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

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 29, 2011

FOR PROVIDING SNOW REMOVAL SERVICES FOR WATER POLLUTION CONTROL PLANT, WASTEWATER LIFT STATIONS AND TRADES CENTER PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

A. Hourly rate of equipment (includes operator)

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 4WD Pick-up, ½-3 ton w/plow &amp; min 2cy spreader</td>
<td>$74 /Hr</td>
</tr>
<tr>
<td>2. Flatbed or stakebody w/plow &amp;/or spreader as needed</td>
<td>$74 /Hr</td>
</tr>
<tr>
<td>3. Bobcat w/plow &amp;/or spreader</td>
<td>$89 /Hr</td>
</tr>
<tr>
<td>4. Skid steer w/blade &amp;/or snow blower as needed</td>
<td>$89 /Hr</td>
</tr>
<tr>
<td>5. Crew member using snow blower, shovel, ice rake, spreader, brush, &amp; other tools as needed</td>
<td>$35 /Hr</td>
</tr>
</tbody>
</table>

6. Materials
   a. Cryotech | $150 /bag |
   b. Deicing agent | $30 /bag |
   c. Calcium chloride | $30 /bag |
   d. Magnesium chloride | $30 /bag |
   e. Sodium chloride (rock salt) | $20 /bag |

BIDDER NAME: **Rock Hard Excavating, Inc.**
B. ADDITIONAL, SPECIAL, AND NON-STANDARD EQUIPMENT (not included in bid evaluation) THE CONTRACTOR IS ADVISED THAT THIS LIST IS BY NO MEANS EXHAUSTIVE AND THAT THE RESPONSIBILITY OF PROVIDING THE SUPPLIES AND EQUIPMENT NECESSARY AND ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

- Backhoe $119/hr.
- Wheel Loader $174/hr.

C. REFERENCES: LIST AT LEAST THREE REFERENCES:

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TELEPHONE NUMBER</th>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlington Co. DES</td>
<td>(703)228-4451</td>
<td>James Menditto</td>
</tr>
<tr>
<td>The Wade Company</td>
<td>(703)524-6900</td>
<td>Lisa</td>
</tr>
<tr>
<td>Virginia Management</td>
<td>(702)358-002x5</td>
<td>Bill Lillis</td>
</tr>
</tbody>
</table>

D. DID THE BIDDER SUBMIT EVIDENCE OF OPERATOR EXPERIENCE AS REQUIRED ON PAGE 10?

YES X NO __________

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 Purchasing Agent'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.

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

BIDDER NAME: Rock Hard Excavating, Inc.
REVISED BID FORM PAGE 3 OF 4

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.

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

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

______________________________________________________________________________________________________________________________
______________________________________________________________________________________________________________________________

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

______________________________________________________________________________________________________________________________

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

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

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):

Marie Shepard

1202 Monroe Street

Herndon, VA 20170

BIDDER NAME: Rock Hard Excavating, Inc.
**REVISED BID FORM PAGE 4 OF 4**

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**

Michael Arrington

**PRINT NAME AND TITLE**

Michael Arrington President

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

**NAME (PRINTED):** Mike Arrington **TITLE:** President

**E-MAIL ADDRESS:** shepardkm@gmail.com **TEL. NO.:** 703-919-3908

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
<th>Rock Hard Excavating, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>1202 Monroe Street</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>Herndon, VA 20170</td>
</tr>
<tr>
<td>TELEPHONE NO.:</td>
<td>703-742-5444</td>
</tr>
<tr>
<td>FAX SIMILE NO.:</td>
<td>703-241-5756</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
<td>54-1335297</td>
</tr>
<tr>
<td>VA. CONTRACTOR LICENSE #:</td>
<td>2705058860A</td>
</tr>
</tbody>
</table>

**THIS FIRM IS A:**
- [X] 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:** 0275697-1

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 OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?** No

**BIDDER STATUS:** [ ] MINORITY OWNED: [ ] WOMAN OWNED: [X] NEITHER: 
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 564-12

REVISED BID FORM PAGE 1 OF 4

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22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER
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</tr>
<tr>
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<td>$55.00/HR</td>
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</tr>
<tr>
<td>5. Crew member using snow blower, shovel, ice rake, spreader, brush, &amp; other tools as needed</td>
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</tr>
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</tr>
<tr>
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<tr>
<td>b. Deicing agent</td>
<td>$19.50/Bag</td>
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<tr>
<td>c. Calcium chloride</td>
<td>$19.50/Bag</td>
</tr>
<tr>
<td>d. Magnesium chloride</td>
<td>$19.50/Bag</td>
</tr>
<tr>
<td>e. Sodium chloride (rock salt)</td>
<td>$4.75/Bag</td>
</tr>
</tbody>
</table>

BIDDER NAME: BLS
B. ADDITIONAL, SPECIAL, AND NON-STANDARD EQUIPMENT (not included in bid evaluation) THE CONTRACTOR IS ADVISED THAT THIS LIST IS BY NO MEANS EXHAUSTIVE AND THAT THE RESPONSIBILITY OF PROVIDING THE SUPPLIES AND EQUIPMENT NECESSARY AND ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

$______
$______
$______
$______

C. REFERENCES: LIST AT LEAST THREE REFERENCES:

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TELEPHONE NUMBER</th>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henrico County</td>
<td>804-205-8596</td>
<td>Desiree Broadway</td>
</tr>
<tr>
<td>Super Valu</td>
<td>804-746-6003</td>
<td>Sam Rice</td>
</tr>
<tr>
<td>Service Solutions</td>
<td>804-513-7032</td>
<td>Jeremy Schmidt</td>
</tr>
</tbody>
</table>

D. DID THE BIDDER SUBMIT EVIDENCE OF OPERATOR EXPERIENCE AS REQUIRED ON PAGE 10?

YES  /   NO

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BIDDER NAME: BCLS
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:

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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):

Linda Spencer
12134 Washington Avy
Ashland, VA 23005

BIDDER NAME: BCLS
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AUTHORIZED SIGNATURE: 

PRINT NAME AND TITLE: Allison Hickman - Sales

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): Allison Hickman TITLE: Sales

E-MAIL ADDRESS: ahickman@bcksinc.com TEL. NO.: 804-501-8330

SUBMITTED BY: (LEGAL NAME OF ENTITY) Bryan's Complete Lawn Services

ADDRESS: 12134 Washington Hwy

CITY/STATE/ZIP: Ashland, VA 23005

TELEPHONE NO.: (804) 752-0052 FACSIMILE NO.: (804) 752-0025

TAX ID NUMBER (EIN/SSN): 54-1997178 VA. CONTRACTOR LICENSE #: 3765 078391A

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? [ ] NO  [ ] YES

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: 0520965-5

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? [ ] NO  [ ] YES

BIDDER STATUS: MINORITY OWNED: [ ] WOMAN OWNED: [ ] NEITHER: [ ]
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 564-12
REVISED BID FORM PAGE 1 OF 4

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A. Hourly rate of equipment (includes operator)

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   w/plow a\& min 2cy spreader
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   w/plow &/or spreader
   as needed
   $105.00 /Hr

3. Bobcat w/plow &/or
   spreader
   $105.00

4. Skid steer w/blade &/or
   snow blower as needed
   $105.00 /Hr

5. Crew member using
   snow blower, shovel,
   ice rake, spreader, brush,
   & other tools as needed
   $50.00 /Hr

6. Materials
   a. Cryotech
      $68.00 /bag
   b. Deicing agent
      $9.00 /bag
   c. Calcium chloride
      $14.00 /bag
   d. Magnesium chloride
      $14.00 /bag
   e. Sodium chloride (rock salt)
      $10.60 /bag

BIDDER NAME: SnowRemovalService.com LLC
B. ADDITIONAL, SPECIAL, AND NON-STANDARD EQUIPMENT (not included in bid evaluation) THE CONTRACTOR IS ADVISED THAT THIS LIST IS BY NO MEANS EXHAUSTIVE AND THAT THE RESPONSIBILITY OF PROVIDING THE SUPPLIES AND EQUIPMENT NECESSARY AND ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

$__________

$__________

$__________

$__________

C. REFERENCES: LIST AT LEAST THREE REFERENCES:

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TELEPHONE NUMBER</th>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSF</td>
<td>404-289-2800</td>
<td>Latoria Woody</td>
</tr>
<tr>
<td>New York City</td>
<td>646-985-4836</td>
<td>Sherry Slesinger</td>
</tr>
<tr>
<td>800 Flowers</td>
<td>703-978-0711</td>
<td>M Fleegel</td>
</tr>
</tbody>
</table>

D. DID THE BIDDER SUBMIT EVIDENCE OF OPERATOR EXPERIENCE AS REQUIRED ON PAGE 10? YES ☑ NO __

The undersigned understands and acknowledges the following:

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BIDDER NAME: Snow Removal Service.com LLC.
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:

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________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

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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)

[Signature]

45911 Trans America Plaza Unit 1014

Dulles VA 20166

BIDDER NAME: SnowRemovalService.com LLC
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
Brian Smith CEO

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): Brian Smith
TITLE: CEO
E-MAIL ADDRESS: BSmith@SnowRemovalService.com
TEL. NO.: 703-464-0000

SUBMITTED BY: [LEGAL NAME OF ENTITY]
SnowRemovalService.com LLC

ADDRESS: 15911 Trans America Plaza Unit 104

CITY/STATE/ZIP: Dulles, VA 20166

TELEPHONE NO: 703-464-0000

FACSIMILE NO: 703-464-0811

TAX ID NUMBER (EIN/SSN): 201546375

VA. CONTRACTOR LICENSE #: N/A

THIS FIRM IS A: [SELECT APPROPRIATE OPTION]
- CORPORATION
- GENERAL PARTNERSHIP
- LIMITED PARTNERSHIP
- UNINCORPORATED ASSOCIATION
- LIMITED LIABILITY COMPANY
- SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? [YES/NO]

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: 52430965

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A
STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM
SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR
POLITICAL SUBDIVISION? [YES/NO]

BIDDER STATUS: [MINORITY OWNED/ WOMAN OWNED/ NEITHER]
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 564-12

AMENDMENT NUMBER 1

Arlington County Invitation to Bid No. 564-12 (PROVISION OF SNOW REMOVAL SERVICES AT THE WATER POLLUTION CONTROL PLANT, WASTEWATER LIFT STATIONS AND THE TRADES CENTER IN ARLINGTON COUNTY FOR UP TO A THREE (3) YEAR PERIOD) is amended as follows:

1. CHANGE ALL REFERENCES TO THE BID OPENING TIME AND DATE FROM:
   2:00 P.M. SEPTEMBER 22, 2011
   TO:
   2:30 P.M. SEPTEMBER 29, 2011

2. BIDDER QUESTIONS AND ANSWERS WILL BE POSTED IN A FORTHCOMING AMENDMENT.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

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

RECEIPT OF AMENDMENT NUMBER (1) IS ACKNOWLEDGED.

FIRM NAME: _____________________________________________________________

AUTHORIZED SIGNATURE: ___________________________________________ DATE: _________
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NO. 564-12

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511,
2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 22ND
DAY OF SEPTEMBER, 2011 FOR:

PROVISION OF SNOW REMOVAL SERVICES AT THE WATER POLLUTION CONTROL PLANT, WASTEWATER
LIFT STATIONS AND THE TRADES CENTER IN ARLINGTON COUNTY FOR UP TO A THREE (3) YEAR
PERIOD

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

AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE
SOLICITATION DOCUMENTS.

A pre-bid conference will be held at 10:00 a.m. on September 12, 2011 at 2701 S.
Taylor Street, Arlington, VA 22206 (Equipment Bureau). Two locations will be
visited. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be
recorded by the County and will be incorporated into the solicitation documents
through an amendment. Interested bidders are urged to attend.

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

Arlington County, Virginia
Office of the Purchasing Agent
Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

SPEC
I. 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. For a question to be considered, the subject line of the email must state the following: ITB No. 564-12 Questions. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

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

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

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

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

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

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

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

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

7. **EQUIVALENT EXPERIENCE AND REFERENCES – NOT USED**

8. **ERRORS IN EXTENSION**
Where the unit price and the extension price are at variance, the unit price will prevail.

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

10. **EXPENSES INCURRED IN PREPARING BID**
Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.
11. **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.

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

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

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

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

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

15. **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.

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

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

19. VIRGINIA CONTRACTOR LICENSE - NOT USED

20. BID WITHDRAWAL PRIOR TO BID OPENING
No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.
21. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING
After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

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 worksite(s).

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 the 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 may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

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. By submitting a bid, the bidder certifies that it will comply with this provision and ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

27. **METHOD OF AWARD**

Arlington County reserves the right to make the award on an aggregate or on a unit basis, whichever is considered by the Purchasing Agent, in his sole discretion, to be in the best interests of Arlington County. Bids identified by the bidder as being submitted in the aggregate or on an "all or none" basis will not be considered for award if the Purchasing Agent determines that it is in Arlington County's best interest to make a split award. Arlington County reserves the right to make the award to multiple bidders, under either an aggregate or unit price basis, but only if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

28. **INSURANCE REQUIREMENTS**

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

29. **NOTICE OF DECISION TO AWARD**

The County will post a written Notice of Decision to Award in the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).
II. SCOPE OF SERVICES

A. PURPOSE: The purpose of this solicitation is to establish a contract for up to a three (3) year period to provide snow and ice removal services for the Water Pollution Control Plant, wastewater lift stations, and Trades Center.

B. SCOPE OF WORK/REQUIREMENTS:

1. The Contractor shall furnish all labor, materials and equipment necessary to remove snow and ice from County locations in accordance with all terms, conditions and provisions of the contract on an ON-CALL, AS REQUIRED BASIS.

2. The Contractor shall respond "on site" no later than two (2) hours after receipt of a telephone request for service from the County's Project Officer or designee at the designated location.

The Contractor shall remove snow and ice from walkways, commuter trails, bus shelters and bus stops, roofs, and other areas as may be identified. Snow shall be stacked in areas designated by the County Project Officer(s), or their designee(s). Removed snow and ice shall not be placed on any public street, crosswalk, transit stop, or sidewalk nor may it obstruct street or pedestrian traffic. The County Project Officer may authorize removal of snow to an off-site location. If off-site removal is authorized, cost to be paid will be negotiated. All requests for service shall be completed prior to the next regularly scheduled business day (no later than by 7:00 A.M.). If the Contractor fails to appear within two (2) hours of notice, the County may order the work to be performed by others, with no compensation to the Contractor.

Due to the uncertainty of the timing of snow and ice accumulation, calls to begin may occur at any time, day or night, holidays included. The contractor shall ensure the availability and sufficient quantity of personnel and equipment for the purpose of performing the required snow removal services. The contractor's equipment and personnel are to be available at all times and on a 24 hour call basis.

3. The Contractor shall not proceed with snow or ice removal service without first having received notice to proceed from the County's Project Officer, or their designee. Using Agencies will order work as needed, on an emergency basis, or understanding instructions to the Contractor.

4. Surfaces shall have snow or ice removed by physical means (plow, brush, etc.) and through the application of melting agents (salt, calcium chloride, etc.) to achieve reasonably bare pavement for the safe passage of pedestrian and bicycle traffic. Walkways shall be cleared from edge to edge except where otherwise indicated or requested.

5. The Contractor shall have the capability of spreading sand, sand treated with melting agents (salt or other melting agents), or salt or other melting agents alone, if needed, at the discretion of the County's Project Officer or designee. Sand, salt, and other melting agents shall be
provided by the Contractor as necessary. Only chemicals that have been approved for use by the Environmental Protection Agency and the Virginia Department of Transportation are acceptable.

6. The Contractor understands and agrees that payment to the Contractor for materials used in the performance of any work under this Contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited. The price for materials provided to the County shall be reimbursed to the Contractor in the following manner:

The County will reimburse the Contractor on completion and acceptance of each assigned job only for those materials actually used in the performance of such job. The Contractor's request for payment shall be supported by invoices issued by the Contractor's supplier(s), detailing the materials used on the assigned job. No surcharge shall be added to the supplier(s) invoices or included in the Contractor's invoice submitted to the County which would increase the dollar amount indicated on the supplier(s) invoices for the materials used on the assigned job. All incidental costs of the Contractor, including profit, which may apply to the job must be included in the Contract hourly labor rates unless otherwise provided for in the Contract.

7. The hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, equipment or materials to the job site IS NOT chargeable directly, and must be included in the hourly rate bid for labor and equipment.

8. Service will be provided on a per-call, as needed basis, and shall be charged at the hourly rate bid, with increments of 1/4 of the hourly rate bid charged for each 1/4 hour of service after the first hour. The length of time allowed for service charges shall be measured from the time the contractor's on-site supervisor reports to the County's Project Officer or their designee that the snow removal equipment is in place and ready to begin work, until the completion of the last snow/ice removal requirement as approved by the County Project Officer or designee.

9. The Contractor shall furnish experienced equipment operators with good operating records, who are safety conscious and who exercise reasonable care in their performance of this service. All operators shall have at least one (1) year of experience in the operation of the equipment they are operating, and shall possess a valid Driver's, Chauffeur's, or Commercial Driver's License, as appropriate, issued by the Virginia Department of Motor Vehicles. Equipment operators who do not drive a vehicle are not required to possess these licenses. Bidder shall provide documentation of operators' one year experience in the equipment they are operating and documentation of valid Driver's, Chauffeur's, or Commercial Driver's License (CDL) issued by the Virginia Department of Motor Vehicles.

10. All work performed under the contract shall be supported by a legible service call receipt prepared by the Contractor.
a. Each service call receipt shall reflect the job site activity including time of arrival of equipment, type of equipment, number of operators, and departure time.

b. The service call receipt shall be certified at the termination of the service call by the signature of the County's Project Officer or their designee. A copy of the executed service call receipt will be provided to the Contractor.

c. Each Using County Department will process a blanket purchase order covering their estimated need for the contract term. The Contractor's invoice shall reference the Agency's purchase order number, include a legible copy of the service call receipt, and be submitted to the appropriate using Agency.

C. Bid Submission:

a. Sidewalks and parking lots within the Water Pollution Control Plant, sidewalks along the public streets adjacent to the WPCP, and from access driveways to ten (10) wastewater lift stations. The main entrance to the WPCP is at 3402 S. Glebe Road, Arlington, VA 22202.

b. Sidewalks and parking lots within the Trades Center exclusive of Arlington Public Schools property and the sidewalk on S. Arlington Mill Drive adjacent to the Trades Center. This work includes the upper level of the Trades Center Parking Structure. Only a pickup with and plow and/or spreader or a flatbed with a plow and or spreader shall be used to remove snow on this structure, and only CRYOTECH Deicing materials shall be used. The upper level contains 182 parking spaces. The entrance to the Trades Center is via S. Taylor Street off of S. Arlington Mill Drive.
III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 564-12.

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide snow removal services at the locations identified herein. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work under this Agreement will commence on the date of execution of this Agreement by the County, and shall be completed no later than September 30, 2011 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by 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 (4) additional twelve (12) month periods from October 1, 2012 to September 30, 2016 (Each such period shall referred to as a "Subsequent Contract Term").

4. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County’s Invitation to Bid No. 564-12 at the prices provided in the bid of the Contractor.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Amount/unit price shall remain firm for at least the Initial Contract Term. The Contract Amount/unit price for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the Contract Amount or unit 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 March of each year of the Contract.

If the Contractor and the County do not agree on a contract price or amount for a Subsequent Contract Term Contract Amount/unit price using the procedure set forth
above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the Contract's term. The Contract Amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the next Subsequent Contract Term.

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

7. **PROJECT STAFF**
The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

8. **BACKGROUND CHECK**
Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

9. **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 therefore 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.
10. **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 County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

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

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

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

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

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

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

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

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods 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, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract.

14. 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 Contractors provides services without a signed County Purchase Order, it does so at its own risk and expense.

15. WARRANTY
All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer at the time of delivery. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

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

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

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

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.
23. **SAFETY**
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

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

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

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

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

25. **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.

26. **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.

27. **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.

28. **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.

29. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

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

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

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

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

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

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

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

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

31. **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.

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

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

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

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

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

34. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

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

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

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

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

36. 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 offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal
value, present or promised unless consideration of substantially equal or greater value was exchanged.

37. **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.

38. **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, 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, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

39. **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.

40. **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.

41. **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.

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

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

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

43. 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 or 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION;

25
564-12
RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

55. 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.

56. 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.

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

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

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

AND

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

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

59. 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.

60. HIPAA COMPLIANCE — INTENTIONALLY OMITTED

61. ADA COMPLIANCE — INTENTIONALLY OMITTED

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

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

64. 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, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, 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, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies except Workers Compensation and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.

e. Cancellation - All insurance policies required by this Contract 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 with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

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

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 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' certificates of insurance to the County immediately upon request by the County.

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 and the alternative coverage(s) 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. 564-12

BID FORM PAGE 1 OF 4

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

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 22, 2011

FOR PROVIDING SNOW REMOVAL SERVICES FOR WATER POLLUTION CONTROL PLANT, WASTEWATER LIFT STATIONS AND TRADES CENTER PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

A. Hourly rate of equipment (includes operator)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Hours</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 4WD Pick-up, ¾-3 ton w/plow a&amp; min 2cy spreader</td>
<td>60</td>
<td>$__________</td>
<td>$____</td>
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<tr>
<td>2. Flatbed or stakebody w/plow &amp;/or spreader as needed</td>
<td>60</td>
<td>$__________</td>
<td>$____</td>
</tr>
<tr>
<td>3. ATV w/plow &amp;/or spreader</td>
<td>40</td>
<td>$__________</td>
<td>$____</td>
</tr>
<tr>
<td>4. Skid steer w/blade &amp;/or snow blower as needed</td>
<td>30</td>
<td>$__________</td>
<td>$____</td>
</tr>
<tr>
<td>5. Crew member using snow blower, shovel, ice rake, spreader, brush, &amp; other tools as needed</td>
<td>25</td>
<td>$__________</td>
<td>$____</td>
</tr>
<tr>
<td>6. TOTAL BID</td>
<td></td>
<td></td>
<td>$____</td>
</tr>
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</table>

B. ADDITIONAL, SPECIAL, AND NON-STANDARD EQUIPMENT (not included in bid evaluation) THE CONTRACTOR IS ADVISED THAT THIS LIST IS BY NO MEANS EXHAUSTIVE AND THAT THE RESPONSIBILITY OF PROVIDING THE SUPPLIES AND EQUIPMENT NECESSARY AND ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

$__________

$__________

$__________

$__________

BIDDER NAME: ____________________________________

30

564-12
BID FORM PAGE 2 OF 4

C. REFERENCES: LIST AT LEAST THREE REFERENCES:

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TELEPHONE NUMBER</th>
<th>CONTACT PERSON</th>
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<td>2.</td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. DID THE BIDDER SUBMIT EVIDENCE OF OPERATOR EXPERIENCE AS REQUIRED ON PAGE 10?

YES____ NO____

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 Purchasing Agent'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.

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

Please mark one:

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

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

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

BIDDER NAME: ________________

31
564-12
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-COLLABORATION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-63.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

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

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

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

BIDDER NAME:
<table>
<thead>
<tr>
<th>NAME (PRINTED):</th>
<th>TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-MAIL ADDRESS:</td>
<td>TEL. NO.:</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:</th>
</tr>
</thead>
</table>

| ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A |
| STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED |

| IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM |
| SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR |
| POLITICAL SUBDIVISION? |

<table>
<thead>
<tr>
<th>BIDDER STATUS:</th>
<th>MINORITY OWNED:</th>
<th>WOMAN OWNED:</th>
<th>NEITHER:</th>
</tr>
</thead>
</table>
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO Bid NO. 564-12

AMENDMENT NUMBER 2

Arlington County Invitation to Bid No. 564-12 (PROVISION OF SNOW REMOVAL SERVICES AT THE WATER POLLUTION CONTROL WPCP, WASTEWATER LIFT STATIONS AND THE TRADES CENTER IN ARLINGTON COUNTY FOR UP TO A THREE (3) YEAR PERIOD) is amended as follows:

I. ANSWERS TO BIDDER QUESTIONS

1. Q: Provide an estimate of square feet of area to be cleared.

   A: Wastewater Lift Stations: -50,000 sf.
   WPCP & exterior sidewalks: -385,000 sf.
   2900 Eads St. Warehouse: -10,000 sf.
   Trades Center Parking Structure: -50,000 sf.
   Trades Center & S. Arlington Mill Drive Sidewalks: -30,000 sf.

2. Q: Where can snow be piled during a snow event?

   A: See attached maps. One shows potential locations as the WPCP currently exists. The second shows potential locations with upcoming construction, which is expected to start in October 2011.

   Sidewalks would be cleared toward the fence of the WPCP and surrounding facilities (31st Street Lot and 2900 S. Eads St. Warehouse).

   Depending on WPCP activities on any given day, these locations could change. The County will notify the Contractor of these changes.

   Snow from the Trades Center parking structure shall be dumped off the side of the structure at a location designated by the County.

   Snow on sidewalks shall not be deposited on the roads.

3. Q: Is there a meeting location onsite/parking to convene crews during an Event?

   A: Attachments provided. Depending on WPCP activities on any given day, these locations could change. The County will notify the Contractor of these changes.

   The Trades Center location will be determined after Contract award.

4. Q: Can bidders who did not attend the pre-bid conference still arrange to tour the WPCP?

   A: Yes, bidders may contact Greg Bruno at 703-228-6821 to arrange a visit.

5. Q: The uneven surfaces throughout the WPCP make this very challenging. What can the WPCB to identify manhole covers, valve covers and other uneven surfaces to prevent damage to these structures?

   A: A couple of possibilities can be coordinated with the contractor.
6. Q: Describe how the contractors will gain access to the WPCP complex.

A: Access will be through the gates, which will be open depending on the time of day, or contact the shift supervisor who can open the gates.

For the lift stations, only Windy Run is gated, which is currently open, but which can be remotely opened at the WPCP.

2900 S. Eads Street Warehouse has a gate which is usually open, but can be opened manually by WPCP personnel.

7. Q: What types of deicing materials are allowed? Are there any restrictions regarding the materials that can be used?

A: The County requires approval of proposed deicing material. Rock salt, Calcium chloride, magnesium chloride, or equivalent can be used, but County approval is required. Only Cryotech shall be used on the Trades Center Parking Structure and stairwells.

8. Q: Are there any special equipment needs?

A: Each station and facility has site differences that may require some or all of the following: trucks with plows, snow blowers, manual shoveling, manual spreaders, truck and manual application of deicing materials, etc.

Only a bobcat shall be used to remove snow from the Trades Center parking structure due to weight limits and height barriers at the entrance to the structure.

Lift station surfaces:

a. All except Windy run have either asphalt or concrete surfaces. Windy Run has a gravel surface.

b. Marcey Creek Station: This station has downhill access which gets pretty slippery in wet situations. This has an asphalt surface.

9. Q: When does snow have to be cleared? How many inches before activation?

A. In general, the County’s Snow Removal Ordinance will be followed. Bidders can find the Snow Removal Ordinance at the following link: http://www.arlingtonva.us/portals/topics/TopicsWeatherWinter.aspx

Activation is dependent upon the nature of the event and predicted snowfall and/or ice accumulation. Generally, when one inch (1") of snow has accumulated, the County will activate snow removal crews. In the instance of ice, activation will most likely occur when a trace of ice has accumulated.

II: LOCATIONS AND MAPS

1. Add as Exhibit A: Wastewater Lift Station Addresses

2. Add as Exhibit B: Location Maps
III. REPLACE THE BID FORM WITH THE REVISED BID FORM ATTACHED.

IV. REPLACE THE SCOPE OF SERVICES WITH THE REVISED SCOPE OF SERVICES ATTACHED.

V. ADD THE FOLLOWING LANGUAGE TO PARAGRAPH NUMBER 27 (METHOD OF AWARD) ON PAGE 7 OF THE SOLICITATION:

Award will be based on an award formula, which will be sealed until date and time of the bid opening.

The balance of the solicitation remains unchanged.

Arlington County, Virginia
Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

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

RECEIPT OF AMENDMENT NUMBER (2) IS ACKNOWLEDGED.

FIRM NAME: __________________________________________

AUTHORIZED SIGNATURE: ________________________________ DATE: ______________
ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
INVITATION TO BID NO. 564-12  

REVISED BID FORM PAGE 1 OF 4

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

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 29, 2011

FOR PROVIDING SNOW REMOVAL SERVICES FOR WATER POLLUTION CONTROL PLANT,  
WASTEWATER LIFT STATIONS AND TRADES CENTER PER THE TERMS, CONDITIONS  
AND SPECIFICATIONS OF THIS SOLICITATION:

A. Hourly rate of equipment (includes operator)  

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<th>Hourly Rate</th>
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<td>$_______ /Hr</td>
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<tr>
<td>5. Crew member using snow blower, shovel, ice rake, spreader, brush, &amp; other tools as needed</td>
<td>$_______ /Hr</td>
</tr>
</tbody>
</table>
| 6. Materials  
  a. Cryotech | $_______ /bag |
|  b. Deicing agent | $_______ /bag |
|  c. Calcium chloride | $_______ /bag |
|  d. Magnesium chloride | $_______ /bag |
|  e. Sodium chloride (rock salt) | $_______ /bag |

BIDDER NAME: ________________________________
B. ADDITIONAL, SPECIAL, AND NON-STANDARD EQUIPMENT (not included in bid evaluation) THE CONTRACTOR IS ADVISED THAT THIS LIST IS BY NO MEANS EXHAUSTIVE AND THAT THE RESPONSIBILITY OF PROVIDING THE SUPPLIES AND EQUIPMENT NECESSARY AND ESSENTIAL FOR PERFORMING WORK SPECIFIED IN THE CONTRACT RESTS WITH THE CONTRACTOR:

$________________
$________________
$________________
$________________

C. REFERENCES: LIST AT LEAST THREE REFERENCES:

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
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<tr>
<td>1.__________________</td>
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<td>2.__________________</td>
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<td>3.__________________</td>
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</tbody>
</table>

D. DID THE BIDDER SUBMIT EVIDENCE OF OPERATOR EXPERIENCE ASREQUIRED ON PAGE 10?

Yes____ No____

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 Purchasing Agent’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.

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution

BIDDER NAME: ________________________________
stated that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

_____________________________________________________

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

_____________________________________________________

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

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

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):

_____________________________________________________

_____________________________________________________

_____________________________________________________

BIDDER NAME: ________________________________
REVISED BID FORM PAGE 4 OF 4

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): ______________________________ TITLE: ______________________________

E-MAIL ADDRESS: ______________________________ TEL. NO.: ______________________________

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.: ______________________________ FACSIMILE NO.: ______________________________

TAX ID NUMBER (EIN/SSN): ______________________________ VA. CONTRACTOR LICENSE #: ______________________________

THIS FIRM IS A:  • INSERT NAME OF STATE

____ CORPORATION,  ____ GENERAL PARTNERSHIP,  ____ LIMITED PARTNERSHIP,

____ UNINCORPORATED ASSOCIATION,  ____ LIMITED LIABILITY COMPANY,

____ SOLE PROPRIETORSHIP

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

BIDDER STATUS:  MINORITY OWNED:  WOMAN OWNED:  NEITHER:

564-12 Amendment Number 2: Revised Bid Form
II. REVISED SCOPE OF SERVICES

A. PURPOSE: The purpose of this solicitation is to establish a contract for up to a three (3) year period to provide snow and ice removal services for the Water Pollution Control Plant (WPCP), wastewater lift stations, and Trades Center.

B. SCOPE OF WORK/REQUIREMENTS:

1. The Contractor shall furnish all labor, materials and equipment necessary to remove snow and ice from County locations in accordance with all terms, conditions and provisions of the contract on an ON-CALL, AS REQUIRED BASIS.

2. The Contractor shall respond "on site" no later than two (2) hours after receipt of a telephone request for service from the County's Project Officer or designee at the designated location.

Activation is dependent upon the nature of the event and predicted snowfall and/or ice accumulation. Generally, when one inch (1") of snow has accumulated, the County will activate snow removal crews. In the instance of ice, activation will most likely occur when a trace of ice has accumulated.

3. The Contractor shall remove snow and ice from main driveways, parking lots, access driveways, entrances, exits, sidewalks, and other areas as may be identified. Snow shall be stacked in areas designated by the County Project Officer(s), or their designee(s). Removed snow and ice shall not be placed on any public street, crosswalk, transit stop, or sidewalk nor may it obstruct street or pedestrian traffic. The County Project Officer may authorize removal of snow to an off-site location. If off-site removal is authorized, cost to be paid will be negotiated. All requests for service shall be completed prior to the next regularly scheduled business day (no later than by 7:00 A.M.). If the Contractor fails to appear within two (2) hours of notice, the County may order the work to be performed by others, with no compensation to the Contractor.

Due to the uncertainty of the timing of snow and ice accumulation, calls to activate may occur at any time, day or night, holidays included. The contractor shall ensure the availability and sufficient quantity of personnel, equipment, and materials for the purpose of performing the required snow removal services. The contractor's equipment and personnel are to be available at all times and on a 24 hour call basis.

4. Access to facilities and work sites shall be arranged through the County Project Officer. At the Trades Center, a single gate secures the site. At the WPCP, access is through gates on S. Fern Street, which will open automatically during the day by the contacting the shift supervisor; a telephone number will be provided after Contract award. One lift station is gated and can be opened remotely by County staff. The warehouse at 2900 S. Eads Street has one gate which is usually open but can also be manually opened by WPCP staff.

5. The Contractor shall not proceed with snow or ice removal service without first having received notice to proceed from the County's Project Officer, or their designee.
6. Surfaces shall have snow or ice removed by physical means (plow, brush, shovel, etc.) and through the application of melting agents (salt, calcium chloride, etc.) to achieve reasonably bare pavement for the safe passage of pedestrian and bicycle traffic. Walkways shall be cleared from edge to edge except where otherwise indicated or requested.

7. The Contractor shall have the capability of spreading sand, sand treated with melting agents (salt or other melting agents), or salt or other melting agents alone, if needed, at the discretion of the County's Project Officer or designee. Sodium chloride (rock salt), calcium chloride, magnesium chloride or similar agents may be used upon approval of the County Project Officer. Sand, salt, and other melting agents shall be provided by the Contractor as necessary. Only chemicals that have been approved for use by the Environmental Protection Agency and the Virginia Department of Transportation are acceptable.

8. The Contractor understands and agrees that payment to the Contractor for materials used in the performance of any work under this Contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited. The price for materials provided to the County shall be reimbursed to the Contractor in the following manner:

The County will reimburse the Contractor on completion and acceptance of each assigned job only for those materials actually used in the performance of such job. The Contractor’s request for payment shall be supported by invoices issued by the Contractor’s supplier(s), detailing the materials used on the assigned job. No surcharge shall be added to the supplier(s) invoices or included in the Contractor’s invoice submitted to the County which would increase the dollar amount indicated on the supplier(s) invoices for the materials used on the assigned job. All incidental costs of the Contractor, including profit, which may apply to the job must be included in the Contract hourly labor rates unless otherwise provided for in the Contract.

9. The hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, equipment or materials to the job site IS NOT chargeable directly, and must be included in the hourly rate bid for labor and equipment.

10. Service will be provided on a per-call, as needed basis, and shall be charged at the hourly rate bid, with increments of 1/4 of the hourly rate bid charged for each 1/4 hour of service after the first hour. The length of time allowed for service charges shall be measured from the time the contractor's on-site supervisor reports to the County's Project Officer or their designee that the snow removal equipment is in place and ready to begin work, until the completion of the last snow/ice removal requirement as approved by the County Project Officer or designee.

11. The Contractor shall furnish experienced equipment operators with good operating records, who are safety conscious and who exercise reasonable care in their performance of this service. All operators shall have at least one (1) year of experience in the operation of the equipment they are operating, and shall possess a valid Driver's Chauffeur's, or
Commercial Driver's License, as appropriate, issued by the Virginia Department of Motor Vehicles. Equipment operators who do not drive a vehicle are not required to possess these licenses. Bidder shall provide documentation of operators' one year experience in the equipment they are operating and documentation of valid Driver's, Chauffeur's, or Commercial Driver's License (CDL) issued by the Virginia Department of Motor Vehicles.

12. All work performed under the contract shall be supported by a legible service call receipt prepared by the Contractor.
   a. Each service call receipt shall reflect the job site activity including time of arrival of equipment, type of equipment, number of operators, and departure time.
   b. The service call receipt shall be certified at the termination of the service call by the signature of the County's Project Officer or their designee. A copy of the executed service call receipt will be provided to the Contractor.
   c. Each Using County Department will process a blanket purchase order covering their estimated need for the contract term. The Contractor's invoice shall reference the Agency's purchase order number, include a legible copy of the service call receipt, and be submitted to the appropriate using Agency.

13. REFERENCES
   Bidders shall list three (3) references on the Revised Bid Form for similar service work during the past three (3) years on a scale similar to that of the requirements of this solicitation. One reference should come from a government entity.

C. Bid Submission:
   a. Sidewalks, parking lots, and driving areas within the WPCP, sidewalks along the public streets adjacent to the WPCP, Warehouse located at 2900 S. Eads Street, and from access driveways to fourteen (14) wastewater lift stations. The main entrance to the WPCP is at 3402 S. Glebe Road, Arlington, VA 22202.
   b. Sidewalks and the parking structure within the Trades Center exclusive of Arlington Public Schools property and the sidewalk on S. Arlington Mill Drive adjacent to the Trades Center. This work includes the upper level of the Trades Center Parking Structure. Only a bobcat with plow and/or spreader, and only CRYOTECH Deicing materials shall be used on the Trades Center parking structure. The three (3) stairwells in the parking structure shall also be cleared of snow and ice. The upper level contains 182 parking spaces. The entrance to the Trades Center is via S. Taylor Street off of S. Arlington Mill Drive.
<table>
<thead>
<tr>
<th>NAME OF STATION/LOCATION</th>
<th>STREET ADDRESS</th>
<th>ADJACENT OR CROSS STREETS LOCATED TO STATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DONALDSON RUN SEWAGE PUMPING STATION ***</td>
<td>2929 NORTH MILITARY RD.</td>
<td>30TH STREET NORTH</td>
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<tr>
<td>DOVER RUN PUMPING STATION</td>
<td>2801 NORTH QUEBEC ST.</td>
<td>N. RANDOLPH STREET</td>
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<td>GULF RUN SEWAGE PUMPING STATION ***</td>
<td>3611 NORTH MILITARY RD.</td>
<td>36TH ROAD NORTH &amp; NATURE CENTER</td>
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<tr>
<td>KIRKWOOD RUN SEWAGE PUMPING STATION</td>
<td>1616 KIRKWOOD RD.</td>
<td>WASHINGTON BLVD, &amp; 17TH STREET NORTH</td>
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<td>LUCKY RUN METERING STATION</td>
<td>2350 SOUTH WALTER REED DR.</td>
<td>ARLINGTON MILL DRIVE</td>
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<tr>
<td>MARCEY CREEK SEWAGE PUMPING STATION</td>
<td>2685 MARCEY RD.</td>
<td>NORTH MILITARY ROAD &amp; BEECHWOOD PLACE</td>
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<tr>
<td>NATIONAL CENTER EJECTOR POT STATION</td>
<td>2525 SOUTH EADS ST.</td>
<td>26TH STREET SOUTH &amp; US ROUTE 1</td>
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<td>PALISADES SEWAGE PUMPING STATION</td>
<td>2220 NORTH SCOTT ST.</td>
<td>21ST ROAD NORTH &amp; NORTH TAFT STREET</td>
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<tr>
<td>RIVER CREST SEWAGE PUMPING STATION</td>
<td>3560 NORTH 36TH RD.</td>
<td>NORTH MILITARY ROAD &amp; 36TH ROAD</td>
</tr>
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<td>RIVER ESTATES EJECTOR STATION</td>
<td>3533 NORTH 36TH ST.</td>
<td>N. POLLARD STREET TO ROBERTS LANE TO N. MONROE THEN TO 36TH STREET NORTH</td>
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<tr>
<td>RIVERWOOD PUMPING STATION</td>
<td>2770 NORTH NELSON ST.</td>
<td>NELLY CUSTIS &amp; NORTH NELSON STREET</td>
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<tr>
<td>ROACHES RUN SEWAGE PUMPING STATION</td>
<td>550 SOUTH CLARK ST.</td>
<td>15TH STREET SOUTH &amp; OLD JEFFERSON DAVIS HWY.</td>
</tr>
<tr>
<td>WINDY RUN SEWAGE PUMPING STATION</td>
<td>2500 NORTH KENMORE ST.</td>
<td>LORCOM LANE &amp; FILMORE STREET</td>
</tr>
<tr>
<td>UPPER PIMMITT METERING STATION ***</td>
<td>3912 NORTH DUMBARTON ST.</td>
<td>OLD DOMINION DRIVE TO 36TH STREET TO DUMBARTON STREET</td>
</tr>
</tbody>
</table>

* Area includes parking areas.
WPCP Snow Removal Base Plan:
-1-Highest Priority/6 Lowest on Plant, but all removal of snow on plant is high priority.
-These priorities can change depending on such things as chemical delivery schedule, etc.
---Sidewalk: snow needs to be removed per Board snow regulations.
-Final paving to be done after construction-varying heights throughout Plant.
-Hatches and manholes are scattered throughout plant site.
-Contractors must follow Plant safety plan
-Contractors must follow “Hotworks” protocol if within 20 feet of methanol building (no smoking, no cell phones)