



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

CONTRACT AWARD COVERPAGE

TO: TRAFFIC SYSTEMS, LLC 7390 MERRITT PARK DR, STE 160 MANASSAS, VIRGINIA 20190	DATE ISSUED: _____ CONTRACT NO: 24-DES-ITB-456 CONTRACT TITLE: STREETLIGHT POLES, APPUTENANCES AND MAST ARMS
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-ITB-456 including any attachments or amendments thereto.

EFFECTIVE DATE: APRIL 15, 2024
EXPIRES: APRIL 14, 2025
RENEWALS: THIS IS THE X YEAR AWARD NOTICE OF A POSSIBLE X YEAR CONTRACT.
COMMODITY CODE(S): PROVIDE AT LEAST ONE COMMODITY CODE
LIVING WAGE: Y or N

ATTACHMENTS:
 AGREEMENT No. 24-DES-ITB-456
 ATTACHMENT A – INSERT ATTACHMENT NAME

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

VENDOR CONTACT: RANDALL W. DOMINICK **VENDOR TEL. NO.:** (703) 530-9655
EMAIL ADDRESS: RANDY@TRAFFICSYSTEMS.US
COUNTY CONTACT: SANTOSH NEUPANE(DES/TE&O) **COUNTY TEL. NO.:** (703) 228-0778
COUNTY CONTACT EMAIL: SNEUPANE@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

_____ **Sheri Butler** **Title** **Procurement Officer** **Date** **3/15/2024** _____



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

AGREEMENT NO. 24-DES-ITB-456

THIS AGREEMENT is made, on April 15, 2024, between Traffic Systems LLC, 7390 Merritt Park Drive, Suite 160 Manassas, Virginia 20109 ("Contractor") authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, the bid of the successful Bidder (hereinafter "Contractor"), and Arlington County (hereinafter "County") Invitation to Bid No. 24-DES-ITB-456.

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

2. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents (the "Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is to for the provision of streetlight poles, appurtenances, and mast arms. It will be the Contractor's responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on April 15, 2024 and must be completed no later than April 14, 2025 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than

four (4) additional 12-month periods, from April 15, 2025 to April 14, 2029 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until [Date] ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Producer Price Index, Table 9, not Seasonally Adjusted ("PPI") for the 12 months of statistics available at the time of the Contract's renewal. Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 6 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work or goods that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

7. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

8. NO WAIVER OF RIGHTS

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

9. NON-APPROPRIATION

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

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. DELIVERY

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

13. WARRANTY

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

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

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris (“Waste”). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration (“OSHA”) requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 (“Standard”). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets (“MSDS”) for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County’s refusal of goods under this section or rejection of MSDS.

18. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

19. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

20. UNSATISFACTORY WORK

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

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

22. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

23. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

24. *SEXUAL HARASSMENT POLICY

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

25. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30

days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

26. INDEMNIFICATION

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

including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

27. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

28. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

29. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

30. ETHICS IN PUBLIC CONTRACTING

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

31. COUNTY EMPLOYEES

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

32. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

33. AUTHORITY TO TRANSACT BUSINESS

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

34. RELATION TO COUNTY

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

35. ANTITRUST

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

36. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents

to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate 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 at any time during the term of this Contract.

37. ASSIGNMENT

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

38. AMENDMENTS

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

39. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

40. DISPUTE RESOLUTION

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

41. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

42. ARBITRATION

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

43. NONEXCLUSIVITY OF REMEDIES

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

44. NO WAIVER

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

45. SEVERABILITY

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

46. ATTORNEY'S FEES

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

47. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

48. HEADINGS

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

49. AMBIGUITIES

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

50. NOTICES

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

TO THE CONTRACTOR:

Randall W. Dominick, President
7390 Merritt Park Drive, Suite 160
Manassas, Virginia 20109
Phone: (703) 530-9655
Email: randy@trafficsystems.us

TO THE COUNTY:

Santosh Neupane, Project Officer
Department of Environmental Services
Traffic Engineering and Operations
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201
Phone: (703) 228-0778
Email: sneupane@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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

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

51. ARLINGTON COUNTY BUSINESS LICENSES

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

52. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

53. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. 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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Risk – cyber risk and/or technology errors and omissions coverage, for the Contractor and its personnel, with a minimum limit of \$2,000,000 per occurrence. The policy must cover Arlington County and its Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage arising out of the Contractor’s equipment, products, services, or software under this Contract. If the policy is written on a claims-made basis: (i) the Contractor must maintain the policy for at least four years after the last date that the Contractor provides equipment, products, services, or software under this Contract or the applicable warranty period, whichever is longer; and (ii) the policy must include a retroactive coverage date before the first date that the Contractor provides any equipment, products, services or software under this Contract.

At a minimum, the insurance must include the following coverages: (a) privacy breach (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems with no exclusion or restriction for unencrypted portable devices or media; (f) indirect and consequential damages arising out of a cyber-related event; and (g) first-party losses of the County to cover the costs of forensic and/or technical teams hired to investigate any security incident, attorney’s fees, notifying affected individuals, running a centralized call center, two years of credit monitoring services for impacted individuals, and preparing and filing all required notices with governmental authorities, agencies and interested parties.

- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

56. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TRAFFIC SYSTEMS LLC

AUTHORIZED SIGNATURE:  AF42432F0097449...

AUTHORIZED SIGNATURE:  DE10507460C74EA...

NAME: Sheri Butler

NAME: Randall w Dominick

TITLE: Procurement Officer

TITLE: President

DATE: 4/17/2024

DATE: 4/15/2024

EXHIBIT A SPECIFICATIONS

I. GENERAL REQUIREMENTS

- A. The Contractor shall provide streetlight poles and equipment, including but not limited to the following:
- Luminaire arms;
 - Transformer base and covers;
 - Arm adapters, and
 - Appurtenances.
- B. The Contractor shall adhere to standard drawings and the specifications of this ITB at <https://transportation.arlingtonva.us/streets/street-lights/lighting-standards-specifications-updates/>, including specifications on the appearance and style of the streetlight poles and equipment. The streetlight poles and equipment must resemble the current equipment as close as possible. The Contractor shall carefully read over these [Standards](#) in its entirety, pay close attention to Sections 14070, 14080, and 14090.
- C. The Contractor shall provide streetlight pole standard drawings, manufacturing pricing and delivery costs as detailed in the Price Schedule Notes.

II. FOUNDATION DRAWING REQUIREMENTS

- A. Within Fourteen (14) consecutive calendar days, from receiving a Purchase Order from the County, the Contractor shall submit pole foundation drawings in either AutoCAD or PDF format. The drawings must be in compliance with Foundation Specifications and shall comply with the following:
- [AASHTO](#), VDOT design specifications,
 - Assumed loadings provided in the Specifications or the load of poles and equipment proposed for manufacturing.
- B. The County will review and verify the drawings are in compliance with the design intent requirements/standards and conform to County existing pole styles and aesthetics.
- C. The PDF drawings must be sealed by a licensed Virginia Professional Engineer.

III. OPTIONAL FOUNDATION DESIGN DRAWING SERVICES

- A. Special Foundation Design
- The County, at its sole discretion, may require foundation designs different from those outlined in the standard Specifications. The Work may include, but not limited to, the following:
 - i. Spread foundations
 - ii. Special design streetlight poles
 - iii. Atypical soil conditions.

IV. CONTRACTOR RESPONSIBILITIES – FOUNDATION DESIGN

- A. Design intent shall be in accordance with Section 2(a) above.

- B. Detailed Foundation Drawings must be submitted in PDF and AutoCAD format.
- C. PDF drawings must be stamped by a licensed Commonwealth of Virginia Professional Engineer.
- D. Design calculations must be sealed by a licensed Commonwealth of Virginia Professional Engineer.
- E. Payment shall be measured and paid for per each foundation design per Attachment A

V. DELIVERY

The Contractor shall include an identification tag affixed with project name, pole height, and Purchase Order number to the bottom of each pole base. The Contractor shall ship the streetlight poles and equipment as follows:

- Poles must be wrapped with cardboard, covered with a suitable plastic wrapping envelope for shipping via a commercial carrier,
 - Poles shipped by flatbed must be wrapped in plastic and bundled but do not require cardboard wrapping.
- B. The Contractor shall be responsible for delivering the materials to the locations identified below or other locations identified in Arlington County.
 - C. All deliveries shall be Freight On Board Destination (FOB) and delivered to the following addresses/locations:
 - a. **Trades Center delivery address:**

Transportation Engineering and Operations Streetlight Section
4300 29th Street South Arlington, VA 22206
Attn: County Warehouse Coordinator (703-228-0086)
 - b. **Warehouse No. 4 delivery address:**

Transportation Engineering and Operations Arlington County
1435 North Quincy Street Arlington, VA 22201
Attn: County Warehouse Coordinator (703-228-0086)
 - D. All deliveries shall be made Monday through Friday, excluding [County holidays](#), between the hours of 6:30 A.M. and 3:00 P.M. Eastern Standard Time.
 - E. The County Warehouse Coordinator must be notified three (3) consecutive days before delivery. The notice must consist of a telephone number and e-mail confirmation to include the following:
 - Copy of packaging slip
 - Shipment number
 - Tracking number
 - Expected date and time of delivery

F. The County Warehouse Coordinator can be contacted at:

Arlington County Trades Center

4300 29th Street South

Arlington, VA 22206

Phone: (703-228-0086)

G. Arlington County reserves the right to refuse an entire shipment if prior notice is not received.

VI. LEAD TIME

A. The Contractor is required to submit Shop Drawings (if applicable) sealed by a licensed Commonwealth of Virginia Professional Engineer for orders with special design features.

- The Shop Drawing submittals must be submitted to the Project Officer, for review and approval, within two (2) weeks of receipt of an order and deliver the order of streetlight poles, accessories, and foundations within ninety (90) consecutive days from the placement of the County's order.

B. The Contractor shall provide written shipping notification to the Project Officer at the time of shipment. The shipping notification will serve as the completion date for the lead time and must include the following:

- Copy of packaging slip
- Shipment number
- Tracking number
- Expected date and time of delivery

C. The Contractor shall deliver the order within the timeframe noted in Paragraph A (above) upon Submittal approval and order placement, by the Project Officer.

VII. REPLACEMENT PARTS

A. Replacement parts must be compatible with the poles, equipment and accessories listed in the Specifications.

B. Colors and materials must also match.

C. Replacement parts must be ready to install, i.e., with required hardware, equipment, and accessories.

D. The lead time for replacement and miscellaneous parts shall be no more than forty- five (45) consecutive calendar days, excluding delivery/shipment time.

Arlington County Government
EXHIBIT B - PRICE SCHEDULE

NAME OF OFFEROR OR CONTRACTOR					SOLICITATION OR CONTRACT NUMBER	
Traffic Systems, LLC dba Traffic Systems & Technology					24-DES-ITB-456	
SCOPE OF WORK						
The Contractor shall provide all materials, hardware, and manufacturing certifications for streetlight poles and accessories necessary to supply the items outlined below and in accordance with the contract document.						
ITEM NUMBER	DESCRIPTION OF OFFERED ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	
SECTION I - COMPOSITE POLES						
Direct-Buried Round Tapered Composite Roadway Light Poles						
1.1	25 ft. Mounting height direct-buried round tapered composite roadway light pole	10	EA	\$ 2,594.40	\$25,944.00	
1.2	30 ft. Mounting height direct-buried round tapered composite roadway light pole	10	EA	\$3,114.00	\$31,140.00	
On-Foundation Round Tapered Composite Roadway Light Poles						
1.3	25 ft. Mounting height on-foundation round tapered composite roadway light pole	10	EA	\$4,314.00	\$43,140.00	
1.4	30 ft. Mounting height on-foundation round tapered composite roadway light pole	10	EA	\$4,860.00	\$48,600.00	
Decorative Post-Top Fiberglass Streetlight Poles						
1.5	12 ft. On-foundation decorative post-top composite streetlight pole	5	EA	\$4,677.60	\$23,388.00	
1.6	14 ft. On-foundation decorative post-top composite streetlight pole	5	EA	\$4,929.60	\$24,648.00	
1.7	16 ft. On-foundation decorative post-top composite streetlight pole	5	EA	\$5,706.00	\$28,530.00	
1.8	12 ft. Direct-buried decorative post-top composite streetlight pole	5	EA	\$2,826.00	\$14,130.00	
Accessories						
1.9	Clamshell base for direct-buried post-top composite streetlight pole	10	EA	\$1,452.00	\$14,520.00	
Foundation Design Drawings						
1.10	Foundation design for round tapered composite roadway light pole	2	EA	\$750.00	\$1,500.00	
SUB-TOTAL					\$255,540.00	
SECTION II - ALUMINUM POLES						
Octaflute Aluminum Dual Arm Roadway Light Poles						
2.1	30 ft. Mounting height octaflute aluminum roadway light pole - Galvanized	10	EA	\$4,722.00	\$47,220.00	
2.2	30 ft. Mounting height octaflute aluminum roadway light pole - Black	10	EA	\$5,022.00	\$50,220.00	
Octaflute Aluminum Rear Mount Roadway Light Poles						
2.3	30 ft. Mounting height octaflute aluminum rear mount roadway light pole - Black	10	EA	\$5,226.00	\$52,260.00	
Decorative Post-Top Aluminum Poles						
2.4	12 ft. Decorative post-top aluminum streetlight pole	5	EA	\$2,442.00	\$12,210.00	
2.5	14 ft. Decorative post-top aluminum streetlight pole	5	EA	\$2,662.00	\$13,310.00	

2.6	16 ft. Decorative post-top aluminum streetlight pole	60	EA	\$2,827.00	\$169,620.00
	Accessories				
2.7	6 ft. Upsweep ornamental aluminum luminaire arm - Galvanized	20	EA	\$1,230.50	\$24,610.00
2.8	6 ft. Upsweep ornamental aluminum luminaire arm - Black	5	EA	\$1,276.50	\$6,382.50
2.9	6 ft. S-Curve aluminum luminaire arm - Galvanized	5	EA	\$1,150.00	\$5,750.00
2.10	6 ft. S-Curve aluminum luminaire arm - Black	5	EA	\$1,196.00	\$5,980.00
2.11	Decorative post-top aluminum dual arm	50	EA	\$1,006.50	\$50,325.00
2.12	Decorative single arm for rear-mount octaflute pole - Black	10	EA	\$748.00	\$7,480.00
2.13	Aluminum arm adapter for teardrop fixture - Black	10	EA	\$484.00	\$4,840.00
2.14	Transformer base (T-Base) for aluminum roadway light pole - Galvanized	20	EA	\$562.50	\$11,250.00
2.15	Transformer base (T-Base) for aluminum roadway light pole - Black	20	EA	\$587.50	\$11,750.00
2.16	Aluminum T-Base cover hinged for 17 in. T-Base - Galvanized	20	EA	\$74.75	\$1,495.00
2.17	Aluminum T-Base cover screwed for 17 in. T-Base - Galvanized	20	EA	\$46.00	\$920.00
2.18	Aluminum T-Base cover hinged for 20 in. T-Base - Galvanized	20	EA	\$80.50	\$1,610.00
2.19	Aluminum T-Base cover screwed for 20 in. T-Base - Galvanized	20	EA	\$64.40	\$1,288.00
2.20	Aluminum T-Base cover hinged for 17 in. T-Base - Black	20	EA	\$97.75	\$1,955.00
2.21	Aluminum T-Base cover screwed for 17 in. T-Base - Black	20	EA	\$69.00	\$1,380.00
2.22	Aluminum T-Base cover hinged for 20 in. T-Base - Black	20	EA	\$103.50	\$2,070.00
2.23	Aluminum T-Base cover screwed for 20 in. T-Base - Black	20	EA	\$74.75	\$1,495.00
2.24	Plastic T-Base cover screwed for 17 in. T-Base - Silver	40	EA	\$46.00	\$1,840.00
2.25	Plastic T-Base cover screwed for 20 in. T-Base - Silver	40	EA	\$51.75	\$2,070.00
2.26	Plastic T-Base cover screwed for 17 in. T-Base - Black	40	EA	\$63.25	\$2,530.00
2.27	Plastic T-Base cover screwed for 20 in. T-Base - Black	40	EA	\$69.00	\$2,760.00
2.28	Foundation design for 30 ft. dual arm octaflute aluminum roadway light pole	1	EA	\$750.00	\$750.00
2.29	Foundation design for 16 ft. dual arm decorative post-top aluminum streetlight pole	1	EA	\$750.00	\$750.00
	SUB-TOTAL				\$496,120.50
	SECTION III - DECORATIVE POST-TOP STEEL POLES				
3.1	16 ft. Decorative post-top steel streetlight pole	10	EA	\$2,850.00	\$28,500.00
	Accessories				
	Foundation Design Drawings				
3.2	Foundation design for decorative post-top steel streetlight pole	1	EA	\$750.00	\$750.00
	SUB-TOTAL				\$29,250.00
Grand Total					\$780,911.00

