



DEPARTMENT OF MANAGEMENT AND FINANCE
Office of the Purchasing Agent

2100 Clarendon Blvd., Suite 501 Arlington, VA 22201
TEL 703-228-3410 FAX 703-228-3409 EMAIL purchasing@arlingtonva.us www.arlingtonva.us

February 18, 2020

VIA E-MAIL AND U.S. MAIL

Mr. Chandergupt S Bajwa, President
Electrifiers, Inc.
2378 Warrenton Road
Fredericksburg, Virginia 22406

RE: Arlington County Government Contract No. 20-130-7-8, entitled," Furnish and Install Rapid Flash Beacons at Four (4) Intersections in Arlington County"

Dear Mr. Bajawa:

This is to advise you that I, Shirley Diamond, have been designated as the Procurement Officer for the above referenced Contract. I am empowered to enter into the Contract on behalf of Arlington County, to take all actions and exercise all authority within the approved funding limits permitted under this Contract.

The Project Officer, Daniel Nabors, is responsible for the day-to-day implementation of the Contract and can be reached by telephone at 703-228-3426 or e-mail at dnabors@arlingtonva.us.

Except as otherwise provided in the Contract document no oral statement of any person and no written statement of anyone other than the Procurement Officer shall modify or otherwise affect the terms or meaning of the Contract document and Exhibits. All requests for interpretation or modification, shall be made in writing to the Procurement Officer through the Project Officer.

I'm enclosing the Contract document for your review and signature. Upon receipt of the executed Contract I will sign and send you a fully executed document for your files. Should you have any questions, please feel free to contact me at 703-228-3424 or via e-mail at stdiamond@arlingtonva.us.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Shirley Diamond".

Shirley Diamond
Procurement Officer

Enclosure

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

CONTRACT NO. 20-130-7-8

STATE PROJECT #99999-900-23030748

FEDERAL PROJECT #: HSIP-5B01 (069), HSIP 5B01 (070), HSIP-5B01 (071)

Project (NFO) 6700-000-884, N501

Project (NFO) 6710-000-885, N501

Project (NFP) 0029-000-886, N501

This Contract is made on the day of execution by Arlington County between Electrifiers, Inc. a Virginia Corporation, located at 2378 Warrenton Road, Fredericksburg, Virginia 22406, authorized to do business in the Commonwealth of Virginia and the County Board, Virginia (County). The County and the Contractor for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of Contract No. 20-130-7-8 and the following Exhibits:

Exhibit A – Construction Drawings-PSAP RRFB Safety Improvements

Exhibit B – Arlington County Traffic Signal Specifications

Exhibit C - Electrifiers, Inc.-Bid Form

Exhibit D – Electrifiers, Inc.-Price Schedule

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".

1. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents (the "Work"), more particularly described in the Scope of Work, Special Conditions and Special Conditions as wet forth in the Contract documents. The primary purpose of the Work is to deliver and install Rectangular Rapid Flashing Beacons at Four (4) Intersections in Arlington County.

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.

2. 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.

3. CONTRACT TERM

Work under this Contract shall commence upon the date of the full execution of the Agreement by the County and shall be completed One-Hundred Eighty (180) calendar days following the commencement date.

No Work will be deemed complete until it is accepted by the County's Project Officer.

4. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services at the prices set forth in Exhibit B.

5. 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 Forty-Five (45) days after receipt of an invoice for completed Work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. Retainage will only be allowed if the Contractor's progress or performance has been identified as unsatisfactory as described in VDOT's Specifications.

When it has been determined that the Contractor's progress or performance is satisfactory once again, any previously withheld retainage must be released. This does not preclude the County from withholding payment for unsatisfactory or incomplete work, failure to provide proper documentation (example: Buy America), and failure to provide required submittals and schedule, if any. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

6. PAYMENT OF SUB-CONTRACTORS

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 sub-contractor under this Contract:

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

The Contractor is obligated to pay interest to the sub-contractor on all amounts owed by the Contractor to the sub-contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for Work performed by the sub-contractor under this Contract, except for amounts withheld as allowed in Sub-Section (b) above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of One Percent (1%) per month.

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

The Contractor's obligation to pay an interest charge to a sub-contractor 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.

7. LIQUIDATED DAMAGES

Time is of the essence under this Contract. The Work shall be completed within the Contract Term. The County and the Contractor agree that damages for failure to achieve Final Completion of the Work by the date specified under the Contract Term are not susceptible to exact determination but that **\$350.00 per calendar day** is in proportion to the actual loss that the County would suffer from such a delay.

As detailed in Section 4-Contract Term, the Work shall be completed in One-Hundred Eighty (180) calendar days from full execution of the Contract by the County. The County shall be entitled to deduct Liquidated Damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense as to the validity of any Liquidated Damages on ground that Liquidated Damages are void as penalties or are not reasonably related to actual charges.

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 Freight on Board (FOB), destination in Arlington County as Transportation, handling and all related charges are included in the unit prices or discounts 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.

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.

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 sub-contractors 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 sub-contractor 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 (10) consecutive calendar 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. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

18. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or materials that the Contractor or its sub-contractor provide or install may contain asbestos. The Contractor any asbestos-containing goods, equipment and material, including 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 Fifteen (15) consecutive calendar 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, national origin, age or 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.

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 sub-contractor 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 do the following:

- (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;
- (iv) Include the provisions of the foregoing clauses in every sub-contract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each sub-contractor or vendor.

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

24. 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 sub-contractors. 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 Fifteen (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.

25. INDEMNIFICATION

The Contractor covenants for itself, its employees and its sub-contractors 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 sub-contractors, in performance or non-performance 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.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that, in providing services under this Contract neither the Contractor nor any sub-contractor 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 sub-contractors 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 sub-contractors 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.

27. 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 sub-contractors 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 sub-contractors or third parties related to this Contract.

28. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and sub-contractors 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 sub-contractors are informed of and abide by this requirement.

29. 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 sub-contractor; 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.

30. 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.

31. 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.

32. 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.

33. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or sub-contractors 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.

34. 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.

35. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least Five (5) years 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 Fifteen (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 Thirty (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, the Contractor must give the County, at a minimum, Thirty (30) days' notice and must not dispose of the documents if the County objects.

36. 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.

37. AMENDMENTS

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

38. 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.

39. 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 Sixty (60) days after the final payment. In case of conflict or inconsistency between state or local contract language and federal rules, the federal rules or most conservative approach must be taken.

The time limit for a final written decision by the County Manager is Thirty (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.

40. 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.

41. ARBITRATION

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

42. NON-EXCLUSIVITY 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.

43. 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.

44. 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.

45. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

46. 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.**

47. 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.

48. 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.

49. 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:

**Chandergupt S Bajwa, President
Electrifiers, Inc.
2378 Warrenton Road
Fredericksburg, Virginia 22406
Telephone: 540-286-2600**

TO THE COUNTY"

**Dan Nabors, Design Engineer Team Supervisor
Arlington county Government
Department of Environmental Services
2100 Clarendon Boulevard
Suite 900
Arlington , Virginia 22201
Telephone: 703-228-3426**

AND

**Shirley Diamond, Procurement Officer
Arlington County Government
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 501
Arlington, Virginia 22201
Telephone: 703-228-3424**

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. CONTRACTOR PERFORMANCE

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the life of the Contract. At a minimum, evaluations will be completed a Fifty Percent (50%) completion of the Work or within Sixty (60) calendar days from Final Completion of the Project and prior to Final Payment being made to the Contractor. The evaluations will address the Contractor's Work quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer will be responsible for completing the evaluations and will provide a copy to the Contractor and the County Procurement Officer.

II. SCOPE OF WORK

The Contractor shall provide all labor, tools, goods, materials, equipment, supplies, incidentals and technical support to furnish, delivery and install Rectangular Rapid Flashing Beacons (RRFB's) at the following Four (4) intersections in Arlington County:

- 1. George Mason Drive and 4th Street North (Solar Power RRFB)**
- 2. Washington Boulevard and 9th Street North (Solar Power RRFB)**
- 3. Lee Highway and Nelson Street (Solar Power RRFB)**
- 4. Washington Boulevard and 4th Street North ("Plan A" identified for electric power (Base Bid); "Plan B" for Solar Power (Add-Alternate #1).**

The above pedestrian safety improvements projects are funded by through the Highway Safety Improvement Pedestrian Program as a part of the Virginia Department of Transportation Pedestrian Safety Action Plan.

(See Exhibit A for construction plans for the four RRFB locations)

III. SPECIAL CONDITIONS

1. All work shall comply with following requirements:
 - Arlington County Traffic Signal Standards & Specifications (ACTSS) (See Attachment C)
 - Arlington County Construction Standards & Specifications (See Attachment E)
 - VDOT Road and Bridge Specifications (latest editions)
 - Manual of Uniform Traffic Control Devices (MUTCD)
 - National Electrical Manufacturers Association (NEMA)
2. The Contractor shall submit a bar graph schedule indicating the start and finish dates for proposed construction activities. When accepted by the Project Officer, such schedules will govern the work. The Contractor must obtain written acceptance of the proposed schedule from the Project Officer within Ten (10) working days from the commencement date. Review and acceptance by the County of the Contractor's schedule of completion will in no way relieve the Contractor of its responsibility to complete the work within the contract time limit.
3. Work hours are as follows:
 - Arlington County Right-Of-Way – 9:00 AM to 4:00 PM (Monday – Friday)
 - VDOT Right-Of-Way – 9:30 AM to 3:00 PM (Monday-Thursday) and 9:30 AM to 2:00 PM (Friday)
 - All lanes will be fully open to traffic outside the above hours.
4. No separate payment will be made by the County for mobilization and/or demobilization.
5. No separate payment will be made by the County for Maintenance of Traffic (MOT). All costs of MOT will be considered incidental to the contract and shall be distributed among other paid items.

Due to the Scope of Work a MOT plan has **NOT** been prepared for this project; however, the following is required by the Contractor:

- At a minimum, one (1) employee who is certified by VDOT in Basic Work Zone Traffic Control who will be responsible for the placement, maintenance and removal of Work Zone Traffic Control Devices within the project limits in compliance with the permit requirements and conditions, the Virginia Work Area Protection Manual and the Manual of Uniform Traffic Control Devices;
 - An Employee certified by VDOT in Intermediate Work Zone Traffic Control shall be on-site to provide supervision during Work Zone adjustments or changes to traffic control due to field conditions. **These employees shall provide evidence of these certifications upon request from Arlington County personnel.**
6. The Contractor shall provide submittals for all materials being used under this contract to the County's Project Officer for review and approval, all submittals shall be made so as to cause no delay in the project, allowing reasonable time for review and approval by the Project Officer. All submittals shall be submitted at least ten (10) business days prior to placing an order.
 7. The Contractor shall be responsible for bringing all equipment on site for each installation.

8. The Contractor shall be responsible for providing safe walkways for pedestrians within or around the Construction area.
9. The Contractor shall comply with all applicable local, state and federal erosion and sediment control regulations during land disturbance activities.
10. The Work shall be performed in accordance with Arlington County Noise Control Ordinance.
11. The Contractor shall be responsible for securing their Work area for safety and security.
12. County will acquire VDOT Land Use Permit, however, the Contractor is responsible for obtaining an Arlington County Right of Way (ROW) permit for work within the Arlington County ROW and Transportation ROW Permit for parking restrictions. Upon request, the County will assist the Contractor in obtaining this permit.
13. The Contractor shall confine its construction and presence to Arlington County's right-of-way only.
14. The Contractor shall acquire staging and storage area(s) for this project.
15. Replacement of signs or sign posts due to damages caused during construction, shall be at the Contractor's expense. The Contractor shall verify the new location of existing signs with the Project Officer prior to installing them. The cost of removing and relocating existing signs is considered incidental to work and no separate payments will be made.
16. No separate payment will be made by the County for Surveying. All costs of Surveying will be considered incidental to the contract and will be included in other paid items.
17. Site restoration work including but not limited to concrete sidewalk, asphalt pavement, pavement markings, seeding and sodding resulting from the construction of this work shall be considered incidental to the contract and no additional payment shall be made for this work.
18. The Contractor shall coordinate energization and installation of the meter with Dominion Energy at the AC powered RRFB location, the Contractor shall ensure coordination with Dominion Energy from the early stages of construction to deliver the project on time.

IV. SUPPLEMENTAL SPECIFICATIONS

Under Arlington County Traffic Signal Specifications (Exhibit B) add the following to **Section 13183: Rectangular Rapid Flash Beacon Assemblies (RRFB), Sub-Section 2 Materials**;

- (f) RRFB units shall be powder-coated black.

Add the following *Sub-Section* to **Section 13183: Rectangular Rapid Flash Beacon Assemblies (RRFB); WARRANTY**

- a) All goods and materials provided to the County will 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.
- b) At the time of purchase the Contractor shall provide a detailed written warranty for all devices and components specified with their bid against defects in materials and workmanship. No date other than the date of Final Acceptance, by the County, at the designated location, will govern the effective date of the warranty, unless the date is agreed upon by the County and Contractor in advance and in writing.
- c) All goods and materials shall be guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for a minimum of One (1) year from the date of the Final Acceptance by the County if the manufacturer's or supplier's warranty is less than One (1) year.

In the case that the manufacturer's warranty exceeds One (1) year, no additional warranty is required. Specific requirements for equipment and material warranties are included in the Arlington County traffic and Streetlight Specification. Where the ACTSS warranty requirements differ from the One (1) year minimum, the longer of the Two (2) will apply.

- d) All costs of labor, parts and transportation from the Contractor shall be borne by the Contractor for the duration of the warranty period.
- e) When a malfunction is identified by the County within the period of warranty, the Contractor shall address the malfunction within Three (3) weeks of the report by the County's Project Officer. If the repair for the malfunction requires additional time outside of the three-week window, the Contractor must provide a documented explanation and shall coordinate with the County's Project Officer to determine an appropriate deadline for repair.

EXHIBITS AND FORMS

EXHIBIT – A

CONSTRUCTION DRAWINGS -PSAP RRFB SAFETY IMPROVEMENTS

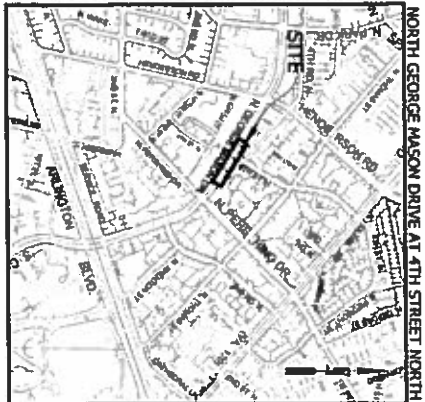


ARLINGTON VIRGINIA

ENGINEER
DEPARTMENT OF
ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
OPERATIONS BUREAU
2100 CLARENDON BOULEVARD, SUITE 900
ARLINGTON, VA 22201
FAX: 703.228.3719 WWW.ARLINGTONVA.US

OWNER
DEPARTMENT OF
ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
TRANSPORTATION ENGINEERING &
OPERATIONS BUREAU
2100 CLARENDON BOULEVARD, SUITE 900
ARLINGTON, VA 22201
FAX: 703.228.3719 WWW.ARLINGTONVA.US

CONSTRUCTION DRAWINGS FOR:
PSAP RRB SAFETY IMPROVEMENTS
LEE HIGHWAY AT NORTH NELSON STREET
NORTH GEORGE MASON DRIVE AT 4TH STREET NORTH
WASHINGTON BOULEVARD AND 9TH ST NORTH
WASHINGTON BOULEVARD AND 4TH STREET NORTH
STATE PROJECT #: 99898-900-23030748
FEDERAL PROJECT #: HSIP-5B01 (068), HSIP-5B01 (070), HSIP-5B01 (071)
Project (NFO) 6700-000-884, NS01
Project (NFO) 6710-000-885, NS01
Project (NFO) 0029-000-886, NS01
UPC: 114670, 114671, 114672



CONTACT INFORMATION

DANIEL NABORS, PE
DESIGN ENGINEER, TEAM SUPERVISOR
TRANSPORTATION ENGINEERING & OPERATIONS BUREAU
ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
2100 CLARENDON BOULEVARD, SUITE 900 ARLINGTON, VA 22201
P: 703.228.3725
dnabors@arlingtonva.us

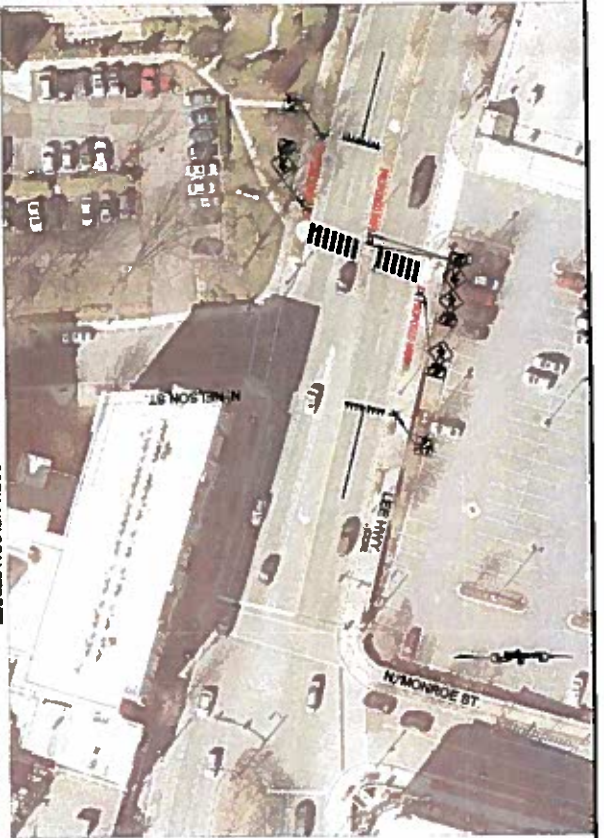
NICK DAVIS, PE, PRDGE
PROJECT MANAGER, TRANSPORTATION SPECIALIST III
ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
4075 ALLIANCE DRIVE, FARMAN, VA 22080
P: 703.228.2237
C: 571.328.8859
ndavis@arlingtonva.us

FUNCTIONAL CLASSIFICATION AND TRAFFIC DATA			
ROADWAY	TRUCKS	TRUCKS	TRUCKS
LOCAL	10	10	10
STATE	10	10	10
FEDERAL	10	10	10

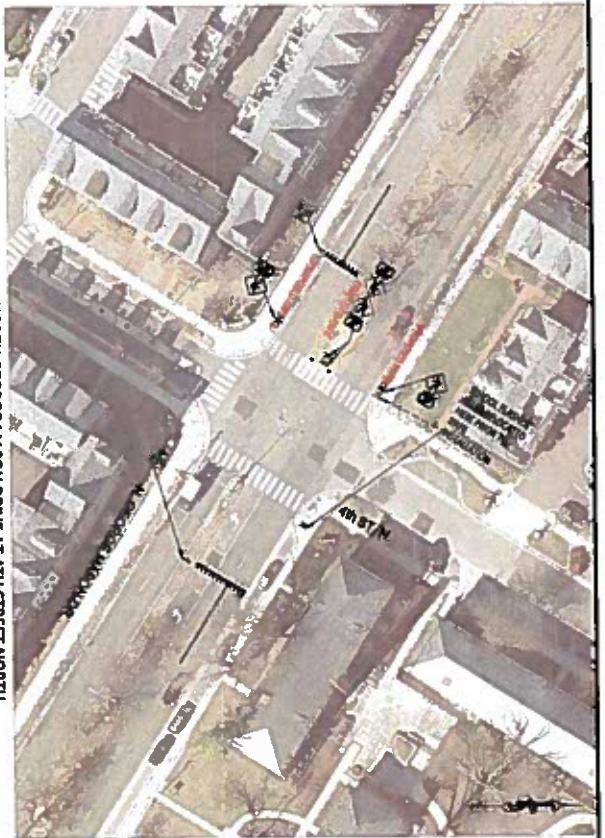
DATE	APPROVED FOR CONSTRUCTION
DATE	APPROVED FOR CONSTRUCTION
DATE	APPROVED FOR CONSTRUCTION



Project Name and Location
PSAP RRB SAFETY IMPROVEMENTS
COVERSHEET



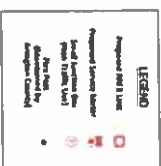
LOCATION 1: LEE HIGHWAY AT NORTH NELSON STREET



LOCATION 2: NORTH GEORGE MASON DRIVE AT 4TH STREET NORTH



LOCATION 3: WASHINGTON BOULEVARD AT 9TH STREET NORTH



Project Name and Location

Sign and Marking Plan

Rectangular Rapid Flashing Beacon Projects
Various Locations



ARLINGTON
VIRGINIA

DEPARTMENT OF
ENVIRONMENTAL SERVICES

Transportation Planning and
Construction Division
2700 Courthouse Road, Suite 200
Arlington, VA 22204
Tel: 703.221.7279

Approval: _____ Date: _____
Checked by: _____
Reviewed by: _____
Approved by: _____
Signature: _____
Title: _____

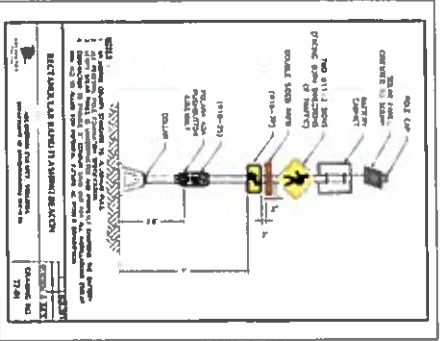
Designed by: _____
Checked by: _____
Reviewed by: _____
Approved by: _____
Signature: _____
Title: _____

ADDITIONAL NOTES (FOR ALL LOCATIONS)

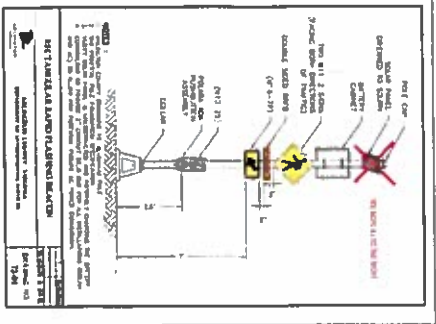
- THESE PLAN SHEETS ARE INTENDED FOR COORDINATING THE PLACEMENT OF RECTANGULAR RAPID FLASHING BEACONS AT VARIOUS SITES. MAJORITIES ARE NOT BEING PROPOSED AS PART OF THIS PROJECT.
- PLEASE REFER TO NOTES ON SHEET 1 & 2 FOR PLACEMENT OF RRB'S IN AREAS WHERE CONFLICTING POLES OR UTILITIES ARE PRESENT.
- FOR LOCATION 4 - THE CONTRACTOR IS TO USE "PLAN A" FOR THE INSTALLATION OF ELECTRIC POWERED RRB'S UNITS, IF THE COUNTY FINDS THAT THE ELECTRIC PROVIDER CANNOT SOURCE POWER TO THIS LOCATION, THE CONTRACTOR SHALL USE "PLAN B" FOR THE INSTALLATION OF SOLAR POWERED RRB'S UNITS.

RECTANGULAR RAPID FLASHING BEACON (RRB) SPECIFICATION

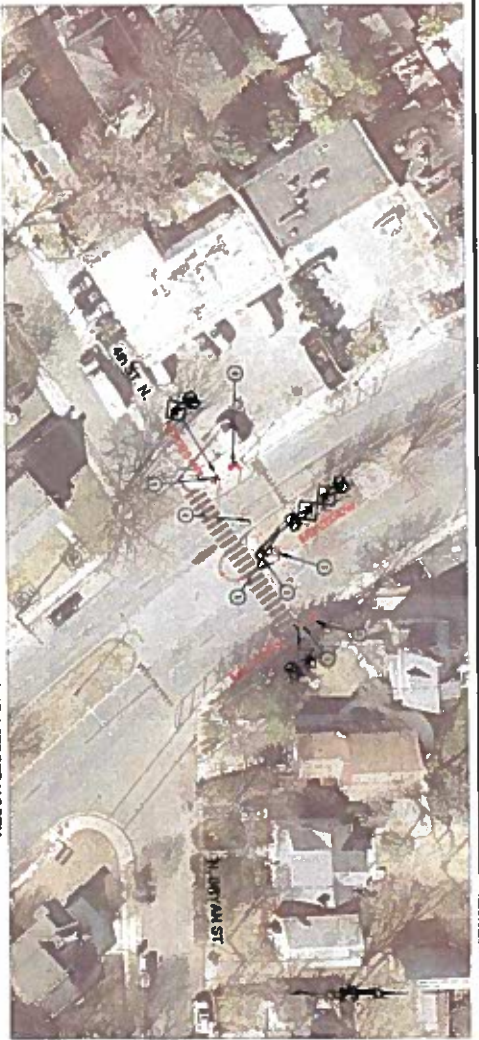
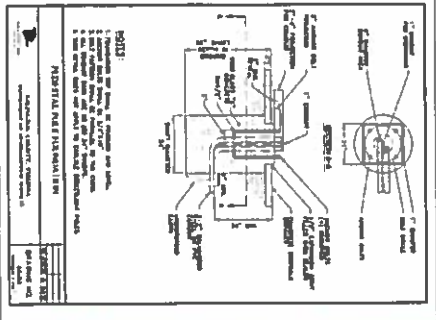
(FOR LOCATIONS 1, 2, 3, 4B)



RECTANGULAR RAPID FLASHING BEACON (RRB) SPECIFICATION
(FOR LOCATION 4A)



PEDESTAL POLE FOUNDATION SPECIFICATION
(FOR ALL LOCATIONS)



LOCATION 4 - PLAN A: WASHINGTON BOULEVARD AT 4TH STREET NORTH

CONSTRUCTION NOTES FOR LOCATION 4 - PLAN A:

1. MOUNT RECTANGULAR RAPID FLASHING BEACON (RRB) & EQUIPMENT ON NEW 15' TALL PEDESTAL POLE WITH A BREAKAWAY BASE. NO SOLAR PANEL INSTALLED (SEE TYPICAL DETAIL TO THE LEFT), AND CONTACT COUNTY PROJECT MANAGER PRIOR TO INSTALLATION.
2. INSTALL 1.2" CONDUIT FROM PROPOSED SERVICE METER TO THE PROPOSED RRB PEDESTAL POLES (SEE SPECIFICATION ON THIS PAGE)
3. RRB'S TO BE INSTALLED WHERE FEASIBLE ADJACENT TO EXISTING LIGHT POLE WITH PUSH BUTTON ACCESSIBLE TO PEDESTRIANS WITHIN MEDIAN REFUGE.
4. THE CONTRACTOR SHALL COORDINATE WITH DOMINION ENERGY FOR ALL WORK REQUIRED TO PROVIDE POWER TO THE RRB. METER LOCATION AS SHOWN SUBJECT TO CHANGE BASED ON POWER SOURCE LOCATION PROVIDED BY DOMINION ENERGY.
5. INSTALL SMALL JUNCTION BOX (NON-TRAFFIC USE) AT CONDUIT BEINGS



LOCATION 4 - PLAN B: WASHINGTON BOULEVARD AT 4TH STREET NORTH



ARLINGTON
VIRGINIA

DEPARTMENT OF
ENVIRONMENTAL SERVICES

Responsible for the
Design, Planning and
Construction of the
Project. The Project
Manager is the
Authorized Signatory
for the Project.



Approved: _____ Date: _____

By: _____

Project Name and Location: _____

Project Number: _____

Project Date: _____

Project Status: _____

Project Location: _____

Project Description: _____

Project Contact: _____

Project Notes: _____

Project Attachments: _____

Project Comments: _____

Project History: _____

Project Summary: _____

Project Details: _____

Project Information: _____

Project Data: _____

Project Files: _____

Project Links: _____

Project Tools: _____

Project Resources: _____

Project Support: _____

Project Training: _____

Project Development: _____

Project Implementation: _____

Project Evaluation: _____

Project Reporting: _____

Project Communication: _____

Project Collaboration: _____

Project Partnership: _____

Project Network: _____

Project Community: _____

Project Stakeholder: _____

Project Interest: _____

Sign and Marking Plan

Rectangular Rapid Flashing Beacon Projects
Various Locations

EXHIBIT – B

2019 - ARLINGTON COUNTY TRAFFIC SIGNAL SPECIFICATIONS

(Issued Separately)

EXHIBIT – C

ELECTRIFIERS, Inc – BID FORM

ORIGINAL

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO.20-130-7-8

BID FORM

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

BIDS WILL BE OPENED ON DECEMBER 12, 2019 AT 2:00 P.M., Eastern Daylight Savings Time

FOR THE DELIVERY, INSTALLATION OF RECTANGULAR RAPID FLASHING BEACONS PER THE TERMS CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

ELECTRIFIERS INC

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

CHANDERGAPT S BAJWA (PRESIDENT)

ADDRESS:

2378 WARRENTON ROAD

CITY/STATE/ZIP:

FREDERICKSBURG, VA 22406

TELEPHONE NO.:

540-286-2600

E-MAIL

ADDRESS:

cbajwa01@electrifiersinc.com

THIS ENTITY IS INCORPORATED
IN:

VIRGINIA

THIS ENTITY IS A:

(check the applicable
option)

CORPORATION ☒

LIMITED PARTNERSHIP ☐

GENERAL PARTNERSHIP ☐

UNINCORPORATED
ASSOCIATION ☐

LIMITED LIABILITY COMPANY ☐

SOLE PROPRIETORSHIP ☐

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?

YES ☐ NO ☐

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:

Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is 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: ☐

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE
ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT:
[HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF
ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

BIDDER NAME: ELECTRIFIERS INC

BID FORM, PAGE 3 OF 4

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a 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 (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: CHANDERGUPT S BAJWA

ADDRESS: 2378 WARRENTON ROAD, FREDERICKSBURG, VA 22406

E-MAIL: cbajwa01@electrifiersinc.com

REFERENCES

Bidders shall provide _____ references for similar that have been provided by the Bidder within the past _____ years. The County reserves the right to evaluate the quality of Contractor's Work through site visits with Contractor's references.

REFERENCE 1: Contact Name: ANTHONY TUNDO

Organization: ARCHER WESTERN

Phone Number: 703-200-8826

E-mail Address: atundo@walshgroup.com

Contract/Project Name: JONES BRANCH CONNECTOR

BID FORM 4 OF 4

Contract/Project Dates (from-to): 2017-12/2019

Contract/Project Furnish and Install DMS and Highway Signs

Description: _____

REFERENCE 2: Contact Name: John Leffler

Organization: Corman Construction

Phone Number: 804-640-2136

E-mail Address: jleffler@cormanconstruction.com

Contract/Project Name: I-64 Widening & Improvements

Contract/Project Dates (from-to): 08/2014-07/2016

Contract/Project Description: Traffic Signal, Highway Signs and Eectrical

REFERENCE 3: Contact Name: Mike O Neill

Organization: Allen Myers

Phone Number: 804-380-3356

E-mail Address: Mike.ONeill@allanmyers.com

Contract/Project Name: Walney Road Improvements

Contract/Project Dates (from-to): 04/2015-10/2016

Contract/Project Description: Roadway Lighting, Signage and Signals

BIDDER NAME: ELECTRIFIERS INC

DATE: 12/12/2019

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS**

PROJECT NO. STATE PROJECT#: 99999-900-23030748; Project (NFO) 6700-000-884, N501 | 6710-000-885, N501 | 0029-000-886, N501

FHWA NO. FEDERAL PROJECT #: HSIP-5B01 (069), HSIP-5B01 (070), HSIP-5B01 (071)

***** INSTRUCTIONS *****

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. PLEASE NOTE: THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 7 %

PERCENT ATTAINED BY BIDDER 30.5 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR (S) MFG (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
ATS Sales	SP	Flasher, Solar Panels & Poles etc.	\$ 56,857.00
TOTAL			\$ 56,857.00

TOTAL CONTRACT VALUE \$ 186,229.00 x REQUIRED DBE 7 % = \$ 13,036.03

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT, I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

Electrifiers, Inc.	BY	
BIDDER		SIGNATURE
President	BY	12/12/2019
TITLE		DATE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: STATE PROJECT#: 99999-900-23030748; Project (NFO) 6700-000-884, N501 | 6710-000-885, N501 | 0029-000-886, N501

FHWA: FEDERAL PROJECT #: HSIP-5B01 (069), HSIP-5B01 (070), HSIP-5B01 (071)

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.19.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Fairfax County, Virginia, this 11th day of December, 20 19
County (City), STATE

Electrifiers LLC
(Name of Firm)

By:

[Signature]
(Signature)

President
Title (print)

STATE of Virginia

COUNTY (CITY) of Fairfax

To-wit: Anderson Reyes-Euceda, a Notary Public in and for the State and

County(City) aforesaid, hereby certify that this day Chandergupt Singh, Bijwa

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 11th day of December, 20 19

[Signature]

My Commission expires 03/31/2023

Notary Public



ANDERSON REYES-EUCEDA
NOTARY PUBLIC
Commonwealth of Virginia
ID# 7813832
My Commission Expires
March 31, 2023

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: STATE PROJECT#: 99999-900-23030748; Project (NFO) 6700-000-884, N501 | 6710-000-885, N501 | 0029-000-886, N501

FHWA: FEDERAL PROJECT #: HSIP-5B01 (069), HSIP-5B01 (070), HSIP-5B01 (071)

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME

Location of Principal Office

None

N/A

2. I (we) have x, have not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have x, have not , filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidder is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Alexandria VA this 11 day of Dec, 20 19
County (City), STATE
Electrifiers Inc By: [Signature] President
(Name of Firm) (Signature) Title (print)

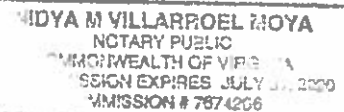
STATE of VA COUNTY (CITY) of Alexandria
To-wit:

Widya Villarroel, a Notary Public in and for the State and

County(City) aforesaid, hereby certify that this day Chandergupt Singh Bajwa

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 11 day of December, 20 19
[Signature] My Commission expires 07-31-2020
Notary Public



BUY AMERICA CERTIFICATION
(FEDERAL HIGHWAY ADMINISTRATION FUNDED PROJECTS)

ITB No.: 20-130-7-8

Project Name: PSAP RRFB Safety Improvements

Project Description: Furnish and Install Rectangular Rapid Flashing Beacons

The undersigned Bidder/Proposer hereby certifies on behalf of itself and all contractors (at all tiers) that it shall comply with the Federal Highway Administration's (FHWA) Buy America requirements in 23 CFR 635.410, using one of the following provisions:

☒ **The product contains no steel or iron products manufactured outside the United States.** To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The Buy America process does not apply to this project. If there is **ANY** foreign steel or iron in your product you may **NOT** check this box.

☐ **The product has minimal use of steel or iron products manufactured outside the United States.** The Buy America regulation does "not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater." For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project. If this minimal use clause applies to your project, then please provide documentation indicating that this requirement is being met. The Buy America process does not apply to your project.

☐ **The product meets the standards for the FHWA Manufactured Products waiver.** FHWA policy provides for a Buy America waiver for certain manufactured products. To be eligible for the Manufactured Products waiver, the product must consist of less than 90% steel or iron content when it is delivered to the job site for installation. If your product meets this manufactured products definition, please provide documentation of how the product is a manufactured product and submit to the County for approval.

☐ **The product has foreign steel or iron; a Buy America waiver is required.** The County may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Bidder/Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the County. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 U.S.C 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Bidder/Proposer: Electrifiers Inc

Signature of Authorized Official: 

Name of Authorized Official: Chandergupt S Bajwa

Title: President

Date: 12/12/2019

OFFEROR MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

Form C-49 2-24-14
Sheet 1 of 10

COMMONWEALTH OF VIRGINIA DEPARTMENT
OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

-- DO NOT DETACH --

**THIS INFORMATION MUST BE SUBMITTED
WITHIN 2 DAYS AFTER BID OPENING IF YOUR
BID DOES NOT MEET THE PROJCT DBE
REQUIREMENTS, OR
WHEN REQUESTED BY DOT**

CONTRACT I.D. NUMBER 20-130-7-8

PROJECT NUMBER STATE PROJECT#: 99999-900-23030748; Project (NFO) 6700-000-884,
N501 | 6710-000-885, N501 | 0029-000-886, N501

FHWA NUMBER FEDERAL PROJECT #: HSIP-5B01 (069), HSIP-5B01 (070), HSIP-5B01 (071)

DISTRICT NOVA

DATE BID SUBMITTED 01-17-2020

BIDDER'S NAME Chandergupt S Bajwa

SIGNATURE 

TITLE President

VENDOR NUMBER E363

DBE GOAL FROM BID PROPOSAL 7%

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. 20-130-7-8 DATE SUBMITTED 01-17-2020

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER Electrifiers, Inc. SIGNATURE 

TITLE President

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. 20-130-7-8 DATE SUBMITTED 01-17-2020

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER Electrifiers, Inc. SIGNATURE 

TITLE President

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS**

PROJECT NO. STATE PROJECT#: 99999-900-23030748; Project (NFO) 6700-000-884, N501 | 6710-000-885, N501 | 0029-000-886, N501

FHWA NO. FEDERAL PROJECT #: HSIP-5B01 (069), HSIP-5B01 (070), HSIP-5B01 (071)

***** INSTRUCTIONS *****

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. PLEASE NOTE: THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.


DBE REQUIREMENT 7 %

PERCENT ATTAINED BY BIDDER 69.5 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
ELECTRIFIERS INC	PRIME	Flasher, Solar Panels & Poles etc.	\$ 129,372.00
TOTAL			\$ 129,372.00

TOTAL CONTRACT VALUE \$ 186,229.00 x REQUIRED DBE 7 % = \$ 13,036.03

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT, I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

Electrifiers, Inc.	BY	
BIDDER		SIGNATURE
President	BY	01-17-2020
TITLE		DATE

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

Project No.: STATE PROJECT#: 99999-900-23030748; Project (NFO) 6700-000-884, N501 | 6710-000-885, N501 | 0029-000-886, N501

Federal Project No.: HSIP-5B01 (069), HSIP-5B01 (070), HSIP-5B01 (071)

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subcontract agreement* shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

**TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND
ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW
NAMED DBE FIRM**

Prime Contractor

ELECTRIFIERS INC

By: 

Signature

PRESIDENT

Title

Date:

01-17-2020

EXHIBIT – D

ELECTRIFIERS, INC.-PRICE SCHEDULE

Arlington County Government
ATTACHMENT A - PRICE SCHEDULE

FURNISH AND INSTALL RECTANGULAR RAPID FLASHING BEACONS (RRFB S) AT FOUR (4) INTERSECTIONS IN ARLINGTON COUNTY				SOLICITATION OR CONTRACT NUMBER 20-130-7-8		PAGE 1	
SCOPE OF WORK							
The Contractor shall provide all materials, hardware, and manufacturing certifications for the traffic signal equipment detailed in the scope of work and specifications. All equipment shall be in accordance with the specifications detailed in Attachment C and in Section IV Supplemental Specifications.							
ITEM NO.	SUPPLIES/SERVICES	SPEC REFERENCE	EST QTY	UNIT	UNIT PRICE	AMOUNT	
1.0	Equipment for Locations 1-3						
1.1	15' Pedestal Pole		9	EA	\$ 980.00	\$8,820.00	
1.2	RRFB (Solar Power, One Sided, Push Button)		6	EA	\$ 6,680.00	\$40,080.00	
1.3	RRFB (Solar Power, Dual Sided, Push Button)		3	EA	\$ 7,700.00	\$23,100.00	
SUB-TOTAL						\$72,000.00	
2.0	Installation/Construction of Locations 1-3						
2.1	Install Pedestal Pole Foundation		9	EA	\$ 890.00	\$8,010.00	
2.2	Assemble and Install RRFB Assembly		9	EA	\$ 2,020.00	\$18,180.00	
2.3	Remove Pedestal Pole		1	EA	\$ 880.00	\$880.00	
SUB-TOTAL						\$27,070.00	
3.0	Equipment & Installation/Construction Location 4 "Plan A" with AC Power						
3.1	15' Pedestal Pole		3	EA	\$ 980.00	\$2,940.00	
3.2	Install Pedestal Pole Foundation		3	EA	\$ 890.00	\$2,670.00	
3.3	Assemble and Install RRFB Assembly		3	EA	\$ 2,850.00	\$8,550.00	
3.4	RRFB (AC Power, One Sided, Push Button)		2	EA	\$ 4,801.00	\$9,602.00	
3.5	RRFB (AC Power, Dual Sided, Push Button)		1	EA	\$ 5,959.00	\$5,959.00	
3.6	Direct Bore Conduits (small reamer)		250	LF	\$ 51.00	\$12,750.00	
3.7	Furnish and Install Small Junction Box		4	EA	\$ 830.00	\$3,320.00	
3.8	Furnish and Install Meter Pan and Pedestal		1	EA	\$ 3,988.00	\$3,988.00	
3.9	Test Holes for Boring		5	EA	\$ 750.00	\$3,750.00	
SUB-TOTAL						\$53,529.00	
4.0	Add-Alternate #1 - Location 4 "Plan B" with Solar Power						
4.1	15' Pedestal Pole		3	EA	\$ 980.00	\$2,940.00	
4.2	Install Pedestal Pole Foundation		3	EA	\$ 890.00	\$2,670.00	
4.3	Assemble and Install RRFB Assembly		3	EA	\$ 2,200.00	\$6,600.00	
4.4	RRFB (Solar Power, One Sided, Push Button)		2	EA	\$ 6,780.00	\$13,560.00	
4.5	RRFB (Solar Power, Dual Sided, Push Button)		1	EA	\$ 7,860.00	\$7,860.00	
SUB-TOTAL						\$33,630.00	
GRAND TOTAL						\$186,229.00	
NOTES:							
BASIS OF AWARD: Line item unit prices proposed above will serve as the determination for award. Award will be based on the lowest conforming, responsive and COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK: The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives Notice to Proceed (b) prosecute the work diligently; and (c) complete all work ready for use not later than the number of days specified in the contract.							
NOTE: Every item of the Price Schedule must be completed or the proposal may be deemed non-conforming.							

20-130-7-8 INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"		
REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)
X	1. Workers' Compensation	Statutory limits of Virginia
x	2. Employer's Liability	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
x	3. Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	4. Premises/Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	5. Automobile Liability	\$1 Million BI/PD each accident, Uninsured Motorist
x	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
x	7. Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	8. Products Liability	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
x	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
x	10. Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
x	11. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate
x	12. Umbrella\Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13. Per Project Aggregate	\$ _____
	14. Professional Liability	
	a. Architects and Engineers	\$1 Million per occurrence/claim
	b. Asbestos Removal Liability Medical	\$2 Million per occurrence/claim
	c. Medical Professional Liability	\$1 Million per occurrence/claim
	15. Miscellaneous E&O	\$1 Million per occurrence/claim
	16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
x	19. Garage Keepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
x	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
x	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
x	28. The County shall be named Additional Insured on all policies except Workers Compensation and Auto.	
x	29. Certificate of Insurance shall show the Contract Number and Contract Title.	
	30. OTHER INSURANCE REQUIRED: _____	
INSURANCE AGENT'S STATEMENT: I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.		

CONTRACTOR'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

CONTRACTOR NAME: Electrifiers Inc

AUTHORIZING SIGNATURE: 