

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

CONTRACT NO. 17-261-2

**1. CONTRACT DOCUMENTS**

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

This Contract consists of:

Attachment A – Scope of Work

Attachment B – Supplemental Specifications

Attachment C – Equipment and Technical Support Services Call Order Form

Attachment D – Price Schedule

**2. SCOPE OF WORK**

The Contractor agrees to provide goods described in the Contract Documents (hereinafter "the Work"), more particularly described in Section II-Statement of Work and Section III-Supplemental Specifications included with the Invitation to Bid.

**3. CONTRACT TERM**

The Contract Term shall be Two (2) Base Years with Three (3) One-Year Option periods.

**4. CONTRACT TYPE**

This is a Firm Fixed-Unit Price, Indefinite Quantity Contract.

**5. CONTRACT AMOUNT**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services at detailed in Attachment D-Price Schedule in the amount of \$469,425.00.

**6. PROJECT OFFICER**

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

**7. PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within Thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and

allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later.

Payments will be made by the County for goods furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices.

Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

#### **8. PAYMENT OF SUB-CONTRACTORS**

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

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

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

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

#### **9. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first.

#### **10. COUNTY PURCHASE ORDER REQUIREMENT**

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

#### **11. DELIVERY**

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

#### **12. WARRANTY**

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer at the time of delivery.

All goods and materials are 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 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.

#### **13. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within Ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

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

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

#### **14. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement the

County will contract a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

**15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

**16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

**17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**18. FAILURE TO DELIVER**

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

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met:

- (i) the County has accepted the Work and
- (ii) thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods.

The County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least Fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance.

Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within Fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

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

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

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

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

#### **20. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

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

#### **21. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for

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

## **22. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

## **23. COPYRIGHT**

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

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

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such

subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

**24. CONFIDENTIAL INFORMATION**

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

**25. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**26. COUNTY EMPLOYEES**

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

**27. FORCE MAJEURE**

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

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

**28. AUTHORITY TO TRANSACT BUSINESS**

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



## **29. RELATION TO THE COUNTY**

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

## **30. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

## **31. AUDIT**

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

## **32. ASSIGNMENT**

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

## **33. AMENDMENTS**

Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

## **34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

## **35. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County

Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than Sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is Fifteen (15) days.

Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

**36. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**37. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

**38. NON-EXCLUSIVITY OF REMEDIES**

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

**39. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**40. SEVERABILITY**

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

**41. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**42. SURVIVAL OF TERMS**

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

**43. HEADINGS**

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

**44. AMBIGUITIES**

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

**45. NOTICES**

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

**TO THE CONTRACTOR:**

Raymond Staffon, President  
General Traffic Equipment, Corp.  
259 Broadway  
Newburgh, New York 12550  
Telephone: 845-569-9000

**TO THE COUNTY**

Joshua Nicholas, Project Management Coordinator  
Department of Environmental Services  
Traffic Equipment and Operations  
2100 Clarendon Boulevard  
Suite 900  
Arlington, Virginia 22201  
Telephone: 703-228-3861

**AND**

Shirley Diamond, Procurement Officer  
Office of the Purchasing Agent  
2100 Clarendon Boulevard,  
Suite 500  
Arlington, Virginia 22201  
Telephone: 703-228-3424

**46. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**47. SURVIVAL OF TERMS**

In addition to any numbered section in this Contract which specifically states that the term or paragraph survives the expiration of termination of this Contract, the following section, if included in the Contract

also survive: INDEMNIFICATION, RELATION TO COUNTY, OWNERSHIP AND RETURN OF RECORDS, AUDIT, COPYRIGHT, INTELLECTUAL PROPERTY INDEMNIFICATION, WARRANTY.

#### **48. ACCESSIBILITY OF WEB SITE**

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

#### **49. INSURANCE REQUIREMENTS**

Before beginning Work under this Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force a minimum coverage as detailed below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise state 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 Company Guides.

- a. Workers Compensation - Virginia statutory Workers Compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 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. Products Liability - \$500,000 CSL BI/PD each occurrence; \$1 Million annual aggregate
- d. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- e. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named 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.

#### **50. CONTRACTOR PERFORMANCE EVALUATION**

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 at Fifty Percent (50%) completion of the Work 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 Work quality, cost controls, schedule and 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: Shirley Diamond  
TITLE: Senior Procurement Officer

DATE: 8-14-2017

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: Raymond Staffon  
TITLE: President

DATE: 8/9/17

**ATTACHMENTS AND FORMS**

## ATTACHMENT - A

### SCOPE OF WORK

#### 1) GENERAL

This Invitation to Bid is to provide traffic equipment needed for Arlington County to properly maintain, repair, and rebuild the traffic signal system. The Contractor shall provide all labor, tools, goods, materials, equipment, supplies, incidentals and technical support to furnish and deliver traffic related equipment and materials as listed in the Price Schedule.

All products shall comply with the following requirements:

- Arlington County Traffic Signal Specifications (ACTSS)  
<https://transportation.arlingtonva.us/traffic-signal-specification-updates/>
- VDOT Road and Bridge Specifications (latest editions)  
<http://www.viriniadot.org/business/const/spec-default.asp>
- Manual on Uniform Traffic Control Devices (MUTCD)  
<https://mutcd.fhwa.dot.gov/>
- National Electrical Manufacturers Association (NEMA)  
<http://www.nema.org/Standards/pages/default.aspx>
- Institute of Transportation Engineers (ITE), Traffic Control Devices Handbook, Latest Edition  
<http://www.ite.org/>

Where there are conflicts between ACTSS and VDOT specifications, County specifications shall prevail.

#### 2) PRODUCT TECHNICAL SPECIFICATIONS SUBMITTAL

##### a) Requirements

1. The apparent low bidder shall submit, within fourteen (14) business days, from notification by the Project Officer the following:
  - Product Information for the products bid including technical specifications, material testing certifications, and/or product cut-sheets for review by the County for compliance with all applicable specifications.

#### 3) DELIVERY

- a) The Contractor's price shall include all FOB charges for delivery and unloading of the equipment and materials. Shipments shall be delivered to the County's Transportation Engineering and Operations Bureau Trades Center located at:



Transportation Engineering and Operations  
Traffic Signal Section  
4300 29<sup>th</sup> Street South  
Arlington, VA 22206

- b) Upon receiving the signed Call Order Form, the Contractor shall assign a unique shipment number (range to be decided by the County), and shall place labels on every package in the shipment for easy identification.
  - 1. These labels containing shipment numbers shall be standalone labels not to be combined with or obscured by any other labels that may be placed on the package.
  - 2. Detailed instructions regarding shipment numbers and label sizes will be provided at the time of Contract Award.
- c) Upon shipment of orders and/or at least three (3) business days in advance of the expected delivery, Contractor shall provide the County with an Email notification that includes:
  - i. Copy of the packing slip
  - ii. Shipment number
  - iii. Tracking number (assigned by the Carrier)
  - iv. Expected date of Delivery

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

#### 4) LEAD TIMES

- a) The County will provide a Call Order form (Attachment C) with each order. The Call Order form will serve as NTP for each order and will accompany the official PO. The Contractor must receive a Call Order form and an official PO in order to release the order for production. The Contractor shall acknowledge receipt of the order by signing the Call Order form and returning to the County via email.
- b) Equipment lead time shall be **no more than thirty (30) calendar days** from the placement of the order except for those items included in Section I of the Price Schedule. Lead times for the items included in Section I of the Price Schedule shall be no more than (45) calendar days.
- c) Upon shipment of the materials, written shipping notification shall be provided to the Project Officer. Said shipment notification shall serve as the completion date for the lead time.

#### 5) WARRANTY

- a) All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County.

- 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, shall 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 final acceptance by the County if the manufacturer's or supplier's warranty is less than 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 Specifications. Where the ACTSS warranty requirements differ from the 1 year minimum, the longer of the two shall 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.

## ATTACHMENT - B

### SUPPLEMENTAL SPECIFICATIONS

#### GENERAL

- 1.1. All materials and equipment shall conform to the requirements listed in the Arlington County Signal Specifications (ACTSS).
- 1.2. The supplemental information included in this Section is meant as specific information required in the case that the information is not contained in the ACTSS. Where discrepancies between the ACTSS and the specifications in Attachment A exist, Attachment A shall govern.
- 1.3. The information below is meant to supplement the existing County specifications and does not replace the applicable sections of the County specifications.
- 1.4. Items not described herein or in the ACTSS will default back to VDOT Road and Bridge Standards and Specifications, latest edition.

#### SECTION I – SIGNAL CONTROL CABINET AND COMPONENTS

##### 1. General

- 1.1.1. All cabinets shall be powder coated black unless specified at the time of order.
- 1.1.2. The main door and police door shall close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. Gaskets shall be permanently bonded to the cabinet.
- 1.1.3. A full complement of load switches shall be supplied with each cabinet for maximum phase utilization for which the cabinet is designed.

##### 2. Advanced Traffic Cabinets

- 2.1. Advanced traffic cabinets shall be shipped to the County with the following features:
  - 2.1.1. Complete battery backup system (not mounted, but assembled in auxiliary cabinet with batteries and charging equalizer).

##### 3. Recertification of Conflict Monitor Tester

- 3.1. Recertification shall include testing and calibration of the testers per NEMA and International Municipal Signal Association manuals, standards, and specifications.
- 3.2. The County shall send the testers to the Contractor. Recertification shall be performed by the Contractor within 30 calendar days of receipt of the testers.
- 3.3. Return shipment of the units shall be included in the unit price.

##### 4. Cabinet Technical Support

- 4.1. Cabinet technical support may include onsite cabinet wiring, testing, and troubleshooting as well as conference calls or training.

- 4.2. Technical support shall be measured and paid for in hours.

## **SECTION II – TRAFFIC SIGNALS AND MOUNTING EQUIPMENT**

### **1. General**

- 1.1. This section contains the items required for signalization and signage with additional required parts and mounting hardware.

### **2. Signals**

- 2.1. Signals shall come assembled with the lenses for those line items which include the housings and lenses.
- 2.2. Signals shall be aluminum.

### **3. Mounting Hardware**

- 3.1. All hardware provided in this section shall be stainless steel unless approved by the County.

## **SECTION III – BEACONS AND ROADSIDE INDICATORS**

### **1. General**

- 1.1. This section contains alternative signalization and warning devices used in traffic control such as school zone warning beacons, speed indicator signs, and pedestrian flashing beacons. These devices operate independent of the signal system and require provisions for power and communications as described in the following sections.
- 1.2. Assemblies shall be supplied with all of the parts listed with applicable warranties provided.

### **2. School Beacons**

- 2.1. Assemblies shall contain the parts mentioned in the ACTSS.

### **3. Roadside Speed Indicators**

- 3.1. Radar speed indicator signs shall be Information Display SpeedCheck 1520 or approved equal. Sign shall contain Light Emitting Diode (LED) display of driver speed using radar data collection. Display area of LED part of sign shall be minimum 26.5" x 20" x 6" and shall be mountable on a standard 4.5" diameter aluminum pole.
- 3.2. A solar roadside speed indicator assembly includes a LED speed indicator having a standard sign with "YOUR SPEED" message, a cabinet with solar array and batteries, wiring harness and the associated hardware.
- 3.3. An AC roadside speed indicator assembly includes a LED speed indicator having a standard sign with "YOUR SPEED" message, a cabinet with 120 v power, wiring harness and the associated hardware.
- 3.4. The unit shall be flexible enough to be mounted either on a pole or on a trailer.

**4. Pedestrian Activated Rapid Flash Beacon (RRFB)**

- 4.1. RRFB unit shall adhere to the FHWA interim approval guidelines for Class 1 RRFB for use at uncontrolled crosswalks.
- 4.2. A solar-powered assembly shall include LED Rectangular Rapid Flash Beacon (RRFB) assembly with solar array and batteries, and associated hardware. The primary function of the unit shall be to activate flashing LED strobes (through wireless communication at additional units) when a user pushes a pedestrian pushbutton. The unit shall be able to communicate with up to ten (10) field units simultaneously through wireless communication.
- 4.3. RRFB units shall be black in color.

**5. Technical Support**

- 5.1. Technical support may include onsite wiring, testing, and troubleshooting as well as conference calls or training.
- 5.2. Technical support shall be measured and paid for in hours.
- 5.3.

**SECTION VI – PEDESTAL POLES**

**1. General**

- 1.1. This section contains the spun aluminum poles and bases required for the mounting of various traffic control devices.
- 1.2. Pedestal pole lengths do not include the height of the base.

**2. Aluminum Pedestal Poles**

- 2.1. Pedestal Poles shall include the base, pole cap, collar, and cover plate as well as all screws and hardware necessary for assembly of the pole and base.

## **SECTION V – PREEMPTION**

### **1. General**

- 1.1. This section contains the preemption systems and parts used for the County's emergency vehicle preemption at traffic signals. All items shall be compatible with the systems outlined in the ACTSS, Section 13169.
- 1.2. Where cable is listed, the cable shall include all necessary connectors.

## **SECTION VI – PEDESTRIAN PUSHBUTTON SYSTEMS**

### **1. General**

- 1.1. This section contains the various style pedestrian actuation devices used by the County as well as supplemental control equipment. Typically, the County installs Polara type Accessible Pushbutton Stations for all new construction.

### **2. Polara Accessible Pushbutton Stations**

- 2.1. Voice recording shall be provided upon shipment for stations ordered for project specific locations. For stations ordered for general stock, the voice message shall be provided within 30 calendar days of County's request (after receipt of stations).

## **SECTION VII – LED SIGNS**

### **1. LED Blank-out Signs**

- 1.1. This section includes items for various blank-out applications. The sizes referred to in the line items refers to the display area (not the size of the sign).
2. Generally, LED color shall be monochrome unless specified in the line item or as specified in the MUTCD for the regulatory messages such as R3-2.
  - 2.1. **Custom Blank-out Signs** Custom LED signs shall be designed at the time of order and may range from single regulatory configuration to up to two configurations.
  - 2.2. The custom LED sign may contain up to Seventy Percent (70% active LED surface area.
  - 2.3. The Contractor shall provide a sign with multiple colors (up to two) if requested by the County.

### **3. LED Street Signs**

This section includes overhead traffic signs to be mounted on traffic signal mast arms. These signs shall be internally illuminated with LED modules and be furnished with the mounting hardware and photocell.

- 1.1. Wire terminations shall be made internally within the unit. The signs shall have white lettering with green background. The length of the signs will vary between 4 ft. to 12 ft.
- 1.2. The average wattage of a Six (6) foot one-sided sign shall be less than 20 Watt.
- 1.3. The overall weight, excluding mounting hardware, shall not exceed Six (6) pounds per square foot for single sided signs, and eight (8) pounds per square foot for double sided signs.
- 1.4. The sign shall be designed and constructed to withstand the requirements of the American Association of State Highway and Transportation Officials (AASHTO) publication, "Standard Specifications for Structural Supports of Highway Signs, Luminaries and Traffic Signals", edition current at time of order.

## **SECTION VIII – BLUETOOTH TRAVEL TIME DATA COLLECTION EQUIPMENT**

### **1. General**

- 1.1. This section includes the equipment used for the County's Bluetooth travel time system. The parts and equipment in this section must be compatible with the County's current Iteris Velocity system.

### **2. Iteris Bluetooth Data Collector Assembly**

- 2.1. The assembly shall include power supply, rack-mounted velocity module, Bluetooth USB adapter, antennas, and all required cables and mounting hardware for attachment to the traffic cabinets.
- 2.2. The custom LED sign may contain up to Seventy Percent (70% active LED surface area.
- 2.3. The Contractor shall provide a sign with multiple colors (up to two) if requested by the County.

### **3. Technical Support**

- 3.1. Technical support may include setup or configuration of the Velocity server and travel time segments. Support will be provided remotely, via phone call, or in person if requested by the County.

Technical support shall be measured and paid for in hour