

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT**

**ARLINGTON, VIRGINIA 22201**

**CONTRACT AWARD COVERAGE**

<b>TO: SECONDARY AWARD CONTRACTOR</b>	DATE ISSUED:	10/21/2020
L&M ELECTRIC AND PLUMBING, INC.	CONTRACT NO:	21-DES-ITB-177-2
2601 BEACON HILL RD.	CONTRACT	ELECTRICAL MAINTENANCE AND REPAIR
ALEXANDRIA, VIRGINIA 22306	TITLE:	WORK FOR VARIOUS COUNTY AND LEASED FACILITIES

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

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-ITB-177-2 including any attachments or amendments thereto.

**EFFECTIVE DATE:** NOVEMBER 1, 2020

**EXPIRES:** OCTOBER 31, 2021

**RENEWALS:** FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIODS FROM NOVEMBER 1, 2021 TO OCTOBER 31, 2025.

**COMMODITY CODE(S):** 91438; 93625

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-DES-ITB-177-2

**EMPLOYEES NOT TO BENEFIT:**

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

**VENDOR CONTACT:** MARK VACCANI

**VENDOR TEL. NO.:** (804) 517-4588

**EMAIL ADDRESS:** [MVACCANI@LMELECTRICPLUMBING.COM](mailto:MVACCANI@LMELECTRICPLUMBING.COM)

**COUNTY CONTACT:** TSEHAY LIGHTFOOT (DES-FACILITIES  
MANAGEMENT BUREAU)

**COUNTY TEL. NO.:** (703) 228-7593

**COUNTY CONTACT EMAIL:** [TLIGHTFOOT@ARLINGTONVA.US](mailto:TLIGHTFOOT@ARLINGTONVA.US)

**PURCHASING DIVISION AUTHORIZATION:** VANESSA MOOREHEAD TITLE: PROCUREMENT OFFICER DATE: 10/21/2020

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

**AGREEMENT NO. 21-DES-ITB-177-2**

THIS AGREEMENT is made, on 10/21/2020, between L&M Electric and Plumbing, LLC, 2601 Beacon Hill Road, Alexandria, Virginia 22306 ("Contractor") a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 21-DES-ITB-177-2.

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

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is for Electrical Maintenance and Repair Work for various County and Leased facilities. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and enough services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

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

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on **November 1, 2020** and must be completed no later than **October 31, 2021** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from **November 1, 2021** to **October 31, 2025** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT PRICING**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 21-DES-ITB-177 at the prices provided in the bid of the Contractor.

**6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until October 31, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in June of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

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

**7. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 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. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

**8. PAYMENT OF SUBCONTRACTORS**

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts

withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

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

**9. NO WAIVER OF RIGHTS**

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

**10. 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 or services 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.

**11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services 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 and/or services 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 or services covered by this Contract. The items or services 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 or services through those contract(s).

**12. 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 or services 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.

### **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. 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 subcontractors to warrant that they have good title to, all delivered goods.

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

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

### **15. DAMAGE TO PROPERTY**

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

### **16. CLEANING UP**

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

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

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

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

#### **18. 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.

#### **19. 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.

#### **20. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL**

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

#### **21. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

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

goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

## **22. SAFETY**

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

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

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

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

## **23. FAILURE TO DELIVER**

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

## **24. UNSATISFACTORY WORK**

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

## **25. PROJECT STAFF**

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County

in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

**26. SUPERVISION BY CONTRACTOR**

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

**27. BACKGROUND CHECK**

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

**28. 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.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**29. 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.

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

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all



solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

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

### **31. \*SEXUAL HARRASSMENT POLICY**

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

### **32. TERMINATION**

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

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

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

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

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

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

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

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

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

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

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

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

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

**33. INDEMNIFICATION**

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

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

#### **34. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

#### **35. COPYRIGHT**

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

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

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

#### **36. OWNERSHIP AND RETURN OF RECORDS**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination,

or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

The provisions of this section will survive any termination or cancellation of this Contract.

### **37. CONFIDENTIAL INFORMATION**

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

### **38. ETHICS IN PUBLIC CONTRACTING**

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

### **39. 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.

### **40. 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.

**41. 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.

**42. RELATION TO COUNTY**

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

**43. 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.

**44. 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 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 at least 30 days' notice and must not dispose of the documents if the County objects.

**45. 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.

**46. AMENDMENTS**

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

**47. 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.

**48. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the

claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

**49. 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.

**50. ARBITRATION**

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

**51. NONEXCLUSIVITY OF REMEDIES**

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

**52. 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.

**53. 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.

**54. 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.

**55. ATTORNEY'S FEES**

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

**56. 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; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**57. 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.

**58. 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.

**59. 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:**

Saul Romero, President  
L&M Electric and Plumbing, LLC  
2601 Beacon Hill Road  
Alexandria, Virginia 22306  
Telephone No.: (703) 768-2222  
Email: [LMElectric2005@msn.com](mailto:LMElectric2005@msn.com)

**TO THE COUNTY:**

Tsehay Lightfoot, Project Officer  
DES Facilities Management Bureau  
1400 N. Uhle Street, Suite 601  
Arlington, Virginia 22201

**AND**

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

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

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

**60. ARLINGTON COUNTY BUSINESS LICENSES**

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

**61. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**62. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

**63. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.



**64. INSURANCE REQUIREMENTS**

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$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. The Contractor shall carry Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under this Contract, in the amount of \$1,000,000.
- 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.

**65. MATERIAL CHANGES**

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

**66. COUNTERPARTS**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED DocuSigned by:  
SIGNATURE: Vanessa Moorehead  
392AD72EA7BC414...

NAME: VANESSA MOOREHEAD

TITLE: PROCUREMENT OFFICER

DATE: 10/21/2020

L&M ELECTRIC AND PLUMBING, LLC

AUTHORIZED DocuSigned by:  
SIGNATURE: M - STB  
C2DCBC597A9146D...

NAME: MARK VACCANI

TITLE: COMMERCIAL, VP

DATE: 10/20/2020

EXHIBIT A

## SCOPE OF SERVICES

The County awarded two (2) contracts to provide electrical maintenance, repair, switchgear maintenance, infrared testing and installation services for electrical components and systems associated with Arlington County ("County") owned and leased facilities to the following Contractors:

**Primary Contractor: Lighting Maintenance, Inc.**  
**Secondary Contractor: L&M Electric and Plumbing, LLC**

### **A. PROJECT JOB ORDER ASSIGNMENT PROCESS**

County agencies or offices intending to use this Contract shall follow the process described below. No single project assignment under this Contract shall exceed a total value of \$250,000.

Award of projects not exceeding \$5,000 will be assigned to the Primary Contractor, unless the Primary is not able to perform the work within the timeframes required by the County or does not respond within thirty-six (36 hours of the County's request. The County reserves the right to make exceptions as needed when needed.

For projects over \$5,000, the Primary Contractor and Secondary Contractor will be required to submit a written lump sum amount quotation for the project. The Contractors shall submit their written lump sum quotation using the current contract rates within 36 hours following receipt of a request from the Count Project Officer. The low bidder for the project will receive the assignment.

### **B. CONTRACTOR RESPONSIBILITIES**

The following are examples of anticipated electrical work under this Contract. Note: the below is by way of illustration and does not by any means limit the types of electrical work to be required under this contract.

#### **1. MAINTENANCE AND REPAIR EXAMPLES**

- a. The restoration of service, the repair to electrical systems and other work necessary to correct an electrical system problem.
- b. Providing electrical service to electrical equipment such as air conditioners and other electrical equipment where the equipment has been provided by the County.
- c. Adding and replacing existing lighting fixtures and electrical outlets in County owned/leased facilities and provide "As-Build" drawings showing changes to the existing building systems including the addition of electrical panels and other loads.
- d. Providing new electrical service to a building, or a room within a building.
- e. Relocate existing lights/fixtures in a room or within a building.
- f. Provide routine infrared scanning inspection of energized electrical systems and provide reports with pictures.

## 2. REPLACEMENT AND INSTALLATION EXAMPLES

- a. Replacing or installing entire lighting systems in a room or portion of a building rather than expanding existing lighting systems or fixtures.
- b. Complete re-wiring of a room or portion of a building rather than adding outlets, fixtures or new lines to an existing system.
- c. Providing and installing electrical power for ceiling circulation fans or exhaust fans or other air handling equipment.
- d. Providing and installing automatic transfer switches and other component of an electrical generation system.

## 3. PREVENTIVE MAINTENANCE TESTING FOR SWITCHGEAR AND ATS'S INFRARED SCANNING EXAMPLES

### a. **Equipment Type**

- Switchgear
- Low Voltage Breakers (Main SWGR)
- Draw Out Low Voltage Breakers (Paralleling SWGR)
- ATS

### b. **Low Voltage Switchgear:**

- Inspect for physical, electrical and mechanical condition.
- Check for proper anchorage, required clearance and proper alignment.
- Inspect bolted electrical connections, verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's recommendations.
- Verify any interlocking systems.
- Inspect accessible insulators for evidence of physical damage or contamination.
- Exercise all active components.
- Vacuum the interior of the switchboards.
- Clean buss and contacts with a suitable non-conductive solvent.
- Lubricate all moving mechanisms as recommended by the manufacturer.
- Check conductors for abrasions.
- Megger the main buss.
- Note any excessive wear, damage or deterioration in components.

### c. **Switchgear Control Power Batteries**

- Visually inspect batteries for:
  - Cleanliness
  - Terminal damage
  - Physical damage
  - Evidence of overheating

- Measure and record the battery system DC float charging voltage and the AC ripple voltage at the battery.
- Measure the DC voltage from each polarity of the battery to ground to detect any ground faults.
- Measure and record the battery system DC and AC float charging current.
- Provide a detailed, written report noting any deficiencies and corrective actions taken or planned.

**d. Low Voltage Breakers**

- Visual and Mechanical Inspection:
  - Inspect physical and mechanical condition.
  - Inspect anchorage, alignment and grounding.
  - Clean the unit.
  - Inspect arc chutes.
  - Inspect moving and stationary contacts for condition, wear and alignment.
  - Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufacturer's recommendation.
  - Inspect breaker main contacts for high resistance using one of the following methods:
    - Use of low-resistance ohmmeter
    - Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's recommendation.
  - Verify racking mechanism operation.
  - Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.

**e. Electrical Tests**

- Perform resistance measurements through bolted connections with a low resistance ohmmeter, if applicable.
- Perform insulation-resistance tests for one minute on each pole, phase to phase and phase to ground with the circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's recommendation.
- Perform minimum pickup voltage test on shunt trip and close coils
- Verify operation of charging mechanism.
- Verify correct operation of auxiliary features such as trip and pickup indicators, electrical close and trip operation, trip-free, anti-pump function, and trip unit battery condition. Reset all trip logs and indicators.

**f. ATS (Automatic Transfer Switch)**

- Functional Testing Inspection:
  - Perform ATS inspection in conjunction with Generator maintenance activity.
  - Any transfer of ATS will be conducted only with prior customer permission.

**g. Annual Inspection**

- Perform visual inspection of ATS
- Measure and record voltage and existing load on ATS while in normal position.
- Either thermally inspect by imaging, or with a non-contact infrared thermometer, all power path connections first in the Normal Power position and then after 15 minutes in the Emergency position.
- Measure and record voltage and existing load on ATS while in emergency position.
- Test the ATS switch assembly for zero energy
- Remove the barriers and disassemble the arc chutes. Inspect the contacts and clean the arc chutes
- Inspect all moving parts for wear and overheating. Note any discrepancies on service report
- Maintain lubrication of all moving mechanisms with an approved lubrication
- Assemble switch and install all protective barriers. Rack switch into the home position following the manufacturer's instructions
- Remove the switch from the bypass mode of operation and return to automatic operation
- Confirm that ATS returns to Normal operating condition and all alarms conditions have cleared
- Ensure enclosure ground conductor is tight
- Confirm and record all ATS setup parameters
- Clean the ATS enclosure as needed

**h. Paralleling Switchgear PLC**

- Onsite support during the Switchgear Scheduled PM work.
- Provide PLC troubleshooting in case of equipment failure during the Switchgear Scheduled PM work and/or during operation.
- Check PLC back up are up to date.
- Check PLC faults and I/O faults.
- Verify communications to all devices.
- Check I/O Scanner for communication errors to generator reporting software.
- Check batteries if applicable.
- Verify any PLC UPSs are functional and within battery life expectancy.
- Submit report with all test results and recommendations for improvements.

**i. Infrared Scanning (thermographic scan)**

- Perform quantitative infrared inspections (Infrared Imagery only for the detected hotspots, pass for the others) for the electrical system  
The report will include full list of equipment that was scanned, with notes and recommendations for the issues/hot spots, if any.
- Covers will be taken off to facilitate access to the equipment electrical connections and then the Infrared scanning will be performed after which the covers will go back on the equipment.
- Contingent on local outage permission from the customer, minor repairs can be done (i.e. tightening a loose connection). For major repairs and parts replacement, a separate proposal will be submitted for approval.

### **C. GENERAL REQUIREMENTS**

The Contractor must:

- Follow Industry Standard Safety policy for working around energized equipment.
- Only qualified electricians should perform work on this electrical equipment.
- Identify items are not covered above and bring them to County Project Officer's attention so that it can be added in scope of work.
- Provide the list of parts needed as spare/attic stock and help to procure them.
- Materials for any minor repairs may create additional cost. Prior to performing or providing any additional repairs or materials request permission from the County Project Officer.
- At initial inspection, all detected deficiencies will be listed, and cost given for repairs necessary to bring this equipment up to optimal performance.

### **D. SERVICE REQUIREMENTS**

The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade including specialized diagnostic testing equipment, consumable supplies as required to provide comprehensive electrical services identified herein. The Contractor shall provide emergency on-call response, repairs, testing, replacement, and installation electrical services on a time and materials or project basis in accordance with the pricing listed in the Bid Form. All charges for materials, parts and equipment shall be at the Contractor's cost.

**No "portal to portal" charges, fuel surcharges or miscellaneous fees are permitted under the contract.**

Work shall be completed on a time and materials or project basis using the Contract labor rates submitted in the Bid Form in accordance with procedures outlined in Paragraphs J. WORK TICKETS & WORK ORDERS and K. PROJECT WORK. The Contractor shall provide the parts and materials at cost with no additional markup. Upon request by the County, the Contractor shall provide evidence of cost of the materials. The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost. Work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

Proposals for any new and corrective work performed on time and materials or project basis under this Contract are capped at \$500,000.00. The County reserves the right to issue separate solicitations for projects of any dollar value, if, in its own discretion, the County determines that it would be in the best interest of the County.

Any projects of total (proposal price plus contingency) value of more than \$250,000.00 must obtain prior approval of Arlington County Board.

The County may, at its option and sole discretion, provide materials or fixtures to the Contractor for installation by the Contractor at the contract unit prices.

Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables (including, by way of illustration and not limitation, lubrication, solder, caulking, tape, wire nuts, fasteners, gases, and other consumable items) are considered administrative expenses. These shall be included as part of the hourly rates bid.

**E. WORK TICKETS & WORK ORDERS (Work less than \$5,000)**

For time and material work estimated at less than \$5,000, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets indicating the Work Order number issued by the County. The Contractor's employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job. Upon completion of the work, the Contractor's employees shall submit the Work Ticket to the Project Officer, or designee along with the invoices, for final review and approval.

The County will reimburse the Contractor for time spent on the job only. Travel time between jobs, time spent in obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) shall be at the Contractor's expense. On the job time shall commence when the Contractor's personnel arrive at the site and report to the County Project Officer in charge of the assignment. Time of arrival and departure shall be indicated on the Contractor's work tickets.

The Contractor shall at the County's request submit a written proposal to be approved and accepted by the County Project Officer or designee for all projects with cost estimates exceeding \$2,500. No work shall be performed without a prior written authorization of the County Project Officer AND an approved County Purchase Order.

The Contractor shall provide a daily update to the County Project Officer or designee of all completed and open work orders.

The maximum amount of work done under a work order shall not exceed \$5,000.

**F. PROJECT WORK (Work greater than \$5,000)**

The Contractor shall submit a formal proposal for all inspection, testing, maintenance, repair, replacement, and installation services whose anticipated cost exceed \$5,000 or otherwise requested by the County. The Contractor's proposal shall be based strictly on the Contract Labor Rates listed on the Bid Form, and on the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary materials and the associated labor each as a separate line item. Upon acceptance of the proposal by the County Project Officer or designee, the County will issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the approved PO and an official written notice to proceed authorized by the County Project Officer or designee. The County reserves the right to solicit additional cost proposals or issue separate bid(s) for any such project work. At the County's request, the Contractor shall perform project work on a time and materials basis.

Proposals for work performed under this Contract are capped at \$250,000.00 (proposal price plus contingency).

The County reserves the right to require submission of Payment and Performance Bonds for any project work under this Contract.



**G. SUBCONTRACTOR WORK**

The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost. Contractor must be present on site to oversee subcontractor work during projects.

**H. IMPROPER REPAIR AND/OR OPERATION**

In the event of an equipment and/or system failure due to the Contractor's improper repair, improper operation, negligence, misuse or accidents caused by the Contractor's employees including subcontractors, or as a result of actions of the Contractor's employees, including subcontractors, the Contractor shall arrive onsite with all tools and materials necessary to complete the repairs within two (2) hours of the County's notification. Such repairs shall be performed at Contractor's cost with no additional charge to the County.

**I. ON-CALL SERVICE**

The Contractor shall provide twenty-four (24) hours per day seven (7) days per week three-hundred sixty-five (365) days per year on-call and emergency repair services. The Contractor shall arrive onsite with all tools and equipment necessary to perform the repairs within two (2) hours of a request identified as an emergency or critical and shall arrive onsite with all tools and equipment necessary to perform the repairs within twenty-four (24) hours for routine service requests. On-call repair services shall be completed on a time and materials basis using contract unit prices. No work is authorized unless specifically approved in advance by the County Project Officer or designee and unless a valid County Work Order/Purchase Order is issued.

The Contractor shall be able to receive requests via telephone and by e-mail. The County uses an automated monitoring system. The Contractor shall respond to e-mails defined as a critical alarm sent through the automated system within the timeframe specified for emergency repair services.

If the Contractor is unable to or fails to respond within the required time frame, the County reserves the right to obtain the service elsewhere. If the Contractor is unable to or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the County may, in its own discretion, terminate the contract.

**J. WORK HOURS**

Regular work hours are defined as 7:00 a.m. to 5:00 p.m., Monday through Friday, except weekends and County observed holidays. All work shall be performed during regular working hours unless indicated otherwise in this contract or expressly authorized in writing by the County Project Officer or designee. It is the Contractor's responsibility to determine the hourly schedule and access availability for each area covered by this Contract. No overtime payments will be allowed for work done before 7:00 am or after 5:00 pm when such scheduling is done at the Contractor's option.

**K. OVERTIME WORK**

Work authorized in advance in writing by the County Project Officer or designee to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rate(s) provided on the Bid Form. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer or

designee. Work performed outside of regular work hours without the advance approval of the Project Officer or for the Contractor's convenience shall be paid for at straight-time hourly labor rate(s) only.

**L. CHECK-IN AT SITE AND SIGN-OFF**

The Contractor's employees shall check in and out with the County's Facilities Management Bureau Hotline (703-228-4422) during any work at a County facility to allow for proper notification to County staff at various sites.

**THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.**

**M. MATERIALS AND WORKMANSHIP**

All equipment, parts and materials used or furnished under this Contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer or designee is required on a case-by-case basis when rebuilt parts are proposed for use.

The Contractor understands and agrees that payment to the Contractor for materials used in the performance of any work under this contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited. All charges for materials for all Contract work shall be at the Contractor's cost.

**N. GUARANTEE**

The Contractor shall guarantee all parts/materials and workmanship for a period of one (1) year or the manufacturer's warranty period, whichever is longer. Any repeated repairs/corrections for the same reason or problem within this time period shall be made at no cost to the County. The Contractor guarantee shall commence upon final County payment for that specific project, item, or task.

**O. LICENSES AND PERMITS**

The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this Contract. The Contractor shall be responsible for providing all necessary formal notices required in conjunction with the lawful execution of the work under this Contract.

**P. ADDITIONAL EQUIPMENT REQUIREMENTS**

Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle. If the project assigned requires the use of equipment and/or services not covered by this contract or normally associated with the provision of electrical repair and maintenance services, the estimated costs of the additional equipment and/or services shall be identified in the Contractor's written proposal for the job. If the County accepts the use of additional equipment and/or services, the Contractor will be reimbursed only for the actual amount of the cost of such equipment and/or services. The County reserves the right to have others provide the additional equipment and/or services.

**Q. CONTRACTOR'S PERSONNEL**

**1. CONTRACT MANAGER**

The Contractor shall assign a qualified individual to serve as the Contract Manager. The Contractor shall identify to the County the Contract Manager within ten (10) calendar days of Contract award. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of electrical systems and components; have the ability to troubleshoot problems and issues quickly and be able to consult with the County Project Officer or designee about remedies. The Contract Manager's main office of operation shall be located within seventy-five (75) miles of the Arlington County Courthouse.

The Contract Manager shall report to the County's Project Officer for communication, coordination and evaluation of inspection, testing, and maintenance services and for quality control. The Contract Manager shall serve as the single point of contact with the County for work assignments, Contractor cost proposals, and problem resolution.

The Contract Manager shall meet with the County Project Officer for progress meetings at the County Project Officer's request.

The Contract Manager hours are not billable and shall be considered Contractor overhead.

**2. PROJECT MANAGER**

The Contractor shall provide project management on an as-needed basis. The Project Manager shall be responsible for project coordination of installation, repair, and replacement projects. The coordination tasks shall include, but not be limited to scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). A Project Manager may only be charged for project work over \$25,000. No overtime charges will be allowed for Project Manager's work.

**3. ELECTRICIANS**

The Contractor shall provide on an as-needed basis Electricians who currently hold an active Journeyman or Master Electrician tradesman certification through the Virginia Board for Contractors. Evidence of stated certification shall be made available to the County upon request at any time. Each Electrician must have at least five (5) years of experience in the electrical field.

The Contractor shall always employ during the Contract term at least three (3) Journeyman Electricians and one (1) Master Electrician that are readily available to perform work under this Contract.

**4. ELECTRICIAN HELPER**

The Contractor shall provide an Electrician Helper to assist the Electrician on an as-needed basis. The Electrician Helper shall be capable of providing assistance to the Journeyman or Master Electrician; have a minimum of one (1) year's exposure to the electrical craft; be able

to work with basic tools of the trade and be able to independently perform basic electrical tasks.

The Contractor shall always employ during the Contract term at least four (4) Electrician Helpers that are readily available to perform work under this Contract.

Contractor's personnel, including the supervisor(s), who perform work in the facilities covered by the Contract, shall wear clean company uniform and safety shoes. The company name shall appear on the uniform. The supervisor may wear dress clothes and dress shoes and shall display a name tag with the supervisor's name and company name.

The County reserves the right to reject any of Contractor's service personnel, who, in the County's sole judgment, are not adequately qualified or present themselves professionally to perform the work and require the Contractor to replace them with qualified personnel.

**R. PAYMENT FOR CONTRACT SERVICES**

The Contractor's invoice shall reflect the total amount of billing, supported by the appropriate work tickets clearly itemized and identified by each site. All work tickets shall include the County's Purchase Order or Work Order Number.

Payments for work performed by the Contractor and accepted by the County Project Officer or designee will be made by the County to the Contractor upon completion of service and submission by the Contractor of a proper and correct invoice with all associated documentation attached. For large projects, submission of monthly invoices is allowed. Invoices submitted without work tickets and associated work order numbers shall not be paid and shall be returned to the Contractor. The Contractor may submit electronic and legible copies of the inspection/testing reports in lieu of hardcopies if approved by the County Project Officer.

Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No "portal to portal" charges, fuel surcharges or miscellaneous fees are permitted under the contract.

**S. TIMELY COMPLETION OF WORK**

The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks. The County will deduct from Contractor's invoices any charges for time spent by the Contractor's crew on extended lunch breaks or other breaks.

Scheduling of priority work, including the interruption of a current assignment, requires the advance approval of the County Project Officer. Emergency work identified by the County Project Officer or designee shall take precedence over current work.

**T. COUNTY'S RIGHT TO STOP WORK**

The County reserves the unilateral right to cancel any job assigned and in progress if the Contractor, in the opinion of the County Project Officer or designee, is not performing work at a satisfactory pace or fails to perform work in a professional manner commensurate with accepted trade and safety standards. If a job is canceled, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site.

prior to the time of cancellation. The County reserves the right to contract for completion of such work with another vendor.

#### **U. SPECIAL TERMS AND CONDITIONS**

1. **TRAFFIC MANAGEMENT**: The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all Contract work. The Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current Virginia Department of Transportation (VDOT) standards. At least one Contractor employee at each site where traffic control is required shall be a VDOT certified flagger trained on Basic Work Zone Traffic Control.
2. **EQUIPMENT ACCESSIBILITY**: The Contractor shall provide the means and methods to access all electrical equipment included in this Contract. This includes, but is not limited to, ladders and scissors lifts (man-lifts). Cost for access shall be considered Contractor overhead and shall not be charged separately.
3. **ROOF SAFETY**: The Contractor shall follow all applicable federal, state, and local safety requirements and regulations for roof safety.
4. **MATERIAL DISPOSAL**: The Contractor shall be responsible for proper disposal of all waste and shall remove all trash and waste produced by service. Disposal shall be in accordance with all applicable local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.).
5. **SAFETY WORK PLAN**: The Contractor shall provide a safety work plan to the County Project Officer or designee for all work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval at the beginning of the contract with the initial schedule and separately at County's request for any project work prior to the start of work.
6. **CODES AND STANDARDS**: All work performed under this Contract shall be in strict accordance with all applicable codes, industry standards, and County Standards. Should permits for any work performed by the Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees.
7. **QUALITY CONTROL PLAN**: The Contractor shall provide a quality control plan to the County Project Officer or designee for all work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval at the beginning of the contract with the initial schedule and separately at County's request for any project work prior to the start of work.

#### **V. JUSTICE CENTER BACKGROUND CHECK AND SECURITY REQUIREMENTS**

All Contractor personnel anticipated to work in the Courthouse facility must obtain background check clearance from the Arlington County Sheriff's Office to access the Justice

Center. Personnel who successfully pass the background check must attend a one-day Arlington County Sheriff's Office security class in order to be allowed to work in the Arlington County Detention Facility (ACDF) and Courthouse buildings. The one-day training session provided by the Sheriff's Office will include, but will not be limited to, required onsite security protocols, responsibilities and compliance with the Prison Rape Elimination Act (PREA) as specified in 28 CFR Part 115 of the Federal Registry. All personnel shall also be required to attend an annual one-day security/PREA refresher training. The Contractor shall not be reimbursed for time required for ACDF security trainings.

When entering or performing work at the ACDF, any and all Contractor's personnel carrying tools and replacement parts shall carry such tools and replacement parts in a locked tool bag or mobile tool cart with lockable drawers/doors. In addition, the Contractor shall ensure that each tool bag or mobile toll cart has a current (daily) inventory of the list of tools, replacement parts and any hazardous materials or products contained in the bag or mobile cart prior to entering and leaving the ACDF.

**W. METHOD OF MEASURING PERFORMANCE**

The performance of the Contractor will be measured throughout the term of the Contract by consideration of the following performance criteria:

1. Failure to adhere to the contract requirements.
2. Failure to provide appropriately certified and trained personnel as required in Section T. CONTRACTOR'S PERSONNEL.
3. Failure to Provide and adhere to the approved schedules for time-and-material and project work.
4. Number of call-backs to correct malfunctions/failures.
5. Failure to respond to requests for work as provided for in the Scope of Work.
6. Failure to perform services within accepted industry standards and codes.
7. Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.
8. Failure to perform services within the time prescribed within accepted industry standards and codes. Excessive time to complete work on three (3) or more jobs within a three (3) month period, may result in termination of the Contract by the County for default.
9. Contract Manager's failure to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required in Section T. CONTRACTOR'S PERSONNEL.
10. Failure to follow all applicable local, state and federal standards regarding confined space entry and material disposal.

**X. SERVICES FOR OTHER COUNTY AGENCIES**

This Contract is extended to other County Agencies. If other Agencies make use of this Contract, a separate Purchase Order ("PO") must be issued by that Agency. All project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO.

## ARLINGTON COUNTY, VIRGINIA

## INVITATION TO BID NO. 21-DES-ITB-177

BID FORMSUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 2:00 P.M., ON AUGUST 31, 2020

FOR PROVIDING ELECTRICAL MAINTENANCE AND REPAIR WORK FOR VARIOUS COUNTY AND LEASED FACILITIES 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)

L&amp;M Electric and Plumbing, LLC

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

Saul Romero, President

ADDRESS:

2601 Beacon Hill Rd

CITY/STATE/ZIP:

Alexandria, VA 22306

TELEPHONE NO.:

703-768-2222

E-MAIL  
ADDRESS:

LMElectric2005@msn.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: S2252916

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.



BID FORM, PAGE 2 OF 7ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if 960692478

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED  
FROM SUBMITTING BIDS TO ARLINGTON COUNTY,  
VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION  
WITHIN THE PAST THREE YEARS?

YES ☐ NO ☒

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST  
THREE YEARS?

YES ☐ NO ☒

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR  
TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR  
SUSPENDED IN THE PAST THREE YEARS?

YES ☐ NO ☒

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN  
CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING  
BUSINESS IN THE PAST TEN YEARS?

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW  
APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS,  
TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS,  
ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION  
WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY  
OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

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 VENDOR REGISTRY WEBSITE AT:  
[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO  
THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

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

NAME OF BIDDER: L&M Electric and Plumbing, LLC

BID FORM, PAGE 3 OF 7**BID FORM PRICE SHEET****1. HOURLY LABOR RATES**

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES. BIDDER MUST BID ON ALL 3 POSITIONS AND LINE ITEMS TO BE DEEMED RESPONSIVE.

LINE ITEM	POSITION	REGULAR HOURLY RATE	OVERTIME RATE (Work before 7:00am and after 5:00pm, weekends and holidays)
1	Project Manager	\$ 60.00	
2	Electrician (Journeyman or Master Electrician)	\$ 70.00	\$ 90.00
3	Electrician Helper	\$ 34.00	\$ 45.00
	Sub-Total	\$ 164.00	\$ 135.00
<b>GRAND TOTAL</b> (add both Regular Hourly Rate Sub-Total and Overtime Rate Sub-Total for Grand Total Amount)		\$	<b>299.00</b>

In addition to the completed and properly executed Bid Form, Bidders must provide the following information with their bids. Bids submitted without this documentation, or bids submitted by bidders who do not meet these requirements, may be subject to rejection:

- A. Resumes and certifications of the staff to be assigned to work on County property under this contract, as below:
  - a. Resume of one (1) Master Electrician demonstrating 5 years of experience in the electrical field. A copy of the Master tradesman certification from the Virginia Board of Contractors.
  - b. Resumes of three (3) Journeyman Electricians demonstrating 5 years of experience in the electrical field. Copies of the Journeyman tradesman certifications from the Virginia Board of Contractors for each of them.
  - c. Resumes of four (4) Electrician Helpers demonstrating 1 year of experience in the electrical field.
- B. Bidders can provide up to five (5) references for similar work, all of which must be within the past three (3) years. Only commercial or governmental references will be accepted as meeting this requirement. Include contact name, phone number and e-mail address of the contact

BIDDER NAME: L&M Electric and Plumbing, LLC