

IK#16484 JS

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

NOTICE OF CONTRACT EXTENSION

TO: Pro-Bel Enterprises	DATE ISSUED:	August 28, 2020
765 Westney Road South	CONTRACT NO:	692-14
Ajax, ON L1S6W1, Canada	CONTRACT TITLE:	Inspection of Fall Protection Systems

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

This is your notice that the above referenced contract has been extended. The "Contract Term" covered by this Notice of Contract Extension is effective July 1, 2020, and expires November 30, 2020, subject to any modifications as provided for in the Contract Documents.

The Contract Documents consist of the terms and conditions of Arlington County Agreement No. 692-14, including any exhibits, attachments or amendments thereto.

EFFECTIVE DATE: September 1, 2020
EXPIRES: November 30, 2020
COMMODITY CODE(S):
LIVING WAGE: N

ATTACHMENTS:
ARLINGTON COUNTY, VA AGREEMENT NO. 692-14


CONTRACT PRICING:
1. REFER TO ARLINGTON COUNTY AGREEMENT NO. 692-14

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

<u>VENDOR CONTACT:</u> MICHAEL GARDNER	<u>VENDOR TEL. NO.:</u>	(905) 427-0616
<u>EMAIL ADDRESS:</u> MICHAELG@PRO-BEL.CA		
<u>COUNTY CONTACT:</u> TSEHAY LIGHTFOOT (DES)	<u>COUNTY TEL. NO.:</u>	(703) 228-7593
<u>COUNTY CONTACT EMAIL:</u> TLIGHTFOOT@ARLINGTONVA.US		

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

PRINT: Shirley Diamond
SIGNATURE: 
TITLE: Procurement Officer
DATE: 9-22-20

PRO-BEL ENTERPRISES

PRINT: ~~Mukesh Chachcha~~ Gary Feldman
SIGNATURE: 
TITLE: Vice-President Finance
DATE: Sept 21 / 2020

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT

Agreement No. 692-14

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY VIRGINIA ("County") and:

I&Majtd,

NAME/ADDRESS: Pro-Rel Enterprises, Inc., 65 Sunray St. Whitby, ON, L1NBY3, Canada ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the following goods or services:

See Exhibit A to the Agreement.

2. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no goods or services are required.

3. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County's Department of Environmental Services.

4. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on the date of execution of this Agreement by the County, and, unless terminated as provided below, shall continue until June 30, 2020.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor the amounts specified in Exhibit B for the work performed. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

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

Agreement No. 692-14

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

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

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

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all contract goods or services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of

repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. 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 sub-contractor(s).

The Contractor shall identify to the County Project Officer at least one (1) 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 this Contract.

12. The Contractor shall provide the insurance coverages marked with an "X" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

- workers Compensation and Standard Virginia Workers Compensation Policy.
- Commercial General Liability (CGL) - \$50,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent

Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.

- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)
- The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.
- The Contractor shall provide \$5,000,000 product liability insurance on all installed products.

13. The Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

14. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

15. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the

24. All notices and other communications hereunder shall be deemed to have been given when made by mailing and either by registered or certified mail, or by overnight or similar delivery service, or by depositing in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Severly Bean
Pro-Bel Enterprises, Inc. **Lim r f - d**
64 Sunray Dr.
Whitby, ON, L1N8Y3, Canada

TO THE COUNTY:

Viswanathan Vallayil
The County Procurement Officer
Stafford County, Department of Purchasing and Logistics
1400 North Ohio St., Suite 601
Arlington, VA 22201

HWQ

Richard L. Warren, Jr., Purchasing Agent
Stafford County, Virginia
2166 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

25. The Contractor agrees to retain all books, records and other documents related to this contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

26. This Agreement expressly incorporates any and all applicable laws and regulations referenced herein and hereby incorporated. Where the provisions of this Agreement vary from the laws and regulations and any other applicable laws, the laws and regulations shall prevail.

27. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and confidentiality transaction components of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to H.S.P.S. §161.561(c) and §164.501(f).

33. The Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

34. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

PROHIBITION, INC. *Lin, j lkeJ.*

SIGNED: "idf Id Lw

SIGNED: :J/JL

PRINTED NAME: HAROLD D. WARREN, JR.

PRINTED NAME: **Garr Feldman**

PRINTED TITLE: PURCHASING AGENT

PRINTED TITLE: **V.P. of Finance**

DATE: 3/15/01

DATE: JUL02/01

EXHIBIT A

Scope of Work

1) Equipment included under the Contract:

The following equipment to be included under this Contract is currently installed at the locations specified. The County reserves the right to add or remove sites and/or make modification to the equipment in this Contract. For any addition to the Contract, the pricing and scope of work for the additional location/equipment will be negotiated between the County and the Contractor and will be added to this Contract through a written Amendment signed by both parties:

Arlington Arts Center - 3550 Wilson Boulevard, Arlington, Virginia

Quantity	Part type - Non-Pro-Bal or provided by Pro-Bal	Description
2	DBI-SALA Model 2100076	Not a Pro-Bal system. Attached to roof rafters with toggle nut and bolt and od blocking

Arlington Mill Community Center - 909 South Dinwiddie Street, Arlington, Virginia

Quantity	Part type - Non-Pro-Bal or provided by Pro-Bal	Description
1	FA-PBE74580-2806	Cast in fully embed roof anchor 28"
2	FA-PBE75-0000-18000	19" weld to structure roof anchor
19	FA-DB6-23103-24	24" cast in cage a600 davit base
2	FA-DB6-13005-18	19" weld to structure a600 davit base
2	FA-DA 1071-A000	Davit arm a100 (5' reach, 5' mast)
	FA-DA 1071-B000	Davit arm a100 (5'-6" reach, 7' mast)
6	CUS-2400415-001	Horizontal rigging sleeve
3	CUS-2400415-002	Horizontal rigging sleeve
2	CUS-2400415-007	Inner sleeve
2	FA-PBE74580-2006	30" cast in fully embed roof anchor

Courthouse - 1425 North Courthouse Road, Arlington, Virginia

Quantity	Part type - Non-Pro-Bel or provided by Pro-Bel	Description
42	Existing (nonprobel)	Roof anchors c/w shackles
18	PB-CMP anchors	Stanchions c/w anchors
42	PBE-75	direct / roof anchors
18	PBE-75	Single Bolt Through bolted roof anchors
2	PBE-73	Four Bolt through roof anchors
58	Existing (nonprobel)	Existing davit bases
58	Existing (nonprobel)	Existing roof anchors
4	Custom made by Probel	Custom long reach davit arms
4	Custom made by Probel	Custom short reach davit arms
6	Custom made by Probel	Horizontal lifeline systems
6	ABS 55 (Non probel)	Vertic shock absorber

Springington Library - 4200 Campbell Avenue, Arlington, Virginia

Quantity	Part type - Non-Pro-Bel or provided by Pro-Bel	Description
12	PBF-74	Cast in place roof anchors

2) Scope of Work for Annual Inspections

The initial inspections for all buildings shall be performed in accordance with the "Annual Inspection Requirements" section within 30 days after award of the contract. The annual inspections in the following years shall be completed no later than one (1) year from the date of the previous year's annual inspection.

The initial inspection for the Arlington Arts Center shall be performed in accordance with the section entitled "Initial Inspection for Arlington Arts Center" below. All subsequent inspections shall follow the "Annual Inspection Requirements" section.

Annual Inspection Requirements

- The Contractor shall be responsible for maintaining the PP (Pro-Bel) logbook for each piece of equipment. The Contractor shall be responsible for the logbook's content and accuracy. The logbook

shall include, at a minimum, the copies of inspection reports, drawings, and the log of any use of equipment. One copy of the logbook shall be maintain at the **site**, and one at the Arlington County's Facilities Management Bureau's offices.

- The Contractor shall visually inspect the suspended maintenance system in accordance with the PE logbook, OSHA (Occupational Safety and Health Administration), ANSI (American National Standards Institute) I-14 and all other applicable state and federal safety standards and regulations. The visual inspection shall include a review of the exposed, visible and accessible components of the system for signs of distress.
- The Contractor shall review equipment compliance and integrity in reference to design drawings.
- The Contractor shall provide a written report summarizing all findings within 10 (ten) business days after completion of the inspection. This inspection report shall be prepared by the Contractor and shall reflect the inspector's judgment based on the information available at the time the report is prepared.
- If any deficiencies are found which would prevent the certification from being issued, a price quote for repairs shall be submitted to the County Project Officer along with the inspection report.
- After deficiencies (if any) are addressed, the Contractor shall submit another written report with letter certifying the anchors are fit for use within 10 (ten) business days from the date of correcting the deficiencies. Upon issuing the certification, the Contractor shall install a tag next to the anchor, specifying the load rating of the anchor.

Initial Inspection at Arlington Arts Center:

- The Contractor shall review existing equipment's integrity and design.
- The Contractor shall review existing drawings, if applicable (if the Contractor received copies of rooftop drawings they must be provided to the inspector).
- The Contractor shall review and comment on the adequacy of anchor placement in order to meet Federal OSHA/ ANSI I-14 requirements.
- The Contractor shall make any recommendations to upgrade system, if necessary, and provide a cost estimate.
- The Contractor shall provide a detailed inspection report outlining the findings of the site visit within 10 (ten) business days after completion of the inspection.
- If any deficiencies are found which would prevent the certification from being issued, a price quote for repairs shall be submitted to the County Project Officer along with the inspection report.
- After deficiencies (if any) are addressed, the Contractor shall submit another written report with letter certifying the system is fit for use within 10 (ten) business days from the date of correcting the deficiencies. Upon issuing the certification, the Contractor shall install/update a tag next to the anchor, specifying the load rating of the anchor.

3) Scope of work for Load Testing Service

Courthouse:

Adhesive Load Testing is to be performed at the Courthouse location only and only the adhesive anchors at this building are to be tested. There are no adhesive anchors on the other buildings. The adhesive anchors will not be certified for use until the testing has been completed.

Adhesive testing shall be completed immediately after Contract award of the purchase order to ensure a continued certification of anchors. The adhesive load testing inspections shall be performed annually. The subsequent inspections shall be performed no later than one (1) year from the date of the previous year's annual inspection.

If any deficiencies are found which would prevent the load certification from being issued, a price quote for repairs shall be submitted to the County Project Officer along with the inspection report. After deficiencies (if any) are addressed, the Contractor shall submit another written report with letter certifying the system is fit for use within 10 (ten) business days from the date of correcting the deficiencies.

Shirlington Library:

The 10 Year Recertification is due on April 19, 2015. The testing for this location must be done before the expiration date of the current certification. As part of the 10 Year Recertification the Contractor shall perform load testing on 25% of the equipment, the remaining equipment shall be visually inspected. The recertification can be coordinated with next year's annual inspection.

Arlington Mill Community Center:

10 Year Recertification Testing would not be due within this contract duration. (will be due 10 years after the initial stamping date on the drawings, March 22nd 2013).

Arlington Arts Center:

Testing requirements and additional work shall be determined after the initial inspection has been completed, and will be added to this Contract through an Amendment executed by both parties. The initial inspection will require the Contractor to determine if and how often testing is required and if any retrofits to the existing system are required. This initial inspection will be at no additional cost to the County.

4) Compliance requirements for Annual Inspections, Adhesive Testing and Corrective deficiencies

All work under this Contract shall be performed in accordance with all applicable state and federal regulations, to include the ANSI/WCA I-14.1-2001 Window Glazing Safety Standard prepared jointly by the American National Standards Institute and the

Application of Structural Protective Coatings

5) Warranty

The contractor shall provide a one (1) year material and labor warranty for any inspections and defective work performed under this contract.

6) Repairs

The contractor shall provide repair services for work needed to maintain the structural integrity of the system. The Contractor shall provide corrective work quotations separately after any deficiencies have been noted on Inspection Reports.

EXHIBIT B

Price List

Annual Inspections:

Arlington Arts Center	initial inspection: \$700.00
	subsequent inspections: \$500.00 per year
Arlington Mill Community Ctr	\$595.00 per year
Courthouse	\$725.00 per year
Shirlington Library	\$475.00 per year

Adhesion Lead Testing:

Courthouse	\$4,700.00 one time fee
Shirlington Library	\$4,400.00 one time fee

Corrective Maintenance:

For any corrective work required, the Contractor shall submit a detailed written quote for performing the services. The County Project Officer may, in their own discretion, negotiate the pricing or the scope of services proposed if they are considered to be excessive.

