

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

CONTRACT NO. 21-DES-SS-614

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and with Connexionz Smart Transit, whose principal place of business is located at 27720 Avenue Scott, Santa Clara, California 91355. ("Contractor").

1. The Contractor agrees to provide maintenance and support services for the CAD/AVI system for the Arlington County Transit system in accordance with the Exhibits A and Exhibit B.
2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contract Term shall be One (1) Base Year with One (1) Option Year.
4. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
5. The Contractor shall provide the goods or services covered under this Contract as set forth in the Scope of Work (Exhibit A) and Price Schedule (Exhibit B).
6. The County will pay the Contractor, for services or goods that the Project Officer accepts. 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 net Forty-Five (45) days from receipt of an invoice that the Project Officer approves for payment.

7. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation 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.
8. The Contractor is obligated to take one of the Two (2) 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:
 - a. Pay the sub-contractor 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 sub-contractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for non-payment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the sub-contractor 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 sub-contracts a provision requiring each sub-contractor 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 sub-contractor 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. The County may terminate this Agreement by Thirty (30) days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
9. The County may terminate this Agreement by a Forty-Eight (48) hour written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or Three (3) days after the County mails the notice, whichever is sooner.

The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.

10. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
11. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
 - Workers Compensation-Standard Virginia Workers Compensation Policy.
 - Commercial General Liability (CGL)- \$500,000 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)

12. 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 on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must 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.

13. The Contractor must 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.

14. 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 pay the fees.

15. The Contractor must provide the following:

- (i) 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- (iv) Include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

16. If the Contractor employs more than Five (5) 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.

17. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
18. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is Thirty (30) days.
19. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
20. 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.
21. 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 proposal 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.
22. 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
23. The County does not discriminate against faith-based organizations.
24. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; 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.

- 25.
26. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
27. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
28. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
29. The Contractor covenants for itself, its employees and its sub-contractors to save, 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.

30. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

Wayne Smith, CEO
1 Show Place
Addington Christchurch 8146
New Zealand

TO THE COUNTY:

Thomas Scherer, Public Transit Technology Manager
Department of Environmental Services
Division of Transportation
2100 Clarendon Boulevard
Suite 900
Arlington, Virginia 22201
Telephone: 703-228-3281

**Sharon T. Lewis, Purchasing Division Chief
Office of Management and Finance
Arlington County, Virginia
2100 Clarendon Boulevard,
Suite 500A
Arlington, Virginia 22201
Telephone: 703-228-3294**

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS)

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

31. The Contractor must retain all books, records and other documents related to this Contract for at least Five (5) years or such period of time required by the County's funding partner(s), if any, whichever is greater after the Final Payment after and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within Fifteen (15) days of the request, at the Contractor's expense.

Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within Thirty (30) days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor.

If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within Five (5) years after the Final Payment or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least Thirty (30) days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of the Contract.

32. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
33. This Agreement may be modified only by written amendment.
34. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.

35. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

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

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR'S NAME

PRINTED NAME: SHARON LEWIS
TITLE: PURCHASING DIVISION CHIEF

PRINTED NAME: WAYNE SMITH
TITLE: CEO

AUTHORIZED SIGNATURE
SHARON LEWIS

Dr. Sharon T. Lewis

AUTHORIZED SIGNATURE
WAYNE SMITH

Wayne Smith

DATE: June 3, 2021

DATE: April 13, 2021

EXHIBIT – A
SCOPE OF SERVICES

PURPOSE

The purpose of this Agreement is to continue maintenance and support services for Arlington Transit (ART) dispatchers, operations supervisors, maintenance personnel. The foregoing services will continue the ability to monitor location(s) and adherence of buses on all routes, update on an on-going basis and provide ART personnel with the ability to communicate with bus operators.

SCOPE OF WORK

The Contractor shall provide the following services:

1. Use of Connexionz Bus Finder equipment and links to electronic display through XML and Voice XML as required. Said information will provide information to ART customers to access the number of "wait" minutes for the next bus to arrive at their selected bus stop. The Bus Finder shall be powered by means that does not require connections to external power source(s)>
2. Supply ART with Turn-Key radio voice networking using narrow band analog radio, provide dispatch and maintenance personnel with voice communication capability with individual bus drivers and "on-call" voice messaging.
3. Store bus location, schedule adherence data, convey "real-time" bus location information utilizing UHF channels, allow research, at a later date of reported incidents.
4. Provide capability to download data directly into Office 365, Microsoft Excel or other spreadsheet program as designated by Arlington County.

The Contractor shall manage the system, including hardware, software upgrades, updates and service patches in accordance with the change control procedures detailed below:

1. On a Three (3) Cycle the Contractor shall adhere to the following procedures:
 - Review, make recommendation to server maintenance requirements, up-grades, hosting arrangements;
2. On an Annual Basis the Contractor shall:
 - Implement software updates, as required;
 - Do radio frequency signal strength checks, modem checks, terminal service devices, antenna, cable paths and link security;
 - Inspect vehicles, check Bus Pack or Medius installation security, frayed cables, battery condition, antenna and GPS units; secure and replace as required;
 - Inspect Bus Finder signs at Six (6) month intervals, check battery condition(s), clean, replace as required;

- Provide approximately Four (4) hours of remote training, time location TBD and approved by the County;
- Provide on-site training to familiarize ART, Transit Bureau personnel of system updates, additional features, assist new personnel with new software.

3. Daily the Contractor shall:

- Executed random monitoring, coordinate with dispatch staff to ensure busses are assigned correctly;
- Notify Traffic Bureau personnel, ART Contractor, General Manager when “patterns” are observed of late bus assignments, un-intended software use or other anomalies, recurring problems to be addressed by ART;
- Analyze system performance, take remedial action when required for non-tracking or poor performing vehicles;
- Coordinate with Transit Bureau and ART contractor as required during services hours;
- Coordinate with Commercial Communications for site work as required, communicate with Transit Bureau personnel and ART contractor upon completion of the work;
- Perform remedial work as required to ensure system functionality.

The Contractor shall respond to ART service, repair request in accordance with the priorities detailed below:

- **Category 1 – EMERGENCY**
The Contractor shall respond within Two (2) hours of receipt of notification from the County;
- **Category 2 – URGENT**
The Contractor shall respond within Four (4) hours, during “normal” working hours (8:00 AM-5:00 PM EST) of receipt of notification from the County; repairs shall be performed during normal working hours, excluding public holidays;
- **Category 3 – NEXT BUSINESS DAY**
The Contractor shall respond the next business day (Monday – Friday) of receipt of notification from the County; repairs shall be performed within Two (2) business day, excluding public holidays, provide replacement parts when available; if parts are not available the Contractor shall advise County of approximate time.
- **Category 4 – PRE-ARRANGED SERVICES**
Pre-arranged services, i.e., training must be pre-arranged.

OPTIONAL SERVICES

Arlington County reserves the right to negotiate additional tasks under this Agreement, including but not limited to, (1) provide an Application Program interface to enable Third Party developers to use the bus, block and location data for external based bus location systems, (2) option tasks may be added to the Work by formal modification to the contract, executed by both parties.

EXHIBIT - B
PRICE SCHEDULE

ARLINGTON COUNTY GOVERNMENT
PRICE SCHEDULE - Page 1

NAME AND ADDRESS OF FIRM						
Connexion Limited, LV12, BDG2-Show Place, PO Box 9001 - Tower Junction 8149-Addington, Christchurch, New Zealand						
PROJECT NUMBER(S) AND DESCRIPTION						DATE
The Contractor shall provide all materials, equipment, tools, incidentals, supplies and supervision for the Arlington County Bus Tracking System Support and Maintenance Services.						03/31/2021
I. DIRECT COSTS				FOR AUTHORITY USE ONLY		
SOFTWARE, LICENSES	Unit Price	Rate	Total	No. Hours	Rate / Hour	Total
1. Annual Software, Device Licenses	\$5,000.00	1Yr	\$ 5,000.00			\$ -
2. General User Licensing	\$2,000.00	1 Yr	\$ 2,000.00			\$ -
3. Hardware Device Licenses	\$22,000.00	1 Yr	\$ 22,000.00			\$ -
4. Routine Monitoring/Maintenance/Support	\$50,000.00	1 Yr	\$ 50,000.00			\$ -
5. Communications Infrastructure	\$11,000.00	1 Yr	\$ 11,000.00			\$ -
6. Data Radio Channel Infrastructure	\$13,000.00	1 Yr	\$ 13,000.00			\$ -
7. Voice Radio Channel Infrastructure	\$8,000.00	1 Yr	\$ 8,000.00			\$ -
TRAINING			\$ -			\$ -
8. Remote Training-As Needed - 2 hour session	\$800.00		\$ -			\$ -
9. On-site Training-As Needed	\$9,400.00		\$ -			\$ -
10. Group Training-As Needed	\$9,400.00		\$ -			\$ -
PARTS REPLACEMENT-BUS FINDERS			\$ -			\$ -
11. Furnish/Install New Busfinder-As Needed	\$4,500.00		\$ -			\$ -
12. Replace Module-As Needed	\$2,960.96		\$ -			\$ -
13. Decal Change, Install (labor, travel)-As Needed	\$352.00		\$ -			\$ -
14. Replace Glass- As Needed	\$100.00		\$ -			\$ -
15. Decal Configuration/Programming-As Needed	\$120.00		\$ -			\$ -
TOTAL OF SECTION I			\$ 111,000.00			\$ -
II. CONTRACTOR IN-HOUSE REPRODUCTION COSTS			\$ -			\$ -
III. MATERIALS AND SUPPLIES (Not included in G&A Costs)			\$ -			\$ -
IV. INDIRECT COSTS (Furnish details)						
1. Overhead on Direct Labor - Percentage		0.00%	\$ -			\$ -
2. General and Administrative Costs (% Direct Labor)		0.00%	\$ -			\$ -
A. Profit - % of All above Direct and Indirect Costs		0.00%	\$ -			\$ -
TOTAL OF SECTION IV			\$ -			\$ -
V. TOTAL OF SECTIONS I, II, III AND IV (Subject to statutory cost limitation)			\$ 111,000.00			\$ -
VI. REIMBURSABLE ITEMS (Give details)						
1. Preparation of Technical Manuals			\$ -			\$ -
2. Making Technical Studies/Investigations			\$ -			\$ -
3. Travel, Per Diem (Number of Trips)			\$ -			\$ -
4. Long Distance Telephone Costs			\$ -			\$ -
5. Reproduction Costs (Where subcontracted)			\$ -			\$ -
TOTAL OF SECTION VI			\$ -			\$ -
VII. PROPOSAL (TOTAL OF SECTIONS V AND VI)			\$ 111,000.00			\$ -
REMARKS (Identify by Section and Item Number, if applicable, if additional space is required, use separate blank sheet of paper.)						

ARLINGTON COUNTY GOVERNMENT
PRICE SCHEDULE Page 2

NAME AND ADDRESS OF FIRM						
Connexion Limited, LV12, BDG2-Show Place, PO Box 9001 - Tower Junction 8149-Addington, Christchurch, New Zealand						
PROJECT NUMBER(S) AND DESCRIPTION						DATE
The Contractor shall provide all materials, equipment, tools, incidentals, supplies and supervision for the Arlington County Bus Tracking System Support and Maintenance Services.						03/31/2021
I. DIRECT COSTS				FOR AUTHORITY USE ONLY		
MEDIUS (g4) UNITS, TRACKING EQUIPMENT	Unit Price	Rate	Total	No. Hours	Rate / Hour	Total
1. Furnish, Install New Units-As Needed	\$3,000.00		\$ -			\$ -
2. Pepwave BR1 Max Verizon Modem	\$500.00		\$ -			\$ -
3. CCM300 Option Boards-As Needed	\$244.00		\$ -			\$ -
4. GPS Antenna-As Needed	\$254.00		\$ -			\$ -
5. Radio Antenna-As Needed	\$200.00		\$ -			\$ -
6. New Wiring Looms-As Needed	200.00		\$ -			\$ -
MOBILE RADIOS			\$ -			\$ -
7. Furnish, Install MotorBolt Radio-As Needed	\$1,400.00		\$ -			\$ -
8. Furnish, Install New Hytera Radio-As Needed	\$1,400.00		\$ -			\$ -
9. Replace VoiceRadio Battery-Motorola x6550	\$130.00		\$ -			\$ -
10. Replace Voice Radio Battery-Hytera PD682	\$130.00		\$ -			\$ -
COMMUNICATIONS			\$ -			\$ -
11. Connexionz Base Station Modem-Replacement	\$4,000.00		\$ -			\$ -
OTHER SUB-CONTRACT CHARGES			\$ -			\$ -
12. Incomplete Services Call-No On-Site Vehicle	300.00		\$ -			\$ -
13. Minimum Call Out Rate-Normal Hours	\$165.00		\$ -			\$ -
14. Minimum Call Out Rate-Non Business Hours	\$220.00		\$ -			\$ -
TOTAL OF SECTION I			\$ -			\$ -
II. CONTRACTOR IN-HOUSE REPRODUCTION COSTS			\$ -			\$ -
III. MATERIALS AND SUPPLIES (Not included in G&A Costs)			\$ -			\$ -
IV. INDIRECT COSTS (Furnish details)						
1. Overhead on Direct Labor - Percentage		0.00%	\$ -			\$ -
2. General and Administrative Costs (% Direct Labor)		0.00%	\$ -			\$ -
A. Profit - % of All above Direct and Indirect Costs		0.00%	\$ -			\$ -
TOTAL OF SECTION IV			\$ -			\$ -
V. TOTAL OF SECTIONS I, II, III AND IV (Subject to statutory cost limitation)			\$ -			\$ -
VI. REIMBURSABLE ITEMS (Give details)						
1. Preparation of Technical Manuals			\$ -			\$ -
2. Making Technical Studies/Investigations			\$ -			\$ -
3. Travel, Per Diem (Number of Trips)			\$ -			\$ -
4. Long Distance Telephone Costs			\$ -			\$ -
5. Reproduction Costs (Where subcontracted)			\$ -			\$ -
TOTAL OF SECTION VI			\$ -			\$ -
VII. PROPOSAL (TOTAL OF SECTIONS V AND VI)			\$ -			\$ -
REMARKS (Identify by Section and Item Number, if applicable; if additional space is required, use separate blank sheet of paper.)						

INSURANCE CHECKLIST -- 21-DES-SS-614

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

LIMITS (FIGURES DENOTE MINIMUMS)

- ☒ 1. Workers' Compensation Statutory limits of Virginia
- ☐ 2. Employer's Liability \$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- ☒ 3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☐ 4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- ☐ 6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident, Uninsured Motorist
- ☐ 7. Independent Contractors \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☐ 8. Products Liability \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☐ 9. Completed Operations \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☐ 10. Contractual Liability (Must be shown on Certificate) \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☐ 11. Personal and Advertising Injury Liability \$1 Million each offense, \$1 Million annual aggregate
- ☐ 12. Umbrella/Excess Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- ☐ 13. Per Project Aggregate
- ☐ 14. Professional Liability
- ☐ a. Architects and Engineers \$1 Million per occurrence/claim
- ☐ b. Asbestos Removal Liability \$2 Million per occurrence/claim
- ☐ c. Medical Malpractice \$1 Million per occurrence/claim
- ☐ d. Medical Professional Liability \$1 Million per occurrence/claim
- ☐ 15. Miscellaneous E&O/ Professional Liability \$1 Million per occurrence/claim
- ☐ 16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- ☐ 17. Motor Cargo Insurance
- ☐ 18. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- ☐ 19. Garage Keepers Liability \$500,000 Comprehensive, \$500,000 Collision
- ☐ 20. Inland Marine-Bailee's Insurance \$ _____
- ☐ 21. Moving and Rigging Floater Endorsement to CGL
- ☐ 22. Dishonesty Bond \$ _____
- ☐ 23. Builder's Risk Provide Coverage in the full amount of contract
- ☐ 24. XCU Coverage Endorsement to CGL
- ☐ 25. USL&H Federal Statutory Limits
- ☐ 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- ☒ 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- ☒ 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.
- ☒ 29. Certificate of Insurance shall show Contract Number and Title.
- ☐ 30. Environmental Impairment Liability, including coverage of on-site clean up BI/PD \$3 Million per occurrence/\$6 Million Aggregate
- ☐ a. In addition to environmental impairment liability, if work requires clean up, remediation, and/or removal of bio-solids, bio-hazards waste, and any hazardous or toxic material via transportation request:
- ☐ Business Auto Liability \$2 Million per occurrence with MCS-90 and CA9948 (or equivalent endorsements specifically referenced in the certificate of insurance)
- ☐ 31. Cyber insurance \$2 Million per occurrence/Aggregate
- ☐ 32. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

OFFEROR STATEMENT:

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

OFFEROR NAME: Wayne Smith

AUTH. SIGNATURE: Wayne Smith