NOTICE OF AWARD OF CONTRACT

TO:
1) MARKEM ELECTRICAL SERVICES
2) LIGHTING MAINTENACE, INC.

DATE ISSUED: NOVEMBER 16, 2010
CURRENT REFERENCE NO: 303-10LW

Contract Title: DES - ELECTRICAL MAINTENANCE

PRIOR REFERENCE NO: N/A

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.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on October 14, 2010. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on SEPTEMBER 30, 2011.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 303-10LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

1) REFER TO CONTRACTORS’ BID FORMS

2) PRICING FIRM FOR TWENTY FOUR (24) MONTHS. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON APRIL CPI-U.

ATTACHMENTS:

1) CONTRACTOR BID FORMS
2) SPECIFICATIONS
3) METROPOLITAN WASHINGTON COG RIDER CLAUSES

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: SEE ATTACHED
VENDOR TEL. NO.: SEE ATTACHED
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: SEE ATTACHED
TAX IDENTIFICATION NUMBER (EIN/SSN): SEE ATTACHED
EMAIL ADDRESS: SEE ATTACHED
COUNTY CONTACT: RICH KRUMENACKER
COUNTY TEL. NO.: 703-228-4395

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE: 11/18/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 303-10LW

BID FORM PAGE 1 OF 4

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

BIDS WILL BE OPENED AT 2:00 P.M., ON OCTOBER 14, 2010

FOR PROVIDING ELECTRICAL SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent’s website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

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.

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<tbody>
<tr>
<td>Project Manager</td>
<td>$ 46.00</td>
<td>$ 69.00</td>
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<tr>
<td>Electrician</td>
<td>$ 46.00</td>
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</tr>
<tr>
<td>Helper</td>
<td>$ 20.55</td>
<td>$ 30.83</td>
</tr>
</tbody>
</table>

BIDDER NAME: Markem Inc./Markem Electrical Services
2. Did the bidder submit a copy of its Safety Manual as required on page 8? Yes____ No____

3. Did the bidder submit resumes and certifications as required on page 8? Yes____ No____

4. Did the bidder submit intent of compliance with Service Contract Wage requirements as required on page 8? Yes____ No____

5. Did the bidder submit references as required on page 8? Yes____ No____

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8. Did the bidder submit a description of the current business culture of its firm as required on page 8? Yes____ No____

9. Did the bidder submit a copy of its Work Ticket as required on page 8? Yes____ No____

10. Did the bidder submit a list of any subcontractors intended to be used for work under this contract as required on page 8? Yes____ No____

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

(✓) No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

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

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

________________________________________

BIDDER NAME: Markem Inc / Markem Electrical Services
state the specific reason(s) why protection is necessary:

______________________________________________

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

James N. Loudin, Jr or Sanford S. Stacks
C/O Markem Inc
14004 K Willard Rd. P.O. Box 220655
Chantilly, VA 20153-0655

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE James N. Loudin, Jr President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): James N. Loudin Jr TITLE: President
E-MAIL ADDRESS: markem@markemelectrical.net TEL. NO.: (703) 631-4020
BIDDER NAME: Markem Inc. / markem Electrical Services
<table>
<thead>
<tr>
<th>Submitted by: (Legal name of firm)</th>
<th>Markem Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 14004-K Willard Road</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip: Chantilly, Virginia 20151</td>
<td></td>
</tr>
<tr>
<td>Telephone No: (703) 631-4020</td>
<td>Facsimile No.: (703) 631-1515</td>
</tr>
<tr>
<td>Tax ID Number (EIN/SSN): 54173705A</td>
<td>VA. Contractor License #: 2705-026725A</td>
</tr>
</tbody>
</table>

This firm is: ☑ Corporation,   ☐ General Partnership,   ☐ Limited Partnership,
☐ Unincorporated Association,   ☐ Limited Liability Company,
☐ Sole Proprietorship

Is firm authorized to transact business in the Commonwealth of VA? Yes

Identification No. Issued to the firm by the SCC: 0436053-3

Any bidder exempt from SCC authorization requirement shall include a statement with its bid why they are not required to be so authorized.

Is your firm currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision? No

Bidder Status: ☑ Minority Owned:   ☐ Woman Owned:   ☐ Neither:  

40 303-16 LW
Solicitation # 303-10

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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VENDOR NAME: Markem Inc. / Markem Electrical Services

41
303-10SA
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 303-10LW

BID FORM PAGE 1 OF 4

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<td>$ 35.00</td>
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BIDDER NAME: LIGHTING MAINTENANCE INC
2. Did the bidder submit a copy of its Safety Manual as required on page 8?  
Yes ☑  No ___

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Please mark one:

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

(✓) Yes, the bid I have submitted does contain trade secrets and/or 
proprietary information.

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

Entire Best Value Bid Information pages 1-16
Entire Safety Manual pages 1-364

BIDDER NAME: LIGHTING MAINTENANCE INC.

301-10LN
BID FORM PAGE 3 OF 4

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

Documents contained in this proposal bid information disclose financial and payroll information that LMI considers to be highly confidential as noted on the bottom of every page. LMI's Safety Manual was written and prepared solely for LMI and may not be copied or reproduced as noted on every page.

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

Hilary S. Yoder, President
Lighting Maintenance Inc.
5193 Raynor Avenue
Linthicum Maryland 21090

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORIZATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): Michael D. Yoder
TITLE: Vice President
E-MAIL ADDRESS: myoder@lightingmaintenance.com
TEL. NO.: 877-719-7373

BIDDER NAME: Lighting Maintenance Inc.
| **SUBMITTED BY:** (LEGAL NAME OF FIRM) | LIGHTING MAINTENANCE INC |
| **ADDRESS:** | 5143 RAYNOR AVENUE |
| **CITY/STATE/ZIP:** | LINTHICUM MD 21090 |
| **TELEPHONE NO:** | 877.279.7373 |
| **FACSIMILE NO:** | 877.279.7374 |
| **TAX ID NUMBER (FIN/SSN):** | 52.1737066 |
| **VA. CONTRACTOR LICENSE #:** | 2705.032140A |

**THIS FIRM IS A:**
- [ ] INSERT NAME OF STATE
- [√] CORPORATION
- [ ] GENERAL PARTNERSHIP
- [ ] LIMITED PARTNERSHIP
- [ ] UNINCORPORATED ASSOCIATION
- [ ] LIMITED LIABILITY COMPANY
- [ ] SOLE PROPRIETORSHIP

**IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?** [ ] YES [ ] NO

**IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:** F124136-5

**ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED**

**IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?** [ ] YES [ ] NO

**BIDDER STATUS:**
- [ ] MINORITY OWNED
- [ ] WOMAN OWNED
- [√] NEITHER
Solicitation # 303-10

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

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F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<table>
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**Vendor Name:** Lighting Maintenance Inc.

303-10LM
SPECIFICATIONS

INTRODUCTION
The objective of this solicitation is to establish a Contract with two (2) qualified firms to provide electrical maintenance, repair, and installation services for electrical components and systems associated with Arlington County ("County") owned facilities.

PRICING DURING CONTRACT TERM
The contract prices provided on the Bid Form shall remain firm for the first two (2) years of the contract term. Contract prices for the subsequent contract terms, if the County elects to extend the contract, shall be negotiated in accordance with the terms of the Agreement.

SCOPE OF SERVICES

A. BACKGROUND
The County is responsible for the maintenance and repairs of all electrical components and systems in various County-owned locations throughout Arlington County. The scope of services covers the contract requirements for a qualified Contractor to provide electrical maintenance, repair, and installation services.

B. SERVICE REQUIREMENTS:
The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade, and consumable supplies as required to provide comprehensive electrical services identified herein. The Contractor shall provide on-call response, repairs, replacement, and installation electrical services on a time-and-materials or project basis. The following are examples of anticipated electrical work 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 a County facility.
   d. Providing new electrical service to a building, or a room within a building.

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.

C. WORK TICKET & WORK ORDERS
For time-and-material work under $5,000, the County will issue Work Orders to the Contractor. All time-and-material work shall require associated Work Tickets. In addition, 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 present the Work Ticket to the Project Officer, or designee, 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 work 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.

D. PROJECT WORK (Work greater than $5,000)
The Contractor shall submit a formal proposal for all maintenance, repair, replacement, and installation services whose anticipated cost exceed $5,000. The Contractor's proposal shall be based on the Contract Labor Rates on the Bid Form, and for the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary material and the associated labor each as a separate cost item. Upon the acceptance of the proposal by the County Project Officer or designee, the County shall issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the PO. The County reserves the right to solicit additional cost proposals or issue a separate bid(s) for any such project work.

E. 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.

F. IMPROPER OPERATION
The Contractor shall be responsible for all costs of repair work caused by Contractor's 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. If any equipment warranty is invalidated due to Contractor's negligence, the Contractor shall be responsible for any ensuing costs.

G. ON-CALL SERVICE
The Contractor shall provide twenty-four (24) hour on-call and emergency repair
services. The Contractor shall respond onsite within two (2) hours of a call identifying an emergency and no less than 24 hours from receipt of routine service calls. 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 and a separate County Purchase Order or Work Order is issued.

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 terminate the contract.

H. OVERTIME WORK
Work authorized to be performed on a time-and-material basis outside of regular work hours shall be paid at the contract overtime hourly labor rate(s). The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer. Work performed outside of regular work hours without the advance approval of the Project Officer will be paid for at straight-time hourly labor rate(s) only.

I. 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) to allow for proper notification to County staff at the various sites.

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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.
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hourly labor rates. If the County desires justification for payment of any Contractor invoices, originals or certified copies of all supplier(s) invoices used in calculating the job cost shall be provided to the County on forty-eight (48) hours notice. Payment shall be suspended until the supporting documentation has been received and accepted by the County.

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, 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.

K. 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, including by way of illustration and not limitation, backhoes, trenching and asphalt patching, 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.

L. CONTRACTOR’S PERSONNEL REQUIREMENTS

1. CONTRACT MANAGER
The Contractor shall assign a qualified individual to serve as the Contract Manager (Field Supervisor, Project Officer, etc.). The Contractor shall identify to the County the Contract Manager within ten (10) days notification of award of contract. 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 about remedies.

The Contract Manager shall report to the County’s Project Officer for communication, coordination and evaluation of maintenance services and 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 $20,000.

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 employ at all times 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. HELPER
The Contractor shall provide a helper to assist the Electrician on an as-needed basis. The Helper shall be capable of providing assistance to the Journeyman or Master Electrician; have a minimum of one 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 employ at all times during the Contract term at least four (4) Helpers that are readily available to perform work under this Contract.

All employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed and shall conduct themselves in a professional manner at all times.

The County reserves the right to reject any of Contractor's service personnel, who, in the County's judgment, are not adequately qualified to perform the work.

M. PAYMENT FOR CONTRACT SERVICES
Payments for work performed by the Contractor and accepted by the County Project Officer will be made by the County to the Contractor on upon completion of service and submission by the Contractor of a proper and correct invoice with all associated documentation attached. Work Tickets shall be provided. Invoices submitted without work tickets shall not be paid and returned to the Contractor.

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 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 are permitted under the contract.

N. 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. Priority work identified by the County Project Officer or designee shall take precedence over current work.

O. 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 may then contract for completion of the work with another vendor.

P. 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 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.

3. ROOF SAFETY: The Contractor shall follow all applicable federal, state, and local safety requirements and regulations.

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 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 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 and industry standards. Should permits for any work performed by this 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.

Q. JUSTICE CENTER BACKGROUND CHECK
Within thirty (30) calendar days after award of the contract, a minimum of two (2) technicians employed by the Contractor must obtain background check approval from the Arlington County Sheriff, and receive one day Arlington County Detention Facility (ACDF) training to work in the ACDF and Courthouse. The County will not reimburse the Contractor for time required for ACDF training.

R. METHOD OF MEASURING PERFORMANCE
The performance of the Contractor will be measured during the term of the contract by consideration of the following performance criteria:

- Failure to adhere to the contract requirements.
- Failure to provide appropriately certified and trained personnel as required in the section titled Contractor's Personnel Requirements.
- Failure to Provide and adhere to the approved schedules for time-and-material and project work.
- Number of call-backs to correct malfunctions/failures.
- Failure to respond to requests for work.
- Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.
- Failure to perform services within the time prescribed within accepted industry standards and codes. Excessive time to complete work on three or more jobs within a three (3) month period, may result in termination of the contract by the County for default.
- 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 the Contractor's Personnel Requirements section.
- Failure to follow all applicable local, state and federal safety standards.

S. 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 the following, including, but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO.