NOTICE OF AWARD OF CONTRACT

TO:

BELL BROTHERS, INC.
5504 OAKWOOD ROAD
ALEXANDRIA, VA 22310

DATE ISSUED: MAY 2, 2013
CURRENT REFERENCE NO: 535-13
CONTRACT TITLE: DES – TRAFFIC CALMING DEVICES
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. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on January 21, 2016.

The Contract may be renewed for additional two (2) one-year periods after the expiration date listed above, as determined by the City of Alexandria.

The contract documents consist of the terms, conditions, and specifications of City of Alexandria’s Invitation to Bid No. 00000290 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING AND ATTACHMENTS:

1. REFER TO THE RIDER AGREEMENT NO. 535-13 (ATTACHED).
2. CONTRACT PRICING ADJUSTMENTS BASED ON CPI-U FOR BALTIMORE-WASHINGTON SELECTED AREA, ALL ITEMS, AS DETERMINED BY THE CITY OF ALEXANDRIA.

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

VENDOR CONTACT: STEVEN C. BELL
VENDOR PHONE: 703-922-6300
VENDOR EMAIL: sbellbro@aol.com
VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: JEFF SIKES
COUNTY PHONE: 703-228-3696
COUNTY EMAIL: jsikes@arlingtonva.us

CONTRACT AUTHORIZATION

Elizabeth Dooley, CPPO, CPPB
Assistant Purchasing Agent

DATE 5/2/13

DISTRIBUTION

VFENDOR: 1
BID FOLDER: 2
RIDER AGREEMENT NO. 535-13

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Bell Brothers, Inc., 5504 Oakwood Road, Alexandria, VA 22310 ("Contractor"), a Virginia corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantities specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (City of Alexandria's Invitation to Bid No. 00000290), Exhibit B (Notice of Award for City of Alexandria's Invitation to Bid No. 00000290), Exhibit C (The Contractor's bid for City of Alexandria's Invitation to Bid No. 00000290), and Exhibit D (City of Alexandria Purchase Order, blanket Order Number 13-06560), together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the City of Alexandria and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the City of Alexandria, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrases "City of Alexandria" and "City" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor's provision of goods and/or services for the County ("Work") shall commence on April 1, 2013 and shall be completed no later than January 21, 2016 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from January 22, 2016 to January 21, 2018 (each such period shall be referred to as a "Subsequent Contract Term").

3. CONTRACT PRICING
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

Annual price adjustments will be determined by the City of Alexandria per terms and conditions of the City of Alexandria's Invitation to Bid No. 00000290 and shall be limited to the percentage calculated by the United States Department of Labor, Bureau of Labor Statistics, as the Consumer Price Index for All Urban Consumers (CPI-U), Baltimore-Washington DC-MD-VA-WV Selected Area, All Items.
4. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**
The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is the provision of traffic calming devices throughout Arlington County on an as-needed basis, to include:
- Rebuilding subgrade
- Milling
- Providing and installing raised asphalt
- Providing and installing at-grade asphalt
- Imprinting hot mix asphalt concrete
- Heating asphalt
- Providing and installing streetbond coating
- Imprinted asphalt patching
- Providing and installing DuraTherm
- Providing and installing preformed thermoplastic crosswalk.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

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

8. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more
advanced in their technology, the County will terminate the Contract, without
termination charge or other liability to the County, on the last day of the then current
fiscal year or when the appropriation made for the then current year for the services
covered by this Contract is spent, whichever event occurs first. If funds are not
appropriated at any time for the continuation of this Contract, cancellation will be
accepted by the Contractor on thirty (30) days prior written notice, but failure to give
such notice shall be of no effect and the County shall not be obligated under this
Contract beyond the date of termination specified in the County’s written notice.

9. PAYMENT OF SUBCONTRACTORS
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 Contract:

a. Pay the subcontractor for the proportionate share of the total payment received
   from the County attributable to the work performed by the subcontractor under
   this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor’s intention
   to withhold all or a part of the subcontractor’s payment with the reason for
   nonpayment.

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

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

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

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for
   employment because of race, religion, color, sex, national origin, age, disability
   or any other basis prohibited by state law related to discrimination in employment
   except where there is a bona fide occupational qualification reasonably
   necessary to the normal operation of the Contractor. The Contractor agrees to
   post in conspicuous places, available to employees and applicants for
   employment, notices setting forth the provisions of this nondiscrimination clause.
b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

15. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

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

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

**18. NOTICES**

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

**TO THE CONTRACTOR:**
Steven C. Bell
Bell Brothers, Inc.
5504 Oakwood Road
Alexandria, VA 22310

**TO THE COUNTY:**
Jeffrey Sikes
Arlington County, DES Division of Transportation
2100 Clarendon Boulevard, Suite 900
Arlington, VA 22201

AND
Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

**19. 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.

**20. INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this
Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers 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. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $500,000/500,000/500,000. 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 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Completed Operations, Contractual Liability, Independent Contractors, and Products Liability, as well as $1,000,000 personal injury and advertising injury aggregate. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 combined single limit bodily injury and property damage each accident; $1,000,000 Uninsured and Underinsured Motorists. Must include owned, hired and non-owned. $5,000,000 Motor Carrier Act Endorsement, where applicable.

d. 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 $2,000,000.

e. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

f. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ________________________
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 5/2/14

BEL BROSHERS, INC.

AUTHORIZED SIGNATURE: ________________________
NAME: ________________________
TITLE: ________________________
DATE: 4/16/13
# Certificate of Liability Insurance

## Coverages

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## Description of Operations / Locations / Vehicles

Re: Rider Agreement No. 535-13 Traffic Calming Devices

Arlington County, and its officers, elected and appointed officials, employees, and agents are included as additional insured’s (per forms CLGC0024 01/08 and CLCG2012 07/07).

## Certificate Holder

Arlington County Government
Jeffrey Sikes DES Div. of Transport.
2100 Clarendon Blvd
Suite 900
Arlington, VA 22201

## Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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INVITATION TO BID NO. 00000290
Traffic Calming Devices

CITY OF ALEXANDRIA, VIRGINIA

INVITATION TO BID (ITB) NO. 00000290
FOR
TRAFFIC CALMING DEVICES

Issue Date: October 12, 2012

A non-mandatory vendor pre-bid conference will be held:

October 19, 2012, 3 p.m., prevailing local time at:
Purchasing Division Conference Room
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314

Bid Opening Date, Time, and Address:

November 5, 2012, 3 p.m., prevailing local time
Purchasing Division Conference Room
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314

Issued by: Jason Soltis, Contract Specialist II

In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith based organizations in the performance of its purchasing activity.
INVITATION TO BID NO. 00000290
Traffic Calming Devices

BID SUBMISSION

Bid Due Date & Time: November 5, 2012, 3 p.m., prevailing local time

Submit Bid To: City of Alexandria
Finance Department/Purchasing Division
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314
eProcure: http://eprocure.alexandriavi.gov/bso/

Submit: For hard copy Bids:
The Bidder shall deliver one (1) PRINTED, SIGNED ORIGINAL of the Bid
(including all required submittals and signed addenda), one (1) EXACT PAPER
COPY of the SIGNED ORIGINAL Bid (including all required submittals and
signed addenda) and four (4) Compact Discs each containing an EXACT COPY
of the SIGNED ORIGINAL Bid (including all required submittals and signed
addenda) in PDF format to the address listed above. The envelope containing the
Bid shall be marked on the front with the legend “ITB Enclosed – ITB No.
00000290, Traffic Calming Devices” and the name of the Bidder.

For electronic Bids:
The Bidder shall submit the Bid (including all required submittals and signed
addenda) through the City’s eProcure system at:
http://eprocure.alexandriavi.gov/bso/.

All submissions must be received by the Bid due date and time stated above.
The City will not accept any Bid received after the deadline and shall return
any late Bid to the Bidder.
INVITATION TO BID NO. 00000290
Traffic Calming Devices

Notices

Effective immediately upon release of this ITB and until notice of Contract issuance, all official communications from Bidders regarding the requirements of this ITB shall be directed in writing to:

Jason Soltis, Contract Specialist II
Finance Department/Purchasing Division
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314
procurement@alexandriava.gov
Fax: 703.838.6493

The City of Alexandria (City) shall distribute in writing all official changes, modifications, responses to questions, or notices relating to the requirements of this ITB via addenda, which shall be posted on eProcure. Unauthorized contact with any employee of any agency or department of the City, other than employees of the division listed above, may result in disqualification from the bidding process. Any other information of any kind from any other source or any oral communication shall be considered unofficial and non-binding on the City. A Bidder relying on unofficial information shall do so at the Bidder’s own risk.
# INVITATION TO BID NO. 00000290
Traffic Calming Devices

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**Timeline**

Listed below is the timeline related to the ITB and the bidding process. The activities with specific dates must be completed by Bidders as indicated. The City reserves the right to modify any timeframe or deadline in the ITB. In the event that the City finds it necessary to change any timeframe or deadline listed below or in the ITB, it will do so by posting an addendum on eProcure.

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PART I – SCOPE OF WORK

1.1 INTRODUCTION/OVERVIEW

The City of Alexandria, Virginia, is an urban community of 15.75 square miles with a population of 139,966. With its stable residential neighborhoods, its historic districts, and its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses.

1.2 DEFINITIONS

Please see Section 3.1 for definitions of capitalized terms.

1.3 PURPOSE/OBJECTIVE

The City has issued this ITB in order to obtain Bids from qualified Bidders and enter into a Contract(s) for the provision of traffic calming devices on or near City roadways on an as-needed basis for up to a five (5) year period, which shall include an initial term of three (3) years and two (2) one (1) year option periods. The Contractor will work with the City’s Transportation and Environmental Services Department (T&ES). Projects will typically occur in residential neighborhoods. Project assignments will range in scope from several thousand dollars to over fifty thousand dollars ($50,000).

1.4 SPECIFICATIONS/SCOPE OF WORK

A. The Contractor shall bid on the following items and be able to provide the services described below in accordance with this ITB upon City authorization.

1. Rebuild Subgrade: The COTR shall direct the Contractor to rebuild areas of the City’s sub-base. The rebuilt sub-base shall consist of six inch (6") compacted VDOT 21-A and five inches (5") of compacted bituminous concrete VDOT BM-2. Bidders shall submit a unit price for the provision and installation of rebuilt sub-base in square yards, including any excavation necessary for completion of the Work. The Contractor shall notify the COTR of any inadequate sub-base discovered during the milling process. Payment will be made on the total square yards of subgrade rebuilt.

2. Milling: The Contractor shall use a milling machine designed to mill the surface specified by the City. Milling operations shall not violate any City noise, pollution, or other applicable federal, state, or local regulations. The Contractor shall, as directed by the COTR, mill the full width of the street to the depth specified by the COTR. The City may specify a mill depth of more than two inches (2"). A saw cut shall be made to ensure a clean joint between the new asphalt and the undisturbed pavement. The milled surface shall be fully cleaned of all debris and dust. Asphalt that has been milled by the Contractor shall be
closed to all traffic over night. Payment will be made on the total square feet of surface milled.

3. **Provide and Install Raised Asphalt:** The Contractor shall install speed tables, raised intersections, and other raised asphalt features. The bid price of this item shall include providing, installing, forming, and compacting approximately six inches (6’’) of new asphalt over a milled base. The Contractor shall apply a CRS1 hot tack coat between the milled base and the new asphalt. The new asphalt shall be two hundred forty degrees Fahrenheit (240°F) or hotter when applied to the milled road surface. The new asphalt shall be compacted to final density using a steel roller so that the surface is smooth. Payment will be made on the total square feet of asphalt installed.

4. **Provide and Install at Grade Asphalt:** At grade asphalt is usually installed for the purposes of imprinting a texture pattern for at grade crosswalks. The bid price of this item shall include providing, installing, forming, and compacting approximately three to six inches (3’’ – 6’’) of new asphalt over a milled base. The Contractor shall apply a CRS1 hot tack coat between the milled base and the new asphalt. The new asphalt shall be compacted to full density using a steel roller until the surface is smooth. Payment will be made on the total square feet of asphalt installed.

5. **Imprinting of Hot Mix Asphalt Concrete:** Imprinting operations shall begin immediately after hot asphalt has been placed and compacted to final density, while the asphalt is in a warm to hot pliable state or immediately after heating the asphalt. The Contractor shall follow the latest StreetPrint application procedures. Patterning shall be achieved using steel rollers and/or vibratory plate compactors and shall be of consistent depth. A European herringbone pattern shall be used, unless otherwise specified by the COTR. The cost of purchasing the pattern shall be borne by the Contractor. The Contractor shall receive approval for the pattern design from the COTR before performing any work. This work shall include imprinting new projects. Payment shall be made on the total square feet of imprint installed. Heating of the asphalt, if required, shall be covered as a separate pay item.

6. **Heating Asphalt:** Heating asphalt shall consist of using a reciprocating infrared heater specifically designed for heating asphalt safely. Asphalt shall be heated to a minimum depth of one inch (1’’) at a temperature not to exceed three hundred twenty-five degrees Fahrenheit (325°F) and above a temperature at which the asphalt is pliable enough to be imprinted without sustaining damage. Heating asphalt is used for installing StreetPrint and DuraTherm. Payment shall be made on the total square feet of asphalt heated.

7. **Provide and Install StreetBond coating:** StreetBond coatings shall be applied within five (5) days after imprinting the asphalt. The Contractor shall apply the "StreetBond Surfacing System" to the imprinted asphalt. The air temperature
shall be at least fifty degrees Fahrenheit (50°F) prior to installation and be increasing through the application process in order to apply the StreetBond Surfacing System. There shall be no precipitation within twenty-four (24) hours after applying the coating. If precipitation occurs during the following twenty-four (24) hours and there is damage to the StreetBond coating due to the precipitation, the StreetBond coating shall be reapplied at no additional expense to the City. Installation shall be in accordance with the latest StreetBond application procedures. The StreetBond products shall be spray applied and broomed to ensure that all voids in the pavement are coated. The Contractor shall apply a minimum of two (2) applications of StreetBond CemBase top coated with two (2) applications of StreetBond 150 coating. The entire surface shall be coated uniformly including the vertical edges of the imprinted surfaces. Sufficient masking shall be used to ensure that the surfacing products are applied only where specified. This work shall include the coating of new projects and the coating of existing imprinted surfaces where the old coating needs to be re-coated. Payment will be made on the total square feet of surface coated with four (4) coats of material, which shall include two (2) coats of CemBase and two (2) coats of StreetBond.

8. **Imprinted Asphalt Patching:** Imprinted asphalt patching shall include removing and replacing the requisite old asphalt and imprinting a new asphalt patch. The edges of the patch shall be feathered into the existing asphalt, providing a seamless surface between the patch and the surrounding asphalt. The imprinting shall be done so that the pattern in the patch matches the existing pattern on the surrounding asphalt. Payment will be made on the total square feet of asphalt patched.

9. **Provide and Install DuraTherm:** Installing DuraTherm shall include supplying and inlaying preformed DuraTherm thermoplastic material into an asphalt pavement surface. The Contractor shall follow the latest DuraTherm application procedures. Payment will be made on the total square feet of asphalt inlaid with Duratherm. Heating of asphalt, if required, shall be covered as a separate pay item.

10. **Provide and Install Preformed Thermoplastic Paver Crosswalk:** Installing preformed thermoplastic paver crosswalk shall include supplying, heating, and installing the crosswalk. The preformed thermoplastic material shall be equivalent or equal to Flint Trading’s Traffic Patterns, one hundred twenty-five millimeter (125mm) thick material. The Contractor shall follow the latest application procedures as issued by the material manufacturer. The pattern shall be running bond or herringbone, which shall be specified at the time of the project. Any milling required shall be covered as a separate pay item. Payment will be made on the total square feet of material installed.

**B.** All Work described in this ITB shall conform to the requirements of the most current edition of the Virginia Department of Transportation Road and Bridge Specifications.
C. The successful Bidder(s) shall provide and maintain all equipment, goods, services, labor, materials, barricades, safety devices, arrow boards, flaggers, and insurance necessary to meet or exceed the requirements and specifications contained in the ITB. These items shall be included in the unit costs for the bid items.

D. The Contractor shall, at all times, use traffic control signs and devices necessary to comply with Part VI of the "Manual on Uniform Traffic Control Devices" and the "Virginia Work Area Protection Manual." During the progress of the Work, when a street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, the Contractor shall designate special workers equipped with flags (flaggers) to direct traffic. The flaggers shall not be assigned to any other duties while engaged in directing traffic. All flaggers shall have successfully completed the Commonwealth of Virginia flagger certification process and have their certification cards in possession while performing flagging duties.

E. The Contractor has the sole responsibility for ensuring that its operations are conducted in a safe manner. The Contractor shall provide all personnel, signs, barricades, and any other items necessary for the maintenance of traffic and safety. The City shall make no separate payment for this work.

F. The Contractor shall be fully responsible for providing and maintaining all barricades, safety devices, signs, flaggers, and arrow boards needed to meet federal, state, and City safety requirements at no extra charge.

G. Before final acceptance of Work on any assignment, the Contractor shall clean all ground and excess pavement material, debris, and rubbish. The Contractor also shall clean the work site to a neat and orderly condition at the end of each workday. The Contractor shall not use private hose bibs as a source of water for cleaning equipment. Disposal of all chemical waste shall be in accordance with instructions on the applicable MSDS sheets. Such waste shall not be disposed of in any City storm or sanitary sewer.

H. Mobilization and demobilization charges or similar charges shall not be allowed under the Contract. The Contractor shall mobilize its forces to begin work within ten (10) Business Days from the date of notice to proceed on a project unless otherwise directed by the City. Once mobilized, the Contractor shall complete all work initially assigned without interruption. In emergency circumstances, mobilization and demobilization or similar charges may be permitted upon the Purchasing Agent’s prior written approval.

I. The Contractor is responsible for obtaining the appropriate permits from the City and Virginia Department of Transportation (VDOT) for any work to be performed in the public right-of-way. City permit fees will be waived for Work to be done for T&ES pursuant to the Contract.
J. Work areas shall be kept clean and neat.

K. The Contractor shall conduct operations in a manner that will ensure that traffic will be uninterrupted, except as approved by the COTR. At the end of each workday, the work area shall be confined to the smallest area possible so that the maximum use of the street will be restored with no hazard to traffic. No excavation shall remain open within the roadway without the City’s approval. Areas of excavation outside the roadway that remain open shall be barricaded, and warning signs shall be posted.

L. The Contractor shall not store equipment and materials in the public right-of-way, unless approved by the COTR.

M. Unit costs for the bid items also shall include the disposal of all excess and waste materials as well as the clean-up of the project site once the work is complete.

N. The Contractor shall provide, on schedule, any and all reports required by the City.

O. The Contractor shall furnish, through its workforce or sub-workforce, all necessary and appropriate insurance, supervision, coordination, labor, tools, equipment, machinery, materials, supplies, transportation, any relevant license or patent rights, and other goods and/or services necessary to fulfill the requirements of the Contract.

P. The Contractor shall maintain clear and open communication with the City.

Q. Unless otherwise specified by the City, no work will be permitted in a public roadway on City holidays or between the hours of 7 a.m. and 9 a.m. or between the hours of 4 p.m. and 6 p.m. on weekdays.

R. The Contractor shall work with the City to avoid problems and, when that is not possible, to resolve problems promptly and at the lowest possible level.

S. The Contractor shall create project records of expenditures, deliverables, and progress.

1.4 CITY’S RESPONSIBILITIES UNDER A CONTRACT

A. The City shall provide access to City-owned or City-controlled facilities for the Contractor’s employees and agents as necessary for them to perform the Work.

B. The City will render decisions in a timely manner pertaining to information submitted by the Contractor.

C. The City will work with the Contractor to attempt to reduce the risk of changes, claims, and extra costs.
D. The City will pay the Contractor as prescribed by Section 3-3-56 of the Alexandria City Code.

E. The City will assign a Contracting Officer's Technical Representative (COTR), who will serve as a technical representative for the purposes of administering the Contract.

1.5 CONTEMPLATED TERM OF ANY CONTRACT ISSUED

If an award(s) is made pursuant to this ITB, the City will issue a Contract for an initial term of three (3) years, with two (2) one (1) year option period(s). The City reserves the right to renew the Contract for two (2) additional year(s), one year at a time, at the sole discretion of the Purchasing Agent.
PART II
BID INSTRUCTIONS AND PROCESS

2.1 SUBMISSION; DELIVERY METHODS; DELIVERY INSTRUCTIONS

A. Submission: Sealed Bids must be received by the City by 3 p.m., prevailing local time, November 5, 2012. Delivery must be made pursuant to the instructions set forth on page two (2) of the ITB, entitled “Bid Submission.” In order to be considered, a Bid must be physically received by the Purchasing Office prior to the Bid due date and time set forth above.

B. Delivery Methods: The City encourages Bidders to submit Bids through the City’s eProcure system (eProcure) at http://eprocure.alexandriava.gov/bso/. Bidders also may submit a Bid to the City by mail, common carrier, or hand-delivery. The City does not accept Bids by facsimile or by electronic mail.

C. Delivery Instructions: Bids submitted shall be submitted pursuant to the instructions on page two (2) of the ITB, entitled “Bid Submission.”

2.2 GENERAL INQUIRIES RELATED TO THE CITY’S PURCHASING PROCESS

For general questions related to the City’s purchasing process, Bidders may contact the City’s Purchasing Division at 703.746.4944 or send an email to procurement@alexandriava.gov. For detailed information about the City's purchasing process, Bidders may see “How to Do Business with the City of Alexandria, Virginia - A Guide for Vendors” available on the City’s website at http://alexandriava.gov/purchasing/info/default.aspx?id=2064.

2.3 SPECIFIC INQUIRIES AND DEADLINE

A. It is the Bidder’s responsibility to submit questions regarding the ITB to the Purchasing Division. In order to receive a written response from the City, all questions must be submitted in writing and received by the City by 4 p.m. prevailing local time, October 23, 2012. Questions shall be: (1) emailed to the attention of Jason Soltis at procurement@alexandriava.gov; (2) faxed to 703.838.6493; or (3) mailed or delivered to City of Alexandria, Purchasing Division, 100 North Pitt Street, Suite 301, Alexandria, Virginia 22314. Any submission of questions related to the ITB shall include the reference “ITB # 00000290, Traffic Calming Devices” and the name of the person submitting the question(s).

B. Bidders are advised that oral explanations or instructions given by City personnel during the bidding process or at any time before the issuance of a Contract are not binding on the City. During the bidding process, the only information given a Bidder concerning the ITB that shall be binding on the City is information that is conveyed through a written addendum to the ITB. Written addenda will be issued when additional information is deemed necessary and when the lack of such information
may be prejudicial to uninformed prospective Bidders. All addenda must be signed by a Bidder and returned with its Bid.

C. Any revisions to the ITB shall be made only by addenda issued by the Purchasing Agent. All addenda to the ITB shall be available on the City’s website at http://eprocure.alexandriava.gov/bso/.

D. All Bids, including all completed and signed required submittals, signed addenda, and copies, must be received by the Bid due date and time stated in Section 2.1.A above. The City will not accept any Bid received after the deadline and shall return any late Bid to the Bidder.

2.4 COMPLIANCE WITH THE ITB

A. It is the responsibility of each Bidder to thoroughly examine the documents and other related data identified in the ITB before submitting a Bid in response to the ITB.

B. A Bidder shall ensure that its Bid complies with all the requirements of the ITB. Any Bid that is not in strict compliance with all provisions of the ITB may be disqualified.

2.5 WAIVER OF INFORMALITIES

The City reserves the right to waive informalities. The Purchasing Agent shall have the sole discretion and judgment to determine if a Bid is responsive and whether an error in or an omission of any ITB requirement from a Bid is material.

2.6 EXAMINATION OF DOCUMENTS

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the documents, it shall immediately notify the Purchasing Agent of such in writing and request modification or clarification. Any Bid that includes assumed clarifications and/or corrections is subject to rejection by the City. Any necessary modification or clarification will be made by the Purchasing Agent by addendum pursuant to Section 2.3.

2.7 PROCEDURES FOR SUBMITTING A BID

A. The Bidder shall review and comply with the requirements of the ITB and ensure that all required information is provided and required forms are executed and returned with its Bid.

B. Bidders are cautioned not to take exception to the ITB requirements. Taking exception to the ITB requirements may result in a Conditional Bid. Conditional Bids may be rejected in whole or in part.

C. A Bid shall contain the original signature of an individual who is authorized to bind the Bidder. The original signature shall be provided on the Offer and Award Form.
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and on all other Bid documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable, except in cases where the Bidder submits its Bid through the City’s eProcure system.

2.8 BID AND PRESENTATION COSTS

The City shall not be liable in any way for any costs incurred by any Bidder in the preparation or presentation of its Bid or its participation in any discussion, presentation, negotiation, or meeting regarding its Bid or the ITB.

2.9 BIDDER OBLIGATION

A. Prior to submitting a Bid, a Bidder shall make all investigations and examinations necessary to verify any representations made by the City and to ascertain all conditions and requirements affecting the full performance of the Contract. The Bidder is responsible for reading, researching, and understanding all documents that can affect the Work to be performed under the Contract.

B. The Bidder’s signature on the Offer and Award Form (Required Submittal A) certifies its acceptance of all conditions and requirements. Ignorance of any condition or requirement resulting from failure to make or making inadequate investigations and examinations will not relieve the successful Bidder from its obligation to comply with all provisions and requirements of the Contract. Ignorance shall not be accepted as a basis for any claim on the part of the successful Bidder.

2.10 HOW TO SUBMIT A “NO BID”

If a vendor desires not to bid on the ITB, the vendor should submit its acknowledgment of “No Bid” on the City’s eProcure system at http://eprocure.alexandriava.gov/bsol/. The failure of a vendor who is registered with the City to respond to the ITB with an acknowledgment of “No Bid” may result in the removal of the vendor from the City’s bidders list for the goods and/or services required by the ITB.

2.11 CONDITIONAL BIDS

A Conditional Bid may be rejected, in whole or in part, in accordance with Section 2.7 above.

2.12 COMPLETE PRICING REQUIRED

A unit price shall be stated on the Bidder’s Pricing Schedule (Required Submittal G) for each separate Bid item described therein. In addition, the extended total shall be stated for each item. In the event of an error in the extended total of the individual items, the unit prices shall govern. It is the Bidder’s responsibility to provide pricing for all the Work required in the ITB. A Bidder may not submit Bid pricing changes or additions
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after Bid submission. Labor pricing shall be at the fully burdened labor rate (e.g., including all payroll taxes, health insurance, overhead, etc.).

2.13 BID OPENING

The City encourages Bidders to attend Bid openings. During Bid openings, the following information for each Bid is read publicly and recorded: the Bidder’s name and the total Bid price.

2.14 RESPONSIBILITY

A. A Bidder has the burden of affirmatively demonstrating its responsibility in connection with the ITB.

B. The Purchasing Agent may request at any time that a Bidder provide information, references, and other documentation or information relating to a determination of responsibility. A Bidder’s failure to furnish the required information may constitute grounds for a finding of the Bidder non-responsive and/or non-responsible.

C. The following criteria and any other deemed appropriate by the City may be considered in determining a Bidder’s responsibility:

1. The Bidder’s ability, experience, capacity, skill, facilities, and financial resources to perform the Work and fulfill the requirements of a resulting Contract;

2. Whether the Bidder is in default under any other contract;

3. The Bidder’s ability to perform the Work under the Contract and produce the required performance outcomes on a timely basis;

4. The Bidder’s performance on contracts similar in size and scope to the Work sought through the ITB;

5. Whether the Bidder is properly licensed under applicable federal, state, and local law or provides proof that an application(s) has been submitted to obtain the requisite license(s); and

6. The Bidder’s demonstrated accurate and complete knowledge and understanding of all federal, state, and local law, codes, and regulations relating or applicable to the scope of Work set forth in the ITB.

D. A Bidder currently debarred by any public body shall be considered non-responsive regarding the ITB. Additionally, a Bidder may be considered non-responsive if the Bidder previously failed to properly perform or complete, in a timely manner, contracts of a similar nature or if investigation shows that the Bidder is unable to perform the requirements of the ITB or for any other similar reason.
E. References may be checked for each Bidder. If references are checked, Bidders will be scored on a scale of one to ten (1-10) with ten (10) being the highest possible score. Any Bidder receiving an overall score of less than six (6) may not be eligible for award. The scores may be used in determining a Bidder’s responsibility and eligibility for award pursuant to the ITB.

F. The City may ask a client reference any or all of the following questions and any other question the City deems appropriate:

1. How cooperative and easy to work with was the Bidder during the purchasing process?

2. How promptly, effectively, and efficiently did the Bidder mitigate or resolve performance or contractual issues that arose during the contract or project?

3. How would you rate the Bidder’s operational and administrative practices (e.g., the timeliness, completeness, and accuracy of its invoices)?

4. How would you evaluate the number and validity of Bidder-generated change order (contract modification) requests, claims, disputes, and lawsuits, if any?

5. How would you rate the timeliness, quality, responsiveness, and usefulness of the Bidder’s goods, services, and/or work products in relation to your requirements?

6. How would you assess the timeliness, quality, responsiveness, and usefulness of the Bidder’s services and work products in relation to how much you paid the Bidder and how much time your organization contributed in time and effort to the project?

7. How well did the Bidder minimize the effect of its activities on the operations of your organization?

8. How satisfied were you with the Bidder’s point of contact?

9. How promptly and effectively did the Bidder address your questions or concerns?

10. Would you utilize this firm again in the future?

G. The Bidder is responsible for submitting a reference list as part of its required submittal. (See Required Submittal H.)

2.15 WITHDRAWAL OF BID

A. A Bidder may withdraw its Bid from consideration at any time prior to the Bid opening by notifying the Purchasing Agent in writing of such withdrawal.
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B. Subsequent to the commencement of the Bid opening procedure, a Bidder may withdraw its Bid from consideration if the price bid was substantially lower than other Bids due solely to a mistake therein, provided: (i) that the Bid was submitted in good faith; (ii) that the mistake was a clerical mistake as opposed to a mistake in judgment and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the Bid; and (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Purchasing Agent’s satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn.

C. Subsequent to the commencement of the Bid opening procedure, if a Bid contains both clerical and judgment mistakes, a Bidder may withdraw its Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, which was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a Bid, which shall be clearly shown to the Purchasing Agent’s satisfaction by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn.

D. The Bidder shall give Notice in writing of its claim of right to withdraw within two (2) Business Days of the conclusion of the Bid opening procedure and shall submit original work papers, documents, and materials with such Notice. The Bidder shall submit the Notice and documents to the Purchasing Agent.

2.16 TIE BIDS

In the case of a tie bid, preference shall be given to goods that are produced in Virginia or goods or services or construction provided by Virginia persons, firms, or corporations. Whenever any Bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsible Bidder who is a resident of Virginia. If all Bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be issued to a local Bidder. The City, at its option, also may request the Bidders to submit written Bids below their original Bids and make an award to the Bidder with the lowest bid price. In the event that none of the foregoing provisions resolve the tie, the Purchasing Agent may cancel the solicitation and rebid.

2.17 BID AWARD

A. The City is using the competitive sealed bid method of source selection for this purchase, as authorized by the Alexandria City Code. If an award(s) is made, the City will issue a Contract(s) to the lowest responsive and responsible Bidder(s) complying with all provisions of the ITB, provided the bid price is reasonable and it is in the City’s best interests to accept it. The City reserves the right to make partial awards,
multiple awards, or an aggregate award or to reject any or all Bids in response to the ITB or Task Order.

B. The Purchasing Agent also reserves the right to reject any and all Bids received in response to the ITB or any Bid in response to any Task Order issued to a Contractor.

C. No Contract shall be issued by the City until the two (2) Business Day period referenced in Section 2.15.D has elapsed and a timely Notice of Bid withdrawal has not been received. If a timely Notice of Bid withdrawal is received from the apparent low Bidder, no Contract shall be issued until the Purchasing Agent has determined whether to allow the withdrawal of the Bid pursuant to Section 2.15.

2.18 ACCEPTANCE OF BID AND CONTRACT ISSUANCE

A. The Purchasing Agent’s execution of a Bidder’s Offer and Award Form (Required Submittal A) constitutes acceptance of the Bid, and the acceptance shall bind the Bidder to the Contract. The Notice of Award will be forwarded to all Bidders and shall identify the successful Bidder and the total price at which the Contract(s) was issued.

B. The Contract executed by the parties will set forth the Contract documents, including an order of precedence.

C. The City’s Purchase Order will serve as a payment document, and the Purchase Order number shall be shown on all invoices and correspondence pertaining to the Contract. No Work shall begin prior to the issuance of a Purchase Order.

2.19 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

The Bidder, by signing and including the City of Alexandria Insurance Checklist Form (Required Submittal C), acknowledges that it has read and understands the insurance requirements for the ITB contained in the Insurance Checklist Form. The Bidder also acknowledges that evidence of required insurance coverage must be submitted within ten (10) Business Days following notification of its Bid being accepted and that the City may rescind its acceptance of the Bidder’s Bid upon the Bidder’s failure to timely provide the evidence of insurance.

2.20 BID BONDS

Except in cases of emergency, all Bids for non-transportation-related construction contracts in excess of five hundred thousand dollars ($500,000) or transportation-related projects authorized under Section 33.1-12 of the Code of Virginia, 1950, as amended, that are in excess of two hundred fifty thousand dollars ($250,000) and partially or wholly funded by the Commonwealth of Virginia, shall be accompanied by a bid bond in the amount of five percent (5%) of the Bidder’s proposed Contract price. The Purchasing Agent, at his or her discretion, City may require a bid bond for contracts other than those
set forth in the previous sentence. The bid bond required by this Section shall be from a surety company selected by the Bidder that is legally authorized to do business in Virginia.

2.21 PERFORMANCE AND PAYMENT BONDS

A. Upon the award of any: (i) public construction contract exceeding five hundred thousand dollars ($500,000) issued to any prime contractor; (ii) construction contract exceeding five hundred thousand dollars ($500,000) issued to any contractor requiring the performance of labor or the furnishing of materials for buildings, structures, or other improvements to real property owned or leased by the City; (iii) construction contract exceeding five hundred thousand dollars ($500,000) in which the performance of labor or the furnishing of materials shall be paid with City funds; or (iv) transportation-related projects exceeding two hundred fifty thousand dollars ($250,000) that are partially or wholly funded by the Commonwealth of Virginia, the Contractor shall furnish to the City the following bonds:

1. A performance bond in the sum of the Contract amount conditioned upon the faithful performance of the Contract in strict conformity with the plans, specifications, and conditions of the Contract; and

2. A payment bond in the sum of the Contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime Contractor to whom the Contract was issued or to any subcontractors in the furtherance of the Work, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the Work.

B. Each of the bonds shall be executed by one or more surety companies selected by the Contractor that are authorized to do business in Virginia.

C. Bonds shall be in the form and amount satisfactory to the Purchasing Agent.

D. Bonds required for City contracts shall be payable to the City of Alexandria.

E. Each of the bonds shall be filed with the City of Alexandria or a designated office or official thereof.

F. At its discretion, the City may require performance and/or payment bonds for contracts other than those set forth in Section 2.21.A.

G. Nothing in this section shall preclude the Contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for
performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

2.22 ALTERNATIVE FORMS OF SECURITY

Alternative forms of security may be acceptable when approved pursuant to Section 3-3-55 of the Alexandria City Code. If a certified check is offered in lieu of a bond, it shall be made payable to the order of “City of Alexandria.” If an alternative form of security is approved, it must be provided in accordance with the particular bond types set forth herein.

2.23 RETURN OF BID SECURITIES

All bid bonds, certified checks, or other approved Bid security will be returned to Bidders within ten (10) Business Days of the Bids being opened, except for those that the City elects to hold until the successful Bidder has executed the Contract. Thereafter, all such Bid securities, except that of the successful Bidder, will be returned. The successful Bidder may be required to furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the Contract Sum.

2.24 REQUESTS FOR CLARIFICATION OF BIDS BY THE CITY

Requests by the City for clarification of Bids shall be in writing and for the purpose of obtaining any information necessary for the City to fairly evaluate a Bidder’s Bid.

2.25 VALIDITY OF BIDS SUBMITTED IN RESPONSE TO ITB

A Bid submitted in response to the ITB shall remain valid for a minimum of one hundred twenty (120) Calendar Days following the due date of the ITB.

2.26 ACCESS TO PURCHASING INFORMATION; DEBRIEFINGS

A. Section 3-3-33 of the Alexandria City Code sets forth information about public access to purchasing information.

B. The City shall not provide pre-award briefings. Post-award briefings, however, shall be granted, if the Bidder submits its written request to the Purchasing Agent within five (5) Business Days of the date of the City’s notification of Contract issuance. The Bidder shall be debriefed and furnished the basis for the selection decision and Contract issuance. To the maximum extent practicable, the debriefing will occur within five (5) Business Days of receipt of the Bidder’s written request. A Bidder that was notified of Contract issuance but failed to submit a timely request shall not be entitled to a debriefing. Any requests for briefings or debriefings shall not extend the deadline for filing protests.
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C. Post-award debriefings for successful and/or unsuccessful Bidders may be oral, written, or provided in any other manner chosen by the Purchasing Agent.

1. Debriefings may include:
   a. The City’s evaluation of the significant weaknesses or deficiencies in the Bidder’s Bid, if applicable;
   b. The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful Bidder and the debriefed Bidder and past performance information on the debriefed Bidder;
   c. The overall ranking of all Bidders, when ranking was developed by the evaluation selection committee;
   d. A summary of the rationale for award; and
   e. Reasonable responses to relevant questions about whether selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

2. Debriefings may not include:
   a. Point-by-point comparisons of the debriefed Bidder’s Bid with those of other Bidders; or
   b. Information prohibited or exempt from disclosure by state or federal law or the Alexandria City Code, including, but not limited to:
      i. Trade secrets;
      ii. Privileged or confidential manufacturing processes and techniques;
      iii. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
      iv. The names of individuals providing reference information about a Bidder.

2.27 PROTESTS AND APPEALS

Information regarding protests and appeals is provided in Article G, Chapter 3, Title 3 of the Alexandria City Code.

2.28 USE OF CONTRACT BY OTHER PUBLIC BODIES

A. Bidders are advised that any Contract resulting from the ITB may be extended, with the Contractor’s authorization, to another public body to permit its use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. If the Contractor authorizes another public body to use a Contract resulting from the ITB, the Contractor will deal directly with the public body concerning all matters regarding the Contract, including, but not limited to, the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment. A Contractor may withdraw its authorization to extend its Contract to a public body. Any Bidder’s
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refusal to extend a Contract to a Public Body shall not affect the evaluation of Bids submitted in response to the ITB.

B. It is the Contractor's responsibility to notify other public bodies of the availability of the Contract.

C. The City shall not be held liable for any costs or damages incurred by a public body or Contractor as a result of any Contract extended or not extended to that public body by the Contractor.
PART III - GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES

3.1 DEFINITIONS

The following definitions shall apply to the entire ITB:

Acceptance means, in terms of goods, the COTR’s approval of the Contractor’s invoice for such goods after a reasonable opportunity to inspect and, in terms of services, the COTR’s approval of the Contractor’s invoice for such services.

Bid means a Bidder’s offer to provide specific goods and/or services at specified prices and per the conditions set forth in the ITB.

Bidder means any person who submits a Bid in response to the ITB offering to enter into a Contract with the City.

Business Day means any day other than a Saturday, Sunday, City holiday, or other day on which the City is closed.

Calendar Day means any day in a year, from midnight to midnight, including weekends and holidays.

Change Order means a written order to the Contractor signed by the Purchasing Agent that authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.

City means the City of Alexandria, a municipal corporation of Virginia, and its authorized representatives and employees.

Contract means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the ITB that obligates the Contractor to furnish goods and/or services to or on behalf of the City and the City to pay for the goods and/or services. A Contract shall include, but is not limited to, the following documents:

A. The ITB;
B. All addenda issued related to the ITB;
C. The Bidder’s signed Bid and all other documents submitted by the Bidder to the City in response to the ITB;
D. The Notice of Award issued for the ITB;
E. The Notice to Proceed;
F. These General Terms and Conditions;
G. The Schedule(s);
H. All testing documentation;
I. The Task Order(s) issued for the ITB;
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J. The Bidder’s signed response to the Task Order and all other documents submitted by
the Bidder to the City in response to the Task Order issued for the ITB;
K. The Purchase Order(s) issued for the ITB;
L. Any related Agreements (e.g. Warranty, Support and Maintenance Agreements); and
M. All Change Order(s) issued pursuant to the Contract.

**Contract Sum** means the total amount payable to the Contractor for performance of the
Work.

**Contracting Officer’s Technical Representative (COTR)** means the City employee
who serves as the Purchasing Agent’s technical representative for the purposes of
administering the Contract. The COTR may designate one or more additional
representatives to assist with contract administration.

**Contractor** means the individual, firm, or organization that contracts with the City to
perform the Work. As employed herein, the term “Contractor” may refer to an
individual, an organization, or to the Contractor’s authorized representative.

**DuraTherm** is a proprietary decorative asphalt surfacing system designed specifically
for high-traffic crosswalks.

**Final Payment** means the payment of the balance of the Contract Sum, following the
Acceptance of all goods and/or services delivered pursuant to the Contract.

**Invitation to Bid (ITB)** means the request made by the City to prospective Bidders for
Bids on the goods and/or services desired by the City.

**Notice** means the notice required by Section 3.19.

**Notice to Proceed** means a separate notice or instruction issued by the City authorizing
the Contractor to proceed with the Work contained herein or a part thereof.

**Purchase Order** means a form executed by the Purchasing Agent to place an order for
goods and/or services with a Contractor.

**Purchasing Agent** means the City’s principal public purchasing official responsible for
the purchase of all goods, services, insurance, and construction needed by the City, or his
designated representative.

**StreetBond Surfacing System** means a proprietary technique used to color and fortify
the surface of StreetPrint areas.

**StreetPrint** means a proprietary decorative paving system that uses specially designed
templates to imprint asphalt.
Task Order means an order for goods and/or services placed against an established Contract.

Time(s) for Performance means the date(s) and time(s) by which goods are required to be delivered and/or services are required to be provided, in accordance with the Contract.

Work means the goods and/or services required under the Contract.

3.2 APPLICABILITY

The terms and conditions set forth in this part shall apply to any Contract issued pursuant to the ITB.

3.3 THE CONTRACTOR AND SUBCONTRACTORS

A. Licensure: The Contractor shall be licensed pursuant to all applicable federal, state, and local laws to perform the Work. All persons performing services pursuant to the Contract shall be trained, skilled, and qualified to perform those services and shall hold any licenses or certifications required by all applicable federal, state, and local laws.

B. Key Persons: No key person shall be replaced without the City’s written consent, unless such key person becomes unavailable to perform his or her duties set forth in the Contract because of death, disability, or termination of employment or is removed at the City’s request. If a key person is unable to perform his or her duties or is removed at the City’s request, the City and the Contractor shall agree on a mutually acceptable substitute. A key person shall not begin Work prior to acceptance by the Purchasing Agent.

C. Removal: The City, at its sole discretion, can remove any person assigned by the Contractor to perform Work.

D. Security: If and when security clearances are required by the Work, the Contractor’s personnel and property may be subject to search or other required security measures, such as a criminal background checks.

E. Subcontractors: The Contractor shall have the right to enter into agreements with subcontractors and material suppliers. Any agreements shall be made available to the City for review upon request.

1. Nothing contained in the Contract documents shall operate or otherwise have the effect of creating a contractual relationship between the City and any subcontractor.

2. If the City finds, in its sole and absolute discretion, the proposed subcontractor or sub-subcontractor is not responsible or is otherwise not qualified to perform its
work, the City will notify the Contractor promptly in writing. If the City provides no such Notice, the City shall be deemed to have accepted the subcontractor. The City may retract its acceptance of any subcontractor or sub-subcontractor in the event that such subcontractor or sub-subcontractor evidences an unwillingness or inability to perform its work in strict accordance with the Contract documents. Notice of such retraction will be given in writing to the Contractor. Upon receipt of notification of such rejection or retraction, the Contractor shall submit a new subcontractor or sub-subcontractor for the City’s review. Any net increase in the Contractor’s cost of performance resulting from the required substitution(s) shall be adjusted by appropriate Change Order, provided, however, that no increase in the Contract Sum will be allowed for substitutions where the rejected subcontractor or sub-subcontractor is unlicensed, debarred, or otherwise manifestly incapable of performing in accordance with the Contract documents.

3. By an appropriate agreement, the Contractor shall require each subcontractor with which it executes a subcontract to be bound to the Contractor by the terms of the Contract documents and to assume toward the Contractor all of the obligations and responsibilities that the Contractor, by these documents, assumes toward the City.

4. Upon request, the Contractor shall promptly file with the City a conformed copy of any one or more of its subcontracts.

5. The City’s review or acceptance of subcontractors or sub-subcontractors as described herein shall not relieve the Contractor of any of its responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts, defaults, or omissions of its subcontractors and of its subcontractors’ officers, authorized representatives, and employees.

6. The Contractor shall require such bonds of any subcontractors as specified in the Contract documents.

3.4 TERMS FOR PERFORMANCE

A. Planning: In order to avoid disruption of Work or other undesirable or unacceptable consequences, the Contractor shall plan, schedule, and provide services under the Contract in conformance with the City’s operational needs. The Contractor shall coordinate with City staff in order to ensure efficient, effective, and cost effective operations and to minimize adverse impacts on City programs and services, businesses, or the public.

B. The Work: The goods and/or services required to be delivered pursuant to the Contract shall be in strict accordance with the scope of work and other requirements provided in the Contract. All goods required to be delivered pursuant to the Contract shall be in conformance with the requirements of the Contract and shall be new and unused, unless otherwise specified. All services required to be performed under the
Contract shall be performed only with persons qualified to perform those services who hold all licenses or certifications required by applicable federal, state, and local laws. The Contractor shall comply with all local, state, and federal laws, rules, regulations, and other legal requirements applicable to the Work performed under the Contract. The Contractor shall also perform all Work in accordance with the current and applicable standards published by U.S. and international standards organizations.

C. **Time for Performance:** Time is of the essence for the Contract. The Contractor shall deliver all goods and perform all services at the time(s) and in the manner(s) specified in the Contract.

D. **Brand Name or Equal:** Unless otherwise indicated, all brand name references in the scope of work are intended to define the standard and quality of the goods and/or services to be provided under the Contract. Substitutions may be used with the Purchasing Agent’s prior written approval after the Contractor has demonstrated to the Purchasing Agent’s satisfaction that the substituted goods or services are equivalent to the ones specified in the Contract. Any substitution approved under this subsection shall not relieve the Contractor of the responsibility to provide goods and/or services in the manner and of the quality set forth in the Contract.

### 3.5 INSPECTION, ACCEPTANCE, AND REJECTION

A. **Quality Control and Assurance Plans:** The Contractor and its subcontractors shall provide and maintain a quality assurance and quality control plan acceptable to the City covering the goods and/or services to be provided under the Contract and will tender to the City only those goods and/or services that have been inspected and found to conform to the Contract documents. The Contractor shall create and keep records evidencing inspections and their results and shall make those records available to the City during Contract performance and for three (3) years after Acceptance.

B. **Inspection by the City:** The Contractor and its subcontractors shall provide access for all authorized City personnel and representatives to any and all sites where services related to the Work are performed or supported. All Work shall be subject to inspection and testing by the City or its authorized representatives. The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the City. The Contractor shall furnish to inspectors all information and data that may be reasonably required to perform their inspection or testing.

C. **Acceptance:** All Work to be performed under the Contract shall be subject to final inspection, testing, review, and Acceptance by the City at its destination, notwithstanding any payment or inspection at the source of any goods or place of performance of any services.
D. Rejection: The City shall give Notice of rejection of goods delivered or services performed under the Contract within a reasonable time after receipt of such goods or performance of such services. Acceptance by the City shall not waive any rights that the City might otherwise have at law or equity or by express reservation in the Contract with respect to any defect or nonconformity of goods delivered or services performed.

E. No Waiver of Defects: The City’s failure to discover or reject defective Work or Work not in accordance with the Contract during the progress of the Work shall not be deemed an Acceptance of the defective or nonconforming Work or a waiver of the City’s right to reject the defective or nonconforming Work and require the Contractor to perform the Work as required by the Contract. A progress payment shall not be construed to be an Acceptance of defective or nonconforming Work or a waiver of the City’s right to reject the defective or nonconforming Work and require the Contractor to perform the Work as required by the Contract.

F. Acceptance of Defective or Nonconforming Work: The City reserves the right to accept any defective Work or Work not in compliance with the Contract and to reduce the Contract Sum by an appropriate and equitable amount to account for the defect or noncompliance.

3.6 SAMPLES

A. Samples: Any samples of goods required by the City for inspection and testing shall be furnished by the Contractor free of expense to the City. The samples furnished must be identical in all aspects to the goods specified in the Contract.

B. Return of Samples: If not destroyed by testing, a sample provided to the City may be returned to the Contractor, at the Contractor’s expense, if the Contractor requested the return of the sample at the time the sample was furnished to the City.

3.7 WARRANTY

A. General Warranty: The Contractor warrants that the goods and services furnished to the City under the Contract shall conform to the Contract requirements. The Contractor expressly warrants and guarantees that the goods furnished and the services performed shall be of the highest professional standards and quality. The Contractor further warrants that any goods furnished to the City shall be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the City, free from defects in design. The City’s approval of any design or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

B. Equipment Warranties: In addition to any specific warranty required by the Contract, the Contractor warrants all Work against defects in material or
workmanship for a period of one (1) year from the date of Acceptance, unless specified otherwise. The Contractor shall secure and assign to the City all written warranties of equipment or materials furnished to the Contractor or its subcontractors by any manufacturer or supplier.

C. Commencement of Warranties: All periods of warranty and periods of manufacturers’ product and/or equipment warranties shall commence on the date of Acceptance of the Work and shall extend for a minimum period of one (1) year thereafter.

D. Successors and Assigns: All warranties, including special warranties specified in the Contract, shall inure to the City, its successors and assigns, customer agencies, and users of the goods and/or services provided pursuant to the Contract.

3.8 PACKING AND SHIPMENT

A. Containers: All goods shall be packed in suitable containers for protection in shipment and storage and in accordance with all applicable specifications in the scope of work. Each container of a multiple container shipment shall be labeled to identify the number of the container, the total number of containers in the shipment, and the number of the container in which the packing sheet is enclosed.

B. Packing Sheets: All shipments of goods to the City must include packing sheets identifying the following: the City’s contract number (master blanket purchase order number or Purchase Order number); the item number; the quantity and unit of measure; the part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods provided under multiple contracts shall be listed on separate packing sheets by contract.

C. Shipments: Shipments shall be made as specified in the Contract, unless otherwise directed in writing by the Purchasing Agent.

3.9 TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES

A. Transportation Costs Included in Contract Sum: Unless expressly included and itemized in the Contract, no charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other related transportation costs shall be paid by the City.

B. FOB Shipments: The Contractor must strictly follow Contract requirements regarding Free on Board ("FOB") freight terms and routing instructions. The Contractor must deliver goods FOB destination, the destination to be designated in the Contract documents. The City may permit use of an alternate carrier, at no additional cost to the City, with the COTR’s advance written authorization.
C. **Damage to Goods:** When approved in advance in writing by the City, the Contractor may deliver the goods FOB place of shipment. For FOB place of shipment transactions, should any goods shipped under the Contract be received by the City in a damaged condition and any related freight loss and damage claim filed against the carrier(s) be wholly or partially declined by the carrier(s), with the inference that the damage was the result of the act of the shipper, such as inadequate packaging or loading or some inherent defect in the goods, the Contractor, at the City’s request and at the Contractor’s own expense, shall assist the City in establishing carrier liability by supplying evidence that the goods were properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

3.10 **CHANGES**

A. **Change Orders:** The City may order a change in the Work consisting of an addition, deletion, or modification, and such change may require the Contract Sum and Time for Performance to be adjusted accordingly. Any change in the Work shall be authorized only by a written Change Order signed by the Purchasing Agent.

B. **Ordering Option:** The Contractor agrees to provide additional quantities of goods in excess of the amount stated in the Contract at the same unit prices stated in the Contract for the term of the Contract, unless otherwise stated in the pricing schedule. The price of any such additional quantities shall be added to the Contract Sum by Change Order.

C. **Annual Price Adjustment:** Price increases are not automatic. The Contractor may request a price increase on each annual anniversary date of the Contract. The Contractor’s written request must be submitted no later than fifteen (15) Business Days from the annual anniversary date of the Contract. Any price increases requested after the fifteen (15) Business Day period shall not be retroactive to the Contract’s annual anniversary date but will be effective on the date of the Purchasing Agent’s written approval. Any such price increase(s) shall be limited to the percentage calculated by the United States Department of Labor, Bureau of Labor Statistics, as the Consumer Price Index for All Urban Consumers (“CPI-U”), Baltimore-Washington DC-MD-VA-WV Selected Area, All Items. If there is a decrease in the CPI-U, at the time of the Contract’s annual anniversary, the City will reduce the price(s) in the Contract by the percentage of decrease in the referenced index.

D. **Option Periods:** If the Contract includes one or more option periods, any Contract renewal shall be authorized by Purchase Order.

3.11 **PAYMENTS TO CONTRACTOR**

A. **Payment for Goods:** If the Contract requires the delivery of goods at a specified time, the Contractor shall submit its invoice for the goods, at the fixed price specified in the Contract, at or within a reasonable time after delivery.
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B. Payment for Services: If the Contract requires the Contractor to perform services, the Contractor shall submit its invoice for the services performed during the previous month at or within a reasonable time after performance. The invoice shall itemize the services performed and bill at the rates specified in the Contract.

C. Progress Payments: If authorized by the Contract, the Contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract may provide.

D. Invoices: The Contractor shall submit to the COTR original invoices that describe and itemize the goods, equipment, supplies, or services provided. If abbreviations or jargon are used on the invoice, the Contractor shall provide a key printed directly on the invoice to explain the abbreviations or jargon. In addition, invoices shall contain, at a minimum, the following information:

1. The date of the Contract;
2. The contract number (master blanket purchase order number or Purchase Order number);
3. The unit price in accordance with the price stated in the Contract;
4. The total extended price; and
5. The total price to the City of the goods and/or services provided.

E. Rejection of Invoice: The City reserves the right to determine whether an invoice is clear and properly itemized as required by this section and to reject any invoice that is not clear or properly itemized and require the Contractor to submit a new invoice in compliance with the Contract. Within thirty (30) Calendar Days of receipt of an invoice, the City shall give the Contractor Notice of any defect or impropriety in and the rejection of the invoice. The rejection of an invoice shall prevent any payment by the City on the basis of the rejected invoice.

F. City’s Right to Withhold Payment: The City may withhold payment to the Contractor on the basis of:

1. Defective Work not remedied;
2. Third-party claims filed or reasonable evidence indicating probable filing of such claims;
3. The Contractor’s failure to make payments properly to subcontractors or to make payments for labor, materials, or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. Damage to the City or another contractor;
6. Reasonable evidence that the Work will not be completed on or before the Time(s) for Performance;
7. The Contractor’s persistent failure to perform the Work in compliance with the Contract; or

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8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors, or persons caused by the act or neglect of the Contractor or any of its subcontractors.

G. Time for Payments: If not otherwise set forth in the Contract, payment will be made forty-five (45) Calendar Days after the later of:

1. The date of the City’s receipt of goods or services; or
2. The COTR’s receipt of the Contractor's valid invoice.

Unless otherwise provided in the Contract, every using agency that fails to pay by the required payment date shall pay any finance charges assessed by the Contractor that do not exceed one percent (1%) per month. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

3.12 TERMINATION OR SUSPENSION

A. Non-Appropriation of Funds: The Contract shall be conditioned on appropriations made by the Alexandria City Council of funds sufficient for the City to make payments required by the Contract. If such an appropriation is not made, the City may terminate the Contract. Upon termination of the Contract pursuant to this subsection, the City shall not be obligated to make any payments under the Contract beyond the amount properly appropriated for payments under the Contract in the immediately prior fiscal year. The City shall provide the Contractor Notice of termination of the Contract due to the non-appropriation of funds at least fifteen (15) Calendar Days before the effective date of the termination. However, the City’s failure to provide such Notice shall not extend the Contract into a fiscal year in which funds for payments under the Contract have not been appropriated.

B. Termination for Convenience:

1. The City shall have the right to terminate the Contract at its own convenience for any reason by giving fifteen (15) Calendar Days prior Notice of termination of the Contract to the Contractor. In the event of termination pursuant to this subsection, the Contractor shall be paid an amount equal to the lesser of:

   a. The actual cost of any Work, labor, or materials actually performed or in place and the actual cost of any labor, equipment, or materials ordered in good faith that could not be canceled, less the salvage value thereof; or

   b. The pro rata percentage of completion based upon any schedule of payments set forth in the Contract, plus the actual cost of any labor, equipment, or materials ordered in good faith that could not be canceled, less the salvage value thereof.
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2. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this subsection. The City shall have the right to audit amounts claimed by the Contractor under this subsection pursuant to the audit procedures set forth in Section 3.21.

C. Termination for Default:

1. The City, by Notice to the Contractor, may terminate the Contract, in whole or in part, in any one of the following circumstances:

   a. The Contractor fails to deliver the goods or perform the services within the Time(s) for Performance and does not cure the failure within ten (10) Calendar Days of receipt of Notice from the Purchasing Agent or his or her designee;

   b. The Contractor fails to perform any of the other provisions of the Contract, fails to make progress so as to endanger performance of the Contract in accordance with its terms, and does not cure such failure within ten (10) Calendar days of receipt of Notice from the Purchasing Agent or his or her designee; or

   c. Without further Notice, the Contractor commits a default referenced in subsections (a) or (b) of this subsection more than two (2) times during any consecutive twelve (12) month period, regardless of whether the Contractor cured the earlier defaults.

2. In the event the City terminates the Contract, in whole or in part, pursuant to this subsection, the City may purchase from other vendors goods or services similar to those required pursuant to the Contract. The Contractor shall be liable to the City for any excess costs incurred by the City in connection with the purchase of goods and/or services from other vendors.

D. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs of failure to perform if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier and if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Contractor to meet the required Time(s) for Performance.
3.13 CLAIMS AND DISPUTES

A. No Claim against City Officials: The Contractor shall not make any claim(s) against any elected official, appointed official, authorized representative, or employee of the City for, or on account of, anything done or omitted to be done in connection with the Contract.

B. Claims: Claims under the Contract shall be submitted in writing to the Purchasing Agent no more than sixty (60) Calendar Days after Final Payment. A claim shall be deemed to have been waived and shall not be considered by the City unless the Contractor gives Notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the Work upon which the claim is based. Notice of the Contractor’s intention to file a claim pursuant to this subsection shall not be sufficient unless the Contractor complies with each of the following:

1. The Contractor, within five (5) Calendar Days of the occurrence of the event giving rise to the claim or of the beginning of the Work upon which the claim is based, shall deliver to the Purchasing Agent and the COTR Notice specifying that the Contractor has sustained or is sustaining injury and detailing the basis of the alleged claim against the City; and

2. Within twenty (20) Calendar Days of delivering the Notice required by subsection 1 above, the Contractor shall deliver to the Purchasing Agent and the COTR a sworn affidavit that includes an itemized breakdown of the nature and amount of any injury or damages the Contractor has incurred or is incurring, and such itemization shall be based on all information that the Contractor knows or should know.

C. Determination of Claim: The Purchasing Agent or his or her designee shall make a determination of the claim within fifteen (15) Calendar Days of receipt of the itemized breakdown described in Section 3.13 B.2 above, which decision shall be the City’s final determination.

D. Disputes: Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Alexandria City Code.

E. Exhaustion of Administrative Procedures: The City and the Contractor agree that no claim or controversy arising under the Contract at any time during or after the performance of the Work shall be brought before any court without the claim first having been submitted to the procedures outlined in this section and that failure to comply with such procedures for a claim under the Contract shall be deemed a waiver by the Contractor of such claim.
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F. Contractor to Continue Work during Pendency of Dispute: Unless ordered by the City to suspend all or a portion of its performance of the Work under the Contract, the Contractor shall proceed with the performance of the Work without any interruption or delay during the pendency of any dispute resolution procedures.

3.14 INSURANCE

Prior to the start date of the Work under the Contract, the Contractor shall furnish to the Purchasing Agent a certificate(s) of insurance evidencing that the Contractor has obtained, at its own expense, all insurance coverage required by the City of Alexandria Insurance Checklist. The Contractor shall provide documentation that the requisite insurance policy(ies) name the City of Alexandria as an additional insured for the policy(ies), and such policy(ies) requires notice of cancellation or nonrenewal to the City of Alexandria. The documentation shall reference “ITB No. 00000290, Traffic Calming Devices.”

3.15 INDEMNITY

The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives, and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees), and expenses resulting from any material breach of the representations, warranties, and covenants of the Contractor contained in the Contract, from any injuries to persons or property caused by the actions of negligence or the alleged negligence of the Contractor or its employees, authorized representatives, and subcontractors, or in any other manner arising out of the Contractor’s performance of the Contract.

3.16 EQUAL EMPLOYMENT OPPORTUNITY

For any Contract over ten thousand dollars ($10,000), except any Contract for the sale, purchase, or rental of land to which the City is a party:

A. The Contractor agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the Contractor’s normal operations.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The Contractor agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Alexandria City Code to ensure nondiscrimination in
INVITATION TO BID NO. 00000290
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employment under guidelines to be developed by the Human Rights Commission (the "Commission") of the City of Alexandria and approved by the City Council.

D. The Contractor agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.

E. The Contractor agrees to notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.

F. The Contractor agrees to submit to the City Manager and the City's Human Rights Director (Director), upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Director with the approval of the City Manager; except that the Director may request more frequent special reports of particular employers, provided the Commission has found such employers to have violated any provision of Chapter 4 of Title 12 of the Alexandria City Code.

G. 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.

H. The Contractor agrees to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.

I. For the purposes of this section, reasonable accommodation may include: (i) making facilities used by employees readily accessible to and usable by persons with a disability; and (ii) job restructuring, part-time or modified work schedules, the acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

J. In determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:

1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities, and the size of the budget;

2. The Contractor's type of operation, including the composition and structure of the Contractor's work force; and

3. The nature and cost of the accommodation needed.
K. The Contractor may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

L. In the event of the Contractor’s noncompliance with any provision of this equal employment opportunity clause, upon a finding of such noncompliance by the Commission and certification of such finding by the City Manager, the City Council may terminate or suspend or not renew, in whole or in part, this Contract.

M. The Contractor agrees to include all preceding provisions in this section in every subcontract so that such provisions will be binding upon each subcontractor.

3.17 ETHICS IN PUBLIC CONTRACTING:

The Contractor shall comply with the Alexandria City Code Sections 3-3-121, et seq.; the State and Local Government Conflict of Interest 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, Title 18.2 of the Code of Virginia, all as the same may be amended from time to time and are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

3.18 DRUG-FREE WORKPLACE:

A. Drug-Free Workplace: During the performance of the Contract, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. Definition: For the purposes of this section, “drug-free workplace” means a site for the performance of Work where employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

3.19 NOTICE

A. Written Notice: Any notice required by the Contract shall be in Writing.
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B. Notice to Contractor: Notice shall be served on the Contractor by mail, courier, facsimile transmission, or electronic mail to the Contractor’s office at a site where Work is being performed or to the Contractor’s business address as stated in the Contract.

C. Notice to City: Except as otherwise specified herein, Notice shall be served on the City by mail, courier, facsimile transmission, or electronic mail to the COTR, with a copy to the Purchasing Agent. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.

3.20 AUDIT

All records, reports, and documents relating to the Contract shall be maintained by the Contractor for a period of three (3) years following Final Payment. Such records, reports, and documents shall be subject to review, inspection, and audit by the City and the City’s representatives, consultants, or auditors at mutually convenient times.

3.21 PRICE ADJUSTMENT FOR DEFECTIVE COST AND PRICING DATA

If any price, including profit or fee, negotiated in connection with the Contract or any Change Order under the Contract was increased by any significant amount because the Contractor furnished pricing data that was not complete, accurate, or current as of the date of the Contract or Change Order, the City shall have the right to reduce the price accordingly and to modify the Contract to reflect the reduction.

3.22 SERVICE CONTRACT WAGES

A. Living Wage: If applicable, the Contractor shall comply with the provisions of Section 3-3-31.1 of the Alexandria City Code during the performance of the Contract. During the initial term of the Contract, all Contractor employees working on City-owned or City-controlled property shall be paid an hourly wage no less than the Living Wage published on the City's website at the time of Contract execution.

B. Required Reporting: No more than ten (10) Calendar Days after the end of a quarter (January-March, April-June, July-August, and September-December), the Contractor shall submit, on a form acceptable to the Purchasing Agent, the name, position, current wage rate, and hours worked on City-owned or City-controlled property for each employee subject to the Living Wage requirements of this Section and the change in total direct labor costs as a result of the Living Wage requirements of this section. The Contract shall not be renewed until this information is submitted to and approved by the Purchasing Agent. The cost of any increase in wages, together with applicable labor burdens, shall be added to the Contract Sum.

C. Option Periods: For each option period for which the Contract is renewed, the Contractor’s employees’ wages shall be adjusted to correspond to the Living Wage rate posted on the City’s website as of the date of the Change Order authorizing the
INVITATION TO BID NO. 00000290
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option period. Prior to renewal, the Contractor shall submit, on a form acceptable to
the Purchasing Agent, the names of all employees who will be affected by the Living
Wage requirements of this section, their positions, their wage rates prior to the
renewal date, their wage rates in conformance with the Living Wage at renewal, and
the change in total direct labor costs as a result of the Living Wage changes. No
Contract shall be renewed until this information is submitted to and approved by the
Purchasing Agent. The cost of any such increase in wages, together with applicable
labor burdens, shall be added to the Contract Sum.

D. Complaints by Aggrieved Employees: Within six (6) months of the Contractor’s
failure to comply with the Living Wage requirements of this section, an aggrieved
employee may file a complaint with the Purchasing Agent. If the Purchasing Agent
determines that the Contractor paid the employee a wage rate less than that required
by the Contract, the Contractor shall be liable to the employee for the amount of the
unpaid wage, plus interest at the judgment rate. The Contractor shall not discharge,
reduce the compensation of, or otherwise retaliate against any employee who files a
complaint with the Purchasing Agent or takes any other action to enforce the
requirements of this section.

E. Additional Requirements: At all times during the term of the Contract, the
Contractor shall:

1. Post the current Living Wage rate notice in English and Spanish, as approved by
the Purchasing Agent, in a prominent place at its offices and at each location
where its employees perform services under the Contract;

2. Provide, within five (5) Calendar Days of an employee’s request, a written copy
of the current Living Wage notice;

3. Include the required provisions of Section 3-3-31.1 of the Alexandria City Code
in all subcontracts for Work to be performed by subcontractors, so that the
provisions are binding upon all required subcontractors;

4. Comply with all applicable federal, state, and City laws, rules, and regulations,
including but not limited to the U.S. Fair Labor Standards Act of 1938, as
amended, the U.S. Occupational Safety and Health Act of 1970, as amended, the
U.S. Employee Retirement Income Security Act, as amended, and Chapter 3 of
Title 40.1 of the Code of Virginia, 1950, as amended (for the purposes of the
Contract, the annual schedule of City holidays published by the City Manager’s
Office shall be used); and

5. Submit, within five (5) Business Days of the end of each period and in a form
approved by the Purchasing Agent, quarterly and annual payroll reports, which
shall include the hourly wage rates and wages provided by the Contractor and its
subcontractors to each employee subject to the Living Wage requirements.
F. **Contractor Record Keeping:** The Contractor shall keep and preserve records that show the wages and benefits provided to each employee assigned to perform services under the Contract for a period of three (3) years after the expiration or earlier termination of the Contract. The Contractor shall permit the Purchasing Agent or his or her authorized representative to examine and make copies of such records at reasonable times and without unreasonable interference with the Contractor's business.

G. **Violations:** Violation of any law, rule, regulation, or provision of this section, as determined by the Purchasing Agent, shall be grounds for termination of the Contract and debarment of the Contractor.

3.23 **AUTHORIZATION TO TRANSACT BUSINESS**

If the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

3.24 **COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

During the performance of any Work, the Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

3.25 **MISCELLANEOUS PROVISIONS**

A. **Governing Law:** The Contract is governed by the applicable provisions of the Alexandria City Code and the laws of the Commonwealth of Virginia.

B. **Successors, Assigns, and Legal Representatives:** The Contract shall not be assigned, sublet, or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto, except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under the Contract.

C. **Entire Agreement:** The Contract constitutes the entire agreement among the parties pertaining to the Work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

D. **Royalties and Patents:** The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material, or
E. **Severability:** Should any provision of the Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if the Contract had been executed with the invalid provisions(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of the Contract without including therein such provision(s) that may for any reason hereafter be declared invalid.

F. **Survival:** Any provision of the Contract that contemplates performance subsequent to any termination or expiration of the Contract shall survive any termination or expiration of the Contract and shall remain in full force and effect according to their terms.

G. **Non-Waiver:** The failure of the Contractor or the City to exercise any right, power, or option arising under the Contract or to insist upon strict compliance with the terms of the Contract shall not constitute a waiver of the terms and conditions of the Contract with respect to any other or subsequent breach thereof or a waiver by the Contractor or the City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

H. **Headings:** Numbered topical headings, sections, subsections, paragraphs, or titles in the Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.
INVITATION TO BID NO. 00000290  
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL A
OFFER AND AWARD FORM

NAME OF BIDDER:__________________________________________

ADDRESS:________________________________________________

TELEPHONE NUMBER: (____) __________________________________

MOBILE NUMBER: (____) ____________________________________

FAX NUMBER: (____) ______________________________________

THIS OFFER AND AWARD FORM SHALL BE SIGNED for and in consideration of the payment of the amount set forth in the Bid. The Bidder offers to perform the Work set forth in ITB No. 00000290, together with any addenda.

By: ________________________________________________________

Bidder’s Authorized Signatory  Date

____________________________________________________________

Name and Title of Authorized Signatory

Accepted by the City of Alexandria, Virginia,

This _____ day of ____________________, 201__.

By: ________________________________________________________

Stephen Taylor, Acting Purchasing Agent
PART IV - REQUIRED SUBMITTAL B
KEY PERSONNEL

KEY PERSONNEL: In the spaces provided below, the Bidder shall identify a minimum of three (3) key persons who would be assigned to provide supervision, project management, and/or contract administration. One (1) of these individuals shall be available from 9 a.m. to 5 p.m., local prevailing time on Business Days.

KEY PERSON NAME (SUPERVISOR):

TITLE:

PHONE: 

MOBILE:

EMAIL:

QUALIFICATIONS AND EXPERIENCE:

KEY PERSON NAME (PROJ. MANAGER/CONTRACT ADMINISTRATOR):

TITLE:

PHONE: 

MOBILE:

EMAIL:

QUALIFICATIONS AND EXPERIENCE:

KEY PERSON NAME (PROJ. MANAGER/CONTRACT ADMINISTRATOR):

TITLE:

PHONE: 

MOBILE:

EMAIL:

QUALIFICATIONS AND EXPERIENCE:
I understand the insurance requirements and, if issued this Contract, will submit a Certificate of Insurance to the City in the amount and type as set forth below. (See continuation sheets) Items marked “X” are required to be provided.

<table>
<thead>
<tr>
<th>REQUIRED COVERAGES</th>
<th>LIMITS (figures denote minimum limits required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 1. <strong>Worker’s Compensation and Employer’s Liability</strong> Required when Contractor has three (3) or more employees.</td>
<td>Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. $500,000 each accident; $500,000 each disease; $500,000 policy limit for employer’s liability. USL&amp;H and Jones Act coverage endorsements needed for work along and on the river.</td>
</tr>
<tr>
<td>X 2. <strong>Commercial General Liability</strong> Required on all City contracts.</td>
<td>$1,000,000 combined single limit for bodily injury and property damage each occurrence. $2,000,000 General Aggregate, $2,000,000 Products and Completed Operations Aggregate, $1,000,000 personal injury and advertising injury Aggregate. The General Aggregate must apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work). Products and Completed Operations coverage must be maintained for at least three (3) years after the City’s final acceptance of the work.</td>
</tr>
<tr>
<td>X 3. <strong>Automobile Liability</strong> Required on all City contracts.</td>
<td>$1,000,000 combined single limit bodily injury and property damage each accident; $1,000,000 Uninsured and Underinsured Motorists. Must include the following: Owned, Hired and Non-Owned. $5,000,000 Motor Carrier Act Endorsement, where applicable.</td>
</tr>
<tr>
<td>4. <strong>Property Coverage</strong> Required when Contractors: A. Use their own personal property or equipment on City property; B. Store or leave equipment or personal property on City Property; or C. Use building material NOT owned by City.</td>
<td>Commercial Property Policy/Builders Risk: Provide replacement cost. Must include all perils (also known as “special” or “all risks”) including theft, flood, earthquake, and terrorism. Contractor’s Equipment Floater: Provide coverage for Contractor’s mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges, and tunnels.</td>
</tr>
<tr>
<td>5.</td>
<td>Crime Policy</td>
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<tr>
<td>Required when Contractor:</td>
<td></td>
</tr>
<tr>
<td>A. Collects money, securities or other property on behalf of City, and/or</td>
<td></td>
</tr>
<tr>
<td>B. Requires the use of City money, securities, or negotiable property to be in Contractor’s care, custody and control, and/or</td>
<td></td>
</tr>
<tr>
<td>C. Has access to City computer systems that may provide access to sensitive information.</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 limit for employee theft of money, securities, and other property owned by the Contractor.</td>
<td></td>
</tr>
<tr>
<td>An endorsement should also be added to the policy to cover theft of the City’s money, securities, or other property (third party coverage).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6.</th>
<th>Professional Liability/Errors &amp; Omissions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required when:</td>
<td></td>
</tr>
<tr>
<td>A. Contractor must maintain a license or special degree.</td>
<td></td>
</tr>
<tr>
<td>B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.</td>
<td></td>
</tr>
<tr>
<td>C. Law enforcement, contractors. (Where applicable, coverage may be provided in the General Liability policy (e.g. wrongful detention or arrest etc.).</td>
<td></td>
</tr>
<tr>
<td>A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as services requiring access to any private information, electronic data or equipment owned by the City is part of the work.</td>
<td></td>
</tr>
<tr>
<td>$2,000,000 each claim and aggregate.</td>
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</tbody>
</table>

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<thead>
<tr>
<th>7.</th>
<th>Excess Liability/Umbrella</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000 per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury, and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.</th>
<th>Garage Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required when the Contractor takes possession of the City’s owned vehicles including buses in order to repair.</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 bodily injury and property damage for each occurrence/accident.</td>
<td></td>
</tr>
</tbody>
</table>

| 9. | City of Alexandria must be named as an additional insured on all insurance policies other than Worker’s Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.) The Contractor’s insurance will be primary and the City’s insurance or self-insurance shall be non-contributory. The Contractor shall waive and require their insurers to waive by endorsement subrogation rights against the City for losses and damages incurred under the insurance policies required by the agreement. No work shall be performed by Contractors or subcontractors until a certificate of insurance has been submitted and approved by City to insure compliance with all insurance requirements. |
10. **Pollution Liability**
Coverage should be included with a $1,000,000 limit for each occurrence, claim, or pollution incident. This coverage is required of all Contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.

X 11. Thirty (30) day notice of cancellation, non-renewal, material change, or coverage reduction is required on all policies.

X 12. Best’s Guide rating: “A-” VIII or better, or its equivalent. The insurance companies shall be lawfully authorized to do business in the Commonwealth of Virginia.

X 13. The Certificate(s) of Insurance shall state the solicitation Number and Title.

---

**Company Name**

---

**Bidder’s Authorized Signatory**

**Date**

---

**Name and Title of Authorized Signatory**
INVITATION TO BID NO. 00000290
Traffic Calming Devices

SUBMITTAL C - FORM "A" INSURANCE (continuation sheet)

Bidders shall review this section carefully with their insurance agents prior to Bid submission. Bidders may see the "City of Alexandria Insurance Checklist" for specific coverage requirements applicable to this Contract.

1. **General Insurance Requirements:**
   
   1. The successful Bidder shall not start work under this Contract until it has obtained, at its own expense, all of the insurance required under this Contract and such insurance has been approved by the City; nor shall the successful Bidder allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful Bidder. Approval of insurance required of the successful Bidder and subcontractors for the City will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
   
   2. The successful Bidder shall require all subcontractors to maintain, during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverages as indicated in Part IV Attachment C in the same manner as specified for the successful Bidder. Upon request, the successful Bidder shall furnish immediately subcontractors' certificates of insurance to the City.
   
   3. All insurance policies required under this Contract shall include the following provision: Thirty (30) day notice of cancellation, non-renewal, material change, or coverage reduction is required on all policies.
   
   4. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the successful Bidder, or the surety, or its bond, from any liability or obligation imposed upon any or all of them by the provisions of the Contract Documents.
   
   5. The City of Alexandria (including its officers, agents, and employees) is to be listed as an additional insured on all insurance policies except Workers' Compensation and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this section shall be primary with respect to the City, its officers, agents, and employees. The Contractor's insurance will be primary and the City's insurance or self-insurance shall be non-contributory.
   
   6. The successful Bidder shall provide insurance as specified in the "City of Alexandria Insurance Checklist," (Submittal C).
   
   7. The successful Bidder covenants to save, defend, keep harmless, and indemnify the City and all of its officers, agents, and employees (collectively the "City") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation
costs and attorney's fees), charges, liability, or exposure, however caused, resulting from or arising out of or in any way connected with the successful Bidder's performance or nonperformance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the successful Bidder completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the City for which the City gives notice to the successful Bidder after the City's final acceptance of the Work.

8. The successful Bidder shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the Contract. The successful Bidder assumes all risks for direct and indirect damage or injury to the property used or persons employed on or in connection with the Work contracted for and for 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 contracted Work.

9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the successful Bidder fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the successful Bidder, and the successful Bidder shall be liable to the City for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the Contract at the time of termination.

10. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful Bidder shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractors.

11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The successful Bidder shall be fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions, and omissions of persons directly employed by it.

12. The successful Bidder shall exercise precaution at all times for the protection of persons (including employees) and property. The successful Bidder and its subcontractors shall protect all existing structures, utilities, roads, services, trees, and shrubbery against damage or interruption of service at all times. The successful Bidder shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.

13. If the successful Bidder does not meet the insurance requirements of the specifications,
alternate insurance coverage satisfactory to the City's Purchasing Agent may be considered. Written requests for consideration of alternate coverage shall be received by the City's Purchasing Agent at least ten (10) working days prior to the date set for opening the Bids. If the City denies the request for alternate coverage, the specified coverage must be submitted. If the City permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for Bid openings.

14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the City. The insurers shall have a policyholders' rating of "A-" or better and a financial size of "Class VIII" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption in the same manner as described in Item 12 above.

15. The City will consider deductible amounts as part of its review of the Bidder's financial stability. Any deductibles shall be disclosed in the Bid, and all deductibles will be assumed by the successful Bidder.
II. Liability Insurance - "Occurrence" Basis:

1. The successful Bidder shall purchase and maintain, in a company or companies authorized to do business in the Commonwealth of Virginia and acceptable to the City, such insurance as will protect the successful Bidder and the City from the claims set forth below, which may arise out of or result from the successful Bidder's operations under the Contract, whether such operations are by the successful Bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
   
   A. Claims under Workers' Compensation, disability benefits, and other similar employee benefit acts;
   
   B. Claims for damages because of the bodily injury, occupational sickness or disease, or death of the successful Bidder's employees;
   
   C. Claims for damages because of the bodily injury, sickness or disease, or death of any person other than the successful Bidder's employees;
   
   D. Claims for damages insured by usual personal injury liability coverage that are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful Bidder or by any other person;
   
   E. Claims for damages, other than to the Work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable), because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
   
   F. Claims for damages because of the bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any owned, hired, or non-owned motor vehicle.

2. The specific insurance policies required to cover the claims listed above in Item 1 shall include the terms and provisions and be written for no less than the limits of liability (or greater limits if required by law or contract) as shown on the "City of Alexandria Insurance Checklist" contained in the solicitation documents.

   A. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as dictated on the "City of Alexandria Insurance Checklist":

   i. Premises/Operations;
   
   ii. Actions of Independent Contractors;
   
   iii. Products/Completed Operations, to be maintained for three (3) years after completion of the Work;
   
   iv. Contractual liability, including protection for the successful Bidder from claims arising out of liability assumed under this Contract and including Automobile Contractual Liability;
   
   v. Personal Injury and Advertising Injury Liability; and
   
   vi. Explosion, Collapse, or Underground Hazards.
B. Commercial Automobile Liability, including Uninsured Motorist's and Underinsured Motorists coverage.

C. Workers' Compensation - Statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; and Employers' Liability coverage.
III. Commercial General or other required Liability Insurance - "Claims Made" Basis

If Commercial General or other liability insurance purchased by the successful Bidder has been issued on a "claims made" basis, the successful Bidder shall comply with the following additional conditions. The limits of liability and the extensions to be included as described in the "City of Alexandria Insurance Checklist" remain the same. The successful Bidder shall either:

(a) Agree to provide the certificates of insurance evidencing the above coverage for a period of three (3) years after Final Payment for the Contract, which certificates shall evidence a retroactive date no later than the beginning of the successful Bidder's or subcontractors' Work under this Contract; or

(b) Purchase a three (3) year extended reporting period endorsement for the policy or policies in force during the term of this Contract and provide evidence of the purchase of this extended reporting period endorsement by means of a certificate of insurance or a certified copy of the endorsement itself.
1. Select the following that is applicable to the Bidder:

Minority Business Firm: Yes □ No □  Small Business Firm: Yes □ No □
Sole Proprietorship: Yes □ No □  Partnership: Yes □ No □
Corporation: Yes □ No □

2. A sole proprietorship and partnerships must provide the following information:

Name ________________________________________________________________

Address ____________________________________________________________

City, State _________________________________________________________

Partnerships must provide this information for all partners.

3. A corporation must provide the following information:

State of Incorporation ________ Charter number of the Virginia certificate of authority ________ Date of Incorporation ________________

Foreign corporations desiring to transact business in the Commonwealth of Virginia shall register with the State Corporation Commission in accordance with Code of Virginia Section 13.1-757, as amended.

4. A corporation must provide the names of the following officers:

President: __________________________________________________________

Vice-President: _____________________________________________________

Secretary: _________________________________________________________

Treasurer: _________________________________________________________

Registered Agent: _________________________________________________

Organization Name _______________________________________________
INVITATION TO BID NO. 00000290
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL E
CERTIFIED STATEMENT OF NON-COLLUSION

A. This is to certify that the undersigned is seeking, offering, or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering, or agreeing to receive any portion of the public funds or moneys and that the offer or agreement or any claim resulting therefrom is not the result of or affected by any act of collusion with another person engaged in the same line of business or commerce or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The City is authorized by Code of Virginia Section 18.2-498.4 (1950), as amended, to require this certified statement. That section also provides that any person required to submit this statement that knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Code of Virginia Section 18.2-498.3 (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Code of Virginia Section 59.1-68.7 (1950), as amended, provides that any combination, conspiracy, or agreement to intentionally rig, alter, or otherwise manipulate or to cause to be rigged, altered, or otherwise manipulated any bid submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services or excluding other persons from dealing with the state or any other governmental unit, shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

SIGNATURE__________________________
INVITATION TO BID NO. 00000290  
Traffic Calming Devices  
PART IV - REQUIRED SUBMITTAL F  
DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES  

A. I hereby state that, as of this date (check one):  

( ) Our firm has **no reason** to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board or other body controlled or appointed by the City Council has already received, in connection with or related in any way to this Contract, or has been promised, in the event this Contract is issued to the firm, any commission, finder’s fee, or other thing of value.  

( ) Our firm **has reason** to believe that the following members of City Council, official(s), or employee(s) of the City, or member(s) of any commission, committee, board, or other body controlled or appointed by City Council has already received, in connection with or related in any way to this Contract, or has been promised, in the event this Contract is issued to the firm, any commission(s), finder’s fee(s), or other thing(s) of value:  

<table>
<thead>
<tr>
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</table>

*If additional space is required, please attach an additional sheet with the relevant name(s) and title(s)/position(s).*  

B. I hereby state that, as of this date (check one):  

( ) Our firm has **no reason** to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively and whether personally or through a spouse or other family member, if this Contract were issued to the firm.  

( ) Our firm **has reason** to believe that the following member(s) of the City Council, or official(s) or employee of the City would or may be financially affected, whether affirmatively or negatively and whether personally or through a spouse or other family member, if this Contract were issued to the firm.  

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INVITATION TO BID NO. 00000290
Traffic Calming Devices

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<table>
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PART IV - REQUIRED SUBMITTAL G
BIDDER'S PRICING SCHEDULE

In the spaces below, the Bidder shall submit pricing for the goods and/or services set forth in the ITB. The Bidder shall fill in the pricing schedules using US Dollars. The Bidder shall submit pricing on each bid item below. Any Bidder who enters a zero (0), leaves blank, or uses characters on a pricing blank may be deemed nonresponsive.

NOTE: Labor pricing shall be at the fully-burdened labor rate.

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<td>Per SF</td>
<td>800</td>
<td></td>
</tr>
</tbody>
</table>

Total: ____________________________________

Name of Bidder: _______________________________________________________________

Authorized Signature: _________________________________________________________

Name Printed and Title: _______________________________________________________

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The Bidder shall provide below the following information for all contracts, projects, or jobs of similar size and scope performed for all customers within the past three (3) years.

Reference 1

1. Contract, project, or job name: 

2. Organization for which contract, project, or job was performed: 

3. Date(s) of contract, project, or job: 

4. Dollar Value of contract, project, or job: 

5. Contact information of the organization for which the contract, project, or job was performed:

Contract Manager (or other representative): Title: 
Telephone Number: Email: 
Address: 

Reference 2

1. Contract, project, or job name: 

2. Organization for which contract, project, or job was performed: 

3. Date(s) of contract, project, or job: 

4. Dollar Value of contract, project, or job: 

5. Contact information of the organization for which the contract, project, or job was performed:

Contract Manager (or other representative): Title: 
Telephone Number: Email: 
Address: 

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INVITATION TO BID NO. 00000290
Traffic Calming Devices

Reference 3

1. Contract, project, or job name: ____________________________

2. Organization for which contract, project, or job was performed: ____________________________

3. Date(s) of contract, project, or job: ____________________________

4. Dollar Value of contract, project, or job: ____________________________

5. Contact information of the organization for which the contract, project, or job was performed:

   Contract Manager (or other representative): ____________________________ Title: ____________________________

   Telephone Number: ____________________________ Email: ____________________________

   Address: ____________________________

Reference 4

1. Contract, project, or job name: ____________________________

2. Organization for which contract, project, or job was performed: ____________________________

3. Date(s) of contract, project, or job: ____________________________

4. Dollar Value of contract, project, or job: ____________________________

5. Contact information of the organization for which the contract, project, or job was performed:

   Contract Manager (or other representative): ____________________________ Title: ____________________________

   Telephone Number: ____________________________ Email: ____________________________

   Address: ____________________________

*Please attach additional pages as required.
INVITATION TO BID NO. 00000290
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL I
W-9 Request for Taxpayer Identification Number and Certification

Please complete and returned the attached W-9 on the following page.
W-9
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/described entity name, if different from above

Check appropriate box for federal tax classification (required):
□ Individual/sole proprietor
□ C Corporation
□ S Corporation
□ Partnership
□ Trust/Estate
□ Limited liability company. Enter the tax classification (C-, S-, or partnerships)

□ Other (see instructions)

Address (number, street, and apt, or suite no) Requester’s name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I
Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II
Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to a retirement arrangement (IRA), and generally, payments otherwise than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Signature of U.S. person

Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners’ share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
NOTICE TO BIDDERS
ADDENDUM 1
INVITATION TO BID (ITB) No. 00000290, TRAFFIC CALMING DEVICES

BID CLOSING DATE AND TIME: NOVEMBER 9, 2012, 3 P.M., PREVAILING LOCAL TIME

This Addendum 1 consists of one (1) cover page and (1) revised bid tab. This Addendum amends ITB No. 00000290, Traffic Calming Devices, by amending the following two provisions:

1. Extends the Bid Due Date and Bid Opening Date from November 5, 2012 to November 9, 2012, 3 p.m., prevailing local time.

2. Amends Required Submittal G, Bidder’s Pricing Schedule to include “Provide and Install DuraTherm.”

This Addendum must be signed and returned with your Bid before the Bid closing date and time shown above. Failure to fully execute all ITB documents may be cause for rejection of your Bid.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID, WHICH IS DETERMINED TO BE THE MOST ADVANTAGEOUS TO THE CITY.

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF ITB No. 00000290 REMAIN IN FULL FORCE AND EFFECT.

Date

Michael F. Hauser
Acting Purchasing Agent

ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME: ________________________________

AUTHORIZED SIGNATURE: ________________________ Date

NAME AND TITLE: ________________________________ Date

TELEPHONE NUMBER: ______________________________

EMAIL: __________________________________________
PART IV - REQUIRED SUBMITTAL G
BIDDER’S PRICING SCHEDULE

In the spaces below, the Bidder shall submit pricing for the goods and/or services set forth in the ITB. The Bidder shall fill in the pricing schedules using US Dollars. The Bidder shall submit pricing on each bid item below. Any Bidder who enters a zero (0), leaves blank, or uses characters on a pricing blank may be deemed nonresponsive.

NOTE: Labor pricing shall be at the fully-burdened labor rate.

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</table>

Total: __________________________

Name of Bidder: ____________________________________________________________

Authorized Signature: ______________________________________________________

Name Printed and Title: _____________________________________________________
SENT VIA EMAIL AND CERTIFIED U.S. MAIL WITH RETURN RECEIPT

January 7, 2013

Mr. Steven C. Bell
Bell Brothers, Inc.
5504 Oakwood Rd.
Alexandria, VA 22310

NOTICE OF AWARD

Reference: Invitation to Bid (ITB) No. 00000290, Traffic Calming Devices

Dear Mr. Bell:

Thank you for submitting a bid in response to Invitation to Bid No. 00000290, Traffic Calming Devices (ITB). After a thorough review of the bid(s) received, your firm has been selected for award of the contract. Enclosed are a fully executed Offer and Award Form and the Bid Tabulation.

The Contract shall be in accordance with the terms, conditions, and specifications contained in the ITB, all addendums, and Bell Brothers, Inc.’s bid submitted in response to the ITB, dated November 9, 2012. The award is for the unit prices provided in Required Submittal G, Bidder’s Pricing Schedule.

In accordance with the terms and conditions of the ITB, your firm shall submit a Certificate of Insurance in accordance with the requirements of the City of Alexandria Insurance Checklist, Attachment C within ten (10) business days from the date of this Notice and prior to beginning any services under the Contract. In addition, your firm shall provide documentation that the requisite insurance policy(ies) name the City of Alexandria as an additional insured for the policy(ies), and such policy(ies) requires notice of cancellation or nonrenewal to the City of Alexandria. The documentation shall reference “ITB No. 0000290, Traffic Calming Devices.”

Congratulations on being selected as the successful bidder. We appreciate your bid and hope that you will continue to bid on future City requirements.

Sincerely,

Stephen Taylor
Acting Purchasing Agent

Enclosures (2)
INVITATION TO BID NO. 00000290
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL A
OFFER AND AWARD FORM

NAME OF BIDDER: Bell Bros., Inc.

ADDRESS: 5504 Oakwood Rd., Alexandria, VA 22310

TELEPHONE NUMBER: (703) 922-6300

MOBILE NUMBER: (703) 929-1105

FAX NUMBER: (703) 922-6010

THIS OFFER AND AWARD FORM SHALL BE SIGNED for and in consideration of the payment of the amount set forth in the Bid. The Bidder offers to perform the Work set forth in ITB No. 00000290, together with any addenda.

By: ____________________________

Bidder's Authorized Signatory

Steven C. Bell, Vice-President
Name and Title of Authorized Signatory

Accepted by the City of Alexandria, Virginia,
This 8th day of January, 2013.

By: ____________________________

Stephen Taylor, Acting Purchasing Agent

11/9/12
Date
NOTICE TO BIDDERS
ADDENDUM 1
INVITATION TO BID (ITB) No. 00000290, TRAFFIC CALMING DEVICES

BID CLOSING DATE AND TIME: NOVEMBER 9, 2012, 3 P.M., PREVAILING LOCAL TIME

This Addendum 1 consists of one (1) cover page and (1) revised bid tab. This Addendum amends ITB No. 00000290, Traffic Calming Devices, by amending the following two provisions:

1. Extends the Bid Due Date and Bid Opening Date from November 5, 2012 to November 9, 2012, 3 p.m., prevailing local time.

2. Amends Required Submittal G, Bidder's Pricing Schedule to include "Provide and Install DuraTherm."

This Addendum must be signed and returned with your Bid before the Bid closing date and time shown above. Failure to fully execute all ITB documents may be cause for rejection of your Bid.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID, WHICH IS DETERMINED TO BE THE MOST ADVANTAGEOUS TO THE CITY.

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF ITB No. 00000290 REMAIN IN FULL FORCE AND EFFECT.

Michael J. Hauser
Acting Purchasing Agent

NOVEMBER 2, 2012
Date

ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME: Bell Bros. Inc.

AUTHORIZED SIGNATURE: Sherrill Bell 11/9/12

NAME AND TITLE: Steven C. Bell

TELEPHONE NUMBER: 703-922-6300

EMAIL: Sbell@BellBro.com
INVITATION TO BID NO. 00000290
Traffic Calming Devices

<table>
<thead>
<tr>
<th>PART III – GENERAL TERMS AND CONDITIONS</th>
<th></th>
</tr>
</thead>
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<td>PART IV – REQUIRED SUBMITTALS</td>
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<td>43</td>
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<tr>
<td>B Key Personnel</td>
<td>44</td>
</tr>
<tr>
<td>C City of Alexandria Insurance Checklist</td>
<td>45</td>
</tr>
<tr>
<td>D Required Information Form</td>
<td>54</td>
</tr>
<tr>
<td>E Certified Statement of Non-Collusion</td>
<td>55</td>
</tr>
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<td>F Disclosures Relating to City Officials and Employees</td>
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<td>61</td>
</tr>
</tbody>
</table>
INVITATION TO BID NO. 00000290
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL A
OFFER AND AWARD FORM

NAME OF BIDDER: Bell Bros., Inc.

ADDRESS: 5504 Oakwood Rd., Alexandria, VA 22310

TELEPHONE NUMBER: (703) 922-6300

MOBILE NUMBER: (703) 929-1105

FAX NUMBER: (703) 922-6010

THIS OFFER AND AWARD FORM SHALL BE SIGNED for and in consideration of the payment of the amount set forth in the Bid. The Bidder offers to perform the Work set forth in ITB No. 00000290, together with any addenda.

By: ____________________________
Bidder's Authorized Signatory

______________________________
Steven C. Bell, Vice-President
Name and Title of Authorized Signatory

Accepted by the City of Alexandria, Virginia,

This ___ day of _____________, 201__.

By: ____________________________
Stephan Taylor, Acting Purchasing Agent

11/9/12
Date
PART IV - REQUIRED SUBMITTAL B
KEY PERSONNEL

KEY PERSONNEL: In the spaces provided below, the Bidder shall identify a minimum of three (3) key persons who would be assigned to provide supervision, project management, and/or contract administration. One (1) of these individuals shall be available from 9 a.m. to 5 p.m., local prevailing time on Business Days.

KEY PERSON NAME (SUPERVISOR): Gary A. Bell

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>President / Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE:</td>
<td>703-922-6300</td>
</tr>
<tr>
<td>MOBILE:</td>
<td>703-929-1103</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:sbellbro@aol.com">sbellbro@aol.com</a></td>
</tr>
</tbody>
</table>

QUALIFICATIONS AND EXPERIENCE:
35 Years construction experience - all phases of municipal public works projects. 10 years experience with "Street Print" and traffic calming devices

KEY PERSON NAME (PROJ. MANAGER/CONTRACT ADMINISTRATOR):
Steven C. Bell

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Vice President / Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE:</td>
<td>703-922-6300</td>
</tr>
<tr>
<td>MOBILE:</td>
<td>703-929-1105</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:sbellbro@aol.com">sbellbro@aol.com</a></td>
</tr>
</tbody>
</table>

QUALIFICATIONS AND EXPERIENCE:
35 Years construction experience in estimating, project management and administration of Public Works Contracts. 10 Years experience with "Street Print" and traffic calming devices

KEY PERSON NAME (PROJ. MANAGER/CONTRACT ADMINISTRATOR):
Jon Bell

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Foreman</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE:</td>
<td>703-922-6300</td>
</tr>
<tr>
<td>MOBILE:</td>
<td>571-238-0419</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:sbellbro@aol.com">sbellbro@aol.com</a></td>
</tr>
</tbody>
</table>

QUALIFICATIONS AND EXPERIENCE:
4 Years experience - utility construction / "Street Print" & traffic calming devices
I understand the insurance requirements and, if issued this Contract, will submit a Certificate of Insurance to the City in the amount and type as set forth below. (See continuation sheets) Items marked “X” are required to be provided.

<table>
<thead>
<tr>
<th>REQUIRED COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X 1. Worker’s Compensation and Employer’s Liability</strong></td>
<td><strong>Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. $500,000 each accident; $500,000 each disease; $500,000 policy limit for employer’s liability. USL&amp;H and Jones Act coverage endorsements needed for work along and on the river.</strong></td>
</tr>
<tr>
<td>Required when Contractor has three (3) or more employees.</td>
<td></td>
</tr>
<tr>
<td><strong>X 2. Commercial General Liability</strong></td>
<td><strong>$1,000,000 combined single limit for bodily injury and property damage each occurrence. $2,000,000 General Aggregate, $2,000,000 Products and Completed Operations Aggregate, $1,000,000 personal injury and advertising injury Aggregate. The General Aggregate must apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work). Products and Completed Operations coverage must be maintained for at least three (3) years after the City’s final acceptance of the work.</strong></td>
</tr>
<tr>
<td>Required on all City contracts.</td>
<td></td>
</tr>
<tr>
<td><strong>X 3. Automobile Liability</strong></td>
<td><strong>$1,000,000 combined single limit bodily injury and property damage each accident; $1,000,000 Uninsured and Underinsured Motorists. Must include the following: Owned, Hired and Non-Owned. $5,000,000 Motor Carrier Act Endorsement, where applicable.</strong></td>
</tr>
<tr>
<td>Required on all City contracts.</td>
<td></td>
</tr>
<tr>
<td>Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.</td>
<td></td>
</tr>
<tr>
<td><strong>X 4. Property Coverage</strong></td>
<td><strong>Commercial Property Policy/Builders Risk:</strong> Provide replacement cost. Must include all perils (also known as “special” or “all risks”) including theft, flood, earthquake, and terrorism. Contractor’s Equipment Floater: Provide coverage for Contractor’s mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges, and tunnels.**</td>
</tr>
<tr>
<td>Required when Contractors: A. Use their own personal property or equipment on City property; B. Store or leave equipment or personal property on City Property; or C. Use building material NOT owned by City.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crime Policy</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Required when Contractor:</td>
</tr>
<tr>
<td></td>
<td>A. Collects money, securities or other property on behalf of City, and/or</td>
</tr>
<tr>
<td></td>
<td>B. Requires the use of City money, securities, or negotiable property to be in Contractor’s care, custody and control, and/or</td>
</tr>
<tr>
<td></td>
<td>C. Has access to City computer systems that may provide access to sensitive information.</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 each claim and aggregate.</td>
</tr>
<tr>
<td></td>
<td>Professional Liability/Errors &amp; Omissions</td>
</tr>
<tr>
<td></td>
<td>Required when:</td>
</tr>
<tr>
<td></td>
<td>A. Contractor must maintain a license or special degree.</td>
</tr>
<tr>
<td></td>
<td>B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.</td>
</tr>
<tr>
<td></td>
<td>C. Law enforcement, contractors. (Where applicable, coverage may be provided in the General Liability policy (e.g. wrongful detention or arrest etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as services requiring access to any private information, electronic data or equipment owned by the City is part of the work.</td>
</tr>
<tr>
<td></td>
<td>Excess Liability/Umbrella</td>
</tr>
<tr>
<td></td>
<td>Garage Liability</td>
</tr>
<tr>
<td></td>
<td>Required when the Contractor takes possession of the City’s owned vehicles including buses in order to repair.</td>
</tr>
<tr>
<td>X</td>
<td>City of Alexandria must be named as an additional insured on all insurance policies other than Worker’s Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.) The Contractor’s insurance will be primary and the City’s insurance or self-insurance shall be non-contributory. The Contractor shall waive and require their insurers to waive by endorsement subrogation rights against the City for losses and damages incurred under the insurance policies required by the agreement. No work shall be performed by Contractors or subcontractors until a certificate of insurance has been submitted and approved by City to insure compliance with all insurance requirements.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>10. Pollution Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Coverage should be included with a $1,000,000 limit for each occurrence, claim, or pollution incident. This coverage is required of all Contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.</td>
<td></td>
</tr>
<tr>
<td><strong>X 11.</strong></td>
<td>Thirty (30) day notice of cancellation, non-renewal, material change, or coverage reduction is required on all policies.</td>
</tr>
<tr>
<td><strong>X 12.</strong></td>
<td>Best’s Guide rating: “A-” VIII or better, or its equivalent. The insurance companies shall be lawfully authorized to do business in the Commonwealth of Virginia.</td>
</tr>
<tr>
<td><strong>X 13.</strong></td>
<td>The Certificate(s) of Insurance shall state the solicitation Number and Title.</td>
</tr>
</tbody>
</table>

---

Bell Bros., Inc.

Company Name

[Signature]

Bidder’s Authorized Signatory

11/9/12

Date

Steven C. Bell – Vice-President

Name and Title of Authorized Signatory
INVITATION TO BID NO. 00000290  
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL D  
REQUIRED INFORMATION FORM

1. Select the following that is applicable to the Bidder:

   Minority Business Firm: Yes ☐ No ☐  
   Small Business Firm: Yes ☑ No ☐
   Sole Proprietorship: Yes ☐ No ☐
   Partnership: Yes ☐ No ☐
   Corporation: Yes ☑ No ☐

2. A sole proprietorship and partnerships must provide the following information:

   Name

   Address

   City, State

   Partnerships must provide this information for all partners.

3. A corporation must provide the following information:

   State of Incorporation VA  
   Charter number of the Virginia certificate of authority_0252924-6_  
   Date of Incorporation February 28, 1984

   Foreign corporations desiring to transact business in the Commonwealth of Virginia shall register with the State Corporation Commission in accordance with Code of Virginia Section 13.1-757, as amended.

4. A corporation must provide the names of the following officers:

   President: Gary A. Bell
   Vice-President: Steven C. Bell
   Secretary: Gary A. Bell
   Treasurer: None
   Registered Agent: Gary A. Bell

Bell Bros., Inc.
Organization Name

54
INVITATION TO BID NO. 00000290
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL E
CERTIFIED STATEMENT OF NON-COLLUSION

A. This is to certify that the undersigned is seeking, offering, or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering, or agreeing to receive any portion of the public funds or moneys and that the offer or agreement or any claim resulting therefrom is not the result of or affected by any act of collusion with another person engaged in the same line of business or commerce or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The City is authorized by Code of Virginia Section 18.2-498.4 (1950), as amended, to require this certified statement. That section also provides that any person required to submit this statement that knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Code of Virginia Section 18.2-498.3 (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Code of Virginia Section 59.1-68.7 (1950), as amended, provides that any combination, conspiracy, or agreement to intentionally rig, alter, or otherwise manipulate or to cause to be rigged, altered, or otherwise manipulated any bid submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services or excluding other persons from dealing with the state or any other governmental unit, shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

SIGNATURE

Steven C. Bell, Vice-President

55
INVITATION TO BID NO. 00000290
Traffic Calming Devices

PART IV - REQUIRED SUBMITTAL F
DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES

A. I hereby state that, as of this date (check one):

( ) Our firm has no reason to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board or other body controlled or appointed by the City Council has already received, in connection with or related in any way to this Contract, or has been promised, in the event this Contract is issued to the firm, any commission, finder’s fee, or other thing of value.

( ) Our firm has reason to believe that the following members of City Council, official(s), or employee(s) of the City, or member(s) of any commission, committee, board, or other body controlled or appointed by City Council has already received, in connection with or related in any way to this Contract, or has been promised, in the event this Contract is issued to the firm, any commission(s), finder’s fee(s), or other thing(s) of value:

<table>
<thead>
<tr>
<th>Name</th>
<th>Steven C. Bell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position</td>
<td>Vice-President</td>
</tr>
</tbody>
</table>

*If additional space is required, please attach an additional sheet with the relevant name(s) and title(s)/position(s).

B. I hereby state that, as of this date (check one):

( ) Our firm has no reason to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively and whether personally or through a spouse or other family member, if this Contract were issued to the firm.

( ) Our firm has reason to believe that the following member(s) of the City Council, or official(s) or employee of the City would or may be financially affected, whether affirmatively or negatively and whether personally or through a spouse or other family member, if this Contract were issued to the firm.

<table>
<thead>
<tr>
<th>Name</th>
<th>Steven C. Bell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Position</td>
<td>Vice-President</td>
</tr>
</tbody>
</table>

*If additional space is required, please attach an additional sheet with the relevant name(s) and title(s)/position(s).
INVIATION TO BID NO. 00000290
Traffic Calming Devices

*If additional space is required, please attach an additional sheet with the relevant name(s) and title(s)/position(s).

None

Organization Name
Date

Signature
Title

57
PART IV - REQUIRED SUBMITTAL G  
BIDDER'S PRICING SCHEDULE

In the spaces below, the Bidder shall submit pricing for the goods and/or services set forth in the ITB. The Bidder shall fill in the pricing schedules using US Dollars. The Bidder shall submit pricing on each bid item below. Any Bidder who enters a zero (0), leaves blank, or uses characters on a pricing blank may be deemed nonresponsive.

NOTE: Labor pricing shall be at the fully-burdened labor rate.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL QUANTITY</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebuild Subgrade</td>
<td>75.00 Per SY</td>
<td>10</td>
<td>750.00</td>
</tr>
<tr>
<td>Milling</td>
<td>3.00 Per SF</td>
<td>2750</td>
<td>8250.00</td>
</tr>
<tr>
<td>Provide and Install Raised Asphalt</td>
<td>9.00 Per SF</td>
<td>2000</td>
<td>18000.00</td>
</tr>
<tr>
<td>Provide and Install At-Grade Asphalt</td>
<td>8.00 Per SF</td>
<td>750</td>
<td>6000.00</td>
</tr>
<tr>
<td>Imprinting Hot Mix Asphalt Concrete</td>
<td>3.00 Per SF</td>
<td>500</td>
<td>1500.00</td>
</tr>
<tr>
<td>Heating Asphalt</td>
<td>7.00 Per SF</td>
<td>500</td>
<td>3500.00</td>
</tr>
<tr>
<td>Provide and Install Streetbond Coating</td>
<td>4.00 Per SF</td>
<td>2000</td>
<td>8000.00</td>
</tr>
<tr>
<td>Imprinted Asphalt Patching</td>
<td>22.00 Per SF</td>
<td>200</td>
<td>4400.00</td>
</tr>
<tr>
<td>Provide and Install DuraTherm</td>
<td>11.00 Per SF</td>
<td>800</td>
<td>8800.00</td>
</tr>
<tr>
<td>Provide and Install Preformed Thermoplastic Crosswalk</td>
<td>18.50 Per SF</td>
<td>800</td>
<td>14800.00</td>
</tr>
</tbody>
</table>

Total: $74,000.00

Name of Bidder: Bell Bros., Inc.

Authorized Signature: [Signature]

Name Printed and Title: Steven C. Bell, Vice-President
PART IV - REQUIRED SUBMITTAL II
REFERENCE LIST

The Bidder shall provide below the following information for all contracts, projects, or jobs of similar size and scope performed for all customers within the past three (3) years.

Reference 1

1. Contract, project, or job name: Traffic Calming Devices

2. Organization for which contract, project, or job was performed: City of Alexandria

3. Date(s) of contract, project, or job: 2005 - Present

4. Dollar Value of contract, project, or job: $400,000.00

5. Contact information of the organization for which the contract, project, or job was performed:

   Contract Manager (or other representative): Bob Garbacz Title: Chief-
   Transportation Dept.
   Telephone Number: 703-746-4143 Email: bob.garbacz.gov@alexandria.va
   Address: City of Alexandria, Dept. of Transportation & Environmental Services, 3200 Colvin St., Alexandria, VA 22314

Reference 2

1. Contract, project, or job name: Traffic Calming Devices

2. Organization for which contract, project, or job was performed: Arlington County

3. Date(s) of contract, project, or job: 2006 - Present

4. Dollar Value of contract, project, or job: >$1,500,000.00

5. Contact information of the organization for which the contract, project, or job was performed:

   Contract Manager (or other representative): Jeff Sikes Title: Traffic Calming Coordinator
   Telephone Number: 703-228-3696 Email: jsikes@arlingtonva.us
   Address: Arlington County, Department of Environmental Services, Division of Transportation, 2100 Clarendon Blvd., Suite 900, Arlington, VA 22201
Reference 3

1. Contract, project, or job name: Storm Sewer Maintenance

2. Organization for which contract, project, or job was performed: Arlington County

3. Date(s) of contract, project, or job: 2007 - Present

4. Dollar Value of contract, project, or job: $1,000,000.00

5. Contact information of the organization for which the contract, project, or job was performed:

Contract Manager (or other representative): Daryl Smith Title: Engineer

Telephone Number: 703-228-3839 Email: dlsmith@arlingtonva.us

Address: Arlington County, Department of Environmental Services, Water, Sewer, Streets Bureau, 4200 28th Street, South Arlington, VA 22206

Reference 4

1. Contract, project, or job name: Various Watermain Installations & Repairs

2. Organization for which contract, project, or job was performed: City of Falls Church

3. Date(s) of contract, project, or job: 1985 to Present

4. Dollar Value of contract, project, or job: $750,000.00

5. Contact information of the organization for which the contract, project, or job was performed:

Contract Manager (or other representative): Robert Goff Title: Superintendent of Public Utilities

Telephone Number: 571-238-5127 Email: rgoff@fallschurchva.gov

Address: City of Falls Church, Public Utilities, 7100 Gordon Road, Falls Church, VA 22046

*Please attach additional pages as required.
PART IV - REQUIRED SUBMITTAL I
W-9 Request for Taxpayer Identification Number and Certification

Please complete and returned the attached W-9 on the following page.
**Request for Taxpayer Identification Number and Certification**

**Name:** Bell Bros., Inc.

**See Specific Instructions on page 2.**

<table>
<thead>
<tr>
<th>Part</th>
<th>Taxpayer Identification Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enter your TIN in the appropriate box. The TIN provided must match the name given on the &quot;Name&quot; line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien (note: non-foreign persons or disregarded entities, see Part I instructions on page 3). For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part</th>
<th>Certification</th>
</tr>
</thead>
</table>
|      | Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or if I am waiting for a number to be issued to me), and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) I have been notified by the IRS that I am no longer subject to backup withholding, and  
3. I am a U.S. citizen or other U.S. person (defined below). Certifications instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4. |

<table>
<thead>
<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>11/9/12</td>
</tr>
</tbody>
</table>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of a secured property, cancellation of debt, or contributions made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, you allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
City of Alexandria
Purchase Order

Vendor Number: 00000369
Alternate ID: 100473-001
Bell Bros., Inc.
5504 Oakwood Road
Alexandria, VA 22310

THE APPROVER CERTIFIES THAT THIS PURCHASE WAS MADE IN CONFORMANCE WITH ALL CITY PURCHASING ORDINANCES AND REGULATIONS.

NOTE: Total Amount NOT-TO-EXCEED specified amount without prior written authorization from the City's Purchasing Agent.

To ensure timely payments, mail invoices to the departmental "Billing Address" shown above. Please reference P.O. # on all invoices and any correspondence pertaining to this order.

<table>
<thead>
<tr>
<th>Item</th>
<th>Requisition#</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1    | TRAFFIC CALMING DEVICES: The purpose of this Master Blanket Purchase Order is to establish a contract between the City and the above-referenced Contractor. The Contractor shall furnish traffic calming devices for the Transportation and Environmental Services Department (T&ES) in accordance with the terms, conditions, and specifications as contained in our Invitation to Bid #00000290. The term of this contract is for the period commencing January 22, 2013 and ending January 21, 2016. The City reserves the right to renew the Contract for a period of two (2) additional years, one (1) year at a time, at the sole option and discretion of the Purchasing Agent. Price increases are not automatic. The contractor may request a price increase on each annual anniversary date of the contract. The contractor's written request must be submitted within fifteen (15) business days from the annual anniversary date of the contract. Any price increases requested after the fifteen-day (15) period will not be retroactive to the contract's annual anniversary date, but will be effective on the date of the City Purchasing Agent's written approval. Any such price increase(s) shall be limited to the percentage calculated by the United States Department of Labor, Bureau of Labor Statistics, as the Consumer Price Index for All Urban Consumers (CPI-U), Baltimore-Washington DC-MD-VA-WV selected Area All Items. If there is a decrease in the Consumer Price Index for All Urban Consumers (CPI-U), Baltimore-Washington DC-MD-VA-WV Selected Area, All Items, at the time of the contract's annual anniversary, the City will reduce the price(s) in the contract by the percentage of decrease in the referenced index.
To ensure timely payments, mail invoices to the appropriate departmental address as shown above. Please reference BPO #13-06560 on all invoices and correspondence pertaining to the contract.
CONTACTS: Purchasing, Jason Soltis (703) 746-4299;
Departmental: Bob Garbarz, (703) 746-4411;
Vendor: Steven C. Bell, (703) 922-6300. |
| 1    | EA           | 1        | $0.00 | $0.00      |

TOTAL: $0.00