

# Issue Analysis Form



**Date:** November 24, 2020  
**Item:** NextGen911 Upgrades – Authority to Expend and Seek Reimbursement  
**Lead Department(s):** Emergency Communications Center / County Finance  
**Contact Person(s):** Keith Early, Chad Bosserman & Betsy Drewry

## Description and Current Status

The Commonwealth of Virginia (9-1-1 and Geospatial Services Bureau - Virginia Department of Emergency Management VDEM) is requiring all municipalities to modernize their E911 systems from outdated analog systems to digital IP-based systems. Our deadline for completing these NextGen911 upgrades is January of 2021. Chad Bosserman, Emergency Communications Center Manager, has secured pricing to complete the needed work, using state and county contract pricing.

The Board of Supervisors considered an approved expenditures totaling \$32,569 on August 8, 2020. Chad Bosserman, Emergency Communications Center Manager, indicated some additional services were required to complete the upgrade.

**Lighting Maintenance Incorporated** – Prince George County contracted electrical services provider IFB-20-0504-11, provided a pricing proposal totaling **\$5,490.00** to run a conduit path from ECC to junction box at School Board entrance (Hall Drive and Courts Drive). See proposal as **Attachment 1**.

This expenditure is 100% reimbursable from the 9-1-1 and Geospatial Services Bureau (in conjunction with VDEM).

### Board action requested:

Approval to move forward with \$5,490 in expenditures which will be 100% reimbursed by the 9-1-1 and Geospatial Services Bureau (in conjunction with VDEM).

A draft resolution is included for board consideration and possible approval.

Following the expenditure of funds, reimbursements will be sought from the 9-1-1 and Geospatial Services Bureau. When reimbursements are received, approval of appropriations will be provided to the board for consideration and approval.

## Government Path

**Does this require IDA action?**  Yes  No

**Does this require BZA action?**  Yes  No

**Does This require Planning Commission Action?**     Yes     No  
**Does this require Board of Supervisors action?**     Yes     No  
**Does this require a public hearing?**     Yes     No  
**If so, before what date?**     Yes     No

**Fiscal Impact Statement**

There is no expected fiscal impact to the County as the costs are 100% reimbursable by the 9-1-1 and Geospatial Services Bureau (VDEM).

**County Impact**

Approval of expenditure will allow staff to move forward with required upgrades to the E911 system to be NextGen911 compliant.

**Notes**



832A Oregon Ave  
 Linthicum Maryland 21090  
 877-279-7373

[www.LightingMaintenance.com](http://www.LightingMaintenance.com)

**Customer:**

Att: Chad Bosserman  
 Prince George County - VA  
 6602 Courts Drive  
 PO Box 400  
 Prince George, VA 23875  
 jbenenson@pgs.k12.va.us

# PROPOSAL

To approve and schedule please sign below and email to:  
[EAdkins@LightingMaintenance.com](mailto:EAdkins@LightingMaintenance.com)

VA – 2705032746 MD – 02176537  
 DC – ECC900315 DE - 2004205945



**Location:**

911 Emergency Communications  
 6520 Laurel Spring Rd  
 Prince George VA 23875

ATTACHMENT 1

**Number: P20-0863**  
**Date: 11/3/2020**  
**Valid Through: 12/2/2020**  
**Estimator: Enrico Adkins**  
**Estimator Ph: (804) 652-5537**  
**Job Number: PGVELE-19**  
**PO Number: ,**

Conduit path from ECC to junction box: Bore in 2 inch conduit ( using directional drill) from junction box located at School board entrance at Hall Dr. and Courts Dr. Tie bored conduit in to junction box mounted on back of ECC building.

ECC server room: Change duplex outlets to twistlock outlets.

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extend</u>
8	Electrician	55.00	440.00 *
8	Apprentice	35.00	280.00 *
1	Directional drill	4,620.00	4,620.00 *
1	Misc: conduit, straps, pull string	150.00	150.00 *
<b>Total</b>			<b>5,490.00</b>

Notes: \* means item is non-taxable

**ACCEPTANCE OF PROPOSAL:** The prices, job description, specifications, and twenty-eight (28) terms and conditions on this page and the following page are hereby accepted. You are authorized to proceed with the work as specified.

Print Name

Title

Date

Signature

## TERMS AND CONDITIONS

1. Lighting Maintenance, Inc. (LMI) warrants that the workmanship provided under this agreement shall be free from defects for lifetime. If any replacement item LMI provides Customer proves defective, LMI will extend to the Customer the benefits of any warranty LMI receives from the manufacturer for new equipment. Replacement components are not warranted as new equipment. LMI charges labor to replace defective material unless it is reasonably determined that LMI incorrectly or improperly installed said material, at LMI's sole discretion.
2. If this is a proposal for repairs- due to the nature of service work there may be unknown damage or costly obstacles that must be addressed and may not be covered in this proposal.
3. Customer shall permit LMI free access to, and control over, the equipment and site as necessary to perform required services. LMI requires reasonable access for backhoes, cranes, bucket trucks, or man lift equipment to service the lighting system or construct same. LMI will not be responsible for damage from operating equipment on the property and/or site when the equipment is operated in the specified manner over the designated access route. Maintenance of Traffic (MOT) is not included with this proposal unless specified.
4. Unless stated otherwise, all work under this Agreement will be performed during LMI's normal working hours and limited to 40 hours per week. This Agreement assumes no living, prevailing, Davis Bacon, or standard wage requirements apply, unless otherwise informed by the Customer in writing.
5. Customer agrees to pay invoices within thirty calendar (30) days of receipt. Should payment become delinquent by fifteen (15) or more calendar days, LMI may stop all work under this Agreement without notice and/or terminate this agreement. LMI reserves the right to add 1.5 percent per month service charge to any account outstanding over thirty (30) calendar days.
6. Unforeseen or unanticipated conditions may result in additional charges. Any alteration to, or deviation from, this agreement involving extra labor or material will become the basis of an extra charge over the sum stated in this Agreement. LMI will notify Customer prior to performing any work that could result in additional charges.
7. To the extent LMI is found liable for any and all claims under this Agreement, LMI's liability shall not exceed the total sum of the amount paid to LMI under this Agreement.
8. The Customer shall make all claims promptly to LMI for backcharges, set-off, recoupment, and damages for delays or any other claims within two (2) business days of Customer's notice of the same. Customer expressly recognizes and agrees that failure of Customer to make such a timely claim shall act as an absolute bar to recovery from LMI for such claims.
9. Under no circumstance, whether arising in contract, tort (including negligence), equity or otherwise, will LMI be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customer's tenants, clients, or third-party beneficiaries, or any special, indirect, punitive or consequential damages, or damages arising from LMI's review and use of architectural plans, including damages under the Copyright Act, 17 U.S.C. § 501 *et seq.*
10. In any event LMI must initiate legal action in order to recover an amount due under this Agreement, or that arises out of or is related to performance of this Agreement, Customer agrees to pay LMI's court costs and reasonable attorney's fees. Any such action must be brought in the state courts of Anne Arundel County, Maryland, or the U.S. District Court for the District of Maryland, Greenbelt Division, if federal jurisdiction exists. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within six (6) months from the date of completion of the work. This Agreement and all work thereunder shall be governed by the laws of the State of Maryland.
11. In the event this Agreement is terminated or otherwise breached by the Customer, without default on the part of LMI, the Customer shall be liable, at LMI's option, for LMI's incurred cost and such profit as would have been realized had the Agreement not been breached by the Customer.
12. This document and any document incorporated by reference therein constitute the entire Agreement between the parties and it may only be amended in a writing signed by both parties.
13. Trade permit costs are not included in this Agreement and will be charged at an additional fee unless otherwise stated above. Drawings to obtain permits are not included unless otherwise stated above. Engineer stamped drawings are not included unless otherwise stated above.
14. This proposal does not include cost of painting, patching, core drilling, restoration (straw/seed or sod) or sealing, unless specifically mentioned above.
15. If excavation, trenching, or Directional Drilling are required to complete this project, normal soil conditions are assumed. If rock or other than normal soil is encountered such as sand and/or ground water causing cave-ins, additional charges will apply. Excavation, trenching, and directional drilling are assumed to be on bare earth (not covered by asphalt, concrete, etc.) unless specifically noted above.
16. If a surface "humps up" or breaks while LMI is directional drilling or boring and LMI is at least 24" deep, LMI assumes no responsibility for repair. When potholing is required, LMI charges \$150.00 per occurrence in addition to above quote unless specifically included in above proposal. If potholing is required through asphalt or concrete, LMI will backfill with cold patch. The permanent repairs are to be performed by others, the cost of which is not included in this proposal unless specifically listed above.
17. Proposal assumes all excavation is to be performed with mechanized equipment if utility or other conflicts require hand digging or vacuum excavation an extra charge will apply. Additionally an extension to the schedule, and increase in cost may be necessary depending upon the extent of hand digging required.
18. Location of all private utilities is the responsibility of the owner; any damage to unmarked or mis-marked private utilities must be repaired at the owners' expense. Location of all public utilities is LMI's responsibility of LMI; LMI will notify Miss Utility before any excavation begins as required by law.
19. If LMI is installing owner provided materials new or used, no warranty is given as to its condition, reliability, or appropriateness. LMI does warranty the workmanship of the installation for 365 days. Should owner provided material require alteration or modification before installation, additional charges will apply.
20. All panelboards, load centers, contactors, switches, and conductors are assumed to be capable of carrying the additional load as described above if other supply means or heavy up are determined to be necessary, a change order will be issued.
21. If any provision of this Agreement is held by a court to be unenforceable, invalid, or illegal, said provision shall be deemed to be deleted and shall not affect the validity of the remaining provisions of the Agreement.
22. This proposal shall be valid for thirty (30) days from the "Proposal Date" first set forth on page 1 of the proposal. If the proposal is not accepted by both parties within this time, it shall be considered expired. This proposal may be withdrawn by LMI any time before LMI receives Customer's acceptance of LMI's proposal.
23. Delay: LMI will be excused for any delay beyond our control. These delays may include, but are not limited to Acts of God, labor disputes, inclement weather, acts of owner or public authority, or any unforeseen contingencies.
24. Right to Stop Work: If any payment under this Agreement is not made when due, LMI may suspend work on the job until such time as all payments have been made. Any failure to make payments is subject to a claim and/or lien against the underlying property.
25. Any power company (Utility) permits, drawings, or required work is not included in this proposal unless specifically listed in the scope of work. All utility company charges are to be paid by the owner. Any "right of way" permits are excluded unless specifically included. Any and all power company charges are excluded from this proposal.
26. Geo-technical reports and or structural engineering are not included in this proposal unless specifically stated in the scope of work. Geo-technical reports if required normally take 4-6 weeks.
27. Stake out of light pole, boxes, and other critical items is to be provided by others. LMI does not have included in this proposal the cost of a surveyor unless specifically listed above.
28. If the project requires reusing the existing poles or foundations, it is assumed the structural integrity of both is adequate to support the new fixture(s), service platforms etc. If this is not true, additional charges will apply.
29. Notwithstanding any provision herein to the contrary, in the event that, during the performance of this Agreement, the price of copper wire and cables, aluminum wire and cables, steel conduit and/or any other necessary commodities significantly increases, through no fault of electrical contractor, the price of any materials, components, or goods to be furnished under this Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding three percent (3%) experienced by electrical contractor from the date of the execution of this Agreement. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of electrical contractor, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, electrical contractor shall not be liable for any additional costs or damages associated with such delay(s).

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 24<sup>th</sup> day of November, 2020:

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Present:

Vote:

Donald R. Hunter, Chairman  
Alan R. Carmichael, Jr., Vice-Chairman  
Floyd M. Brown, Jr.  
Marlene J. Waymack  
T. J. Webb

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On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

**RESOLUTION; AUTHORITY TO MAKE EXPENDITURES FOR REQUIRED E-9-1-1 SYSTEM UPGRADES AND SEEK REIMBURSEMENT FROM THE COMMONWEALTH OF VIRGINIA (\$5,490 FOR CONDUIT PATH INSTALLATION)**

WHEREAS, the County is required to upgrade its E-9-1-1 system from an analog system to a digital IP-based system by January 2021 and the cost of these upgrades will be reimbursed through grants from the Commonwealth of Virginia; and

WHEREAS, Staff has sought and received a quote totaling \$5,490 using a local contract for installation of a conduit path from the ECC to School Board entrance junction box (Hall Dr. and Courts Dr.) from Lighting Maintenance, Inc. using local contract awarded on November 12, 2019 by IFB-20-0504-11 in the amount of \$5,490.

NOW, THEREFORE, BE IT RESOLVED That the Board of the Supervisors of the County of Prince George this 24<sup>th</sup> day of November, 2020, hereby approves the expenditure of \$5,490 for required NextGen911 upgrades to the E-9-1-1 system. Reimbursement of such expenditures will be sought from the Commonwealth of Virginia and appropriation approvals provided for board approval when reimbursements are received.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator