



**ARLINGTON
VIRGINIA**

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

CONTRACT AWARD COVERAGE

TO: JENSPY, INC. 4007 LEONARD DRIVE FREDERICKSBURG, VA 22408	DATE ISSUED: 1/12/2023	
	CONTRACT NO:	23-DES-ITBPW-364
	CONTRACT TITLE:	PAVEMENT MARKINGS AND IN-STREET DEVICES

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.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-ITBPW-364 including any attachments or amendments thereto.

EFFECTIVE DATE: 1/12/2023
EXPIRES: JANUARY 15, 2024
RENEWALS: UP TO FOUR (4), 12-MONTH RENEWALS AVAILABLE
COMMODITY CODE(S): 55000, 75500, 76500
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 23-DES-ITBPW-364

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

<u>VENDOR CONTACT:</u> JENNIFER SPEIDEL, PRESIDENT	<u>VENDOR TEL. NO.:</u> (540) 642-4525
<u>EMAIL ADDRESS:</u> JLSPEIDEL@JENSPY.COM	
<u>COUNTY CONTACT:</u> SCOTT SEDWICK	<u>COUNTY TEL. NO.:</u> (703) 228-0650
<u>COUNTY CONTACT EMAIL:</u> SSEDWICK@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Arlene Palmer	Title Buyer	Date 1/12/2023
---------------	-------------	----------------



**ARLINGTON
VIRGINIA**

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

AGREEMENT NO. 23-DES-ITBPW-364

THIS AGREEMENT is made, on 1/12/2023, between, JenSpy, Incorporated, 4007 Leonard Drive, Fredericksburg, Virginia, 22408 ("Contractor") a Commonwealth of Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement No. 23-DES-ITBPW-364, and all modifications properly incorporated into the Agreement
- Exhibit A – Arlington County Invitation to Bid No. 23-DES-ITBPW-364 incorporated by reference
- Exhibit B – Specifications, Drawings and Construction Notes incorporated by reference
- Exhibit C – Virginia Department Of Labor And Industry Wage Determination Decision incorporated by reference
- Exhibit D – Bid Price of Contractor
- Exhibit E – NVTA & NVTC Clauses

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will 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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor will furnish all labor, materials, and equipment for the construction of pavement marking services and the installation of in-street devices to include, but not limited to, flexible post delineators, rubber wheel stops, and precast concrete islands (the "project") and all other work shown, described, and required by the Contract Documents (hereinafter "the Work").

The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services 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 its Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer identified in Section 53, Notices, unless the Contractor is otherwise notified in writing.

4. CONTRACT TERM

The term of this Agreement will commence on January 16, 2023 and shall be completed no later than January 15, 2024 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon completion of the Initial Term, County and Contractor may agree, through bilateral execution of a Notice of Renewal, continued operations of the Contractor for not more than four (4) additional twelve (12) month periods from January 16, 2024 to January 15, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Progress Payments and Retainage and Payment Terms sections below and at the prices shown in Exhibit D, for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until January 15, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PROGRESS PAYMENTS AND RETAINAGE

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer. However, 5% of each progress payment will be retained by the County until Final Completion and acceptance of all Work covered by the Agreement.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Substantial Completion. When calculating payment for materials on-site, the County shall not pay for materials which are not scheduled for incorporation into the Work within sixty (60) days from the date of application for payment.

8. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor 45 days after approval of an invoice for completed work which is reasonable and allocable to the Contract. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is wholly responsible for the entire amount owed to any subcontractor with which the Contractor contracts in the performance of this Agreement, regardless of whether the Contractor has received payment from the County. The Contractor is not liable for amounts that are not owed as a result of the subcontractor's breach of its agreement with the Contractor, in which case the Contractor must notify the subcontractor in writing of its intention to withhold payment, in full or in part, and the reason for doing so.

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 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 will accrue at the rate of 1% per month.

The Contractor must 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. PREVAILING WAGE CONTRACT REQUIREMENTS

- A. Section 4-104 of the Arlington County Purchasing Resolution (regarding "Prevailing Wage") applies to this Contract. All employees of the Contractor and any subcontractors shall be paid wages, salaries, benefits, and other remuneration at or above the craft or trade category prevailing wage rate indicated by Virginia Commissioner of Labor and Industry (DOLI) and as listed in the contract.

The Contractor and its subcontractors shall submit all certified payrolls and statements of compliance weekly through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity. The Contractor shall also be responsible for reviewing subcontractor payrolls and ensuring that contract requirements are met.

In addition to applying the prevailing wage rates to its own employees, the Contractor shall include the provisions of this Article 4-104 in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor agrees to assume the obligation that the wage requirements will be observed in fulfilling the requirements of the Contract. The appropriate enforcement sanctions will be invoked against the Contractor and any such subcontractor in the event of such subcontractor's failure to comply with any of the provisions of this Article 4-104.

All wage rates to be used are listed in this Contract in Exhibit C. While DOLI maintains a list of wage determinations online for reference purposes, only the wage determinations made in an official Wage Determination Decision, sent by DOLI to Arlington County, can be used to ascertain the exact rates to be paid for this Contract.

All rates are determined by DOLI and any appeals of specific classification may be made through the Wage Determination Appeal form available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/Appeal-for-Wage-Determination-Clarification.pdf>.

- B. Upon award of the Contract, the Contractor shall certify, under oath, to the Virginia Commissioner of Labor and Industry and to the County Prevailing Wage Compliance Manager, the pay scale for each craft and trade to be employed for, or to provide labor for, in the Work by the Contractor and any subcontractors. The Contractor's certification shall include all information required by the Code of Virginia § 2.2-4321.3G.
- C. The Contractor shall ensure that each individual providing labor as a mechanic, laborer, worker or equivalent shall be accurately classified in confirmation with the Wage Determination.
- D. The Contractor shall post the prevailing wage rate for each craft and classification involved as determined by DOLI, including the effective date, in a prominent and easily accessible place at the work site during the time work is being performed. The posting must be in English and any

other language that is primarily spoken by the individuals at the work site. Within 10 days of such posting the Contractor shall certify to the County Prevailing Wage Compliance Manager and DOLI its compliance with this subsection at https://www.doli.virginia.gov/wp-content/uploads/2021/04/PW_Posting_Compliance_Form.pdf;

- E. The Contractor must fully cooperate with the County Prevailing Wage Compliance Manager to ensure contract compliance requirements ,including but not limited to site visits, wage rate signage, contractor employee interviews, and the submission of certified payroll records.
- F. The Contractor must submit to the County Prevailing Wage Compliance Manager and DOLI, within five (5) working days of the end of each month, certification for each craft or trade employed on the project, specifying the total hourly amount paid to employees, including wages and applicable fringe benefits using the Pay Scale Certification Form at <https://www.doli.virginia.gov/wp-content/uploads/2021/04/DOLI-Pay-Scale-Certification-for-Public-Works-Projects.pdf>. The certification must itemize the amount paid in wages and each applicable benefit and list the names and addresses of any third party fund, plan or program to which benefit payments will be made on behalf of employees.
- G. The Contractor shall indemnify and hold harmless the County from any fines, demands, claims, suits, and damages, including attorney's fees, resulting from the Contractor's or any subcontractor's failure to pay the Prevailing Wage.
- H. The Contractor and its subcontractors shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker; and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the construction project is employed each work day and week. The Contractor and its subcontractors shall make such records available to the Prevailing Wage Compliance Manager within 10 days of a request or per a regular schedule established in the Contract, and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period is requested. The Contractor and its subcontractors must preserve these records for a period of six (6) years after the expiration or earlier termination of the applicable contract.
- I. Any Contractor or subcontractor who pays any mechanic, laborer, or worker for services under this Contract less than the Prevailing Wage shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent (8%) from the dates wages were due; and shall be disqualified from bidding on public contracts with any public body until the Contractor or subcontractor has made full restitution. A willful violation of Article 4-104 is a Class I misdemeanor.
- J. For questions regarding Prevailing Wage, please email prevailingwage@arlingtonva.us.

11. RELEASE AND REQUEST FOR FINAL PAYMENT

In order to receive final payment upon Final Completion of the Project and before Final Acceptance, the Contractor must submit to the Project Officer a signed original notarized copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

12. LIQUIDATED DAMAGES

Time is of the essence under this Contract. Each Task Order must be completed within the Time for Completion. The County and the Contractor agree that damages for failure to achieve Final Completion of a Task by the date specified under Time for Completion are not susceptible to exact determination but that \$598 per calendar day is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages \$598 per day for each and every day beyond the time for Final Completion that the County determines Final Completion of a Task has not been achieved.

The County will be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense as to the validity of any liquidated damages on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

13. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever occurs first.

14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

15. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

16. LIEN

It is expressly agreed that after any payment has been made by the County either to the Contractor for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor, or for the Contractor, which is to be used in the performance of the Contract.

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

20. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

21. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

22. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

23. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

24. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided by the Contractor, is unsatisfactory to the County the Contractor must, upon notice from the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. If the Contractor fails to do so after fifteen (15) days the County shall have the right to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor and offset the expense and administrative costs against any sums owed to the Contractor. This provision applies during the Contract term and during any warranty or guarantee period. At the Project Officer's discretion, rather than correction or replacement of the work, an appropriate adjustment to the Contract Amount may be made.

25. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

26. INDEMNIFICATION

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees, vendors, delivery drivers and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

27. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

28. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

29. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

30. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

31. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

32. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

33. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

34. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

35. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

36. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

37. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

38. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five (5) years after the final payment, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

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

39. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

40. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

42. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

43. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

44. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

45. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

46. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

47. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

48. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

49. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

50. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

51. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

52. NOTICES

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

TO THE CONTRACTOR:

Jennifer Speidel, President
JenSpy, Inc.
4007 Leonard Drive
Fredericksburg, VA 22408
Phone: (540) 642-4525
Email: JLSpeidel@jenspy.com

TO THE COUNTY:

Scott Sedwick, DES Operations Manager
Arlington County, Virginia
Transportation, Engineering & Operations Bureau
4300 29th Street, South
Arlington, VA 22206
Phone: (703) 228-0650
Email: ssedwick@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

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

53. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

54. INSURANCE, PAYMENT AND PERFORMANCE BONDS

The Contractor shall maintain the required insurance coverage and payment and performance bonds as set forth in the Invitation to Bid through completion of the Contract, including all warranty and guarantee periods.

55. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

56. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor’s performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor’s work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

57. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: DocuSigned by:
Cynthia Davis
02CC7A8A62DB466...
NAME: Cynthia Davis
TITLE: Assistant Purchasing Agent
DATE: 1/12/2023

JENSPY, INC.


AUTHORIZED SIGNATURE: 
NAME: Jennifer L. Speidel
TITLE: President
DATE: 1-5-2023



EXHIBIT D - BID PRICE

PREVAILING WAGE POSITIONS UTILIZED	PREVAILING WAGE HOURLY RATE
Pavement Marking Operator	22.16
Pavement Marking Truck Driver	18.78
Laborer: common or general	21.41+8.11

Bidder Please Note: To be responsive you MUST enter a Unit Price for each line item below.

ItemNumber	ItemDescription	Class	Color	Est Quant	Unit	UnitPrice	MarkingType	Amount
GROUP I - MARKINGS (VDOT TYPE A - PAINT)								
1	PROVIDE AND INSTALL 4 INCH TRANSVERSE MARKINGS	N/A	white or yellow	50	LF	\$1.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 50.00
2	PROVIDE AND INSTALL 6 INCH TRANSVERSE MARKINGS	N/A	white or yellow	50	LF	\$1.25	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 62.50
3	PROVIDE AND INSTALL 8 INCH TRANSVERSE MARKINGS	N/A	white or yellow	50	LF	\$1.50	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 75.00
4	PROVIDE AND INSTALL 12 INCH TRANSVERSE MARKINGS	N/A	white or yellow	50	LF	\$2.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 100.00
5	PROVIDE AND INSTALL 18 INCH TRANSVERSE MARKINGS	N/A	white or yellow	50	LF	\$3.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 150.00
6	PROVIDE AND INSTALL 24 INCH TRANSVERSE MARKINGS	N/A	white or yellow	100	LF	\$4.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 400.00
7	PROVIDE AND INSTALL YIELD LINE MARKINGS (24 INCH TRIANGLE/12 INCH SPACING) - NOTE: LF IS WIDTH OF LANE	N/A	White	50	LF	\$40.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 2,000.00
8	PROVIDE AND INSTALL 4 INCH LONGITUDINAL SOLID LINE	N/A	white or yellow	500	LF	\$0.50	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$ 250.00

9	PROVIDE AND INSTALL 6 INCH LONGITUDINAL SOLID LINE	N/A	white or yellow	100	LF	\$0.75	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	75.00
10	PROVIDE AND INSTALL 8 INCH LONGITUDINAL SOLID LINE	N/A	white or yellow	50	LF	\$1.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	50.00
11	PROVIDE AND INSTALL 12 INCH LONGITUDINAL SOLID LINE	N/A	white or yellow	50	LF	\$2.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	100.00
12	PROVIDE AND INSTALL LONGITUDINAL SOLID 4 INCH DOUBLE LINE (TWO 4 INCH SOLID LINES WITH 4 INCH SPACING)	1	White OR Yellow	100	LF	\$1.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	100.00
13	PROVIDE AND INSTALL 12 INCH YELLOW LONGITUDINAL CENTERLINE (TWO 4 INCH YELLOW LINES WITH 4 INCH SEPARATION)	N/A	Yellow	100	LF	\$1.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	100.00
14	PROVIDE AND INSTALL 12 INCH YELLOW TWO WAY LEFT TURN LANE MARKING (ONE 4 INCH SOLID YELLOW LINE AND ONE 4 INCH YELLOW SKIP LINE)	N/A	Yellow	50	LF	\$2.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	100.00
15	PROVIDE AND INSTALL 6 FOOT PEDESTRIAN SYMBOL	N/A	White	25	EA	\$50.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	1,250.00
16	PROVIDE AND INSTALL 8 FOOT LETTERS	N/A	White	7	EA	\$75.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	525.00
17	PROVIDE AND INSTALL SINGLE ARROWS	N/A	White	7	EA	\$75.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	525.00
18	PROVIDE AND INSTALL COMBINATION ARROWS	N/A	White	5	EA	\$100.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	500.00
19	PROVIDE AND INSTALL LANE REDUCTION ARROWS	N/A	White	5	EA	\$200.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	1,000.00
20	PROVIDE AND INSTALL 13 FOOT YIELD AHEAD SYMBOL	N/A	White	5	EA	\$100.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	500.00
21	PROVIDE AND INSTALL SPEED HUMP MARKINGS - NOTE: MUTCD FIG. 3B-29 OPTION A OR FIG. 3B-30 OPTION A AS APPROPRIATE, 2 EACH PER HUMP	N/A	White	5	EA	\$200.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	1,000.00
22	PROVIDE AND INSTALL STANDARD BICYCLE SYMBOLS - NOTE: STANDARD HIGHWAY SIGNS PAGE 10-16 "SKINNY BIKE", SEE ATTACHED	N/A	White	2	EA	\$50.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	100.00
23	PROVIDE AND INSTALL SHARED LANE SYMBOLS - NOTE: SEE ATTACHED	N/A	White	25	EA	\$100.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	2,500.00
24	PROVIDE AND INSTALL BICYCLE DETECTOR SYMBOL - NOTE: STANDARD HIGHWAY SIGNS PAGE 10-17	N/A	White	5	EA	\$50.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	250.00
25	PROVIDE AND INSTALL 6 FOOT BICYCLE LANE ARROW	N/A	White	5	EA	\$50.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	250.00
26	PROVIDE AND INSTALL PREFERENTIAL LANE SYMBOL	N/A	White	10	EA	\$50.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	500.00
27	PROVIDE AND INSTALL HANDICAP SYMBOL	N/A	White	2	EA	\$50.00	GROUP I MARKINGS (VDOT TYPE A - PAINT)	\$	100.00
GROUP II - MARKINGS (VDOT TYPE B CLASS I, II, III & IV THERMO/EPOXY)									
28	PROVIDE AND INSTALL 4 INCH TRANSVERSE MARKINGS	1	White OR Yellow	2,000	LF	\$1.25	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	2,500.00
29	PROVIDE AND INSTALL 6 INCH TRANSVERSE MARKINGS	1	White OR Yellow	12,000	LF	\$2.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	24,000.00
30	PROVIDE AND INSTALL 8 INCH TRANSVERSE MARKINGS	1	White OR Yellow	250	LF	\$2.50	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	625.00
31	PROVIDE AND INSTALL 12 INCH TRANSVERSE MARKINGS	1	White OR Yellow	1,000	LF	\$4.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	4,000.00

32	PROVIDE AND INSTALL 18 INCH TRANSVERSE MARKINGS	1	White OR Yellow	5,000	LF	\$5.75	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	28,750.00
33	PROVIDE AND INSTALL 24 INCH TRANSVERSE MARKINGS	1	White OR Yellow	18,000	LF	\$8.25	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	148,500.00
34	PROVIDE AND INSTALL YIELD LINE MARKINGS (24 INCH TRIANGLE/12 INCH SPACING) - NOTE: LF IS WIDTH OF LANE	1	White	500	LF	\$30.00	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	15,000.00
35	PROVIDE AND INSTALL 4 INCH LONGITUDINAL SOLID LINE	1	White OR Yellow	25,000	LF	\$0.88	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	22,000.00
36	PROVIDE AND INSTALL 4 INCH LONGITUDINAL SKIP LINES	1	White OR Yellow	12,000	LF	\$0.50	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	6,000.00
37	PROVIDE AND INSTALL 6 INCH LONGITUDINAL SOLID LINE	1	White OR Yellow	20,000	LF	\$1.40	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	28,000.00
38	PROVIDE AND INSTALL 6 INCH LONGITUDINAL SKIP LINES	1	White OR Yellow	10,000	LF	\$1.00	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	10,000.00
39	PROVIDE AND INSTALL 8 INCH LONGITUDINAL SOLID LINE	1	White OR Yellow	200	LF	\$2.00	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	400.00
40	PROVIDE AND INSTALL 8 INCH LONGITUDINAL SKIP LINES	1	White OR Yellow	200	LF	\$1.50	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	300.00
41	PROVIDE AND INSTALL 12 INCH LONGITUDINAL SOLID LINE	1	White OR Yellow	500	LF	\$2.50	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	1,250.00
42	PROVIDE AND INSTALL 12 INCH LONGITUDINAL SKIP LINES	1	White OR Yellow	500	LF	\$2.00	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	1,000.00
43	PROVIDE AND INSTALL SOLID 4 INCH DOUBLE LINE (TWO 4 INCH SOLID LINES WITH 4 INCH SPACING)	1	White OR Yellow	1,000	LF	\$1.76	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	1,760.00
44	PROVIDE AND INSTALL LONGITUDINAL SOLID 6 INCH DOUBLE LINE (TWO 6 INCH SOLID LINES WITH 4 INCH SPACING)	1	White OR Yellow	100	LF	\$2.80	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	280.00
45	PROVIDE AND INSTALL LONGITUDINAL WIDE SOLID DOUBLE LINE (TWO 8 INCH SOLID LINES WITH 4 INCH SPACING)	1	white	50	LF	\$4.00	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	200.00
46	PROVIDE AND INSTALL 12 INCH YELLOW LONGITUDINAL CENTERLINE (TWO FOUR (4) INCH YELLOW LINES WITH FOUR (4) INCH SEPARATION)	1	Yellow	25,000	LF	\$1.76	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	44,000.00
47	PROVIDE AND INSTALL 12 INCH YELLOW TWO WAY LEFT TURN LANE MARKING (ONE 4 INCH SOLID YELLOW LINE AND ONE 4 INCH YELLOW SKIP LINE (10/30) WITH 4 INCH INCH SPACING)	1	Yellow	1,000	LF	\$1.76	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	1,760.00
48	PROVIDE AND INSTALL LONGITUDINAL WIDE DOUBLE SKIP LINE	1	Yellow	500	LF	\$1.76	GROUP II MARKINGS (VDDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	880.00

49	PROVIDE AND INSTALL 6 FOOT PEDESTRIAN SYMBOL	1	White	25	LF	\$200.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	5,000.00
50	PROVIDE AND INSTALL 6 FOOT LETTERS	1	White	25	LF	\$200.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	5,000.00
51	PROVIDE AND INSTALL 8 FOOT LETTERS	1	White	125	EA	\$100.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	12,500.00
52	PROVIDE AND INSTALL SINGLE ARROWS	1	White	125	EA	\$100.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	12,500.00
53	PROVIDE AND INSTALL COMBINATION ARROWS	1	White	50	EA	\$150.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	7,500.00
54	PROVIDE AND INSTALL LANE REDUCTION ARROWS	1	White	10	EA	\$500.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	5,000.00
55	PROVIDE AND INSTALL SPEED HUMP MARKINGS - NOTE: MUTCD FIG. 3B-29 OPTION A OR FIG. 3B-30 OPTION A AS APPROPRIATE. 2 EACH PER HUMP	1	White	25	EA	\$500.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	12,500.00
56	PROVIDE AND INSTALL STANDARD "HELMETED" BICYCLE SYMBOL	1	White	125	EA	\$300.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	37,500.00
57	PROVIDE AND INSTALL SHARED LANE SYMBOLS - NOTE: SEE ATTACHED	1	White	50	EA	\$425.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	21,250.00
58	PROVIDE AND INSTALL BICYCLE DETECTOR SYMBOL - NOTE: STANDARD HIGHWAY SIGNS PAGE 10-17	1	White	2	EA	\$300.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	600.00
59	PROVIDE AND INSTALL 6 FOOT BICYCLE LANE ARROW	1	White	10	EA	\$125.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	1,250.00
60	PROVIDE AND INSTALL PREFERENTIAL LANE SYMBOL	1	White	5	EA	\$125.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	625.00
61	PROVIDE AND INSTALL HANDICAP SYMBOL	1	White	10	EA	\$200.00	GROUP II MARKINGS (VDOT TYPE B CLASS I, II, III, & VI - THERMO/EPOXY)	\$	2,000.00
GROUP III-TEMPORARY MARKINGS (VDOT TYPE D & E)									
62	PROVIDE AND INSTALL REMOVABLE TAPE 4 INCH BY 4 INCH SQUARE OR DOT - NOTE: LF INCLUDES SPACING PER CONTRACT SPECS	N/A	White	1000	LF	\$1.50	GROUP III - TEMPORARY MARKINGS	\$	1,500.00
63	PROVIDE AND INSTALL REMOVABLE TAPE 4 INCH LINE (BLACK)	N/A	Black	5000	LF	\$2.00	GROUP III - TEMPORARY MARKINGS	\$	10,000.00
64	PROVIDE AND INSTALL REMOVABLE TAPE 6 INCH LINE (BLACK)	N/A	Black	1000	LF	\$2.50	GROUP III - TEMPORARY MARKINGS	\$	2,500.00
65	PROVIDE AND INSTALL REMOVABLE TAPE 12 INCH LINE (BLACK)	N/A	Black	500	LF	\$5.00	GROUP III - TEMPORARY MARKINGS	\$	2,500.00
GROUP IV - MARKINGS REMOVAL									
66	REMOVAL OF EXISTING LONGITUDINAL LINES (UP TO AND INCLUDING 6 INCH WIDTH) - NOTE: BASE UNIT FOR REMOVAL	N/A	N/A	1500	LF	\$1.00	GROUP IV - MARKING REMOVAL	\$	1,500.00
67	REMOVAL OF EXISTING LONGITUDINAL LINES (EACH ADDITIONAL 6 INCH INCREMENT) - NOTE: ADD TO BASE UNIT FOR LINES WIDER THAN 6 INCHES	N/A	N/A	1000	LF	\$1.00	GROUP IV - MARKING REMOVAL	\$	1,000.00
68	REMOVAL OF EXISTING TRANSVERSE LINES (UP TO AND INCLUDING 6 INCH WIDTH) - NOTE: BASE UNIT FOR REMOVAL	N/A	N/A	1000	LF	\$2.50	GROUP IV - MARKING REMOVAL	\$	2,500.00
69	REMOVAL OF EXISTING TRANSVERSE LINES (EACH ADDITIONAL 6 INCH INCREMENT) - NOTE: ADD TO BASE UNIT FOR LINES WIDER THAN 6 INCHES	N/A	N/A	1000	LF	\$5.00	GROUP IV - MARKING REMOVAL	\$	5,000.00

70	REMOVAL OF EXISTING SYMBOLS, LETTERS, ARROWS	N/A	N/A	100	EA	\$75.00	GROUP IV - MARKING REMOVAL	\$	7,500.00
GROUP V - PREFORMED/COLORED THERMO									
71	Colorized bike lane markings	N/A	GREEN	1000	SF	\$4.50	GROUP V-COLORED THERMO	\$	4,500.00
72	MMA (FHWA/MUTCD approved Red/Green or other)	N/A	GREEN/RED	6000	SF	\$12.50	GROUP V-COLORED THERMO	\$	75,000.00
73	Preformed Thermo (Type B CI II) Bike Lane Symbol with Green Background 4'x7'; includes epoxy adhesive	N/A	GREEN	50	EA	\$350.00	GROUP V-COLORED THERMO	\$	17,500.00
74	Preformed Thermo (Type B CI III) Green 2'x5'; includes epoxy adhesive	N/A	GREEN	5000	SF	\$15.00	GROUP V-COLORED THERMO	\$	75,000.00
75	Preformed Thermo Letters (Stencils)	N/A	WHITE	100	EA	\$125.00	GROUP V-COLORED THERMO	\$	12,500.00
GROUP VI - CONTRAST									
76	Type B CI VI 4" Contrast	N/A	WHITE/BLACK	1000	LF	\$5.00	GROUP VI-CONTRAST	\$	5,000.00
77	Type B CI VI 6" Contrast	N/A	WHITE/BLACK	1500	LF	\$6.00	GROUP VI-CONTRAST	\$	9,000.00
78	Type B CI VI 8" Contrast	N/A	WHITE/BLACK	500	LF	\$7.00	GROUP VI-CONTRAST	\$	3,500.00
79	Type B CI VI 12" Contrast	N/A	WHITE/BLACK	500	LF	\$8.00	GROUP VI-CONTRAST	\$	4,000.00
GROUP VII - LANE BARRIERS									
80	Flexible Post Delineators- 36" tall	N/A	White/Yellow	200	EA	\$125.00	GROUP VII - LANE BARRIERS	\$	25,000.00
81	Rubber wheel stops- 72" long x 6" wide x 4" tall	N/A	N/A	100	EA	\$200.00	GROUP VII - LANE BARRIERS	\$	20,000.00
82	Linear bike lane separator- 29.5" long x 4.75" wide x 4" tall	N/A	N/A	20	EA	\$200.00	GROUP VII - LANE BARRIERS	\$	4,000.00
83	Precast concrete barrier- 96" long x 18" wide x 4.5" tall	N/A	N/A	30	EA	\$1,400.00	GROUP VII - LANE BARRIERS	\$	42,000.00
84	Precast concrete barrier- 96" long x 18" wide x 6" tall	N/A	N/A	30	EA	\$1,400.00	GROUP VII - LANE BARRIERS	\$	42,000.00
GRAND TOTAL- BID PRICE (Items 1-84):								\$	850,042.50

EXHIBIT E – NVTA & NVTC CLAUSES

1. Northern Virginia Transportation Authority (NVTA) Contract Provision

This work is funded in part by grants from the Northern Virginia Transportation Authority (NVTA). The Contractor is responsible for ensuring its compliance with all applicable NVTA requirements including the following:

The Contractor shall name NVTA and its Bond Trustee as an additional insured on any insurance policy issued for work to be performed for the project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.

2. Northern Virginia Transportation Commission (NVTC) Contract Provisions

- a. The Contractor shall name the Northern Virginia Transportation Commission (NVTC) and its Bond Trustee, the Commonwealth of Virginia, the Commonwealth Transportation Board (CTB), the Virginia Department of Rail and Public Transportation (DRPT), Virginia Department of Transportation (VDOT) and their officers, employees and agents as additional insureds on any insurance policy issued for the Work to be performed, and present satisfactory evidence of insurance coverage before commencing with any Work, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by the Contractor to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Project, or any breach by the Contractor of its representations or warranties in this Project; (b) any actual or willful misconduct or negligence of Contractor its employees or agents in direct connection with the Work; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by the Contractor in direct connection with the Work; (d) inverse condemnation, trespass, nuisance or similar taking of harm to real property committed or caused by the Contractor, its employees or agents in direct connection with the work; or (e) any assumed liabilities.
- b. The Contractor shall indemnify and hold harmless, NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents from the same losses.