

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

**NOTICE OF CONTRACT AWARD**

Highway and Safety Services, Inc.  
18960 Woodfield Road  
Gaithersburg, MD 20879

DATE ISSUED: May 20, 2019  
CURRENT REFERENCE NO: 19-143-ITB  
CONTRACT TITLE: Madison Manor Park  
Renovations

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**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 AND A NOTICE TO PROCEED.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-143-ITB including any attachments or amendments thereto.

**EFFECTIVE DATE:** May 20, 2019

**EXPIRES:** 270 CALENDAR DAYS AFTER COMENCEMENT DATE IN NOTICE TO PROCEED

**RENEWALS:** N

**COMMODITY CODE(S):** 57894, 65038, 91430, 96276, 98815, 98863

**LIVING WAGE:** N

**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**

AGREEMENT No. 19-143-ITB

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** Kyle McPherson, President

**VENDOR TEL. NO.:** 301-948-4970

**EMAIL ADDRESS:** [KYLE@HIWAYANDSAFETY.COM](mailto:KYLE@HIWAYANDSAFETY.COM)

**COUNTY CONTACT:** Shibu Joseph, Project Officer

**COUNTY TEL. NO.:** 703-228-4029

**EMAIL ADDRESS:** [SHJOSEPH@ARLINGTONVA.US](mailto:SHJOSEPH@ARLINGTONVA.US)

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

**AGREEMENT NO. 19-143-ITB**

THIS AGREEMENT is made on the date of execution by the County between **Highway and Safety Services, Inc.**, a State of Maryland incorporation with a place of business at 18960 Woodfield Road, Gaithersburg, MD 20879, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of:

- Agreement No. 19-143-ITB, including all written and properly executed modifications, amendments, and change orders after execution of this Agreement by authorized representatives of the parties;
- Exhibit A – Contractor Original Bid Form and Schedule of Values for Invitation to Bid No. 19-143-ITB dated 3/14/2019; and
- Invitation to Bid No. 19-143-ITB, in its entirety is hereby incorporated by reference (includes Attachment B-Project Manual Technical Specifications and Attachment C-Construction Drawings).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the order of precedence of the Contract Documents shall be as follows:

- Invitation to Bid No. 19-143-ITB, including the General Conditions, and any Special Conditions and/or Supplementary Specifications
- Attachment B – Project Manual Technical Specifications
- Attachment C – Construction Drawings
- Exhibit A – Contractor Original Bid Form and Schedule of Values

Attachments B - Project Manual Technical Specifications and Attachment C - Construction Documents are considered complementary documents, what is in one shall be considered as in all; where the terms of these Contract Documents vary the most stringent shall apply; and Attachment B shall prevail over Attachment C.

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. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer who will be appointed by the Director of the Arlington County department or agency requesting the work under the Contract.

## **3. SCOPE OF WORK**

The Contractor will furnish all labor, materials, and equipment for the construction for the park renovation at Madison Manor Park, located at 6225 12<sup>th</sup> Road North, Arlington, VA 22205 (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.

## **4. TIME FOR COMPLETION**

Work under this Agreement shall achieve Final Completion no later than two hundred seventy (270) consecutive calendar days after the commencement date given in a Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. This two hundred seventy (270) day period shall be the Period of Performance for Final Completion. No Work shall be deemed Finally Complete until it meets the requirements of Final Completion set forth in the General Conditions.

Unless otherwise provided, no claims for early completion are allowed.

## **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 Attachment D, but not more than **\$2,564,195.00** 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).

## **6. PROGRESS PAYMENTS AND RETAINAGE**

The County will make monthly progress or partial payments to the Contractor on the basis of an estimate, provided by the Contractor and approved by the Project Officer, of all work performed during the preceding calendar month to the satisfaction of 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 Final Acceptance.

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.

## **7. 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 within forty-five (45) days after approval of an invoice for completed work which is reasonable and allocable to the Contract. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

## **8. PAYMENT OF SUBCONTRACTORS**

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.

## **9. 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.

## **10. LIQUIDATED DAMAGES**

Time is of the essence under this Contract. The Work must be completed within the Time for Completion. The County and the Contractor agree that damages for failure to achieve Final Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that **\$715** per calendar day is in proportion to the loss the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages **\$715** per day for each and every day beyond the time for Final Completion until Final Completion is 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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, national origin, age or 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

## **20. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

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. 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, 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.

**21. 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, 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.

**22. 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.



### **23. 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.

### **24. OWNERSHIP OF WORK PRODUCT**

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

All work product, in any form, that results from this Contract is the 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 allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must 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.

### **25. 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.

### **26. 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 proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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)

### **33. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, 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 years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

### **34. 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.

### **35. AMENDMENTS**

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

### **36. 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.

### **37. 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.

### **38. 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.

**39. ARBITRATION**

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

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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 OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**45. 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.

**46. 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.

**47. NOTICES**

Unless otherwise provided in writing, all legal notices and other 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:**

Kyle McPherson, President  
Highway and Safety Services, Inc.  
18960 Woodfield Road  
Gaithersburg, MD 20879  
Email: [kyle@hiwayandsafety.com](mailto:kyle@hiwayandsafety.com)  
Phone: 301-948-4970

**TO THE COUNTY:**

Shibu Joseph, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 414  
Arlington, VA 22201  
Email: [shjoseph@arlingtonva.us](mailto:shjoseph@arlingtonva.us)  
Phone: 703-228-4029

AND

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

**48. 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.

**49. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**50. INSURANCE, PAYMENT AND PERFORMANCE BONDS**

The Contractor shall maintain the required insurance coverage and payment and performance bonds through completion of the Contract, including all warranty and guarantee periods.

**51. 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.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: 

NAME AND TITLE: MELONI HURLEY  
ASSISTANT PURCHASING AGENT

DATE: 5/20/2019

HIGHWAY AND SAFETY SERVICES, INC.

AUTHORIZED  
SIGNATURE: 

NAME AND TITLE: KYLE MCPHERSON  
PRESIDENT

DATE: 5/20/2019

# EXHIBIT A

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 19-143-ITB

## BID FORM

**SUBMIT: ONE (1) FULLY-COMPLETED, PRINTED AND SIGNED BID FORM (WITH LONGHAND SIGNATURE); ONE (1) BID FORM AND ALL REQUIRED DOCUMENTS (AS INDICATED IN SECTION 8) ON A USB FLASH DRIVE LABELED AS "19-143-ITB, MADISON MANOR PARK SITE IMPROVEMENTS".**

BIDS WILL BE OPENED AT 11:00 A.M., ON MARCH 12, 2019

FOR PROVIDING CONSTRUCTION SERVICES IDENTIFIED HEREIN IN ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

SUBMITTED BY:

*(legal name of entity)*

Highway and Safety Services, Inc.

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

Kyle McPherson, President

ADDRESS:

18960 Woodfield Road

CITY/STATE/ZIP:

Gaithersburg, MD 20879

TELEPHONE NO.:

301-948-4970

E-MAIL

ADDRESS:

kyle@hiwayandsafety.com

THIS ENTITY IS INCORPORATED

IN:

Maryland

THIS ENTITY IS A:

*(check the applicable option)*

CORPORATION



LIMITED PARTNERSHIP



GENERAL PARTNERSHIP



UNINCORPORATED ASSOCIATION



LIMITED LIABILITY COMPANY



SOLE PROPRIETORSHIP



IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES



NO



IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE

SCC:

F1135104

*Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.*



BID FORM, PAGE 2 OF 6

VIRGINIA CONTRACTOR'S LICENSE NUMBER:

2705021377

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available)

19-871-3273

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES

NO

OFFEROR STATUS:

MINORITY OWNED:

WOMAN OWNED:

NEITHER:

The undersigned certifies that (Bidder Name) Highway and Safety Services, Inc.

is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number 2705021377 for a Class A License was issued on the 31st day of July, 2018. The undersigned further certifies that the registration fee and all renewal fees required under law have been paid.

TIME LIMIT FOR PROJECT: FINAL COMPLETION – 270 CALENDAR DAYS

LIQUIDATED DAMAGES: FINAL COMPLETION - \$715.00 PER DAY

COMPLETE ATTACHMENT A: SCHEDULE OF VALUES FOR ITB NO. 19-143-ITB AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

BASE BID: Project consists of all labor, materials, and equipment for park renovations at Madison Manor Park located at 6225 12<sup>th</sup> Road North, Arlington, VA 2205.

Total BID \$ 2,549,195.00

BIDDER NAME: Highway and Safety Services, Inc.

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1	DATE: <u>02-27-2019</u>	INITIAL: <u>KH</u>
ADDENDUM NO. 2	DATE: <u>03-06-2019</u>	INITIAL: <u>KH</u>
ADDENDUM NO. 3	DATE: _____	INITIAL: _____

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM, PAGE 4 OF 6**

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

N/A

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If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Kyle McPherson

ADDRESS: 18960 Woodfield Road  
Gaithersburg, MD 20879

E-MAIL: kyle@hiwayandsafety.com

REFERENCES

Bidders shall provide three references for similar work that have been provided by the Bidder within the past five years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: Ching-Fang Chen  
Organization: Maryland - National Capital Park and Planning Commission  
Phone Number: 301-495-2557  
E-mail Address: ching-fang.chen@montgomeryparks.org  
Contract/Project Name: Brookside Gardens Entrance and Parking Renovations  
Contract/Project Dates (from-to): 08/2016-08/2017  
Contract/Project Description: Renovation of park structures, including utilities, asphalt work, stonework, landscaping, site furnishings, and water features.

REFERENCE 2: Contact Name: Rene Albacete  
Organization: Maryland-National Capitol Park and Planning Commission  
Phone Number: 301-699-2488  
E-mail Address: rene.albacete@pgparks.com  
Contract/Project Name: Largo Town Center Park  
Contract/Project Dates (from-to): 05/04/15-02/15/16  
Contract/Project Description: The scope of work included the construction of approximately 200 LF of 10' wide bituminous concrete trails, a 10' X 40' pre-engineered self-weathering steel bridge brick and stone paving and steps, stone veneered retaining walls, a 360' stone pier and metal fence, a 2000 SF water play area, landscaping, and associated work.

REFERENCE 3: Contact Name: Kevin Redinger  
Organization: Montgomery College  
Phone Number: 240-567-4314  
E-mail Address: kevin.redinger@montgomerycollege.edu  
Contract/Project Name: MONTGOMERY COLLEGE  
LANDMARK GATEWAY SIGNAGE  
MONTGOMERY COLLEGE GERMANTOWN CAMPUS  
Contract/Project Dates (from-to): 07/2016-06/2018  
Contract/Project Description: Installation of three-dimensional signage, including electrical work and artisan stonework, installation of cast stone pavers, concrete and asphalt work, and landscaping.

19-143-ITB - ATTACHMENT A - SCHEDULE OF VALUES  
(REVISED 3/6/19)

FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PARK RENOVATIONS AND FULL REPLACEMENT OF PLAYGROUND EQUIPMENT, SAFETY SURFACING, BASKETBALL COURT, ATHLETIC FIELD, ATHLETIC FIELD SOD, FENCES, PARKING LOT, SITE AMENITIES, SITE CIRCULATION, DRAINAGE, IRRIGATION AND LANDSCAPING AT MADISON MANOR PARK, 6225 12TH ROAD NORTH IN ARLINGTON, VIRGINIA

\*THE QUANTITIES SPECIFIED BELOW ARE ESTIMATES ONLY AND DO NOT GUARANTEE A SPECIFIC VOLUME OR DOLLAR AMOUNT, PAYMENTS WILL BE MADE BASED ON FIELD MEASUREMENTS DURING CONSTRUCTION.\*

PLEASE PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE

PROJECT COST BREAKDOWNS:

SECTION NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
011000	PERMITS/FEES	LS	1	\$ 45,000.00	\$ 45,000.00
012000	MOBILIZATION - Not to exceed three percent (3%) of the total contract bid price excluding the bid for mobilization.	LS	1	\$ 76,276.00	\$ 76,276.00
033300	CAST-IN-PLACE CONCRETE - Includes, but is not limited to, all items under Specification 033000. Includes all reinforcing.				
	Cast-In-Place Concrete	CY	170	\$ 1,200.00	\$ 204,000.00
034500	PRECAST ARCHITECTURAL CONCRETE				
	Precast Curvilinear Concrete Bench	EA	3	\$ 6,100.00	\$ 18,300.00
043000	CERAMIC TILE	SF	55	\$ 338.00	\$ 18,590.00
055200	METAL FABRICATIONS				
	Metal Handrail (12th Road Stairs)	LF	16	\$ 405.00	\$ 6,480.00
	SIGNAGE				
	Park Entry Sign	EA	2	\$ 4,400.00	\$ 8,800.00
	Information Kiosk	EA	1	\$ 10,450.00	\$ 10,450.00
	Field Identification Sign (on Backstop)	EA	1	\$ 1,375.00	\$ 1,375.00

BIDDER'S NAME: Highway and Safety Services, Inc.

101400	Loose Play Sign	EA	1	\$ 1,980.00	\$ 1,980.00
	Playground Age Appropriate Sign	EA	2	\$ 1,650.00	\$ 3,300.00
	Picnic Shelter Reservation Sign	EA	1	\$ 1,650.00	\$ 1,650.00
	Park Rules Sign	EA	2	\$ 1,650.00	\$ 3,300.00
	Court Rules Sign	EA	1	\$ 1,650.00	\$ 1,650.00
	Reforestation Sign	EA	3	\$ 1,650.00	\$ 4,950.00
	Reserved Parking Sign	EA	1	\$ 1,320.00	\$ 1,320.00

**PLAYGROUND EQUIPMENT & STRUCTURES (Brand Names - no substitutions allowed)**

116800	2-5 Play Feature (PS-114 by Themed Concepts)	EA	1	\$ 89,100.00	\$ 89,100.00
	5-12 Play Feature (No. 18-102 by Themed Concepts)	EA	1	\$ 275,000.00	\$ 275,000.00
	Cloud 9 Basket Swing (by Berlinger Seilfabrik)	EA	1	\$ 11,800.00	\$ 11,800.00
	IP-130 T-Swing Tree (by Themed Concepts)	EA	1	\$ 11,950.00	\$ 11,950.00
	Bucket Swing (by Themed Concepts)	EA	2	\$ 550.00	\$ 1,100.00
	See Saw (by Landscape Structures)	EA	1	\$ 5,800.00	\$ 5,800.00

**ATHLETIC EQUIPMENT**

116833	Bases (set of 3)	EA	1	\$ 850.00	\$ 850.00
	Ground Anchor (1 sets of 3 bases)	EA	1	\$ 45.00	\$ 45.00
	Anchor Plug	EA	3	\$ 35.00	\$ 105.00
	Home Plate	EA	1	\$ 290.00	\$ 290.00
	Pitching Rubber	EA	1	\$ 320.00	\$ 320.00
	Basketball Goal (Includes Post & Net)	EA	2	\$ 6,700.00	\$ 13,400.00

BIDDER'S NAME: *Highway and Safety Services, Inc.*

	Basketball Backboard Padding	EA	2	\$ 1,100.00	\$ 2,200.00
	Basketball Pole Padding	EA	3	\$ 1,550.00	\$ 4,650.00
	Steel Basketball Goal	EA	1	\$ 6,700.00	\$ 6,700.00
	<b>SITE FURNISHINGS</b>				
	Player Bench (10')	EA	4	\$ 1,950.00	\$ 7,800.00
	Bench	EA	5	\$ 1,950.00	\$ 9,750.00
	Trash Receptacles	EA	4	\$ 2,650.00	\$ 10,600.00
	Recycling Receptacles	EA	4	\$ 3,200.00	\$ 12,800.00
129300	Bike Rack	EA	3	\$ 995.00	\$ 2,985.00
	Picnic Table	EA	4	\$ 2,700.00	\$ 10,800.00
	ADA Picnic Table	EA	2	\$ 2,700.00	\$ 5,400.00
	Oval Picnic Table	EA	4	\$ 3,050.00	\$ 12,200.00
	Small Grill	EA	1	\$ 550.00	\$ 550.00
	Medium Grill	EA	2	\$ 750.00	\$ 1,500.00
133400	<b>DUGOUTS</b>	EA	2	\$ 17,525.00	\$ 35,050.00
	<b>SPECTATOR SEATING</b>				
133416	Closed Deck 3 Row 15' Bleacher	EA	2	\$ 9,940.00	\$ 19,880.00
133419	<b>PRE-ENGINEERED STRUCTURE</b> - Shall include ALL related work. Includes, but not limited to, all structural components, roofing, fasteners, stone columns, pre-cast concrete caps, electrical within pre-engineered structure's footprint, finishing, subroofing & engineering. Excludes Building Permit, Excavation & Concrete Footing.	LS	1	\$ 193,500.00	\$ 193,500.00
	<b>DRINKING FOUNTAINS AND ASSOCIATED EQUIPMENT</b>				
224700	Wall Mounted Drinking Fountain with Interior Access Panel & Associated Equipment	LS	1	\$ 28,500.00	\$ 28,500.00

BIDDER'S NAME: *Highway and Safety Services, Inc.*

ELECTRICAL IDENTIFICATION						
260195	Nameplates	LS	1	\$	550.00	\$ 550.00
	Underground Warning Tape	LS	1	\$	550.00	\$ 550.00
	Wire Markers	LS	1	\$	550.00	\$ 550.00
260470	IMPROVEMENTS TO EXISTING PANELBOARD/BREAKERS	LS	1	\$	3,850.00	\$ 3,850.00
260519	WIRE AND CABLE					
	Wiring Conductors	LS	1	\$	5,500.00	\$ 5,500.00
	CONDUIT					
260533	Common Trench and Backfill	LS	1	\$	24,200.00	\$ 24,200.00
	1" PVC Sch. 40	LF	500	\$	11.00	\$ 5,500.00
260534	BOXES - Receptacles and While-In-Use Cover	EA	11	\$	550.00	\$ 6,050.00
260544	UNDERGROUND DUCTS AND UTILITY STRUCTURES					
	Precast Polymer Handhole	EA	1	\$	3,850.00	\$ 3,850.00
262726	WIRING DEVICES - Outdoor Charging Station	EA	1	\$	8,250.00	\$ 8,250.00
	SITE CLEARING, DEMOLITION, & REMOVALS					
311000	Site Clearing, Demolition, and Removals - Includes, but not limited to: mulch playground area, site furnishings/amenities (i.e., bike racks, benches, grills), play equipment, wooden timber walls, concrete pavement, asphalt pavement, Quantico gutter pan, parking lot curb/gutter, picnic shelter, water fountain, signage, fencing, backstop, sand infield. **Some areas/items require hand removal.**	LS	1	\$	150,000.00	\$ 150,000.00
	Invasive/Non-Native Understory Eradication per Arlington County Project Officer	LS	1	\$	8,420.00	\$ 8,420.00
	TREE PROTECTION & ROOT PRUNING					

BIDDER'S NAME: *Highway and Safety Services, Inc.*



311300	Phase 1 Tree Protection Fence (4')	LF	870	\$	5.00	\$	4,350.00
	Phase 2 Tree Protection Fence (4')	LF	400	\$	5.00	\$	2,000.00
	Phase 1/Phase 2 Trunk Protection	EA	21	\$	165.00	\$	3,465.00
	Phase 2 Root Aeration Matting/Geogrid	SF	1230	\$	7.00	\$	8,610.00
	Phase 2 Temporary Root Protection Matting	SF	2100	\$	5.50	\$	11,550.00
	Perimeter Tree Protection/Construction Fence (6')	LF	1352	\$	7.50	\$	10,140.00
	Super Sonic Air Tool Excavation	LF	120	\$	45.00	\$	5,400.00
	Root Pruning	LF	200	\$	7.00	\$	1,400.00
	Third Party Arborist	LS	1	\$	20,000.00	\$	20,000.00
	<b>EARTEWORK</b>						
312000	Cut to Fill	CY	400	\$	40.00	\$	16,000.00
	Fill Brought to Site	CY	650	\$	65.00	\$	42,250.00
	Fine Grading	SF	81200	\$	0.50	\$	40,600.00
<b>TEMPORARY EROSION &amp; SEDIMENT CONTROL</b>							
312500	Stabilized Construction Entrance (Phase 1 & 2)	LS	1	\$	3,500.00	\$	3,500.00
	Super Silt Fence (Phase 1 & 2)	LF	1150	\$	12.00	\$	13,800.00
	Inlet Protection (Phase 1 & 2)	EA	4	\$	450.00	\$	1,800.00
	Culvert Inlet Protection (Phase 2)	EA	1	\$	450.00	\$	450.00
<b>ASPHALT PAVEMENT</b>							
321216	Vehicular Asphalt	SF	2125	\$	12.00	\$	25,500.00
	Pedestrian Asphalt	SF	1900	\$	8.00	\$	15,200.00
<b>CONCRETE PAVEMENT</b>							

BIDDER'S NAME: *Highway and Safety Services, Inc.*

321313	VDOT Curb Ramp CG-12	EA	1	\$ 5,000.00	\$ 5,000.00
	Tree Root Bridge Curb	CY	5	\$ 900.00	\$ 4,500.00
	Playground Perimeter Curbing	LF	440	\$ 40.00	\$ 17,600.00
	Curb & Gutter (C-2)	LF	20	\$ 40.00	\$ 800.00
	Header Curb (C-3)	LF	140	\$ 35.00	\$ 4,900.00
	Gutter Pan	LF	110	\$ 35.00	\$ 3,850.00
	4" Concrete (includes, but not limited to, items in Specification 321313)	SF	10000	\$ 8.00	\$ 80,000.00
	<b>ASPHALT COURT PAVEMENT</b>				
321315	Asphalt Court Pavement	SF	4825	\$ 7.00	\$ 33,775.00
	<b>ASPHALT COURT SURFACING</b>				
321316	Asphalt Court Surfacing	LS	1	\$ 10,000.00	\$ 10,000.00
321400	UNIT PAVING - ON STEPS	LS	1	\$ 5,000.00	\$ 5,000.00
321713	PARKING BUMPERS	EA	10	\$ 120.00	\$ 1,200.00
321723	PAVEMENT MARKINGS	LS	1	\$ 8,000.00	\$ 8,000.00
	<b>TACTILE WARNING SURFACING</b>				
321726	Precast Concrete ADA Paver	SF	10	\$ 50.00	\$ 500.00
321816.13	PLAYGROUND PROTECTIVE SURFACING	SF	3920	\$ 24.75	\$ 97,020.00
	<b>FIELDSTONE BOULDERS</b>				
321819	Fieldstone Boulders	TON	30	\$ 495.00	\$ 14,850.00
	<b>ATHLETIC FIELD ROOTZONE MIX</b>				
321823	Sand (1.5" Depth)	TON	350	\$ 98.00	\$ 34,300.00

BIDDER'S NAME: *Highway and Safety Services, Inc.*

	Compost (1.5" Depth/ 1" Compacted)	CY	250	\$	112.00	\$	28,000.00
	Tilling (26" Autotiller, 6-8" Depth)	SF	55000	\$	0.50	\$	27,500.00
	<b>CLAY INFIELD</b>						
321824	Clay Infield Mix	TON	336	\$	90.00	\$	30,240.00
	Sand	TON	168	\$	81.00	\$	13,608.00
	<b>CHAIN LINK FENCES &amp; GATES</b>						
	Backstop	EA	1	\$	45,765.00	\$	45,765.00
	9'-3" Chain Link Fence (around dugout)	LF	150	\$	82.00	\$	12,300.00
323113	Backstop Gates	EA	2	\$	1,375.00	\$	2,750.00
	4' Gate for Irrigation Equipment	EA	1	\$	743.00	\$	743.00
	4' Chain Link Fence for Irrigation Equipment	LF	13	\$	116.00	\$	1,508.00
	6' Chain Link Fence (west side of basketball court)	LF	43	\$	63.00	\$	2,709.00
	<b>DECORATIVE METAL FENCES AND GATES</b>						
323119	Metal Fence (Playground)	LF	422	\$	91.50	\$	38,613.00
	Metal Decorative Gate (Playground)	EA	1	\$	5,445.00	\$	5,445.00
	<b>IRRIGATION SYSTEMS (Includes controller, lines, heads, valves, &amp; boxes)</b>	LS	1	\$	77,452.00	\$	77,452.00
328400	Booster Pump - ADDENDUM 2	NA	NA	NA	NA	NA	NA
	Back Flow and Enclosure	EA	1	\$	5,700.00	\$	5,700.00
329113	<b>SOIL PREPARATION (Structural Soil)</b>	CY	40	\$	130.00	\$	5,200.00
	<b>TURF</b>						
329200	Sodding & Topsoil (Bermuda)	SF	56000	\$	1.35	\$	75,600.00

BIDDER'S NAME: *Highway and Safety Services, Inc.*

Sodding & Topsoil (Cool Season)		SF	6100	\$	1.50	\$	9,150.00	
<b>EXTERIOR PLANTS</b>								
329300	Mulch (Double Shredded Hardwood Mulch, 3" Deep) - beds, SWM, reforestation	CY	30	\$	94.00	\$	2,820.00	
	Tree (Large)	EA	9	\$	1,350.00	\$	12,150.00	
	Tree (Small)	EA	8	\$	930.00	\$	7,440.00	
	Shrub	EA	63	\$	130.00	\$	8,190.00	
	Perennial/Ornamental Grass	EA	1952	\$	22.50	\$	43,920.00	
	5" Steel Landscape Edging	LF	40	\$	45.00	\$	1,800.00	
	Temporary Plant Protection Fencing	LF	645	\$	6.00	\$	3,870.00	
	Reforestation Area (Additional Buffer Planting)	LS	1	\$	35,050.00	\$	35,050.00	
	<b>TRANSPLANTING</b>							
	329600	Existing 4-5" Caliper Tree to be Transplanted to Location On-Site	EA	2	\$	2,000.00	\$	4,000.00
<b>WATER DISTRIBUTION</b>								
331116	Arlington County Service Connection Charge (Paid for and Installed by Arlington County) [Includes Fees and Installation for Service Connection and New Water Meter]	NA	NA	NA	NA	NA		
	Gate Valve and Box	EA	1	\$	7,300.00	\$	7,300.00	
	Copper Pipe	LF	140	\$	85.00	\$	11,900.00	
<b>STORM DRAINAGE</b>								
	Underdrain	LF	158	\$	25.00	\$	3,950.00	
	4" Solid PVC Sewer Pipe SDR 35	LF	110	\$	45.00	\$	4,950.00	
	4" Solid Sch. 40 PVC	LF	45	\$	25.00	\$	1,125.00	

BIDDER'S NAME: *Highway and Safety Services, Inc.*

SECTION NO.	ITEM DESCRIPTION (ADD-ON ITEM#1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
334000	8" Solid Sch. 40 PVC	LF	89	\$ 60.00	\$ 5,340.00
	12" Solid Sch. 40 PVC	LF	146	\$ 80.00	\$ 11,680.00
	12" Solid Sch. 40 PVC 45-degree Elbow	EA	1	\$ 250.00	\$ 250.00
	Cleanouts in soil	EA	2	\$ 280.00	\$ 560.00
	24" Drain Basin	EA	1	\$ 3,650.00	\$ 3,650.00
	8" Drain Basin	EA	2	\$ 2,200.00	\$ 4,400.00
	12" Drain Basin	EA	1	\$ 2,200.00	\$ 2,200.00
	17" Wide Solid Trench Cover & Perimeter Frame (at Parking Lot)	LF	7	\$ 525.00	\$ 3,675.00
	4" Wide Trench Drain at Playground	LF	8	\$ 25.00	\$ 200.00
	8" Pipe Connector	EA	1	\$ 250.00	\$ 250.00
	12" Pipe Connector	EA	1	\$ 300.00	\$ 300.00
	#8 Choker Stone	CY	12	\$ 110.00	\$ 1,320.00
	Washed Graded #57 Aggregate	CY	40	\$ 120.00	\$ 4,800.00
	Splash Block Rip Rap (Delaware River Gravel)	TON	1	\$ 450.00	\$ 450.00
	Filter Media	CY	122	\$ 125.00	\$ 15,250.00
	PVC Geomembrane Liner (Sides and Bottom)	SF	2916	\$ 6.00	\$ 17,496.00
<b>TOTAL PRICE</b>					<b>\$ 2,549,195.00</b>

ADD ON ITEMS ARE BELOW. THEY ARE OPTIONAL AND ADDITIONAL IF REQUESTED BY OWNER. HOWEVER, ALL BIDDERS SHALL BID ON ALL ADD-ON ITEMS AS LISTED. THESE ITEMS SHALL NOT BE CONSIDERED IN THE DETERMINATION OF THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

SECTION NO.	ITEM DESCRIPTION (ADD-ON ITEM#1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
321317	<b>SPECIALTY PAVEMENT - OPEN PLAY AREA</b>				
	Thermoplastic Surface Marking for Open Play Areas	LS	1	\$ 15,000.00	\$ 15,000.00

BIDDER'S NAME: *Highway and Safety Services, Inc.*

SECTION NO.		ITEM DESCRIPTION (ADD-ON ITEM#2)	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
034500		<b>PRECAST ARCHITECTURAL CONCRETE</b> Precast Curvilinear Concrete Bench	EA	2	\$ 9,500.00	\$ 19,000.00
					PRICE \$	19,000.00
					PRICE \$	15,000.00

BIDDER'S NAME: *Highway and Safety Services, Inc.*