

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

CONTRACT AWARD COVERPAGE

TO: Long Fence Company, Inc. 42521 John Mosby Highway, Chantilly, VA 20152	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>March 3, 2020</u> <u>20-172-ITB</u> <u>Installation & Repair of Fence, ETC.</u>
---	--	--

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. 20-172-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: March 31, 2020

EXPIRES: March 30, 2021

RENEWALS: THIS IS THE 1 YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 98815

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-172-ITB

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Larry Friedman

VENDOR TEL. NO.:

(703) 471-0960 Ext. 2116

EMAIL ADDRESS: lfriedman@longfence.com

COUNTY CONTACT: Helena Gilbert DPR, PNR

COUNTY TEL. NO.:

(703) 228-7981

COUNTY CONTACT EMAIL: hgilbe@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Tomeka D. Price

Title Procurement Officer

Date March 11, 2020

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

AGREEMENT NO. 20-172-ITB

THIS AGREEMENT is made, on the date of execution by the County, between Long Fence Company, Inc., 42521 John Mosby Highway, Chantilly, Virginia 20152 ("Contractor") a District of Columbia Stock Corporation 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 this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-172-ITB

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 agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide fence installation, repair and removal to include guard rails. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. 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 this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on March 31, 2020 and must be completed no later than March 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from March 31, 2021 to March 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until March 30, 2021 ("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-month period ending in December of each year of the Contract.

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 terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

6. 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 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

7. 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.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

9. 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 event occurs first.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the 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).

11. 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.

12. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

13. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its discretion before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

14. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

15. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

16. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or-controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

17. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

18. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 (“Standard”). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets (“MSDS”) for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County’s refusal of goods under this section or rejection of MSDS.

19. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record (“WSR”) and manifest. The Contractor shall supply the County Project Officer with the executed original Owner’s Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

20. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

21. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

22. 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.

23. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

24. 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.

25. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

26. 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.

27. 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.

28. 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.

29. 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. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. RELATION TO 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.

40. 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.

41. 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)

42. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

43. 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.

44. AMENDMENTS

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

45. 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.

46. 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.

47. 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.

48. ARBITRATION

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

49. 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.

50. 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.

51. 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.

52. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

53. 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.

54. 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; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

55. 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.

56. 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.

57. 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:

Larry Friedman
Long Fence Company, Inc. 42521
John Mosby Highway Chantilly, VA
20152 lfriedman@longfence.com

TO THE COUNTY:

Helena Gilbert, Project Officer
DPR - Parks and Natural Resources
2700 S Taylor St
Arlington, VA 22206

AND

Sharon T. Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

58. 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.

59. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

60. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

61. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

62. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

63. 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: Tomeka Price

NAME TOMEKA PRICE
TITLE: PURCHASING AGENT

DATE: March 11, 2020

LONG FENCE COMPANY, INC.

AUTHORIZED
SIGNATURE: 

NAME Larry Friedman
TITLE: Senior Vice President

DATE: 3/11/20

SCOPE OF SERVICES

Arlington County is soliciting bids from qualified bidders to provide fence installation and repair and removal of guard rails. Work request may range from large, new installation or repairs to small quantity repairs.

Contractor shall furnish all labor, materials, equipment, tools and any incidentals necessary for the installation and repair of chain link, vinyl, wood post and rail, or wood stockade fencing, including required pickup and transport, in accordance with the specifications of this bid. To supply required equipment and labor to remove, haul, and to properly dispose of any debris or excess fill material, and related work as detailed in the specifications on an as-needed basis.

1. GENERAL SPECIFICATIONS

For all job requests over \$2,000 the Contractor shall submit an advance written proposal and sketch within seven (7) days of the County Project Officer's request. The proposal shall be itemized, using contract unit prices, and submitted to the County Project Officer.

Approval of the proposal and sign off of completed Work shall be made by the County Project Officer requesting the Work.

Invoices shall be submitted to the County Project Officer and shall reflect the actual Work performed at the contract unit prices, regardless of the proposed estimate. All invoices shall include County Purchase Order numbers.

The Contractor shall be responsible for the supervision of all Work performed, including subcontractors.

Upon receipt of an approved Arlington County Purchase order, or written Notice to Proceed, if a Blanket Purchase Order has already been approved, the Contractor shall begin work on the task within fourteen (14) days.

The Contractor shall complete all Work within thirty (30) calendar days of receipt of an approved Arlington County Purchase Order or written Notice to Proceed.

The Contractor shall respond to emergency requests and begin the Work requested by the County within two (2) business days.

The Contractor may be required to submit background check documentation for their employees for particular job assignments, as required by the County Project Officer.

2. CONTRACT PRICING

THE CONTRACTOR WILL NOT BE PAID ANY ADDITIONAL COMPENSATION TO COMPLETE THE ITEMS LISTED IN THIS CONTRACT.

3. CHAIN LINK SPECIFICATIONS

The Contractor shall furnish all labor, materials, equipment, tools and any incidentals necessary to complete the construction of aluminized steel chain link fence with all posts and gates as hereinafter specified.

a) **APPROVED BRANDS**

Fence of domestic manufacture by the following will be acceptable:

- Page Aluminized Corp,
- Atlas,
- Anchor,
- Cyclone or equivalent.

Bidders shall indicate the brand of the fence utilized on the Bid Form.

b) **FINISH OF MATERIALS**

All posts and rails shall be galvanized ASTM A120, Schedule 40 pipe or Allied SS-40.

Fabric shall be aluminized steel with an aluminum coating of .4 ounces per square feet of actual wire surface.

c) **FABRIC**

36", 42", 48" 72" and 96" high fabric shall be one piece, of 6-gauge or 9-gauge wire woven in a 2-inch chain link diamond mesh pattern. Top and bottom selvage shall have a knuckled finish.

120" high fabric shall be one piece, of 9 or 11-gauge wire woven in a 1 3/4-inch chain link diamond mesh pattern. Top and bottom selvage shall have a knuckled finish.

Some projects will require thermally fused vinyl coated fabric (9-gauge finish with a 10-gauge steel core).

d) **FABRIC CONNECTIONS**

Fabric shall be securely fastened to all terminal, corner and gate posts by 1/4 x 3/4-inch tension bars with 11-gauge pressed steel bands spaced approximately 14 inches apart.

Fabric shall be securely fastened to all line posts with .062 by .375 self-locking line post fabric hand spaced 14" apart.

Fabric shall be securely fastened to top rail with .062 by .375 self-locking line post fabric hand spaced 24" apart.

Fabric connection option (to be provided at no additional cost at County discretion) shall be a locking aluminum clip as manufactured by the Page Aluminized Corporation or equal.

Polyethylene mesh shall be 4 mm polyester knotted twine with maximum breaking stress of 285 pounds. The spacing between parallel sides of twine will be 1 1/2 inches; all edges will be finished with vinyl coated polyester and sewn with four rows of stitching.

e) **LINE POSTS**

All intermediate line posts for 36, 42, 48 and 72-inch fabric shall be 1.9" O.D.

All intermediate line posts for 96, 120 and 144-inch fabric shall be 2.375" O.D.

All posts shall be evenly spaced in the line of fence no further apart than 10 feet centers. All posts shall be equipped with tops designed to exclude moisture and to hold top rail.

f) **TERMINAL POSTS**

All end, corner and pull posts shall be 2.875" O.D. with proper tops.

g) **TENSION WIRE**

A 7-gauge aluminum coated steel (.40) coil spring tension wire shall be installed along the bottom of the fence approximately 6" above grade.

h) **GATE POSTS**

Posts for swing gates shall be of the following nominal sizes for single swing gates or one leaf of double gates:

- o Gates up to 6' wide shall be 2.875" O.D.
- o Gates over 6' to 13' shall be 4.0" O.D. @ 9.11 lbs.
- o Gates over 13' to 18' shall be 6.625" O.D. @ 18.97 lbs.
- o Gates over 18' shall be 8.625" O.D. @ 28.55 lbs.

i) **POST SETTING**

All posts shall be of sufficient length to provide 36" setting in concrete footings crowned at top to shed water.

Holes shall be 10 inches in diameter for line posts and 12 inches for terminal posts. Holes for gate posts shall be 3 times wider than the diameter of the gate post.

After the post has been set and plumbed, the hole shall be filled with 1-2-4 mix concrete.

Post footings for all work shall be set 2" below grade and area around post restored unless otherwise specified.

j) **TOP RAIL**

Top rails shall be 1.66" O.D. with couplings approximately every 20 feet or wedged end top rail.

Top rail shall pass through intermediate line post tops and form a continuous brace from end to end of each stretch of fence and fastened to corner posts by heavy pressed steel connections.

k) **BRACES**

Brace material shall be same as top rail, shall be installed midway between top rail and ground, and shall extend from corner, end, pull and gate posts to first adjacent line post. Braces shall be securely fastened to posts by heavy pressed steel connections, then trussed from line post back to terminal or gate posts with 3/8-inch diameter round rod and turnbuckle.

l) PIPE AND FITTINGS

All pipes shall be standard weight steel, A.S.A. Schedule 40, of sizes and weights specified, or Allied SS-40.

All fittings used in the complete fence assembly shall be of malleable cast iron or pressed steel.

m) GATES

Gates shall be of size and at locations as required by the County Project Officer complete with latches, stops, keepers and hinges.

Frames shall be 1.9" O.D. pipe per linear foot with heavy malleable iron or pressed steel corner fittings securely fastened to provide a rigid frame of ample strength free from sag and twist. Each frame shall be equipped with 3/8-inch diameter adjustable truss rods.

Fabric, to match the fence, shall be installed in the frame by means of tension bars and hook bolted at intervals not exceeding 15 inches.

Hinges shall be of bearing pattern, of adequate strength for gate, and with large bearing surfaces for fastening in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person and swing 180 degrees.

Malleable iron latches for single-swing gates shall be guillotine-type designed to prevent the gate from opening in the wrong direction.

Locking device for double-swing gates shall consist of fulcrum-type latch, a center drop rod, a center gate stop, and two semi-automatic holdbacks (set in concrete).

4. BASEBALL AND SOFTBALL BACKSTOPS

The Contractor shall be responsible for the excavation for post bases and concrete anchoring of post and installation of the fence, fabric chain link and polyethylene and post.

- o 8 ft. x 8 ft. x 8 ft. backstop - 10 feet high with no hood.
- o 10 ft. x 10 ft. x 10 ft. backstop - 10 feet high with 6-foot hood.
- o 16 ft. x 16 ft. x 16 ft. backstop - 12 feet high with 8-foot hood.
- o 24 ft. x 16 ft. x 24 ft. backstop - 16 feet high with 10-foot hood.

5. MATERIAL REQUIREMENTS

All material shall be in accordance with the American Society of Testing Material (ASTM) Specification for Strength F6669-81.

Upright vertical chain link mesh shall be #6 gauge aluminized coated wire (ASTM) Specification A392, Class #2.

Hood shall be set at a forty-five (45) degree angle. There will be an extension to the top of the hood with a projection that forms the trapezoidal shape.

The chain link mesh of hood portion of backstop shall consist of #9-gauge aluminized chain link mesh.

Concrete anchoring shall be ASTM Portland Cement 2000 TSI at 28 days with 2-3-inch slump.

Terminal and intermediate posts shall be 3-inch OD zinc coated steel pipe in accordance with ASTM strength specification F6669-81.

Top rail and bracing shall be 1-5/8-inch OD steel pipe in accordance with ASTM strength specification F6669-81.

All fittings shall be zinc coated and in accordance with ASTM F626-79.

Hood arms will be 2-inch OD zinc coated steel pipe with welded construction (ground smooth) to form a 45-degree angle.

Knee braces shall be one and one fifth inch (1^{5/8}") OD zinc coated steel pipe with rail ends welded at each end – minimum of five-foot 5 foot (5') for each pipe.

Polyethylene mesh shall be four (4) mm polyester knotted twine with maximum breaking stress of 285 pounds. The spacing between parallel sides of twine shall be one and half inches (1^{1/2}"); all edges shall be finished with vinyl coated polyester and sewn with four (4) rows of stitching.

All material for athletic fields shall be galvanized with black vinyl coating unless requested otherwise by the County Project Officer.

6. NETTING AND POSTS

All nets shall be:

- a. Ultra-cross knotless Dyneema netting.
- b. Dyneema Ultra-High molecular weight polyethylene
- c. SK-75 black fiber construction
- d. 4 ply, 1.2mm (0.0472") diameter twine
- e. 95% open mesh area for see-through visibility
- f. 58,445psi minimum breaking strength
- g. 30% maximum elongation at break
- h. 1 & 3/4" (44mm) square mesh size, 0.009 lbs. per square foot
- i. 4 strand, braided, continuous monofilament polypropylene solid braid
- j. Bound border – ¼" diameter, 530lb minimum breaking strength
- k. Urethane black bonded finish (other color choices available on request)
- l. Strong resistance to Ultraviolet (UV) light degradation (are there levels of UV resistance? If so, what is our minimum requirement)
- m. Excellent resistance to chemicals and water adsorption. (are there levels of water and chemical resistance? If so, what is our minimum requirement)
- n. Include pricing for various height availability, specifically in 10' increments from 10' to 50'
- o. Length and configuration as required
- p. Posts and hardware sizes to be determined by netting sizes and manufacturers recommendations. (to be included in price sheet)

- q. Footings to be determined by netting size and manufacturers recommendations. (to be included in price sheet) of stitching.

Posts, hardware, and tension wires must support the required netting, per manufacturer's specifications and be included in the pricing

Netting and posts shall be priced by linear feet for length. Height increments will be available from 10' to 40' in 10' increments.

The Contractor shall be responsible for removal of existing netting and posts and provide pricing for such service.

6. EXECUTION AND INSTALLATION

The Contractor shall install the fences in strict conformance with ASTM specifications F567-78.

The terminal and intermediate posts shall be set in concrete footers to a minimum depth of forty-two inches (42"). The excavation diameter shall be twelve inches (12") wide.

The post footers shall be domed.

The maximum spacing of posts shall be eight feet (8') on center.

The terminal and intermediate posts shall be braced with four (4) continuous lengths of specified top and brace rail, one (1) of which shall be the bottom kick rail.

The hood assembly shall be braced with two (2) continuous lengths of top and brace rail.

The terminal and intermediate posts shall be provided with a weep hole three-eighth of an inch (3/8") diameter located two inches (2") above the grade.

The Contractor shall install one continuous length of #7-gauge zinc coated tension wire from the end member of hood arm supports secured with zinc coated, double brace bands, so that polyethylene mesh can be supported.

The Contractor shall tac-weld knee braces to upright brace band and hood arm brace band.

The Contractor shall install one (1) piece width of specified polyethylene mesh to conform to trapezoidal shape of hood configurations. Secure with nylon ties.

7. SECURITY FENCING

Bidders shall provide Pricing for Security Fencing (Barbed Wire) in the space provided in the Bid Form.

All barbed wire provided under this Contract shall meet ASTM A121-13 Standard Specifications for Metallic Coated Carbon Steel.

8. SPLIT RAIL FENCING

a) MATERIALS

All materials shall be free of cracks deeper than one inch (1"), warps, and knotholes greater than one inch (1") in diameter. The Contractor shall not use green wood or sap laden conditions materials.

The posts shall be Black Locust. The rails shall be Spruce or Red Pine.

b) DIMENSIONS

At a minimum the post lengths shall be seventy-eight inches (78") for the three (3) rail fence and sixty-six inches (66") for the two (2) rail fence. At a minimum, the post diameters shall be four inches (4").

At a minimum, the rail lengths shall be eleven feet (11'). The rail diameters shall average three and half inches (3.5") or greater. The rails shall extend a minimum of two inches (2") through the posts, except at the end posts.

c) POST SETTINGS

Direct bury post footings shall be a minimum of 30" deep and backfilled with soil compacted in 6" lifts.

At a minimum, the concrete footings shall be thirty inches (30") deep and ten inches (10") in diameter. The Contractor shall pour 1-2-4 mix concrete to the full depth of the post and set it flush with the surface unless otherwise as directed by the Project Officer. THE CONTRACTOR SHALL OBTAIN AN ADVANCE WRITTEN APPROVAL OF THE METHOD FROM THE COUNTY PROJECT OFFICER.

All settings shall be crowned at top to shed water. All surplus soils shall be removed from the site by the Contractor. Posts shall be plumb.

9. STOCKADE FENCING

Posts shall be Pressure Treated Pine.

Stockade shall be #1 Milled Spruce.

Posts shall be set in accordance with the correlated specifications of this solicitation.

10. GUARDRAIL PER VDOT SPECIFICATIONS (WITHIN ARLINGTON COUNTY)

All guardrail materials shall meet all applicable Virginia Department of Transportation (VDOT) specifications.

Bidders shall provide removal and installation pricing for the items as specified in the Bid Form.

11. MATERIALS

All posts shall be pressure treated pine.

Posts shall be free of cracks, damage, warps, and knotholes.

All rails shall be black steel pipe in accordance with A.S.T.M. Specification F-1083 and ASTM A-53 schedule 40.

Concrete piers shall be Portland Cement in conformance with VDOT Class A3, air entrained. The batch shall contain a minimum of six and one-quarter (6.25) bags of cement per cubic yard, and one-inch (1") to five inches (5") slump, and compressive strength of 3,000 psi. Aggregate Size No. shall be fifty-seven (57) with a Nominal Maximum Aggregate Size limited to one inch (1").

Crushed Stone shall conform to VDOT Standard Specifications, Section 203, "Coarse Aggregate", size No. fifty seven (57). Stone shall consist of clean, sound, tough, hard stone, free from dirt, foreign matter, organic matter, coating or other deleterious matter and shall be washed if so directed by Project Officer.

All material delivered shall be ready for erection without the need for field fitting or cutting.

12. DIMENSIONS

Wood posts shall be 6" x 6" x 5'- 0".

Edges shall be rounded on all four sides.

Top shall have a 1" chamfer all around.

Other dimensions shall be as shown on the drawings provided by the County.

Steel rails shall be 2.375" O.D., 2.067 I.D.

Concrete piers shall be 14" x 14" x 20".

Crushed stone shall be placed to a depth of six inches (6") as shown on the drawing.

13. INSTALLATION

Post shall be plumb and set a minimum of twenty-four inches (24") in a concrete pier over a six (6) inches (6") layer of compacted crushed stone.

Posts shall be spaced 9' – 6" O.C.

Concrete piers shall be poured to full depth and top crowned to shed water unless otherwise specified by the Project Officer.

The Contractor shall thoroughly clean all surfaces prior to painting in accordance with SP-1, Solvent Cleaning.

The Contractor shall use solvents such as mineral spirits, xylol or turpentine to remove all dirt, grease and foreign matter.

Paint shall be applied immediately after a final SP-1 solvent cleaning and drying.

Rails shall be primed and painted as described below:

a. **FIRST COAT:**

The Contractor shall use Sherwin Williams Kem Kromik Universal Metal Primer, as manufactured by Sherwin Williams Company or an approved equal.

Primer is a rust inhibiting, low VOC, modified alkyd, flat finish coating having a dry film thickness of 3 to 4 Mills.

Paint requires 48-72 hours drying time before recoating.

Performance shall meet or exceed the standards of Federal Specification TT-P-86H, Type III & IV, TT-P-664D.

b. **SECOND & THIRD COATS**

The Contractor shall use Sherwin Williams Silicone Alkyd Low VOC B56Z Black or approved equal. Topcoat is a silicon alkyd, high gloss coating having a dry film thickness of 2 - 4 mils. Color shall be black.

Paint requires 16 hours drying time @ 77° F to re-coat.

All paints shall be applied when ambient air temperature is 50 degrees F. and rising and surfaces to be painted are moisture free. No painting will be allowed below the minimum ambient air temperature. In addition, no painting will be allowed below the temperature at which moisture will condense on surfaces. All painting shall be done in a neat and workmanlike manner. The paint shall be applied by brush, and thoroughly worked into the surface and into all cracks and fissures without leaving fins or runs. Drop cloths shall be used to protect existing ground surfaces and adjacent appurtenances.

c. **PAINT SUBSTITUTION**

An advance written authorization from the Project Officer shall be obtained for paint substitution. The Contractor shall submit their substitution request along with the paint manufacturer's data sheets for approval of an equal product.

d. **PICKET AND BOARD ON BOARD (SHADOW BOX) FENCES**

- Posts, Rails, Boards, and all other members to be Pressure Treated Pine or similar conforming to Architectural Class I as referenced in ASTM F537.
- Posts to be 4 by 4 nominal for standard posts, 6 x 6 at gates. Posts shall be standard (non-ornamental), gothic style, or capped with manufactured caps at County's request.
- Rails shall be 2x4, boards for picket fences shall be 1x4, and for Board-on-Board fences shall be 1x6.
- Posts shall be set at all corners or changes in direction, and at intervals not exceeding 8 feet on center.
- Fences greater than four feet (4') in height shall be 3-rail fences
- Fences four feet (4') or less shall be 2-rail fences.
- Boards for picket fences shall be spaced with gaps of between ¾" and 1½". Boards for board on board (shadow box) fences shall be spaced with gaps of between 3¼" and 3¾". Boards shall be straight cut along the top or arch-cut between posts, at the County's request.
- Installation will be in strict conformance with ASTM specifications F537.

Original

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-172-ITB

BID FORM

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM HARD COPY AND ONE COMPLETE BID FORM ON A USB TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201.

BIDS WILL BE OPENED AT 1:00 P.M., ON FEBRUARY 20, 2020

FOR PROVIDING FENCE INSTALLATION, REPAIR AND REMOVAL, TO INCLUDE GUARD RAILS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

GRAND TOTAL FOR SECTIONS A through P: \$ 25,426.10

Bid prices shall include all labor, mobilization, demobilization, maintenance of traffic, installation, delivery charges, equipment and materials necessary to provide chain link and other fencing as specified in this solicitation.

- A. CHAIN LINK FENCE: (*) Complete with all fabric, top & Bottom rail, intermediate line post (10' 0" centers), accessories and fittings, and all labor and any incidentals required to complete installation of the chain link fence.

#	FABRIC PER CHAIN LINK FENCE	UNIT PRICE FOR END, CORNER, LINEAR FT (*)	UNIT PRICE FOR PULL POST	UNIT PRICE FOR BRACES	TOTAL PRICE
1	2" MESH 36" (6 GA)	\$ <u>17.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>19.00</u>
2	2" MESH 42" (6 GA)	\$ <u>18.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>20.00</u>
3	2" MESH 48" (6 GA)	\$ <u>19.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>21.00</u>
4	2" MESH 72" (6 GA)	\$ <u>21.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>23.00</u>
5	2" MESH 96" (6 GA)	\$ <u>25.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>27.00</u>
6	2" MESH 120" (6 GA)	\$ <u>33.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>35.00</u>
7	2" MESH 144" (6 GA)	\$ <u>37.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>39.00</u>
8	2" MESH 36" (9 GA)	\$ <u>16.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>18.00</u>
9	2" MESH 42" (9 GA)	\$ <u>17.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>19.00</u>
10	2" MESH 48" (9 GA)	\$ <u>18.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>20.00</u>
11	2" MESH 72" (9 GA)	\$ <u>20.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>22.00</u>
12	2" MESH 96" (9 GA)	\$ <u>24.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>26.00</u>
13	2" MESH 120" (9 GA)	\$ <u>30.00</u>	\$ <u>1.00</u>	\$ <u>1.00</u>	\$ <u>32.00</u>

14	1 3/4 " MESH 120" (9 GA)	\$ 38.00	\$ 1.00	\$ 1.00	\$ 40.00
15	1 3/4 " MESH 120" (11 GA)	\$ 36.00	\$ 1.00	\$ 1.00	\$ 38.00
Manufacturer - Stephens Pipe and Steel		TOTAL FOR SECTION A. CHAIN LINK FENCE			\$ 399.00

B. CHAIN LINK GATES, INCLUDING GATE POSTS, HINGES AND SPECIFIED FITTINGS. ALL PRICES INCLUDE LABOR AND INSTALLATION.

#	DESCRIPTION	DIMENSION	UNIT PRICE FOR ALUMINIZED	UNIT PRICE FOR BLACK, VINYL COATING	TOTAL PRICE
I. ENTRANCE GATES (2" ALUMINIZED STEEL MESH) Manufacturer - Stephens Pipe and Steel					
1	3 FT x 3 FT	(9 GA)	\$ 50.00	\$ 50.00	\$ 100.00
2	3 FT x 3 FT	(9 GA)	\$ 50.00	\$ 50.00	\$ 100.00
3	3.5 FT x 3 FT	(9 GA)	\$ 50.00	\$ 50.00	\$ 100.00
4	4 FT x 3 FT	(9 GA)	\$ 50.00	\$ 50.00	\$ 100.00
5	6 FT x 3 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
6	3 FT x 4 FT	(9 GA)	\$ 50.00	\$ 50.00	\$ 100.00
7	3.5 FT x 4 FT	(9 GA)	\$ 50.00	\$ 50.00	\$ 100.00
8	4 FT x 4 FT	(9 GA)	\$ 50.00	\$ 50.00	\$ 100.00
9	6 FT x 4 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
10	8 FT x 3 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
11	8 FT x 4 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
II. ENTRANCE GATES (1 3/4" ALUMINIZED STEEL MESH) Manufacturer - Stephens Pipe and Steel					
12	8 FT x 4 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
13	8 FT x 4 FT	(11 GA)	\$ 100.00	\$ 100.00	\$ 200.00
III. DRIVEWAY GATES (2" ALUMINIZED STEEL MESH) Manufacturer - Stephens Pipe and Steel					
14	3 FT x 10 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
15	3.5 FT x 10 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
16	4 FT x 10 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
17	6 FT x 10 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
18	8 FT x 10 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00
19	10 FT x 10 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00

#	DESCRIPTION	DIMENSION	UNIT PRICE FOR ALUMINIZED	UNIT PRICE FOR BLACK, VINYL COATING	TOTAL PRICE	
20	3 FT x 12 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00	
21	3.5 FT x 12 FT	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00	
22	4 FT x 12 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00	
23	6 FT x 12 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00	
24	8 FT x 12 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00	
25	10 FT x 12 Ft	(9 GA)	\$ 100.00	\$ 100.00	\$ 200.00	
Manufacturer - Stephens Pipe and Steel					Total for Section B. Chain Link Gates	\$ 4,300.00

- C. **THERMALLY FUSED VINYL FABRIC FENCE (9 GA FINISH WITH 10 GA STEEL CORE):** Complete per linear Ft., including all fabric and vinyl coated, top & Bottom rail, intermediate line post (10' 0" centers), corner/ end/ pull post, braces, tension wire, accessories and fittings, and all labor and incidental required for complete installation of thermally fused vinyl fabric fence.

#	DESCRIPTION	UNIT PRICE
1	2" MESH 36"	\$ 18.00
2	2" MESH 42"	\$ 19.00
3	2" MESH 48"	\$ 20.00
4	2" MESH 72"	\$ 26.00
5	2" MESH 96"	\$ 30.00
6	2" MESH 120"	\$ 38.00
7	1 2/3 MESH 120"	\$ 42.00
8	2" MESH 144" (6 GAUGE)	\$ 48.00
Total for Section C. Thermally Fused Vinyl Fabric Fence		\$ 241.00

Manufacturer - Stephens Pipe and Steel

- D. **THERMALLY FUSED VINYL FABRIC GATES, INCLUDING THERMALLY FUSED VINYL GATE POST, HINGES AND SPECIFIED FITTINGS. ALL PRICES TO INCLUDE LABOR AND INSTALLATION.**

#	DESCRIPTION	DIMENSION	UNIT PRICE
I. ENTRANCE GATES			
1	3 FT x 3 FT	(9 GA)	\$ 50.00
2	3.5 FT x 3 FT	(9 GA)	\$ 50.00
3	4 FT x 3 FT	(9 GA)	\$ 50.00

Manufacturer - Stephens Pipe and Steel

#	DESCRIPTION	DIMENSION	UNIT PRICE
4	6 FT x 3 FT	(9 GA)	\$ 100.00
5	3 FT x 4 FT	(9 GA)	\$ 50.00
6	3.5 FT x 4 FT	(9 GA)	\$ 50.00
7	4 FT x 4 FT	(9 GA)	\$ 50.00
8	6 FT x 4 FT	(9 GA)	\$ 100.00
9	8 FT x 3 FT	(9 GA)	\$ 100.00
10	8 FT x 4 FT	(9 GA)	\$ 100.00
II. DRIVEWAY GATES Manufacturer - Stephens Pipe and Steel			
11	3 FT x 10 FT	(9 GA)	\$ 100.00
12	3.5 FT x 10 FT	(9 GA)	\$ 100.00
13	4 FT x 10 FT	(9 GA)	\$ 100.00
14	6 FT x 10 FT	(9 GA)	\$ 100.00
15	8 FT x 10 FT	(9 GA)	\$ 100.00
16	10 FT x 10 FT	(9 GA)	\$ 100.00
17	3 FT x 12 FT	(9 GA)	\$ 100.00
18	3.5 FT x 12 FT	(9 GA)	\$ 100.00
19	4 FT x 12 FT	(9 GA)	\$ 100.00
20	6 FT x 12 FT	(9 GA)	\$ 100.00
21	8 FT x 12 FT	(9 GA)	\$ 100.00
22	10 FT x 12 FT	(9 GA)	\$ 100.00
23	10 FT x 12 FT	(9 GA)	\$ 100.00
Total for Section D. Thermally Fused Vinyl Fabric Gate			\$ 2,000.00

Manufacturer - Stephens Pipe and Steel

E. SPLIT RAIL FENCE WITH DIRECT BURY POST (PRICES INCLUDE ALL COSTS NECESSARY TO COMPLETE JOB)

#	DESCRIPTION	UNIT PRICE
TWO RAILS, 42" HIGH		
1	PER LINEAR FOOT	\$ 15.00
2	10 FT DRIVEWAY	\$ 25.00

#	DESCRIPTION	UNIT PRICE
3	42" PEDESTRIAN	\$ 25.00
THREE RAILS, 48" HIGH		
4	PER LINEAR FOOT	\$ 15.00
5	10 FT DRIVEWAY	\$ 25.00
6	42" PEDESTRIAN	\$ 25.00
7	CONCRETE FOOTING PER POST	\$ 5.00
Total for Section E. Split Rail Fence w/Bury Post		\$ 135.00

F. **STOCKADE FENCE (PRICES INCLUDE ALL COSTS NECESSARY TO COMPLETE JOB)**

#	DESCRIPTION	UNIT PRICE
1	STOCKADE 72" HIGH per linear ft.	\$ 20.00
2	GATES: 42" PEDESTRIAN	\$ 25.00
3	10' DRIVEWAY	\$ 25.00
Total for Section F. Stockade Fence		\$ 70.00

G. **SECURITY FENCING, BARBED WIRE (PRICES INCLUDE ALL COSTS NECESSARY FOR COMPLETE JOB)**

#	DESCRIPTION	UNIT PRICE
1	2½" X 1-5/8", 6 STRAND ARMS	\$ 1.00
2	2" X 1-5/8", 6 STRAND ARMS	\$ 1.00
3	ALUMINIZED BARBED WIRE PER LINEAR FT.	\$.10
Manufacturer - Stephens Plastics		\$ 2.10
Total for Section G. Security Fencing		\$ 2.10

H. **REPAIR PRICING** (to include all material, accessories, fittings, labor and all incidentals necessary for repair work for specified fencing).

1. PROVIDE AND INSTALL - (ALUMINIZED 2" STEEL MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	36" 9 GA	\$ 1.00	\$ 1.90	\$ 1.00	\$ 1.00	\$.10	\$ 5.00
2	42" 9 GA	\$ 1.00	\$ 1.90	\$ 1.00	\$ 1.00	\$.10	\$ 5.00
3	48" 9 GA	\$ 4.00	\$ 1.90	\$ 3.00	\$ 3.00	\$.10	\$ 12.00

4	72" 9 GA	\$ 5.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 15.00
5	92" 9 GA	\$ 6.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 16.00
6	120" 9 GA	\$ 7.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 17.00
7	96" 6 GA	\$ 6.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 16.00
8	120" 6 GA	\$ 8.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 18.00
9	144" 6 GA	\$ 8.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 18.00
10	144" 9 GA	\$ 8.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 18.00

2. PROVIDE AND INSTALL - (ALUMINIZED 1 3/4" STEEL MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	120" 9 GA	\$ 2.00	\$ 1.90	\$ 3.00	\$ 3.00	\$.10	\$ 10.00
2	120" 11 GA	\$ 2.00	\$ 1.90	\$ 3.00	\$ 3.00	\$.10	\$ 10.00

3. PROVIDE AND INSTALL - (THERMALLY FUSED VINYL 2" MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	36" 9 GA	\$ 1.00	\$ 1.90	\$ 1.00	\$ 1.00	\$.10	\$ 5.00
2	42" 9 GA	\$ 1.00	\$ 1.90	\$ 1.00	\$ 1.00	\$.10	\$ 5.00
3	36" 9 GA	\$ 4.00	\$ 1.90	\$ 3.00	\$ 3.00	\$.10	\$ 12.00
4	42" 9 GA	\$ 4.00	\$ 1.90	\$ 3.00	\$ 3.00	\$.10	\$ 12.00
5	48" 9 GA	\$ 4.00	\$ 1.90	\$ 3.00	\$ 3.00	\$.10	\$ 12.00
6	72" 9 GA	\$ 5.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 15.00
7	92" 9 GA	\$ 6.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 16.00
8	120" 9 GA	\$ 7.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 17.00

4. PROVIDE AND INSTALL - (THERMALLY FUSED VINYL 1 3/4" MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	120" 9 GA	\$ 7.00	\$ 1.90	\$ 4.00	\$ 4.00	\$.10	\$ 17.00
Total for Section H. Repair Pricing							\$ 271.00

I. PROVIDE AND INSTALL BACKSTOPS

#	DESCRIPTION	UNIT PRICE
1	8 FT X 8 FT. 8 FT. BACKSTOP WITH NO HOOD	\$ <u>250.00</u>
2	10 FT. X 10 FT. X 10 FT. BACKSTOP	\$ <u>500.00</u>
3	10 FEET HIGH WITH 6 FT. HOOD	\$ <u>500.00</u>
4	16 FT. X 16 FT. X 16 FT. BACKSTOP	\$ <u>1,000.00</u>
5	12 FEET HIGH WITH 8 FT. HOOD	\$ <u>5,500.00</u>
6	24 FT. X 16 FT. X 24 FT. BACKSTOP	\$ <u>1000.00</u>
7	16 FEET HIGH WITH 10 FT. HOOD	\$ <u>7,500.00</u>
Total for Section I. Backstops		\$ <u>16,250.00</u>

- J. GUARDRAIL PER VDOT SPECIFICATIONS (WITHIN ARLINGTON COUNTY): Note – Bid Prices shall cover the use of either weathering or non-weathering steel guardrail products, site preparation, removal and disposal of existing guardrail. All items listed below are maintenance-related work. Bidders Bid Prices shall include mobilization, maintenance of traffic, traffic control plans, and all related incidentals necessary to be complete-in-place.

#	DESCRIPTION	UNIT PRICE
REMOVAL CHARGES: Manufacturer - Gregory Industries		
1	WOOD OR STEEL GUARDRAIL POST	\$ <u>1.00</u>
2	OFFSET BLOCKS	\$ <u>1.00</u>
3	GUARDRAIL BEAM	\$ <u>1.00</u>
4	RADIAL BEAM	\$ <u>1.00</u>
5	11" RADIUS SECTION OR FLARED END	\$ <u>1.00</u>
INSTALLATION CHARGES: Manufacturer - Gregory Industries		
6	GALVANIZED STEEL POSTS	\$ <u>50.00</u>
7	WOOD POSTS	\$ <u>1.00</u>
8	WEATHERING STEEL POSTS	\$ <u>1.00</u>
9	WOOD OR STEEL OFFSET BLOCKS	\$ <u>1.00</u>
10	GALVANIZED STEEL GUARDRAIL BEA	\$ <u>400.00</u>
11	GALVANIZED STEEL RADIAL GUARDRAIL BEAM	\$ <u>400.00</u>

#	DESCRIPTION	UNIT PRICE
12	WEATHERING STEEL GUARDRAIL BEAM	\$ 1.00
13	WEATHERING STEEL RADIAL GUARDRAIL BEAM	\$ 1.00
14	11" GALVANIZED RADIUS TERMINUS SECTION	\$ 1.00
15	11" WEATHERING STEEL RADIUS TERMINAL SECTION	\$ 1.00
17	MINIMUM ORDER CHARGE FOR SMALL JOBS WHICH COVERS ALL COSTS OF ANY REMOVAL, REPAIRS, AND MOBILIZATION.	\$ 1.00 / Lump Sum
Manufacturer - Gregory Industries Total for Section J. Guardrail per VDOT		\$ 863.00

K. THE SPECIFIED ITEMS PICKET FENCE (PRICES SHALL INCLUDE ALL COSTS NECESSARY TO COMPLETE JOB.)

#	DESCRIPTION	PRICE
1	42" HIGH per Linear Ft.	\$ 20.00
2	72" HIGH per Linear Ft.	\$ 20.00
3	GATES: 42" PEDESTRIAN - 10' DRIVEWAY per Linear Ft.	\$ 20.00
Total for Section K. Picket Fence		\$ 60.00

L. BOARD ON BOARD (SHADOW BOX) (PRICES SHALL INCLUDE ALL NECESSARY COSTS TO COMPLETE JOB)

#	DESCRIPTION	PRICE
1	42" HIGH per linear Ft.	\$ 10.00
Total for Section L. Board on Board		\$ 10.00

M. NET PRICING

#	DESCRIPTION	PRICE
1	10' HIGH per Linear Ft.	\$ 20.00
2	20' HIGH per Linear Ft.	\$ 30.00
3	30' HIGH per Linear Ft.	\$ 40.00
4	40' HIGH per Linear Ft.	\$ 50.00
5	50' HIGH per Linear Ft.	\$ 100.00
Total for Section M. Net		\$ 240.00

N. NET POSTS AND HARDWARE PRICING

#	DESCRIPTION	PRICE
1	POST AND HARDWARE FOR 10' HIGH NETTING	\$ <u>10.00</u>
2	POST AND HARDWARE FOR 20' HIGH NETTING	\$ <u>10.00</u>
3	POST AND HARDWARE FOR 30' HIGH NETTING	\$ <u>20.00</u>
4	POST AND HARDWARE FOR 40' HIGH NETTING	\$ <u>50.00</u>
5	POST AND HARDWARE FOR 50' HIGH NETTING	\$ <u>100.00</u>
Total for Section N. Net Posts and Hardware		\$ <u>190.00</u>

O. FOOTING PRICING

#	DESCRIPTION	PRICE
1	FOOTING FOR 10' HIGH NETTING 12" x 48	\$ <u>10.00</u>
2	FOOTING FOR 20' HIGH NETTING 24" x 48	\$ <u>10.00</u>
3	FOOTING FOR 30' HIGH NETTING 24" x 60"	\$ <u>40.00</u>
4	FOOTING FOR 40' HIGH NETTING 24" x 60"	\$ <u>100.00</u>
5	FOOTING FOR 50' HIGH NETTING 24" x 60"	\$ <u>100.00</u>
Total for Section O. Footing		\$ <u>260.00</u>

P. REPAIR WORK (HOURLY)

#	DESCRIPTION	EST. QTY	HOURLY RATE
1	COST FOR REPAIR WORK	500	\$ <u>60.00</u>
2	CORE DRILLING, WELDING, STRAIGHTENING, ALIGNING	200	\$ <u>60.00</u>
3	EQUIPMENT CHARGE FOR CORE DRILLING OR WELDING	200	\$ <u>10.00</u>
4	COMPLETELY REMOVE AND LEGALLY DISPOSE OF EXISTING FENCE, ANY TYPE, INCLUDING ALL FOOTERS	500	\$ <u>5.00</u>
Total for Section P. Repair Work			\$ <u>135.00</u>
5	INDICATE SIZE OF CREW SENT FOR REPAIR, STRAIGHTENING OR ALIGNING JOBS:		<u>2</u> PERSONS

BIDDER NAME: Long Fence Company