



# County of Spotsylvania Procurement Division

8800 Courthouse Road (P.O. Box 215)  
Spotsylvania, VA 22553  
Ph. 540/507-7586 Fax 540/582-6304

# PURCHASE ORDER

**P.O. NUMBER 19105**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES  
NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS

To: **Hercules Fence Company, Inc.**  
8194 Euclid Court  
Manassas Park, VA 20111

Ship To: **Spotsylvania County Parks & Recreation**  
10910 Leavells Road  
Fredericksburg, VA 22407

Attn: Noah Klebanoff – [Noah@herculesfence.com](mailto:Noah@herculesfence.com)

Attn: Darrell Holladay (540) 507-7528

		SHIP VIA		F.O.B. POINT	TERMS	
February 13, 2019				Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION			UNIT PRICE	TOTAL
In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Company, Inc.	In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Company, Inc.	Provide services and materials to complete the Fence Replacement Services project for Chewning Park, 13013 Post Oak Road, Spotsylvania, VA 22551 for Spotsylvania County Parks & Recreation Department.  <u>Contract documents consist of:</u>  1. Spotsylvania County Purchase Order #19105 dated February 13, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated January 19, 2018;  2. County of Spotsylvania Virginia Invitation for Bid (IFB) #19-17-EG Fence Replacement Services dated December 5, 2018;  3. Attachment B Bid Form, IFB #19-17-EG, Fence Replacement Services submitted by Hercules Fence Company, Inc. signed and dated on December 17, 2018.   <b>Coordinate Project with Darrell Holladay, Project Manager for Parks and Recreation Department. @ 540-507-7528</b>			\$38,600.00	\$38,600.00
					TOTAL	\$38,600.00

If there are any questions concerning this purchase order, please contact Elaine Guinn – Spotsylvania County Procurement Division. Ph. 540/507-7599.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.

5. **Send all invoices to:**

County of Spotsylvania Parks & Recreation Department  
10910 Leavells Road  
Fredericksburg, VA 22407

6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

**FOR OFFICIAL USE ONLY**

Requisitioning Department: Parks & Recreation

Requisitioner: Darrell Holladay

Mark B. Taylor  
County Administrator

*Julia Anne Weiner*  
County Attorney

1-25-19

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



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# PURCHASE ORDER

**P.O. NUMBER 19106**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES  
NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS

**To: Hercules Fence Company, Inc.**  
**8194 Euclid Court**  
**Manassas Park, VA 20111**

**Ship To: Spotsylvania County Parks & Recreation**  
**10910 Leavells Road**  
**Fredericksburg, VA 22407**

Attn: Noah Klebanoff – [Noah@herculesfence.com](mailto:Noah@herculesfence.com)

Attn: Darrell Holladay (540) 507-7528

		SHIP VIA	F.O.B. POINT	TERMS	
February 13, 2019			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Company, Inc.	In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Company, Inc.	Provide services and materials to complete the Fence Replacement Services project for Cosner Park, 1 H.C.C. Drive, Fredericksburg VA 22407 for Spotsylvania County Parks & Recreation Department.  <b>Contract documents consist of:</b>  1. Spotsylvania County Purchase Order #19106 dated February 13, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated January 19, 2018; 2. County of Spotsylvania Virginia Invitation for Bid (IFB) #19-17-EG Fence Replacement Services dated December 5, 2018; 3. Attachment B Bid Form, IFB #19-17-EG, Fence Replacement Services submitted by Hercules Fence Company, Inc. signed and dated on December 17, 2018.  <b>Coordinate Project with Darrell Holladay, Project Manager for Parks and Recreation Department. @ 540-507-7528</b>		\$51,930.00	<b>\$51,930.00</b>
TOTAL					<b>\$51,930.00</b>

If there are any questions concerning this purchase order, please contact Elaine Guinn – Spotsylvania County Procurement Division. Ph. 540/507-7599.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. **Send all invoices to:**

**County of Spotsylvania Parks & Recreation Department**  
**10910 Leavells Road**  
**Fredericksburg, VA 22407**

6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

**FOR OFFICIAL USE ONLY**

**Requisitioning Department:** Parks & Recreation

**Requisitioner:** Darrell Holladay

Mark B. Taylor  
County Administrator

*Shelia Jane Weimer* 1-25-19  
County Attorney

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# PURCHASE ORDER

**P.O. NUMBER 19107**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES  
NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS

**To: Hercules Fence Company, Inc.**  
**8194 Euclid Court**  
**Manassas Park, VA 20111**

**Ship To: Spotsylvania County Parks & Recreation**  
**10910 Leavells Road**  
**Fredericksburg, VA 22407**

Attn: Noah Klebanoff – [Noah@herculesfence.com](mailto:Noah@herculesfence.com)

Attn: Darrell Holladay (540) 507-7528

		SHIP VIA	F.O.B. POINT	TERMS	
February 13, 2019			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Compay, Inc.	In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Company, Inc.	Provide services and materials to complete the Fence Replacement Services project for Lee Hill Park, 9910 Lee Hill Park Road, Fredericksburg, VA 22408 for Spotsylvania County Parks & Recreation Department.  <u>Contract documents consist of:</u>  1. Spotsylvania County Purchase Order #19107 dated February 13, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated January 19, 2018;  2. County of Spotsylvania Virginia Invitation for Bid (IFB) #19-17-EG Fence Replacement Services dated December 5, 2018;  3. Attachment B Bid Form, IFB #19-17-EG, Fence Replacement Services submitted by Hercules Fence Company, Inc. signed and dated on December 17, 2018.  <b>Coordinate Project with Darrell Holladay, Project Manager for Parks and Recreation Department. @ 540-507-7528</b>		\$52,500.00	\$52,500.00
TOTAL					\$52,500.00

If there are any questions concerning this purchase order, please contact Elaine Guinn – Spotsylvania County Procurement Division. Ph. 540/507-7599.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. **Send all invoices to:**  
County of Spotsylvania Parks & Recreation Department  
10910 Leavells Road  
Fredericksburg, VA 22407
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

**FOR OFFICIAL USE ONLY**

**Requisitioning Department:** Parks & Recreation

Requisitioner: Darrell Holladay

Mark B. Taylor  
County Administrator

*Shelia Jane Weiner* 1-25-19  
County Attorney  
*Senior Assistant*

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# PURCHASE ORDER

**P.O. NUMBER 19108**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

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VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES  
NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS

**To: Hercules Fence Company, Inc.**  
**8194 Euclid Court**  
**Manassas Park, VA 20111**

**Ship To: Spotsylvania County Parks & Recreation**  
**10910 Leavells Road**  
**Fredericksburg, VA 22407**

Attn: Noah Klebanoff – [Noah@herculesfence.com](mailto:Noah@herculesfence.com)

Attn: Darrell Holladay (540) 507-7528

		SHIP VIA	F.O.B. POINT	TERMS	
February 13, 2019			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Compay, Inc.	In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Company, Inc.	Provide services and materials to complete the Fence Replacement Services project for Legion Complex, 8802 Courthouse Road, Spotsylvania, VA 22553 for Spotsylvania County Parks & Recreation Department.  <u>Contract documents consist of:</u>  1. Spotsylvania County Purchase Order #19108 dated February 13, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated January 19, 2018;  2. County of Spotsylvania Virginia Invitation for Bid (IFB) #19-17-EG Fence Replacement Services dated December 5, 2018;  3. Attachment B Bid Form, IFB #19-17-EG, Fence Replacement Services submitted by Hercules Fence Company, Inc. signed and dated on December 17, 2018.  <b>Coordinate Project with Darrell Holladay, Project Manager for Parks and Recreation Department. @ 540-507-7528</b>		\$78,640.00	\$78,640.00
TOTAL					\$78,640.00

If there are any questions concerning this purchase order, please contact Elaine Guinn – Spotsylvania County Procurement Division. Ph. 540/507-7599.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. **Send all invoices to:**

**County of Spotsylvania Parks & Recreation Department**  
**10910 Leavells Road**  
**Fredericksburg, VA 22407**

6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

#### FOR OFFICIAL USE ONLY

**Requisitioning Department:** Parks & Recreation

**Requisitioner:** Darrell Holladay

Mark B. Taylor  
County Administrator

*Shelia Sue Weiner* 1-25-19  
County Attorney  
*Senior Assistant*

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# PURCHASE ORDER

**P.O. NUMBER 19109**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES  
NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS

**To: Hercules Fence Company, Inc.**  
**8194 Euclid Court**  
**Manassas Park, VA 20111**

**Ship To: Spotsylvania County Parks & Recreation**  
**10910 Leavells Road**  
**Fredericksburg, VA 22407**

Attn: Noah Klebanoff – [Noah@herculesfence.com](mailto:Noah@herculesfence.com)

Attn: Darrell Holladay (540) 507-7528

		SHIP VIA	F.O.B. POINT	TERMS	
February 13, 2019			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Compay, Inc.	In accordance with IFB #19-17-EG - Bid Form signed & dated 12/17/18 by Hercules Fence Company, Inc.	Provide services and materials to complete the Fence Replacement Services project for Marshall Park,8525 Courthouse Road, Spotsylvania, VA 22553 for Spotsylvania County Parks & Recreation Department.  <u>Contract documents consist of:</u>  1. Spotsylvania County Purchase Order #19109 dated February 13, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated January 19, 2018; 2. County of Spotsylvania Virginia Invitation for Bid (IFB) #19-17-EG Fence Replacement Services dated December 5, 2018; 3. Attachment B Bid Form, IFB #19-17-EG, Fence Replacement Services submitted by Hercules Fence Company, Inc. signed and dated on December 17, 2018.  Coordinate Project with Darrell Holladay, Project Manager for Parks and Recreation Department. @ 540-507-7528		\$18,000.00	\$18,000.00
TOTAL					\$18,000.00

If there are any questions concerning this purchase order, please contact Elaine Guinn – Spotsylvania County Procurement Division. Ph. 540/507-7599.

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. **Send all invoices to:**

County of Spotsylvania Parks & Recreation Department  
10910 Leavells Road  
Fredericksburg, VA 22407

6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

#### FOR OFFICIAL USE ONLY

**Requisitioning Department:** Parks & Recreation

Requisitioner: Darrell Holladay

Mark B. Taylor  
County Administrator

*Shelia J. Weiner* 1-25-19  
County Attorney  
*Senior Assistant*

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## SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
  - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
  - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
  - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
  - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

  - A. Worker's Compensation – Statutory requirements and benefits
  - B. Employers Liability - \$100,000
  - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
  - D. Automobile Liability \$1,000,000.
  - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
  - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
  - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.



9. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
  - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - C. 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
  - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
  - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
  - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
  - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
  - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at: <http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



**Attachment B  
Bid Form  
IFB #19-17-EG  
Fence Replacement Services**

(Please include any documentation of authority. For example, resolution of the board of directors, articles of incorporation, etc.)  
In compliance with this Invitation For Bid, Addenda's and to all the Terms and Conditions imposed therein and hereby incorporated by reference, the authorized undersigned offers and agrees to furnish the goods/services at the price(s) indicated on the Bid Form, in accordance with this Signed Bid Form.

**The signer of this Bid Form must be an authorized officer of the company.**

Name and Address of Firm:

Date: 12/17/2018  
By: Noah Kiebasoft  
(Signature In Ink)  
Name: Noah Kiebasoft  
(Please Print)  
Title: Estimator  
E-mail: Noah@herculesfence.com

EIN: 54-0836812

Phone: (703) 551-2609 Fax: (703) 361-2127

If Corporation or LLC, list State of Incorporation or Corporation: Virginia

Contractors License Number: 2701 010653-A

Commonwealth of Virginia State Corporation Commission Number: 01157692

**(ATTACH A COPY OF YOUR STATE CORPORATION COMMISSION CERTIFICATE AND A LIST OF OFFICERS)**

D-U-N-S Number: 04-333-9548

The named party hereby submits a Bid in response to this Spotsylvania County IFB to furnish construction services and materials as described in the Specifications and bid form to this IFB. The entire bid form, including Response Statement, license certifications, and any supplemental materials required to be provided by the bidder pursuant to the terms and conditions of the IFB, constitute the entire bid submission.

The party hereby certifies that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Spotsylvania County or any person interested in the proposed contract.

The party submitting the forgoing bid acknowledges the provisions, terms and conditions of this IFB including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this IFB is correct and true.

**Receipt of the following Addenda are acknowledged: N/A**

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

**(RETURN THIS FORM)**





**Attachment B  
Bid Form  
IFB #19-17-EG  
Fence Replacement Services**

Response Statement

This Response Form is to be completed by the Bidder to more specifically describe and define the proposed services. Any deviations from the IFB drawings shall be stated on this form or attached to this form.

1. Item Description

**Fence Replacement Services**

Do as told per Contract

2. Deviations from IFB Specification

None

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #19-17-EG

Signature: Noah Klebenoff Name of Firm: Noah Klebenoff

**(RETURN THIS FORM)**



**Attachment B  
Bid Form  
IFB #19-17-EG**

**Fence Replacement Services**

A list of 3 References for which the Contractor has provided similar work over the last 5 years similar in Scope to that which is described herein shall be provided with the Bid Package. **Spotsylvania County cannot be listed as a reference.**

**Please list references below:**

Company Name: Kee Construction  
Address: 425 W Jubal Early Dr. H104  
Winchester VA 22601  
Phone Number: 540-723-0585  
Email Contact: \_\_\_\_\_  
Project Name: Smithsonian Institute  
Location Address: \_\_\_\_\_  
Additional Information: \_\_\_\_\_

Company Name: TMA Construction  
Address: 2300 9th St. S M-1  
Arlington VA 22204  
Phone Number: 757 333 2497  
Email Contact: Nick Heller  
Project Name: Core site VA  
Location Address: Reston VA  
Additional Information: \_\_\_\_\_

Company Name: DPR Construction Co. A General Partnership  
Address: 8008 Webster's Dr. McLean  
VA 22102  
Phone Number: 703-288-9378  
Email Contact: Stephen Tolbert  
Project Name: Mineral Gap Data Center  
Location Address: Wise, VA  
Additional Information: \_\_\_\_\_

**Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #19-17-EG**

Signature: [Signature] Name of Firm: Hercules Fence

**(RETURN THIS FORM)**





**Attachment B  
Bid Form  
IFB #19-17-EG  
Fence Replacement Services**

SUBCONTRACTOR IDENTIFICATION SHEET

N/A

Bidder proposes to use the following Subcontractors who will perform work on this project.

Name of Firm, Address, and Contact Person By Subcontractor	Work to be Performed by Subcontractor	Value of work to be completed

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #19-17-EG

Signature: Neuh Klemp Name of Firm: Hercules Fence Company

**(RETURN THIS FORM)**



**Attachment B  
Bid Form  
IFB #19-17-EG  
Fence Replacement Services**

Provide services to complete the Fence Replacement Services as described and contained in this IFB #19-17-EG. The contractor shall perform all construction activities and provide all construction management, necessary tools, equipment, materials, fuel, insurance, personnel, and supervision to complete the project at the direction of Spotsylvania County and follow accordingly all federal, state and local regulations.

Spotsylvania County intends to award on the basis of the lowest responsive and responsible bidder(s) for each Park identified in Item 1, Item 2, Item 3, Item 4, and Item 5 on the bid form. Spotsylvania County reserves the right to award to more than one bidder.

**BIDDERS MAY SUBMIT A BID ON ONE OR ALL OF THE FOLLOWING ITEMS:**

<b>ITEM 1: CHEWNING PARK</b>	<b>BID PRICE</b>
1. Baseball Field # 1 - complete demo & replacement.	\$ 18,800.00
2. Baseball Field # 2 - complete demo & replacement.	\$ 19,800.00
<b>TOTAL BID PRICE – CHEWNING PARK</b>	\$ 38,600.00

<b>ITEM 2: COSNER PARK</b>	<b>BID PRICE</b>
1. Baseball Field # 1 - complete demo & replacement.	\$ 9,700.00
2. Baseball Field # 2 - complete demo & replacement.	\$ 9,700.00
3. Tennis Courts - complete demo & replacement.	\$ 16,685.00
4. Fence along entire river bank - complete demo & replacement.	\$ 12,000.00
5. All split rail fencing around the community building - complete demo & replacement (no specification included but shall be 2 rail fence).	\$ 3,845.00
<b>TOTAL BID PRICE – COSNER PARK</b>	\$ 51,930.00

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #19-17-EG

Signature: Nash Kellogg

Name of Firm: M Hercules Fence

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**ITEM 3: LEE HILL PARK****BID PRICE**

1. Baseball Field # 1 - complete demo & replacement - reinstall fencing with a true outfield arc, not as currently exists.	\$ 17,500.00
2. Baseball Field # 2 - complete demo & replacement.	\$ 18,500.00
3. Property line fence between Park and trailer court complete demo & replacement, fencing begins behind building at the Park gate near the convenience site to the rear of the property. The fence shall also have privacy slats installed along the entire length of the chain link portion. A portion of this fence is currently board fencing and shall be reinstalled with complete new posts, framing and fence boards in the same type and style board fencing behind the building, as it currently exists.	\$ 16,500.00
<b>TOTAL BID PRICE - LEE HILL PARK</b>	\$ 52,500

**ITEM 4: LEGION COMPLEX****BID PRICE**

1. Baseball Field / Stadium Fence - complete demo & replacement - Also includes extending current back stop height beyond each dugout to where the fence height steps down from 8' height along the right and left field lines from backstop (see photo included). The left field fence shall be re-installed at 8' height continuously to the location of the flag pole, note fence is to be reinstalled in a straight line the flag pole, note fence is to be reinstalled in a straight line from the left field gate to the flag pole as shown on overhead at which point it shall step down to 4' in height for the remainder of the stadium area fencing.	\$ 26,130.00
2. Softball Field - complete demo & replacement	\$ 13,510.00
3. Property line fence on the southern property line, new fence to include two (2) 4' gated openings (not currently part of existing fence) one each located approximately 90' each direction from the metal building located along this section of fence - complete demo & replacement.	\$ 39,000
4. Property Line fence located beyond the softball field outfield fence for the full length as currently exists - complete demo & replacement.	
<b>TOTAL BID PRICE - LEGION COMPLEX</b>	\$ 78,640.00

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #19-17-EG

Signature: Wesley Hilly Name of Firm: Hercules Fence Company**(RETURN THIS FORM)**

**ITEM 5: MARSHALL PARK****BID PRICE**

1. Property line fence on the southern property line - complete demo and replacement (adjacent to Marshall Park Lane)	\$ \$ 11,000.00
2. Fence along southern edge of the parking lot (the location of this fence will change slightly upon new installation due to reconfiguration of parking lot prior to this work being completed) new location is shown in black marker on overhead and includes 2 - 4' swing gates not part of the existing configuration for this portion of fencing.	\$ \$ 7,000.00
<b>TOTAL BID PRICE – MARSHALL PARK</b>	\$ \$ 18,000.00

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB #19-17-EG

Signature: Norah Riley Name of Firm: Hercules Fence

**(RETURN THIS FORM)**





**"Security in Every  
Job"**

RESIDENTIAL  
COMMERCIAL  
HIGH SECURITY

**Hercules Fence Officer's List**

Jay Klebanoff, Chief Executive Officer

Evan S. Winston, President

Louis Jason, Vice President

Kathy Gianquitto, Chief Financial Officer

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11074 Air Park  
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Ashland, Virginia  
23005  
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**Maryland**  
8580 Mission Road  
Jessup, Maryland  
20794  
410-799-1555  
Fax 410-799-0008

# Commonwealth of Virginia



## State Corporation Commission

### *CERTIFICATE OF GOOD STANDING*

*I Certify the Following from the Records of the Commission:*

That HERCULES FENCE COMPANY, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is March 27, 1968;

That the period of its duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
December 18, 2018*

*Joel H. Peck*

*Joel H. Peck, Clerk of the Commission*