

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

Department of Finance, Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3208

NOTICE OF AWARD

Contract No. 25-059-C-S

On-Call As Needed Small Construction and Trade Services
June 13, 2025

Contracts are hereby awarded under IFB 25-059-C-S to the below listed Vendors at prices and terms as negotiated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, and other stipulations, if any.

Firm Name	Trade Service Area(s) Awarded
ABM Building Services	Electrical, HAVAC, Lighting, Mechanical, Metal Fabrication, Welding
Security Corp. of Virginia dba American Security & Control	Security and Patrol services, including fire watch for construction and renovation projects
CCA Floors & Interiors	Cost estimating, Flooring installation/refinishing, Tile and grout work
Citadel Development LLC dba Citadel DBD	Cost estimating, Drywall installation/finishing, General construction, Painting
Dade Star Group, LLC	Concrete work, Drywall installation/finishing, General construction, Masonry, Painting
Demolition Services, Inc.	Demolition
Fairfield Enterprise, LLC	Asbestos remediation, Asphalt repair, Casework/millwork, Concrete work, Cost estimating, Demolition, Disaster recover, Drywall installation/finishing, Electrical, Excavation/grading, Exterior waterproofing, Fencing, Flooring installation/refinishing, General construction, Guttering, HVAC, Lighting, Locks and repairs, Insulation services, Masonry, Mechanical, Metal fabrication, Mold remediation, Painting, Plumbing, Roofing, Tile and grout work, Water mitigation, Window and door repair/replacement
Genesis Construction	Concrete work, Cost estimating, Drywall installation/finishing, Electrical, Flooring installation/refinishing, General construction, Guttering, Insulation services, Masonry, Metal fabrication, Mold remediation, Painting, Plumbing, Roofing, Tile and grout work, Water mitigation, Welding, Window and door, Snow removal
M&F Concrete	Concrete work

S-Works Construction Corporation	Asbestos remediation, Asphalt repair, Casework/millwork, Concrete work, Cost estimating, Demolition, Disaster recover, Drywall installation/finishing, Electrical, Excavation/grading, Exterior waterproofing, Fencing, Flooring installation/refinishing, General construction, Guttering, HVAC, Lighting, Locks and repairs, Insulation services, Masonry, Mechanical, Metal fabrication, Mold remediation, Painting, Plumbing, Roofing, Tile and grout work, Water mitigation, Window and door repair/replacement
Tech Painting Company, Inc. dba School Facility Services	General construction
Underpressure, Inc.	Kitchen exhaust and hood cleaning; deep cleaning of kitchen floors and appliances
Wilhelm Mech., LLC dba Vern's Plumbing	Plumbing

Bid Responses Dated: May 16, 2025

Contract Period: Contract execution to May 31, 2026 with three (3) additional one-year renewals upon mutual agreement between the parties.



Kristen Hylton
Procurement Manager



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:		Contact Name:	
Mailing Address:		Title:	
Remit Address:		Phone:	
FEIN #:		Fax:	
VA SCC ID#*:		Email:	

II. Company Classification

Principal place of business located in (state)		State of incorporation	
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III. Check one:

Sole Prop.		Limited Liability Corporation	
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation			

IV. Check all that apply:

Small		Minority Owned	
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:	
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	
Printed Name:		Title:	

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION HEADING</u>
	SOLICITATION RESPONSE FORM
1	PURPOSE
2	PRE-BID CONFERENCE
3	QUESTIONS AND COMMUNICATIONS
4	BACKGROUND
5	STATEMENT OF NEEDS
6	SUBMISSION OF BIDS
7	INSURANCE
8	VIRGINIA STATE CORPORATION COMMISSION
	GENERAL TERMS AND CONDITIONS
	*INSURANCE CHECKLIST
	*PROPRIETARY INFORMATION FORM
	*EXCEPTIONS TO IFB FORM
	*CONTRACTOR DATA SHEET
	*PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA (SCC FORM)
	*CERTIFICATION NO CRIMES AGAINST CHILDREN
	IFB BID

*Indicates forms that must be returned with your response.

1.0 **PURPOSE:**

The purpose and intent of this solicitation is to obtain the services of a qualified firm(s) or consultant to perform the full scope of work provided in the Statement of Needs (Attachment A to this IFB).

This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division, for the Finance Department on behalf of Fauquier County and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein after referred to for convenience as "Owner".

For ease of reference, each organization submitting a response to the Invitation for Bid will hereinafter be referred to as an "Offeror". An Offeror whose bid would result in a formal agreement will hereinafter be referred to as "Contractor".

The contents of the bid submitted by the successful Offeror, this IFB and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Firm will be required to sign a contract with the Owner.

2.0 **PRE-BID CONFERENCE:**

A pre-bid conference, if applicable to this IFB, will be held at the time and date indicated on the Cover page of this IFB. Any pre-bid conference indicated as 'Mandatory' on the cover page will require attendance by a member of any potential Offeror in order to be considered for award.

If a pre-bid conference is not indicated as mandatory, it is not required to attend, however the purpose of the conference is to give Offerors an opportunity to ask questions and obtain clarification about any aspect of this IFB.

If the cover page indicated 'N/A' for a pre-bid conference date/time, none will be held.

3.0 **QUESTIONS AND COMMUNICATIONS:**

All contact between Offerors and the County with respect to this solicitation will be formally held at scheduled meetings or in writing through the Purchasing Department. **Questions concerning this solicitation are due by the deadline for questions shown on the cover page. Questions submitted after the deadline will not be answered,** Misinterpretation of specifications shall not relieve the Contractor(s) of responsibility to perform. Substantive questions must be submitted in writing via mail, express mail, e-mail, fax, etc., to the County Purchasing Department, by the deadline on the cover page. All properly submitted substantive questions will be responded to in writing, in the form of an Addendum to the solicitation. Failure to submit questions or to otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Offeror/Contractor.

Communications between prospective Offerors, their agents and/or representatives and any member of the County other than as authorized herein, concerning this solicitation are prohibited. In any event and in all circumstances, unauthorized communications cannot be relied upon

Addenda to the IFB

The County reserves the right to amend this solicitation at any time prior to the deadline for submitting bids. If it becomes necessary to revise any part of this solicitation, notice of the revision will be given in the form of a written Addendum that will be provided to all prospective Offerors who are on record with the Purchasing Department as having received this solicitation. Addenda will be distributed within a reasonable time to allow Offerors to consider them in preparing their bids. If in the opinion of the Purchasing Manager, the deadline for receipt of bids does not allow sufficient time; the deadline shall be extended. Acknowledge your receipt and

compliance with the Addenda by noting it in the space provided on the Solicitation Response Form (Attachment B). Failure to acknowledge receipt of an Addendum may result in rejection of the bid.

4.0 BACKGROUND:

Fauquier County is located in the north-central Piedmont region of Virginia, approximately 40 miles southwest of Washington, D.C. and 95 miles northwest of Richmond, Virginia. The county encompasses a land area of approximately 660 square miles. Due to its proximity to Washington, D.C., the county has experienced consistent population growth rates over the past ten years. The estimated 2023 population is 75,165 residents. The Fauquier County Public School System consists of three (3) high schools, four (4) middle schools, eleven (11) elementary schools and one (1) alternative school. Student enrollment for the 2022-2023 school year was 10,839 students. Despite population growth, the county remains primarily rural in nature.

5.0 STATEMENT OF NEEDS:

See **Attachment A** of this IFB providing the following sections if applicable:

- Statement of Needs/Scope of Work
- Owner Responsibilities
- Specific Bid Requirements
- Offeror Qualifications
- Evaluation and Award Criteria
- Contract Term
- Contract Administration
- Any special or supplemental terms and conditions

6.0 SUBMISSION OF BIDS:

6.1 General Requirements:

Offerors may submit bids electronically through Bonfire or by delivering/ mailing hard copy bids to the Procurement Office. Whether electronic or hard copy, bids must be received by the due date and time or the bids shall not be accepted.

Offerors are cautioned to not submit both electronic and hard copy bids. If both types of bids are received, Procurement will open only the first bid received and the second shall be deemed nonresponsive and will not be considered for award.

The following general information is provided and shall be carefully followed by all Offerors to ensure that bids are properly prepared.

- A. Each Offeror must furnish all information required by the IFB. Bids signed by an agent of the corporation must be accompanied by evidence of his or her authority to bind the corporation to the terms and conditions of this solicitation. In order to be considered for selection, Offerors must submit a complete response to this IFB. All bids must be submitted via Bonfire to the Procurement Division by the date and time noted. The Offeror shall make no other distribution of the bid.
- B. The County reserves the right to conduct discussions with qualified Offerors in any manner necessary to serve the best interest of the County.

6.2 Duration of Bids

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made, or proper Notice is given to the

County of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

6.3 Bid Organization

Bids should be organized in the order in which the requirements are presented. Those requirements are listed in Attachment A to this IFB. All pages of the bid should be numbered. Each paragraph in the bid should reference the paragraph number of the corresponding section of the IFB. It is also helpful to cite the paragraph number and repeat the text of the requirement as it appears in the IFB. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The bid should contain a table of contents, which cross-references the IFB requirements.

Information which the offeror desires to present that does not fall within any of the requirements of the IFB should be inserted at an appropriate place or be attached at the end of the bid and designated as additional material. Bids that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the IFB requirements are specifically addressed. The Offeror's Bid should provide all the information that it considers pertinent to its qualifications for the project, and which respond to the Statement of Needs described. *Failure to include any of the below listed bid elements may be considered grounds to deem the Bid non-responsive.*

6.4 Bid Preparation

6.4.1 An authorized representative of the Offeror shall sign bids. All information requested should be submitted. Failure to submit all information requested may result in the Owner requiring prompt submission of missing information and/or giving a lowered evaluation of the bid. Bids which are substantially incomplete or lack key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

6.4.2 Bids should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be placed on completeness and clarity of content.

6.4.3 In order to be considered for selection, Offerors must submit a complete response to the IFB. One (1) original via the <https://fauquiercounty.bonfirehub.com/>.

HARD COPY SUBMISSION OF BIDS:

6.5 Offerors must submit a complete response to the IFB. In order to be considered responsive, the required number of copies in the requested format (requirements provided as part of Attachment A) must be submitted, along with a flash drive containing the full original bid and, if applicable, a full redacted version.

All hard copy Bids shall be submitted in a sealed envelope or package with the following information on the outside of each such envelope or package:

From:

<hr/>	
<i>Name of Offeror</i>	<i>Due Date Time</i>
<hr/>	
<i>Street or Box Number</i>	<i>RFP No.</i>
<hr/>	
<i>City, State, Zip Code</i>	<i>RFP Title</i>

The envelope shall be labeled as directed above. If a Bid submission is not contained in an envelope or package and labeled as indicated above, the Offeror takes the risk that the envelope or package may be inadvertently opened, and the information compromised which may cause the Bid to be disqualified.

If Bid is being forwarded by mail or another mail service, the above marking information shall be duplicated on the outside of the mailing envelope or package as well as the interior sealed envelope or package containing the Bid.

Hard copy Bids shall be either hand delivered, express mailed, or mailed to:

**Fauquier County Procurement Office
320 Hospital Drive
Suite 23
Warrenton, Virginia 20186**

Offerors should allow adequate time for mail or express mail delivery. Package tracking is recommended. Bids not received by the due date and time shall not be considered and shall be returned unopened.

6.5.1 Bids received after the specified due date and time will not be considered for contract award and will be returned to the Offeror.

6.5.2 Facsimile Bids will not be accepted and will result in rejection of the Bid.

6.5.2 All information required by the solicitation should be supplied to constitute a responsive Bid. All information submitted including prices should be typed so as to insure legibility. However, the Offeror's signature should be handwritten in ink in order for the Bid to be considered.

6.5.3 All questions pertaining to this solicitation must be received by the Deadline for Questions as shown on the cover page of this solicitation. All questions received by the Deadline for Questions will be answered via written addendum and will be posted on the Bonfire portal.

6.5.4 It is the responsibility of the Offeror to monitor for issued addenda and provide acknowledge of all addenda on the Solicitation Response Form, where noted.

6.5.5 Bids by corporations must be executed in the corporate name by the president or vice-president (other corporate officers may be required to provide evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.

6.5.6 Bids by partnerships must be executed in the partnership name and signed by a partner or other authorized person, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

6.5.7 All names must be typed or printed above the signature.

ELECTRONIC SUBMISSION OF BIDS

6.5.8 In lieu of hard copy submission, any Bids may be received electronically through Fauquier County's online Procurement Portal at: <https://fauquiercounty.bonfirehub.com> on or before the Submittal Deadline. Bid submissions and registration are free of charge. Offerors can register for a free account at: <https://fauquiercounty.bonfirehub.com>, which will be required when submitting an electronic Bid.

- 6.5.9 For any Offeror selecting to submit electronically, Bid documents may be uploaded at any time during the open period. The official time used for receipt of electronic Bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized for electronic Bids. Paper copy Bid receipts and the Bid opening order for paper and electronic copies will be governed by paragraph 5.1 For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- 6.5.10 If, at the time of the scheduled Bid closing Fauquier County Government and Schools are closed due to inclement weather or another unforeseeable event, the Bid closing will be delayed until the second business day following the reopening of the County Government offices.
- 6.5.11 Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

RECEIPT AND OPENING OF BIDS:

- 6.5.12 Bids will be received at the time and place designated on the cover page of this IFB. Any Bid received at the office designated in the solicitation after the exact time specified for receipt of the Bid is considered a late Bid and will not be accepted. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their Bid reaches the Procurement Division by the designated date and hour.
- The official time used in receipt of Bids is the time on as listed on the Bonfire portal.
 - Late Bids will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror/Offeror's return address is shown on the container.
- 6.5.13 The Owner reserves the right to waive any informalities at Owner's discretion or to reject any or all Bids.

7.0 INSURANCE:

By signing and submitting a Bid under this solicitation, the Offeror certifies that if awarded a contract, it will have the insurance coverage specified on the Insurance Checklist at the time the work commences. Additionally, it will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, the Owner reserves the right to require the Firm to furnish certificates of insurance for the coverage required with the Fauquier County Board of Supervisors and Fauquier County School Board endorsed as additional insured.

8.0 VIRGINIA STATE CORPORATION COMMISSION:

The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may be voided by the County

Attachment A – Scope/Specifications

Project Name	Location of Project
On-Call As Needed Small Construction and Trades Services	Fauquier County

1.0 **PURPOSE:**

The Intent of this Invitation for Bid is to establish a contract with one or more qualified bidders to furnish all necessary labor, supervision, equipment, tools materials, supplies, and incidentals to provide general maintenance services consisting of small renovations, repairs, and improvements to existing facilities and grounds on an as-needed basis in various buildings and locations owned by Fauquier County and Fauquier County Public Schools. The work may include, but is not limited to, small renovations, repairs and/or improvements to classrooms, general office areas, athletic facilities, grounds, and utilities. Owner reserves the right to award multiple contracts for each trade or service area. Prospective Bidders are not required to bid on every area listed to be considered responsive to this IFB.

2.0 **SCOPE OF WORK:**

The contractor shall furnish all labor, supervision, equipment, tools, parts, materials, resources, and workmanship as required to provide “On-Call” small construction and trades services on interior and exterior structures at Owners facilities. Contractor shall supply general construction and repair services consisting of new construction, renovations, repairs and/or improvements to existing facilities and/or grounds. Services shall not include transportation-related construction. Types of future projects include, but are not limited to, renovations to classrooms, general office areas, athletic facilities, grounds, utilities, and the miscellaneous types of renovation and repair projects on the Owners Property, including any of its leased properties. The services shall be provided in a competent manner to maintain the quality of business operations performed by Owner to mitigate the interruption of such services. The contractor shall provide services as guided by the Owners plans and specifications, as available and applicable codes and standards governing construction and repair work applicable in the Commonwealth of Virginia.in accordance with the specifications and terms and conditions stated herein.

This Contract shall be used for On-Call services projects not to exceed **\$499,999.99** for a variety of trades of service areas that shall include, but may not be limited to:

- Asbestos Remediation
- Asphalt Repair
- Casework/Millwork
- Concrete Work
- Cost Estimating
- Demolition
- Disaster Recovery
- Dry Wall Installation/Finishing
- Electrical
- Excavation/Grading
- Exterior Waterproofing
- Fencing
- Flooring Installation/Refinishing
- General Construction
- Guttering
- HVAC
- Lighting
- Locks and Repairs
- Insulation services

Masonry
Mechanical
Metal Fabrication
Mold Remediation
Painting
Plumbing
Roofing
Tile and Grout Work
Water Mitigation
Welding
Window & Door (All Types) Repair/Replacement

This Contract may be used for standard scheduled Work or emergency Work with the following required response times (Owner reserves the right to adjust the required response times):

Scheduled Work	Within three (3) days' notice
Emergency Work	Within four (4) hours' notice

The Contractor may be required to provide shop drawings as requested.

The Owner reserves the right to issue other contracts for services throughout Fauquier County and Fauquier County Public School if in its best interest.

No bonds are required with the submission of this Bid. Fauquier County and Fauquier County Public Schools reserve the right to require bonds on an individual project basis at any dollar amount. This requirement will be provided with any request for quote.

Fauquier County and Fauquier County Public Schools reserve the right to mutually negotiate Liquidated Damages on a per project basis if deemed in the best interest of the County or the Schools.

All work to be performed shall be provided in accordance with industry standard maintenance and repair services, adhere to all applicable safety codes and standards and follow all current editions of the Virginia Uniform Statewide Building Code and any national codes relevant to each individual trade including, but not limited to Building Officials and Code Administration (BOCA), American National Standards Institute (ANSI), American Society of Testing Materials (ASTM), American Society of Mechanical Engineers (ASME) and National Electrical Code (NEC). Work shall be performed by skilled and licensed (where applicable) craftsmen in their individual trades.

Contractor shall be registered in the Commonwealth of Virginia and be licenses by the Commonwealth of Virginia Department of Professional and Occupational Regulation (DPOR) as a Class A, B or C Contractor.

The following table is provided to indicate a sample listing of the basic requirements and general anticipated duties for sample levels of tradesman provided on the Bid Sheet: This table is not intended to be an exhaustive list for all trades listed on the Bid Sheet but to give an indication to all Bidders of the type of experience and expertise that should be considered when providing pricing for the different levels of personnel specific to each trade for which any Bidder is providing labor rates.

TITLE	DESCRIPTION	SAMPLE DUTIES
Trades Helper	Perform routine preparatory tasks for tradesmen in one or more trades. Assist tradesmen by performing the repetitive, unskilled duties that are required before tradesmen can perform skilled work; reduce work slowdowns for tradesmen by independently supplying materials and equipment during installation processes. The duties at this level are performed with little or no supervision by laborers who are familiar with work procedures for the trade or trades.	<p>i. Saw stock to approximate lengths, assemble prefabricated parts, and assemble such items as benches, staging, and scaffolding. Wash, scrape, brush, and sand surfaces to prepare surfaces to be painted. Cover furniture and other items with drop cloths. Tear out old plaster lath and install new lath, mix mortar, etc. Perform related preparatory work in other trades. Carry materials and tools to and from work sites. Deliver materials, tools and other items to tradesmen as requested. Load and unload vehicles of materials and equipment. Demolition partitions and walls and perform other demolition work as required. Dig ditches, place materials in ditches and cover as directed.</p> <p>ii. General knowledge of the preliminary work required before craftsmen can perform skilled work; ability to perform several unskilled tasks with general instructions and supervision.</p>
Carpenter	Perform as a journeyman Carpenter with responsibility for the complete project from start to finish. Supervise one or more Carpenter helpers, if required, for any project. Receive general instructions and pertinent information as to details of work from authorized County or School personnel	<p>i. Repair and replace doors, walls, siding, window frames, sashes, etc. Repair and replace studs, joints, and corner posts in the framework of buildings and structures. Installs necessary brace to support worn or damaged members. Modify existing, construct new or relocate existing room partitions. Layout and install interior and exterior trim and finish work such as: installation of door frames, baseboards, base mold, toe mold, wainscoting, chair rail, cornices and cutting and installation of ceiling beams. Perform overall carpentry maintenance, renovations, and repairs.</p> <p>ii. Demonstrated knowledge of the practices and procedures of the Carpentry trade; general knowledge of the qualities, adaptability, and use of wood and various hardware; ability to use the tools and equipment of the trade; ability to work from blueprints, sketches, working drawings and oral instructions.</p>
Plasterer	Performs journeyman level plastering with responsibility for determining own work methods to be used in accomplishing assignments. Positions in this class involve performing all types of plastering jobs independently, except such tasks as running decorative cornices, moldings, and setting ornamental castings.	<p>i. Mixing of all types of plaster, stucco, and other materials. Apply scratch coat, second coat and finish coats of plaster to walls and ceilings. Patch damaged plaster surfaces, and on occasion performs such tasks as applying acoustical plaster and plastering curved surfaces. Removal of old plaster.</p> <p>ii. Demonstrated knowledge of the standard methods, materials, and procedures of the plastering trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints.</p>
Drywall Hanger and Finisher	Perform journeyman level drywall installation with responsibility for work methods to be used in accomplishing assignments.	<p>i. Hang Sheetrock of various sizes, finish drywall, and hang plasterboard.</p>

	Position in this class involves performing all types of drywall hanging and finishing jobs	ii. Demonstrated knowledge of the standard methods, materials, and procedures of the drywall trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints.
Painter	Clean, prepare, prime and paint various surfaces as designated by the County or Schools representative. Surfaces to be painted may be exterior as well as interior and consisting of various materials (i.e., Plaster drywall, masonry, wood, etc.). Ability to plan working details and follow sketches, blueprints, and oral instructions. Provide all necessary tools, equipment, and labor to perform the required work. The managing department may, at their option, provide paint for jobs contracted under its authority. Otherwise, paint and necessary supplies and materials provided by the Contractor.	<p>i. Prepare surfaces by using sandpaper, brushes, or steel wool. Remove old paint using chemicals, scrapers, wire brushes, etc. Fill nail holes, cracks and joints with putty, plaster, and other approved fillers. Use approved pre-mixed paints or may use tint machine according to predetermined paint color formulas. Apply coats of paint, varnish, stain, enamel or lacquer to interior and exterior surfaces, trimmings and fixtures of buildings and other structures. Uses brushes, spray gun and paint rollers as requested by the County or School representative. Furnish, at the Vendor's expense scaffolding and/or ladders as needed.</p> <p>ii. Demonstrated knowledge of the standard practices, materials, and procedures of the painting trade; ability to use the tools and materials of the trade. Ability to provide all necessary material, equipment, and labor to complete projects in the time allotted by the County or FCPS.</p>
Floor Tile Installers	Perform as a journeyman flooring installer with responsibility for the complete project from start to finish. Knowledge of flooring products, such as: wood, tile, ceramic, adhesives, and proper application procedures	<p>i. Removal of existing flooring (tile, wood etc.). Floor preparation, including repairs for new flooring installation of new flooring. Furniture movement and replacement. Removal and replacement of furnishing to complete the job.</p> <p>ii. Demonstrated knowledge of the practices and procedures of carpet and flooring, and uses of carpet/floor tile and related goods and various hardware; ability to use the tools and equipment of the trade; ability to work from blueprints, sketches, working drawings and oral instructions.</p>
Masonry	Perform journeyman level bricklaying and block laying with responsibility for determining work methods to be used in accomplishing assignments. Positions in this class involve performing all types of brick layout and block laying projects	<p>i. Perform general masonry work such as replacing, repairing, and pointing up. Maintenance of brick walls and chimneys by laying-out and performing finished brick work. Mix and supervise the mixing of all types of mortar and cement. Wash masonry veneers after work is completed. Demonstrated knowledge of the standard practices,</p> <p>materials, and procedures of the masonry trade; ability to use the tools and materials of the trade; ability to work from sketches and blueprints.</p>
Concrete Finisher	Perform journeyman level concrete finishing with responsibility for determining work methods to be	i. Construct concrete porches, floors, sidewalks, and columns by building forms, mixing mortar, setting

	used in accomplishing assignments. Position in this class involves performing all types of concrete finishing jobs	<p>reinforcement wires in place, pouring, and finishing cement. Finish work with float, trowel, or power trowel.</p> <p>ii. Demonstrated knowledge of the standard practices, materials, and procedures of the concrete trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints.</p>
Electrical Contractor	Perform Journeyman or Master Electrician level, electrical work with responsibility for determining work methods to use in accomplishing assignments. Position shall provide all general commercial electrical services including, but not limited to, the following duties listed.	<p>i. Provide sketches for permits.</p> <p>ii. No hot work.</p> <p>iii. Installation of electrical systems in conduit (i.e., E.M.T., I.M.T., rigid, and P.V.C., in various sizes).</p> <p>iv. Installation and connection of electrical equipment to include light fixtures, switches, receptables, controllers, and other electrical devices.</p> <p>v. Test circuits for continuity and proper connections, using various testing devices.</p> <p>vi. Installation and corrective maintenance of various electrical systems, panel boxes, control boxes, etc.</p> <p>vii. Connects completed electrical circuits to power source and tests operation of all installed equipment.</p> <p>viii. Diagnose and locate problems occurring in malfunctioning electrical systems such as thermostats, fire alarms, lighting systems and electrical shop equipment.</p> <p>ix. Test equipment using voltmeter, ammeter, Simpson meter, etc.</p> <p>x. Metering</p> <p>xi. Secondaries between building and transformers</p> <p>xii. Lighting circuits and streetlights (including concrete bases)</p> <p>xiii. Conduit and duct banks *note: Electrician shall have a current Master or Journeyman's license. Must have a demonstrated and detailed knowledge of the standard practices, materials, and procedures of the electrical trade, demonstrated and detailed knowledge of the design, installation, maintenance and repair of electrical systems and equipment. Can interpret and work from sketches, blueprints, wiring diagrams and oral instructions.</p>

Plumbing	Provide skilled trades for plumbing repairs and maintenance services. Provide all general commercial plumbing services including, but not limited to the provided list.	<p>i. Plumbing and pipe fitting installations/renovations and maintenance/repair of domestic water lines, valves and fixtures including hot water heater and tanks.</p> <p>ii. Installation, maintenance and repair/replacement of bathroom, kitchen fixtures and systems.</p> <p>iii. Locate and clear all blockages in commodes, urinals, sinks and drain lines.</p> <p>iv. Perform maintenance, repair and / or replacement of campus water and sewerage lines.</p>
HVAC	Provide skilled trades for HVAC installation, repair and maintenance services including, but not limited to the provided list.	<p>i. Install, diagnose and maintain HVAC systems.</p> <p>ii. Manage electrical components and wiring.</p> <p>iii. Inspect HVAC and refrigeration systems and components.</p> <p>iv. Repair and replace parts on HVAC systems.</p> <p>v. Recommend maintenance to improve system performance.</p> <p>vi. Maintain records of work performed for future repairs</p>

2.1 Materials/Rentals:

- 2.1.1 The Contractor may be required to provide materials and/or equipment rental to fulfill the requirements of the contract. If the Contractor provides materials and/or equipment rental for items not already identified in the specifications and pricing, the compensation will be based on the actual cost of the materials and/or equipment rental with an administrative fee to equal the percentages as shown in Section 9.0, Bid Prices.
- 2.1.2 All materials shall be pre-approved by the Project Manager(s), prior to starting work. Except when authorized by the Owners Project Manager(s), repair and replacement material shall be new and match existing material in finish, color, design and function.
- 2.1.3 The Contractor will only be paid for material actually used and pre-approved by the Owner. No allowances will be made for materials ordered by the Contractor that were not authorized by the Owner.
- 2.1.4 The Contractor shall be able to provide material warranty, if offered by the manufacturer.
- 2.1.5 All rentals and associated costs including, but not limited to, scaffolding, dumpsters (size and location), specialized tools and equipment and portable toilets shall be pre-approved by the Project Manager, prior to starting work.

2.2 Work Hours:

- 2.2.1 All work shall be performed Monday through Friday from 7:00 a.m. to 3:00

p.m. (except for Owners observed holidays) unless other arrangements are agreed to by the Project Manager(s) prior to the start of work.

- 2.2.2 The Contractor shall be flexible in his/her working schedule to accommodate school functions.
- 2.2.3 All hours more than forty (40) hours per week, per person/per project, shall be considered overtime. One week is defined as Sunday through Saturday.
- 2.2.4 Man-hours paid under this contract shall be for productive hours at the job site only as evidenced with signed work tickets by the Owners Project Manager(s) or his designee.
- 2.2.5 Bidder shall indicate on the Pricing Schedule, a contact person's name, email address and telephone number for normal Owners working hours, 7:00 a.m. – 3:00 p.m., Monday through Friday. **Answering machines are unacceptable as a point of contact.**

2.3 Workmanship/Experience:

- 2.3.1 All services provided under this contract shall be performed in accordance with the manufacturer's recommended procedures and industry standards for Carpentry repair services, and in accordance with the current Virginia Uniform Statewide Building Code requirements.
- 2.3.2 Contractor shall provide a list of staff intended to work on this contract including years of experience and certifications and/or licenses staff may possess. Upon review of the Contractor's staff list, Owners reserves the right to deny Contractor's staff access to work on Owners projects that Owner deems unqualified. **This list is expected to be submitted with bid response.**
- 2.3.3 The Contractor shall have a flexible organization and be capable of performing repairs and services as stated below:
 - The Contractor shall note that while work can be scheduled year- round, most of the work requests will come during the peak months of June, July, August, and September.
 - The Contractor shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner.
- 2.3.4 All work shall be high quality, first class and performed in a neat and workmanship-like manner. When notified by the Owners Project Manager, all unsatisfactory work and/or materials, when discovered, shall be removed immediately and replaced by the Contractor at no additional expense to Owner.
- 2.3.5 If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above-mentioned notice, or if they shall not make satisfactory progress in doing so, the Owners Project Manager(s) may correct the work or remove the materials to have them corrected in accordance with contract specifications or otherwise and the additional expense shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the contract.
- 2.3.6 The Contractor shall not act on requests or take direction from anyone except the designated Owners Project Manager(s) or his designee.
- 2.3.7 At the discretion of the Owners Project Manager(s), any employee of the Contractor and/or Subcontractor may be removed with or without cause, from any project.
- 2.3.8 Upon entering any Owners property, Contractors' employees shall have picture identification. The identification shall include employee's photograph, name and name of employer. The

Contractor's personnel shall sign in and out of the Owners building through the main office at each site. The Owners Project Manager(s) shall provide a school/facility Point-of-Contact should the Project Manager(s) be unable to meet the Contractor at a work site.

- 2.3.9 complete the work by utilizing the Owner's resources or seeking the contractor's resources.
- 2.3.10 The contractor's work force and the work force of its subcontractors shall be staffed with licensed journeymen in all trades awarded to the contractor for services under this IFB with demonstrated experience in their respective fields of work.
- 2.3.11 In the event that the contractor desires to subcontract some part of their work, the contractor shall furnish the Owner the names, qualifications and experience of its proposed subcontracts before beginning work on any awarded project. This information will assist the Institute in establishing what traces and portions of the work are to be performed under the Work Order. Contractor shall also submit all emergency contact phone/pager/cell phone numbers of the contractor and subcontractor. The contractor shall be responsible for completely supervising and directing the work under the contract and all subcontractors that it may utilize, using its best skill and attention. The Institute reserves the right to reject any subcontractor proposed to complete the work or a portion of the work.

3.0 CONTRACTOR'S RESPONSIBILITIES:

- 3.1 The Contractor shall furnish all necessary resources, equipment, materials, labor and expertise required for the completion and acceptance of the work as described herein.
- 3.2 The Contractor shall adhere to any local, state, federal laws and codes that may be required to properly perform these modeling services.
- 3.3 It shall be the Contractors responsibility to obtain all permits and inspections required to satisfactorily complete this project.
- 3.4 The Town of Warrenton does require building permits for any remodel or renovation of commercial office space.
- 3.5 The Contractor shall be responsible for any abandoned electrical wires in the ceiling and the walls. The Contractor shall either remove, or make the required changes to, such wires.
- 3.6 The Contractor shall be responsible for any demolition work associated with given task unless otherwise indicated by the Owner.
- 3.7 The Contractor shall be responsible for obtaining and maintaining a business license for Fauquier County and the Town of Warrenton before any Work performed in either jurisdiction may take place.

4.0 USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor shall:

- 4.1 Perform this contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- 4.2 Store all apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor; and
- 4.3 Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

- 4.4 The Contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the Contract.
- 4.5 The Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- 4.6 The Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- 4.7 During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
- 4.8 The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Owner.

5.0 PROTECTION OF PERSON AND PROPERTY:

- 5.1 The Contractor expressly, both directly and through its subcontractor(s), agrees to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- 5.2 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 5.3 The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- 5.4 The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He **shall make good any such damage, injury, or loss, except such as may be directly due to errors in** the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- 5.5 In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to

prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any **additional compensation or extension of time claimed by the Contractor on account of any emergency** work shall be determined as provided in the General Terms and Conditions.

6.0 CONTRACT ADMINISTRATION:

The successful administration of this contract will require close coordination. The Procurement Division has designated General Services Department Managers, FCPS Area Building Managers, and Parks & Recreation Director, or their appointed designee(s) as the Contract Administrators of this project. The Contract Administrator is the interpreter of the conditions of the contract and the judge of its performance. The Contract Administrator will use all powers under the contract to enforce its faithful performance. The Contract Administrators will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the Procurement Manager and issued as a written amendment to the Contract.

7.0 QUALIFICATION OF BIDDER:

It is required, as a condition for bidding, that all Bidders complete the attached Contractor Data and Qualification Sheet and show sufficient evidence of previous satisfactory experience including a minimum of five (5) years of experience and expertise in any discipline areas that may be awarded to the Bidder under the resulting Contract.

All bidders on this project shall prove their ability to perform the services mentioned above before any agreement shall be made. A bidder's qualifications include but are not limited to:

- Has at least five years' experience in all aspects of trades Bidder is selecting to submit.
- Has available qualified personnel
- Conducting business in a legal and reliable manner
- Has adequate equipment to perform the Work
- Has financial resources necessary to undertake and perform the contract properly
- Must obtain any required business licenses for Fauquier County and Town of Warrenton after award but prior to beginning any work under the resulting Contract.
- Has Virginia Class A, B or C Contractor's license issued by the Commonwealth
- Ability to respond to emergency repairs within 24 hours is highly desirable but not required

The ability to perform the majority of the Work with "in house" workers and staff is considered a plus in use of Contractors after award under this IFB. Bidders shall indicate which of the tasks listed above would be performed by "in house personnel or by subcontractors.

Any Sub-contractors to be used to perform any Work must be approved in writing and in advance by Owner.

8.0 NO CONTACT POLICY:

No Bidder shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids. Any contact initiated by a Bidder with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder from this procurement process.

9.0 BID PRICES:

Bid prices shall be in the form of a firm-fixed hourly rate for "On-Call" Services for the contract period. Bid prices shall include all direct and indirect costs such as travel, insurance, profit and overhead, and supervision. No additional charge or surcharge is allowed under the ensuing contract. **Owner will only pay for actual hours worked on Owner project sites. Owner does not pay for travel time.**

The successful Bidder may be required to provide materials and/or equipment rental to fulfill the requirements of the contract. If the Contractor provides materials and/or equipment rental for items not already identified in the specifications and pricing, the compensation will be based upon the actual cost of materials and/or equipment rental with an "administrative fee" to equal the percentages shown below. No extra charges will be allowed:

Allowable Markup

Materials/New Equipment Administrative Fee: 10%

Equipment Rental Administrative Fee: 10%

Subcontractor Fee: 10%

10.0 WITHDRAWAL OF BID DUE TO ERROR:

- 10.1 A Bidder for a public construction contract may withdraw his bid from consideration if the bid price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity or work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. In accordance with Section 2.2-4330A (i) of the Code of Virginia, the Bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein.
- 10.2 No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- 10.3 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 10.4 No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- 10.5 If the Purchasing Agent denies the withdrawal of a bid under the provisions of this section, she shall notify the bidder in writing stating the reasons for her decision and award the contract to such bidder at the bid price, provided such bidder is responsible and responsive bidder.

11.0 REJECTION OF BIDS:

The Owner reserves the right to cancel the invitation for bids or to reject any and all bids when such rejection is in the interest of the Owner. [See Section 2.2-4319, Code of Virginia (1950)]. The Owner reserves the right to reject any bid submitted by an apparent low Bidder which Owner determines is not responsible. [See Section 2.2-4359, Code of Virginia (1950)]

12.0 EVALUATION, AWARD AND METHOD OF ORDERING:

The Owner will evaluate and award a contract to the lowest responsive, responsible Bidder(s), bidding on like services. Contractors may bid on some or all services to be considered.

- A. Owner shall issue purchase orders for individual specific projects on an as needed basis. Contractor shall complete all Work based on individual purchase orders and in accordance with applicable specifications, contract documents, information included as a response to this solicitation and all applicable local, state and federal standards and applicable manufacturer recommended specifications for all materials and proprietary installation processes.
- B. Work under a contracted awarded pursuant to this solicitation is not to begin until the Contractor receives a purchase order. The Contractor shall start Work in a timely fashion after the Contractor receives the purchase order.
- C. All purchase orders issued as a result of a Contract awarded under this IFB shall be governed by the General Terms and Conditions For Construction Contracts attached to this IFB.
- D. Owner reserves the right to assign purchase orders to other Contractors based on its sole discretion, in consideration of its knowledge and/or evaluation of Contractor's qualifications, expertise, capabilities, performance record, availability, cost, delivery time and any other factors as may be pertinent to the project, to the best interest of Owner.

13.0 CONTRACT AWARD (MULTIPLE CONTRACTS):

Because of the variety of tasks and the various skills involved, it would be unlikely there will be many firms that could do all of the work. Because of this, Owner reserves the right to award Contracts for On-Call Services to multiple Bidders. Awards will be made to the lowest responsive, responsible bidder(s) for each Trade Area on the Bid Sheet. More than one award may be made for each Trade Area. Additionally, award of multiple Trades may be made to more than one firm. Firms are not required to bid on all Trade Areas. Any award under this IFB is not a guarantee of work to be awarded at any time during the Contract Period.

14.0 PERIOD OF CONTRACT AND RENEWAL:

- 14.1 The initial term of this contract shall be one year from date of Award for one year, with the option to renew for three (3) additional one-year periods at the option of Owner. Refer to Prices and Price Adjustments in the Special Terms and Conditions.
- 14.2 If the Owner elects to exercise the option to renew the contract, the contract price(s) for the renewal term shall not exceed the prior term by more than the percentage increase of OTHER SERVICES category of Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The Owner will accept price adjustments via written modification, mutually agreed to and signed by both parties.

15.0 SPECIAL TERMS AND CONDITIONS:

- 15.1 AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCPS, whichever is sooner. Owner, its authorized agents shall have full access to and the right to examine any of said material during said period.
- 15.2 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Owner shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract.
- 15.3 CERTIFICATE OF COMPLIANCE: As a condition of any Contract awarded and prior to Notice of Award, the Bidder/Contractor must certify, by executing Attachment C, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and

agrees to provide immediate notice to Owner of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services.

Bidder/Contractor acknowledges that, pursuant to the Code of Virginia [§22.1-296.1](#) (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

- 15.4 CONTRACTORS REGISTRATION: All Bidders are required to be licensed by the State Board of Contractors as a Class A, B, or C Contractor under Title 54.1-1100, *Code of Virginia* (1950), as amended, in order to be considered for award under this IFB. Per 54.1-1100, each Class shall be defined as follows:

"Class A contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

"Class B contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$10,000 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

"Class C contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$10,000, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

Bidder must have one (1) or more of the following Specialty Designations with DPOR to be able to perform work under the resulting contract(s). Commercial Improvement Contracting (CIC) and/or Building (BLD).

Licensed Class A B C (circle one) Virginia Contractor Number: _____

Specialty: CIC or BLD

If the Bidder fails to provide this information on his bid and fails to promptly provide said Contractor license number to Owner in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his/her bid, the bid shall not be considered.

- 15.5 COORDINATION OF WORK: The Contractor shall plan and coordinate all work through the appropriate designee for work.
- 15.6 EXTRA CHARGES NOT ALLOWED: The bid rates shall be for the complete repair and ready for Owner use and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.
- 15.7 FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized Owner representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

15.8 GUARANTEE OF WORK:

- 15.8.1** Except as otherwise specified, all work shall be guaranteed by the Contractor against defects to materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by Owner in writing.
- 15.8.2** If, within the guarantee period, defects are noticed by Owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of Owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms on the contract, then the Contractor shall promptly upon receipt of notice from Owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to Owner:
- 15.8.3** Place in satisfactory condition in every particular all such guaranteed work and correct all defects therein.
- 15.8.4** Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
- 15.8.5** Make good any work, materials, equipment, contents of structures, and/or site in fulfilling any such guarantee.
- 15.8.6** In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under the contract, he shall restore such work to a condition satisfactory to Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 15.8.7** If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, Owner may have the defects corrected and the Contractor shall be liable for expense incurred.

16.0 FEDERALLY FUNDED PROJECTS AND WORK:

The majority of the work to be completed under any Contracts awarded is anticipated to consist of local funding only. However, funding for some small projects may be a mix of Federal and State monies. Because of that, any services procured under this IFB may be subject to compliance with all State procurement methods as well as Federal funding guidelines.

Before tasks are issued for any projects funded by Federal or State monies, Contractor will be required to complete a separate package of Terms and Conditions required for the use of Federal funds.

17.0 METHOD OF PAYMENT:

The Contractor shall be paid on the basis of invoices submitted, to be paid net forty-five (45) days from receipt and approval by an authorized Owner official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The Owner reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

18.0 PRICES AND PRICE ADJUSTMENT:

- 18.1 All prices shall be of a firm-fixed F.O.B. Destination pricing or hourly rate and shall include all charges that may be imposed in fulfilling the terms of the contract. Prices shall include all direct and indirect costs such as travel, insurance, profit and overhead.
- 18.2 The Contractor agrees that for firm-fixed price and hourly rate contracts, prices and rates shall remain firm for 365 days. If the price/rate is increased after 365 days, the firm-fixed hourly price(s) and rate(s) may be increased only upon approval of a written request to the Purchasing Office. Upon receipt of the Contractor's request, Owner shall make determination to approve or adjust the requested rate increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 18.3 The request for a change to the firm-fixed hourly price/rate shall include as a minimum, 1) the cause for the adjustment; 2) proposed effective date; and 3) the amount of the change requested adjustment (i.e., appropriate Bureau of Labor Statistics Index, change in manufacturer's price, etc.). Circumstances outlined above must be fully documented.
- 18.4 The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the Supervisor of Purchasing. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via Owners Purchase Order shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date of issuance. The Supervisor of Purchasing may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 18.5 Price or Rate decreases shall be made in accordance with applicable paragraph of the General Terms and Conditions.

19.0 PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

20.0 SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the Purchasing Office. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Office the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: _____

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): A B C

CONTRACTOR'S LICENSE NUMBER: _____

DPOR SPECIALITY DESIGNATION (Circle one) CIC BLD

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☐ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☐

c. Casework/Millwork

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

d. Concrete Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☐ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☐ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

y. Plumbing

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 24 hours?
☐Yes ☐No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET

SIGNATURE OF AUTHORIZED PERSON

DATE

RETURN THIS PAGE

BID FORM

Bidders shall provide a separate Bid Form for each Trade Area on which they are providing pricing for consideration of award. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the ‘Check All That Apply For Consideration’ below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: _____

Pricing Schedule _____ of _____ in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$	\$
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$	\$
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$	\$
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$	\$
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$	\$
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$	\$
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$	\$
10.	Emergency Call additional fees (if applicable)	1	EA	\$	\$
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$

RETURN THIS PAGE

Project Reference Sheet (one required for each individual Trade for which you are submitting a Bid)

On a separate sheet, provide three (3) references for similar work performed for each Trade area checked above within the last three (3) years. It is acceptable to provide the same reference for multiple Trades as long as the specific portion of the Project Reference that applies to that Trade is highlighted in the Project Description. Bids submitted without this Project Reference Listing may be deemed nonresponsive.

NON-COLLUSION: The party making the foregoing bid 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 of 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 Fauquier County or the Commonwealth of Virginia.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Fauquier County, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on Contracts by any agent of Fauquier County or the Commonwealth of Virginia.

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation For Bid and hereby submits this bid pursuant to such instructions and specifications.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS - FC

Rev. January 2025

Index to General Conditions for Construction Contracts

ARTICLE	HEADING
ARTICLE I	INTERPRETATION
GC.1.01	Definitions
GC.1.02	Interpretation
GC.1.03	Headings for Convenience Only
GC.1.04	Inconsistencies
ARTICLE II	DECLARATIONS BY CONTRACTOR
GC.2.01	Investigating the Site
GC.2.02	Change in Site Conditions
GC.2.03	Good Faith
GC.2.04	Laws and Regulations
ARTICLE III	AWARD AND EXECUTION OF THE CONTRACT
GC.3.01	Execution of Contract
GC.3.02	Failure to Sign Contract
GC.3.03	Commencement of Work
GC.3.04	Bar to Payment
ARTICLE IV	SCOPE OF WORK
GC.4.01	Work to be Done According to Contract
GC.4.02	Contractor to Furnish Labor, Plant and Materials
GC.4.03	Documents Supplement Each Other
GC.4.04	Shop Drawings
GC.4.05	Changes in the Work: Owner
GC.4.06	Changes in the Work: Contractor
GC.4.07	Valuation and Certification of Extra Work
GC.4.08	Diminution of Work
GC.4.09	Cleanup and Final Cleaning of the Work
ARTICLE V	CONTROL OF WORK
GC.5.01	Authority of Contract Administrator
GC.5.02	Responsibilities of Contractor
GC.5.03	Inspection
GC.5.04	Defective Work
GC.5.05	Right of Entry
ARTICLE VI	CONTROL OF PLANT AND MATERIAL
GC.6.01	Risk and Responsibility
GC.6.02	Contractor to Keep Records
GC.6.03	Material to Remain on Site
GC.6.04	Defective Material
ARTICLE VII	LEGAL RELATIONS
GC.7.01	Laws, Notices, Permits and Fees
GC.7.02	Patents and Royalties
GC.7.03	Contractor's Risk
GC.7.04	Indemnity
GC.7.05	Rights and Remedies
GC.7.06	Notices
GC.7.07	Independent Contractor
GC.7.08	Compliance with Federal, State, Local & Immigration Laws
GC.7.09	Virginia State Corporation Commission
ARTICLE VIII	PROSECUTION AND PROGRESS
GC.8.01	Schedule of the Work
GC.8.02	Contract Administrator May Order Better and More Plant and Labor
GC.8.03	The Owner's Right to Suspend Work
GC.8.04	Forfeiture of Contract
GC.8.05	Effect of Taking the Work out of the Contractor's Control
GC.8.06	Delay in Completing Contract
GC.8.07	Contractor's Right to Stop Work or Terminate the Contract
ARTICLE IX	MEASUREMENT AND PAYMENT

ARTICLE	HEADING
GC.9.01	Contract Prices
GC.9.02	Increased or Decreased Costs
GC.9.03	Measurement and Payment (Construction)
GC.9.04	Measurement and Payment (Product, Supply and Installation)
GC.9.05	Payment of Sub-Contractors
GC.9.06	Payment Withheld
GC.9.07	Waiver of Claims
GC.9.08	Final Payment
GC.9.09	Cost Records
GC.9.10	Performance and Payment Bonds
GC.9.11	Insurance
ARTICLE X	WARRANTY
GC.10.01	Warranty
GC.10.02	Acceptance of Work
ARTICLE XI	BIDDER/CONTRACTOR REMEDIES
GC.11.01	Protest of Award or Decision to Award
GC.11.02	Contractual Disputes

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

ARTICLE 1 - INTERPRETATION

GC.1.01 - Definitions:

Where used in these General Conditions and in the other documents forming part of the contract:

1. "Architect, Engineer, Architect/Engineer or A/E" means the term used to designate the Architect and/or the Engineer that contracts with the Owner to provide the Architectural and Engineering services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any associates or consultants employed by the A/E to assist in providing the A/E services.
2. "Beneficial Occupancy" means the condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.
3. "Bid" or "Tender" means the offer as proposed by the Bidder submitted on the Invitation for Bid. The terms "Bid" or "Tender" are used interchangeably herein.
4. "Bidder" means any person submitting a bid for the work.
5. "Bid Form" means the portion of the Invitation for Bid that must be returned to constitute a formal Bid.
6. "Calendar Day" means the period from one midnight to the following midnight.
7. "Contract" or "Contract Documents" means the combined documents consisting of the Agreement; Addenda; the Bidding Instructions; these General Conditions; any Supplemental Conditions; the Drawings; the Specifications; the Invitation for Bid; Shop Drawings; Performance Security and all other exhibits mentioned in the Contract Documents as forming part thereof.
8. "Contract Administrator" means a person duly authorized by the Owner in writing to represent the Owner in the work pertaining to this contract.
9. "Contract Time" means the time stipulated in the Contract Documents for Substantial Completion of the work.
10. "Contractor" means the person undertaking the execution of the work under the terms of the Contract.
11. "Day(s)" means calendar day(s) unless otherwise noted.
12. "Drawings" or "Plans" means drawings or plans which show the character and scope of the work to be performed and which have been prepared or approved by the Contract Administrator and are referred to in the Contract Documents. The terms "Drawings" or "Plans" are used interchangeably herein.
13. "Extra Work" means the furnishing of labor, services, materials, plant, equipment and/or the performance of any work not directly or by implication called for by the Contract.
14. "Invitation for Bids (IFB)" means the Bidding Instructions; these General Conditions; any Supplemental Conditions; the Drawings; the Specifications; the Bid; Performance Security, and all Addenda.
15. "Notice to Proceed" means a written notice given by the Owner to the Contractor (with a copy to A/E) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily identify a Contract Completion Date.
16. "Other Contractor" means any person employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.
17. "Owner" means the Board of Supervisors of Fauquier County
18. "Person" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person.

19. "Plant" means all material and/or equipment and/or things brought to or constructed upon the Site by the Contractor for the performance of the Work, but does not include materials, equipment or other things which are to form part of the permanent Work.
20. "Board of Supervisors" means the Board of Supervisors of Fauquier County
21. "Shop Drawings" means all drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor, Sub-contractor, manufacturer, supplier or distributor, and which illustrates the equipment, material or some portion of work.
22. "Site" means the lands and other places on, under, in or through which the work is to be executed and any other lands for places authorized by the Commissioner for the purposes of the Contract.
23. "Specification" means the written description of the physical or functional characteristics of the supplies, services and construction, or any part thereof, including without limitation any requirement for testing or inspection.
24. "Street" means any public or private highway, lane, square, bridge, thoroughfare, right-of-way, or any part thereof as same.
25. "Sub-Contractor" means a person contracting with the Contractor or another Sub-Contractor of the Contractor for the execution of a part or parts of the Work or for the furnishing of material.
26. "Substantial Completion" means the condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Total Completion is achieved.
27. "Contract Administrator" means a person duly authorized by the County in writing to represent the County in work pertaining to the contract.
28. "Supplemental General Conditions" means that part of the Contract Documents which amends or supplements the General Conditions.
29. "Surety" means the person who executed the Bond guaranteeing the fulfillment of the Contract, all as required by the Contract Documents, to be furnished by the Contractor.
30. "Total Completion" of the Work means when the entire Work, except those items arising from the provisions of Article X - Warranty, have been performed to the requirements of the Contract Documents and is so certified in writing by the Contract Administrator.
31. "Work" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor, pursuant to the terms and conditions of the Contract and in particular, but without limiting the generality of the foregoing, includes the furnishing of all labor, services, materials, Plant and/or equipment necessary or incidental to the performance of the Contract, including all Extra Work or Changes in the Work which may be ordered as herein provided.
32. "Working Day" means any Calendar Day, other than Sunday or a Statutory or Civic Holiday, on which, in the opinion of the Contract Administrator, atmospheric and/or site conditions are such that the contractor is able to work at least seven (7) hours during the period between 7:00 a.m. E.S.T., or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. E.S.T.

GC.1.02 - Interpretation:

1. This Contract shall inure to the benefit of and be binding on the respective executors, administrators, successors and assigns of the Owner and the Contractor.
2. Where the "Contractor" as defined herein consists of more than one person or corporation, their liability to perform the covenants herein contained to be performed by the Contractor shall be joint and several.
3. Wherever the singular or masculine are used, the same shall be constituted as meaning the plural or the feminine or the neuter as the context may reasonably require.

4. This Contract has been entered into and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

GC.1.03 - Headings for Convenience Only:

Headings, titles and marginal notes in the Contract are inserted for convenience only and are not explanatory of the Articles or Clauses with which they appear.

GC.1.04 - Inconsistencies:

In the event of conflicts between Contract Documents, the following shall apply:

- (a) Figured dimensions shown on a drawing shall govern over scaled or implied dimensions on the same Drawing;
- (b) Drawings of larger scale shall govern over those of smaller scale of the same date.
- (c) Specifications shall govern over drawings of the same date;
- (d) The General Conditions shall govern over Specifications;
- (e) The Supplemental Conditions shall govern over the General Conditions;
- (f) The executed Agreement between the Owner and Contractor shall govern over all documents; and
- (g) Notwithstanding the foregoing, documents of a later date shall always govern over documents of the same category of an earlier date.

ARTICLE II - DECLARATIONS BY CONTRACTOR

GC.2.01 - Investigating the Site:

The Contractor declares that in bidding for the Work and in entering into the Contract, he has investigated the Site, the character of the Work to be done and all local Conditions including the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility, that might affect his Bid or his acceptance of the Work, or that, not having so investigated, and except as hereinafter provided he is willing to assume and does assume, all risk of conditions now existing or arising in the course of the Work which might or could make the Work, or any items thereof more expensive in character, or more onerous to fulfill, than was contemplated or known when the bid was completed or the Contract signed. The Contractor also declares that in bidding for the Work and in entering into the Contract he did not and does not rely upon information furnished by the Owner or any of its servants or agents respecting the character or nature of the surface and sub-surface conditions at the site, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the Work, or the character of the plant needed to perform the Work or the general and local conditions and shall verify all matters concerning access to the Site, power supplies, location of existing services, utilities, materials necessary for the completion of the Work and all other matters which could in any way affect the performance of the Work under the contract other than information furnished in writing for or in connection with the Bid or the Contract by the Contract Administrator.

GC.2.02 - Change in Site Conditions:

Notwithstanding the generality of the foregoing, the Contractor shall refer any substantial difference in the character or nature of the surface or sub-surface conditions at the Site, or the location, character, quality or quantity of the materials to be removed than the Conditions set out in the Plans, Specifications or other information furnished in writing for or in connection with the Bid or the Contract by the Contract Administrator for use by the Contractor in preparing his Bid, for resolution in the manner prescribed in GC.4.06.

GC.2.03 - Good Faith:

The Contractor declares that he has submitted his bid and entered into the Contract with the Owner in good faith and that to the best of his knowledge no member of the Owner, or any officer or employee of the Owner has any pecuniary interest, direct or indirect, in the same Contract, and further that the said Contractor shall forfeit all claims under this Contract for Work done beyond the actual proven expenses of the Contractor if any member of the Owner, or any officer or employee of the Owner is at any time interested therein or if any interest therein is given or agreed to be given to him and as well shall refund to the Owner any monies paid to the Contractor by

the Owner under this Contract beyond the actual expenses of the Contractor. The Contractor declares that he has not participated in any collusive scheme or combine in connection with his bid or contract.

GC.2.04 – Laws and Regulations:

1. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to the labor unions and the “right to work.” The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
2. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not, and will not during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
3. NONDISCRIMINATION: The following requirements of Section 2.2-4311 of the Code of Virginia shall be applicable:
 - (a) During the Performance of this Contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 - (b). The Contractor will include the provisions of (i), (ii) and (iii), above, in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. PROHIBITION OF ALCOHOL AND OTHER DRUGS AT JOB SITE:
 - (a) § 2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

“During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s 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 violations of 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, 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.”
 - (b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
 - (1) The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
 - (2) The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.
5. SEX OFFENDER REGISTRY NOTIFICATION:

The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor.

Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor.

The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

6. VIRGINIA STATE CORPORATION COMMISSION: The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may be voided by the County.

ARTICLE III - AWARD AND EXECUTION OF THE CONTRACT

GC.3.01 - Execution of Contract:

The successful bidder shall, upon notification of award of the Contract by the Owner:

1. Execute and return the contract documents in the manner stipulated by the Procurement Office within Seven (7) calendar days of receipt of the contract documents together with written notice signed by the Procurement Office to the contractor in the manner provided in GC.7.06 hereof;
2. Provide the Performance Security specified in the Bidding Instructions to the Purchasing Agent prior to the commencement of Work but in no event later than the time specified in GC.3.01(1) above for the return of the executed Contract Documents.
3. Provide evidence of the Insurance Coverage specified in these General Conditions, in a form satisfactory to the Purchasing Agent prior to the Commencement of the Work but in no event later than the time specified in GC.3.01(1) above for the return of the executed Contract Documents.

GC.3.02 - Failure to Sign Contract:

In the event that the bidder does not meet all the requirements of GC.3.01 hereof, the Owner shall consider that the Bidder has abandoned the contract, whereupon the acceptance of the bid by the Owner shall be null and void and the Owner shall be entitled to retain the Bid Security accompanying the bid as liquidated damages.

GC.3.03 - Commencement of Work:

The Contractor shall not procure material or commence Work until he is in receipt of a letter to commence from the Procurement Office authorizing the commencement of work and has provided the Procurement Office with the required Performance Security and Insurance Coverage.

GC.3.04 - Bar to Payment:

No payments will be made by the Owner to the Contractor until the Contractor has met all the requirements of GC.3.01 hereof.

GC 3.05 – Separate Contracts:

- (a) The Owner reserves the right to let other contracts in connection with the Project, the Work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action to coordinate his Work with theirs. If the Owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the Work of the Contract, and has included the estimated timing of such other Contracts in the Invitation for Bids, the Contractor shall integrate the

schedule of those separate contracts into his scheduling. The Contractor shall make every reasonable effort to assist the Owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent or threaten to prevent the Contractor from carrying out his Work according to the Contract, the Contractor shall immediately notify the Owner and the Architect/Engineer upon discovering such conditions.

- (b) If a dispute arises between the Contractor and any separate contractor(s) as to their responsibility for cleaning up as required by Section GC 4.09 of these General Conditions, the Owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a Contractor disputes the Owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

ARTICLE IV - SCOPE OF WORK

GC.4.01 - Work to be done According to Contract:

The Contractor shall execute, complete and maintain the Work in strict accordance with the Contract Documents.

GC.4.02 - Contractor to Furnish Labor, Plant and Materials

1. The Contractor shall provide and pay for competent, suitably qualified personnel to execute the Work. They shall at all times maintain good discipline and order at the Site.
2. The Contractor shall provide and pay for all plant, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, operation, completion and maintenance of the Work.
3. Unless otherwise specified in the Specifications, all materials and equipment to be incorporated in the Work shall be new, fit for the purpose intended, and shall meet or exceed the kind, quality and quantity of same specified in the Contract Documents. If required, the Contractor shall provide at his own expense evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.
4. The Contractor shall certify in writing that no materials used in the work contain asbestos material in them. The Contractor shall provide this written certification as part of submittals under GC.9.03.

GC.4.03 - Documents Supplement Each Other:

1. The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all.
2. If the Contract Documents or any part thereof appear indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.
3. The Contract Administrator shall have the right at any time to correct errors or omissions in the Contract Documents or to issue additional Drawings and Specifications at any time further detailing, explaining or modifying the Work. Such Drawings and Specifications shall either supplement or supersede those signed at the time the Contract is executed.
4. The Contractor shall be responsible for conveying the interpretation or clarification of the Contract Documents, as given by the Contract Administrator, to Sub-Contractors.
5. The Contractor shall be responsible for any work not explicitly set out in the Contract Documents but which may be reasonably implied for the proper completion of the Work.

GC.4.04 - Shop Drawings:

1. The Contractor shall arrange for the preparation of Shop Drawings required by the Contract Documents or as may reasonably be required by the Contract Administrator.
2. The Contractor shall review all Shop Drawings prior to submitting same to the Contract Administrator. By this review, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that he has checked and coordinated each Shop Drawing with the requirements for the work and of the Contract. The Contractor's review of each Shop Drawing shall be certified.

3. The Contractor shall promptly submit to the Contract Administrator the required number of copies of the Shop Drawings and in an orderly sequence to prevent delay in the work or in the work of other contractors. Shop Drawings may be submitted in the form of a reproducible transparency or prints, or may be submitted electronically or digitally as the Contract Administrator may direct. At the time of submission, the Contractor shall notify the Contract Administrator of any deviations in the Shop Drawings from the requirements of the Contract.
4. The Contract Administrator shall review the Shop Drawings promptly or in accordance with a schedule agreed upon in writing. The Contract Administrator, upon completion of the review, shall communicate either his acceptance or rejection of same to the Contractor. The Contract Administrator's review and acceptance shall be for conformity to the design concept of the Work and for compliance with the Contract Documents. The acceptance of a component or a sub-assembly shall not constitute acceptance of the assembly of which it is a part. The review shall not relieve the contractor of responsibility for errors and omissions in the Shop Drawings or of responsibility for meeting all requirements of the contract unless a deviation on the Shop Drawings has been approved by the Contract Administrator in writing. No Work called for by Shop Drawings shall be undertaken by the Contractor until the Contract Administrator's review is completed and the acceptance of same has been communicated to the Contractor.
5. The Contractor shall promptly make any changes in the Shop Drawings which the Contract Administrator may require and which are consistent with the Contract Documents and shall promptly resubmit same to the Contract Administrator for review and acceptance unless otherwise directed by the Contract Administrator. When resubmitting the Shop Drawings, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.

GC.4.05 - Changes in the Work: Owner

1. The Owner shall have the right at any time before or after the execution of the Contract or after the commencement of the Work or during the prosecution of the Work, to alter, deduct from, add to or omit (referred to collectively herein as a "Change in Work") any part of the Work, or to change the lines or grades or the location of any part of the Work, all without in any way affecting or vitiating the Contract, and the Contractor shall carry out all such alterations or additions upon receipt of written notice from the Contract Administrator.
2. The Contract Administrator shall make a determination at the time of issuing the written notice referred to in GC.4.05 (1) above and shall set out his determination in the said notice as to whether:
 - (a) the Change in Work so ordered falls within the scope of the Work required to be performed under the Contract with no adjustment to Contract Time and/or Contract Price; or
 - (b) the Change in Work so ordered amounts to Extra Work with a corresponding adjustment to the Contract Time and/or Contract Price; or
 - (c) The Change in Work so ordered amounts to a diminution in the scope of the Work required to be performed under the Contract with a corresponding adjustment to the Contract Time and/or Contract Price.
3. In the event that the Contractor disputes a determination made by the Contract Administrator regarding changes, the Contractor shall act in accordance with the Contract Administrator's determination, provided however that the Contractor shall have the right to appeal the determination of the Contract Administrator to the County Administrator as provided in GC.4.05 (4) below on work or any request by the Contractor for increased compensation.
4. If the Contractor disagrees with the determination of the Contract Administrator he must, within Seven (7) Calendar days after receiving notice of the Contract Administrator's determination, notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
5. If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
6. If the Contractor disagrees with the determination of the County Administrator, he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Owner in writing of his contention with respect thereto in accordance with GC.11.02. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Owner, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.

7. In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to payment therefore which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the Owner may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
8. It is intended in all matters referred to above that both the Contract Administrator and the Contractor shall act promptly.

GC.4.06 - Changes in the Work: Contractor

1. If the Contractor is of the opinion that it is necessary at any time before or after the execution of the Contract or after the commencement of the Work or during the prosecution of the Work, to alter, deduct from, add to or omit any part of the Work to accomplish the result intended by this Contract, he shall provide written notice of this requirement and details of same to the Contract Administrator for a determination as set out in GC.4.05(2) above prior to undertaking the proposed change in Work.
2. GC.4.05 (3) through (8) shall apply mutatis mutandis herein.

GC.4.07 - Valuation and Certification of Extra Work:

1. The value of Extra Work shall be determined by one or more of the following methods selected by the Owner:
 - (a) By estimate in a lump sum;
 - (b) By the unit prices set out in the Contract or subsequently agreed upon; or
 - (c) By the actual cost of the Work to the Contractor plus a fixed fee.
2. Where the value of Extra Work is proposed or required to be determined by either method (a) or (b) of GC.4.07 (1), the Contractor shall present his proposed change in the Contract Time and/or Contract Price to the Contract Administrator supported by appropriate documentation in a form acceptable to the Contract Administrator prior to the commencement of the proposed Extra Work. The Contract Administrator shall evaluate and verify the acceptability of such claim and, if approved by the Owner, a change order shall be issued to the Contractor by the Purchasing Agent as approved by the Contract Administrator, amending the Contract Time and/or Contract Price.
3. Where the value of Extra Work is determined by method (c) of GC.4.07(1) the actual cost permitted to be claimed by the Contractor shall be deemed to include all amounts whether direct, indirect or consequential resulting from the performance of the Extra Work, including, but not limited to, Owner approved overhead.
4. In the case of Extra Work to be paid for under methods (b) or (c) of GC.4.07(1), the form of presentation of costs and methods of measurement shall be stipulated in writing by the Contract Administrator prior to the Contractor undertaking the Extra Work. The Contractor shall keep accurate records of quantities and costs and present an account of the costs of the Extra Work, together with all vouchers supporting such costs where applicable.
5. Notwithstanding the generality of the foregoing, the Contractor shall keep a detailed daily record for each part of the Extra Work showing the names and times of the workmen engaged thereon and number of hours each day when Plant and equipment are employed thereon. This daily record shall be submitted to the Contract Administrator each day for the review and approval of the Contract Administrator.
6. If the method of valuation, measurement, change in Contract Time and/or Contract Price cannot be promptly agreed upon prior to the commencement of the Extra Work and the Contract Administrator requires the Extra Work to proceed, then the Contract Administrator in the first instance will determine the method of valuation, measurement and the change in Contract Time and/or Contract Price. The Contract Administrator shall issue a written authorization for the Extra Work setting out the method of valuation, measurement, and any approved change in the Contract Time and/or Contract Price.
7. In the case of a dispute in the method of valuation, measurement, change in Contract Time and/or Contract Price for the Extra Work authorized in writing by the Contract Administrator and pending determination thereof in accordance with GC.4.07(8) or GC.4.07(10) hereof, the Contract Administrator shall certify the value of the Extra Work performed in accordance with the Contract Administrator's own valuation and measurement of the Extra Work and shall also certify any change in Contract Time and/or Contract Price. The Contractor shall keep accurate records of quantities and cost of such Extra Work.
8. If the Contractor disagrees with the Contract Administrator's method of valuation, measurement, change in Contract Time and/or Contract Price, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination,

notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.

9. If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
10. If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Owner in writing of his contention with respect thereto in accordance with GC.11.02. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Owner, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
11. In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefore over and above that approved by the Contract Administrator which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the Owner may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
12. It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.
13. Maximum Adjustment for Overhead and Profit: If the Contract Price is adjusted in accordance with this section, the maximum adjustment for overhead and profit combined (regardless of the extent of the adjustment to the Contract Time, if any) shall be as follows:
 - (a) For the Contractor, for any work performed by its own forces, 12% of actual field cost.
 - (b) For each Subcontractor involved, for any work performed by its own forces, 12% of the actual field cost.
 - (c) For the Contractor, for work performed by each Subcontractor, 5% of the sum of Subcontractor's actual field cost plus Sub-subcontractor costs plus the Subcontractor's allowance for overhead and profit as defined above.
 - (d) "Actual field cost" shall include the cost to the Contractor of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, and teams for the time actually employed or used on such work, plus actual transportation charges necessarily incurred, together with all power, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such work, including Social Security Benefits and other payroll taxes, and, a retable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Owner, or by them agreed to. The Owner may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Owner.
 - (e) "Cost of machinery and equipment" shall be charged separately for "actual field cost", shall not be subject to markup for overhead or profit, and shall be based on actual rentals, unless the machinery or equipment is owned by the Contractor. Machinery and equipment owned by the Contractor shall be charged according to the latest edition of the Associated General Contractors (AGC) Contractors Equipment Manual. The Contractor shall be responsible for providing the information necessary to compute AGC equipment rates. Equipment supplied by separate divisions of the Contractor's organization shall be considered rental equipment.
 - (f) The allowance for "overhead and profit" to be paid the Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, general and administrative home office expense, and all other elements of cost and expense not included within the "actual field cost" or "cost of machinery and equipment" as herein defined.
 - (g) Changes in the work resulting in additions to and deductions from the Contract Sum not covered by unit price shall be determined and submitted in accordance with the Owner's Change Order form.

GC.4.08 - Diminution of Work:

1. Should the amount of the Work originally intended to be done under the Contract be diminished, no claim shall be made for damages on the ground of loss of anticipated profit on Work so diminished or on any other ground. In the case of a Unit Price Contract where a change is made involving diminution of the Work, only the Work actually done shall be paid for and such payment shall be based on the Prices in the Bid. In the case of a Lump Sum Contract where a change is made involving diminution of Work and the parties cannot agree on the reduction in Contract Price which should properly be made as a result thereof, the matter in dispute shall be decided by the Contract Administrator. If the Contractor disagrees with the Contract Administrator's determination, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.

2. If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
3. If the Contractor disagrees with the determination of the County Administrator, he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Owner in writing of his contention with respect thereto in accordance with GC.11.02. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Owner, be hand delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
4. Where a change results in a diminution of Work after commencement of work or any part thereof resulting in extra cost to the Contractor, for which he would not be entitled to payment on a unit price basis or in loss of Work already completed but not paid for, or loss to the Contractor in respect of material or equipment purchased by him for the Work but not used thereon as required by the Owner, compensation shall be made to the Contractor by the Owner in the sum or sums to be fixed by the Contract Administrator. If the Contractor disagrees with the Contract Administrator's decision, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
5. If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
6. If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Owner in writing of his contention with respect thereto in accordance with GC.11.02. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Owner, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
7. In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefor over and above that approved by the Contract Administrator which he otherwise might have had, and shall not make any claim in respect thereof, and if made, may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
8. It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.

GC.4.09 - Cleanup and Final Cleaning of the Work:

1. The Contractor shall broom sweep daily and maintain the site and the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner or Other Contractors. Upon attaining Substantial Completion of the Work, the Contractor shall remove any products, tools, construction machinery and equipment not required for the performance of the remaining Work. He shall also remove waste products and debris other than that caused by the Owner or Other Contractors and leave the site and the Work clean and suitable for occupancy by the Owner unless otherwise specified.
2. Total Completion of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all Plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris, other than that left by the Owner or Other Contractors.

GC. 4.10 – Substantial Completion & Punch list:

1. When the Work is substantially complete as defined by the Contract, the Contractor shall so notify the Owner and the Architect/Engineer in writing. Said notice shall be accompanied by an itemized Final Punch List listing all Work which is incomplete. Unless agreed otherwise by the Owner or Architect/Engineer, this list of work shall refer specifically to individual items and may not be general or collective in nature. Upon receipt of this notice along with the Final Punch List, the Owner will schedule an inspection. The failure to include any items on such Final Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents; however, defects, which occur or are observed after the completion of the Final Punch List shall be corrected as set forth. If the Owner and the Architect/Engineer determine that any items on the Final Punch List must be completed prior to the Work or designated portion thereof being accepted as substantially complete, the Contractor will be promptly notified. The Contractor shall complete said Work, without delay, notifying the Owner in writing when completed.

2. When the Owner and Architect/Engineer determine, based on information available to them, that the Work or designated portion thereof is substantially complete, the Architect/Engineer will then prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
3. Upon Substantial Completion of the Work and upon application by the Contractor and certification by the Architect/Engineer, the Owner shall make payment, if any for such Work or portion thereof as provided in the Contract Documents. The Contractor's Application shall be accompanied by the Final Punch List, which shall be revised as of the date of the Application to indicate all work, which remains incomplete. This revised Final Punch List shall have an accurate dollar value assigned to each item of work. If any items on the Final Punch List referenced in Subparagraph 4.10.1 are omitted from the revised Final Punch List accompanying the Application and the Owner or Architect/Engineer are not assured that these omitted items have been satisfactorily completed, they shall add such items to the list accompanying the Application and assign dollar values to each item to cover the cost of the Work involved. The Owner and Architect/Engineer shall also adjust the dollar values assigned by the Contractor if, in their reasonable opinion, the Contractor's assignment is insufficient to cover the cost of the Work. The total of all final dollar value assignments will be deducted from the Contractor's Application prior to payment by the Owner. This deduction shall be in addition to any percentage of retainage provided for elsewhere in the Contract Documents. After the issuance of the Certificate of Substantial Completion, no payment will become due until all required as-built drawings, maintenance manuals, bonds, guarantees, warranties, certificates and the like have been submitted and accepted by the Owner. No subsequent payment will be made until the Final Payment, unless authorized by the Owner. If, in the sole opinion of the Owner, the Contractor is diligently pursuing the remaining Work as itemized on the revised Final Punch List, and the Contractor is also correcting with dispatch, defects occurring after the preparation of the Final Punch List, then he may, at his option, authorize payment prior to Final Payment.
4. Final Punch List: Except for items specifically exempted by the Owner, the Final Punch List shall be corrected within thirty (30) Calendar days of the date of Substantial Completion. For each Calendar day beyond thirty (30) days of the date of Substantial Completion that the Final Punch List remains uncorrected, the Contractor shall pay to the Owner liquidated damages as set in the Contract Documents. Contractor must coordinate such work with the Owner.
5. Acceptance of the Work: The Contractor shall request of the Architect/Engineer, in writing, a final inspection when the Work has been completed in all respects in accordance with the contract Documents. Upon receipt of the Contractor's written request, the Architect/Engineer will perform a final inspection and determine that the Work has been completed as specified. If the Work has not been completed, the Architect/Engineer will inform the Contractor in writing of the remaining Work to be completed. If the Work has been completed, the Architect/Engineer will formally accept the Work. Immediately upon and after such final written acceptance by the Architect/Engineer, the Contractor will be relieved of the duty of maintaining and protecting the Work as a whole, and it will not be required to perform any further work thereon except as provided in Article X Warranty of Construction, and the Contractor shall be relieved of this responsibility for injury to persons or property or damage to the Work which occurs after the final acceptance by the Owner, except that the Contractor shall not be relieved of its responsibility for injury to persons or property arising from the Contractor's duties and obligations under GC. 7.04 "Indemnity". Unless otherwise provided for elsewhere in the Contract Documents, no payments will be made for any materials or equipment stored off or away from the Work Site.

ARTICLE V - CONTROL OF WORK

GC.5.01 - Authority of Contract Administrator:

1. The Contract Administrator shall be the Owner's representative throughout the duration of the Contract and shall have authority to act on behalf of the Owner to the extent expressly provided in the Contract Documents.
2. The Contract Administrator shall be responsible for the interpretation or clarification of the Contract Documents or any part thereof which appear indefinite, not clear or contradictory to the Contractor.
3. The Contract Administrator shall have full authority to examine, inspect, approve or reject the Plant, materials, methods of procedure and workmanship without in any way relieving the Contractor from his responsibilities under GC.5.02. The Contract Administrator shall be the sole judge of determining whether the kind, quantity and quality of the Plant, materials, methods of procedure and workmanship meet or exceed the requirements of the Contract Documents.
4. The Contract Administrator shall have the authority to object to any person employed or retained by the Contractor in the execution of the Work who is in the opinion of the Contract Administrator incompetent, negligent or guilty of misconduct. The Contractor shall forthwith remove the person so objected to. The Contract Administrator may refuse to issue any Progress Estimate and/or Certificate to the Contractor while such person remains engaged upon the Work.

5. The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator is of the opinion that a danger to life or to property exists. The Contractor shall comply with such orders immediately. Neither the giving nor carrying out of such orders shall thereby entitle the Contractor to any extra payment, nor shall the Contractor be relieved of his responsibilities under GC.5.02.
6. The Contract Administrator shall have the authority to order the Contractor to stop the Work whenever such stoppage may be necessary, in the Contract Administrator's reasonable opinion, to ensure the proper execution of the Work in accordance with the requirements of the Contract Documents. The Contractor shall comply with such orders immediately. Neither the giving nor carrying out of such orders shall thereby entitle the Contractor to any extra payment or relieve the Contractor of his responsibilities under GC.5.02.
7. In the event that the Contractor disputes a determination made by the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's decision. If the Contractor disagrees with the Contract Administrator's decision, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's decision notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
8. If the Contractor fails to so appeal to the County Administrator for a decision within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's decision, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
9. If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination notify the Owner in writing of his contention with respect thereto in accordance with GC.11.02. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Owner, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
10. It is intended in all matters referred to above that both the County Administrator and Contractor shall act promptly.

GC.5.02 Responsibilities of Contractor:

1. The Contractor shall be responsible for ensuring that all Work is carried out in accordance with and within the time limits set out in the Schedule of Work which is required to be provided by the Contractor and approved by the Contract Administrator under GC.8.01 and any approved amendments thereto. Further, the Contractor shall be responsible for obtaining the prior written consent of the Contract Administrator for any changes in the approved Schedule of Work or any approved amendments thereto in a timely fashion.
2. The Contractor shall have complete control over the methods of prosecuting the Work except as otherwise provided in the Contract Documents and shall direct and supervise the Work so as to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract so as to ensure its proper completion in accordance with the approved Schedule of Work.
3. All Contractor personnel shall wear identification while on Owner property to properly identify themselves to Fauquier County Owner employees and the public.
4. The Contractor shall obey, perform and comply with the Contract Administrator's orders or instructions with respect to the Work or concerning the conduct thereof promptly, efficiently, and to the satisfaction of the Contract Administrator.
5. The Contractor shall carry out such rules and regulations as may from time to time be issued by the Contract Administrator for the securing and maintaining of good order on the Site and he will assist Other Contractors, their employees and agents, and those of the Owner, to do the same.
6. The Contractor shall employ and keep on the Work during its progress a competent Supervisor and any necessary assistants, all satisfactory to the Contract Administrator, both on the commencement and at all times during the prosecution of the Work. The Contractor shall inform the Contract Administrator in writing of the name of such Supervisor prior to the commencement of the Work. If at any time the Contract Administrator requires such Supervisor to be replaced the Contractor shall arrange for him to vacate his position and be removed from the Site within forty-eight (48) hours after receiving notice in writing from the Contract Administrator to replace the Supervisor with another Supervisor. Any person so removed shall not be re-employed on the Work by the Contractor or by a Sub-contractor. The Supervisor shall not be replaced except with the prior written consent of the

Contract Administrator unless the Supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Supervisor shall represent the Contractor in his absence and directions on matters given to him shall be held to be given to the Contractor.

7. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.
8. The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
9. If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable or performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required.
10. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

The Contractor, with respect to Work to be performed under sub-contract, shall:

- (a) enter into contracts or written agreements with his Sub-contractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract Documents, and,
- (b) Be as fully responsible to the Owner for acts and omissions of his Sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor shall incorporate the terms and conditions of the Contract documents into all sub-contract agreements he enters into with his Sub-contractors.

11. The Contractor shall keep one set of the Contract Documents and approved Shop Drawings at the Site. These Contract Documents and Shop Drawings shall be available at all reasonable times for the inspection and use of the Contract Administrator.
12. The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the Owner by other contractors or by the Owner's employees. Should he find it difficult to work in harmony with such parties he shall notify the Contract Administrator who will deal with the matter as he in his judgment may deem best, and the Contractor shall abide by the decision and directions of the Contract Administrator.
13. The Contractor shall be solely responsible for construction safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable construction and safety legislation.
14. The Contractor shall be solely responsible for securing the Site, any existing facility thereon and for the proper care and protection of the Work already performed.
15. The Contractor shall, at his own expense, do whatever is necessary to ensure that:
 - (a) No person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Contract;
 - (b) Pedestrian and other traffic on any public or private road is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (c) Fire hazards in or about the Work or its Site are eliminated;

- (d) The health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the performance or existence of the Work or Plant;
- (e) Adequate medical services are available to all persons employed on the Work or its Site at all times during the performance of the Work;
- (f) Adequate sanitation measures are taken and facilities provided with respect to the Work and its Site;
- (g) All survey posts, monuments or bars are protected and are not removed, defaced, altered or destroyed; and
- (h) All stakes and marks placed on the Work or its Site by or under the authority of the Contract Administrator are protected and are not removed, defaced, altered or destroyed.

GC.5.03 - Inspection:

1. All Plant to be provided, work to be performed, materials to be supplied, and equipment or machinery to be installed or erected under this Contract shall be subject to inspection by the Contract Administrator. The Contractor shall afford to the Contract Administrator every facility, whether at the Site of the Work, or at the premises of the Contractor or any Sub-Contractor, for the observation of the methods and progress of the Work, and to give the Contract Administrator free of cost to the Owner any and all assistance which he may require in the performance of his duties; also to furnish the Contract Administrator, free of cost, with sufficient office facilities for keeping Drawings and for correspondence as specified in the Supplemental Conditions.
2. The Contractor shall, before beginning or resuming operations upon any portion of the Work, formally notify the Contract Administrator in writing so as to enable the Contract Administrator to arrange for proper inspection. In the event that the Contractor does not so notify the Contract Administrator in order that the Contract Administrator can arrange for proper inspection, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and rebuild that portion of the Work, at the Contractor's own cost and expense, in order that the Contract Administrator can inspect the Work.
3. The Contractor shall not proceed to prosecute any portion of the Work, against the orders of the Contract Administrator. In the case of any portion of the Work prosecuted contrary to the orders of the Contract Administrator, the cost of such taking down or exposure and re-building, if any, shall fall upon the Contractor.
4. The Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose any portion of the Work where the Contract Administrator is of the opinion that the Work is not in accordance with the Contract Documents. The cost of such taking down or exposure and rebuilding, if any, shall fall upon the Owner if the taking down of exposure indicates that the part exposed is properly constructed and of satisfactory materials, but if otherwise the cost shall be borne by the Contractor.
5. In case the Contract Administrator observes improper workmanship or the use of defective materials in the course of construction or manufacture, he will call the same to the attention of the Contractor or the Supervisor in charge of the Work, but should such Supervisor be inaccessible at the time, the Contract Administrator shall order the workmen to stop such improper Work until a Supervisor or the Contractor remedies the defects.
6. Orders given by the Contract Administrator in accordance with the above powers shall be obeyed by the Contractor without delay.
7. The inspection herein provided for shall in no way relieve the Contractor of full responsibility for the quality, character, proper operation and performance of the completed Work.
8. **Final Inspection:**
 - a. All work and materials shall be subject to a final inspection by the Contract Administrator. Any omission or failure on the part of the Contract Administrator to disapprove or reject interior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection the Contractor shall remove or repair, at his own expense. Such defective work or material that is rejected shall be rebuilt and/or replaced without extra charge.
 - b. If the contract documents, the Owner's or his agent's instructions, or laws, ordinances or regulations of any public authority or utility company require any work to be tested or approved, the Contractor shall give the Owner or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his agent or other proper authorities, be uncovered for examination at Contractor's expense.

GC.5.04 - Defective Work:

The Owner shall have the right to any one or all of the following options in addition to those provided elsewhere in these Contract Documents and to its ordinary remedies at law if, in the opinion of the Contract Administrator, there is any defect in the Work or in any part thereof attributable to the Contractor or if same fails to meet the requirements of the Contract:

1. The Contract Administrator shall direct the Contractor to remedy the defect or to repair, reconstruct, or replace the faulty Work or Work which fails to meet the requirements of the Contract and the Contractor shall, without delay and at the Contractor's own expense, carry out the orders of the Contract Administrator in that respect, all according to the terms and requirements of the Contract. In addition, the Contractor shall be required to reimburse the Owner and the Owner shall be entitled to deduct its cost of any additional inspections necessitated thereby from the Contract Price.
2. If the Contractor fails or neglects to act as set out in GC.5.04(1), the Owner may correct or replace the defective or faulty Work or Work which fails to meet the requirements of the Contract either by the Owner's own forces or by an Other Contractor or Contractors. The cost of correcting or replacing same shall be paid to the Owner immediately by the Contractor upon receipt of written Notice from Contract Administrator setting out the amount to be so paid. In the event that the Contractor fails to make payment to the Owner as required hereby, the Owner shall deduct the amount of such payment from any payment required to be made to the Contractor under this Contract. If, in the, opinion of the Owner, the Contractor has received all payments due to him under the Contract, the Surety shall make such payment immediately upon receipt of written Notice from the Contract Administrator setting out the amount to be so paid.
3. If, in the opinion of the Contract Administrator, it is not expedient to correct defective or faulty Work or Work not done in accordance with the Contract, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, setting out the amount to be so paid.
4. Pending action under GC.5.04 (1) and (2) above, the Owner shall have the right to use the Work or any portion thereof, without in any way affecting its right of rejection of any such faulty or defective work or relieving the Contractor of responsibility to complete the Work.

GC.5.05 - Right of Entry:

1. The Contractor shall not be entitled to exclusive possession of the Site.
2. The Owner shall have the right, for itself, its agents, representatives and Other Contractors, to occupy any portion of the Site or the Work, at any time and for so long a time as the Contract Administrator may by notice in writing to the Contractor require, provided such entry, occupation and use does not prevent or otherwise interfere with the Contractor's performance of the Work.
3. Such entry, occupation and use shall not be considered to be an acceptance of the Work by the Owner nor shall it relieve the Contractor of responsibility to complete the Work.

ARTICLE VI - CONTROL OF PLANT AND MATERIAL

GC.6.01 Risk and Responsibility:

1. The Plant, material and equipment brought to the Site and/or the Work by the Contractor or provided to the Contractor by the Owner shall remain at the risk and the responsibility of the Contractor from the commencement of the Work (and all matters incidental thereto) and until the Total Completion thereof has been certified by the Contract Administrator unless otherwise specified in the Supplemental Conditions.
2. The Contractor shall be liable to the Owner for any loss of or damage to the Plant, material or equipment that is supplied or placed in the care, custody and control of the Contractor by the Owner for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work (and all matters incidental thereto) and until the Total Completion thereof has been certified by the Contract Administrator.

GC.6.02 - Contractor to Keep Records:

The Contractor shall keep such records of all Plant, material and equipment supplied or placed in the care, custody and control of the Contractor by the Owner as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such material and Plant are at the place and in the condition required by the Owner

GC.6.03 - Material to Remain on Site:

1. The contractor shall not remove any Plant, material or equipment that he has brought to the Site and/or the Work and which is required to complete the Work without the prior written consent of the Contract Administrator until the Total Completion of the Work has been certified by the Contract Administrator.
2. Plant, material or equipment that is the property of the Owner shall not be taken away from the Site and/or the Work, disposed of or used except for the purposes of the Work without the prior written consent of the Contract Administrator.

GC.6.04 - Defective Material:

1. The Contractor shall, at his own expense, and in the manner and within the time and period specified in the written Notice from the Contract Administrator:
 - (a) remove from the Site and/or the Work any materials brought onto the Site, whether incorporated in the Work or not, which the Contract Administrator has determined to be inferior, unfit for the purpose intended, or does not comply with the requirements of the Contract Documents; and
 - (b) Promptly replace such interior or unfit material with material which is for the purpose intended and which does meet the requirements of the Contract Documents.
2. If the Contractor fails to remove or replace the said materials in the manner and within the time period specified in the said Notice, the Contract Administrator may take all steps necessary to have the said materials removed or replaced by the Owner's own forces or by an Other Contractor or Contractors. The cost of correcting or replacing the said materials shall be paid to the Owner by the Contractor immediately upon receipt of written Notice from the Owner setting out the amount to be so paid. In the event that the Contractor fails to make payment to the Owner as required hereby, the Owner shall deduct the amount of such payment from any payment required to be made by the Owner to the Contractor under this Contract. If in the opinion of the Contract Administrator the Contractor has received all payments due to him under the Contract and the Contractor refuses or fails to make payment immediately upon receipt of the Contract Administrator's written Notice as required hereby, the Surety shall make such payment immediately upon receipt of written Notice from the Contract Administrator setting out the amount to be so paid.

ARTICLE VII - LEGAL RELATIONS

GC.7.01 - Laws, Notices, Permits and Fees:

1. The Contractor shall, at his own expense, procure permits, licenses and certificates required by law, any ordinances, rules, regulations, codes and orders of the authorities having jurisdiction for the execution of the Work, but this shall not include the obtaining of permanent easements or rights of servitude. The Contractor shall give the required Notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Work, the most restrictive shall apply.
2. The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, codes and orders relating to the Work. If the Contract Documents are at variance therewith, or if changes which require modifications to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of Bid closing, any resulting change in the cost shall constitute a corresponding change in the contract price. The Contractor shall notify the Contract Administrator in writing requesting direction immediately if any such variance or change is observed by the Contractor.
3. If the Contractor fails to notify the Contract Administrator in writing to obtain direction and performs any Work knowing it to be contrary to any laws, ordinances, rules, regulations, codes, and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expenses and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.
4. The Contractor shall provide proof of approved final building inspection(s) by all applicable authorities and utility companies during final walk through/inspection with Owner's Representative.

GC.7.02 - Patents and Royalties:

1. If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent or copyright, trade mark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of the said agreement shall be filed with the Owner upon request.
2. The Contractor shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of any such patent, design, device, material or process, or any trade mark or trade name or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the Owner in respect of any costs, expenses and damages which it may be obliged to pay including solicitor's fees and other legal expenses incidental to litigation by reason of a claim for any such infringement at any time during the prosecution or after the Total Performance of the Work.
3. If the Owner or the Contractor is served with a claim or Notice of an infringement or alleged infringement of any patent, design, device, material or process, or any trade mark, trade name or copyright, the party so served shall immediately inform the other party with Notice in the manner provided herein.
4. If the Owner or the Contractor is prevented by injunction from using any patent, design, device, material or process, or any trade mark, trade name or copyright, the Contractor shall, at his own cost, substitute an equally suitable product, part or method of carrying out the Work, all subject to the prior written approval of the Contract Administrator.

GC.7.03 Contractor's Risk:

1. The Work shall remain at the risk and the responsibility of the Contractor from the commencement of the Work (and all matters incidental thereto) and until the Substantial Completion thereof has been certified by the Contract Administrator.
2. The Work not completed as of the date of Substantial Completion shall remain at the risk and responsibility of the Contractor until the Total Completion of the Work has been certified by the Contract Administrator.
3. The Contractor shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed work to the Owner in accordance with the provisions of the Contract.

GC.7.04 - Indemnity:

1. The Contractor covenants to save harmless and indemnify the Owner against all actions and proceedings, costs, damages, expenses including attorney's fees, claims and demands whatsoever committed by the Contractor, his Sub-contractor, employees or agents and by whomsoever brought by reason of the performance of the said Work including but not limited to:
 - (a) accidental injury (including death) to any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the Owner or which the Owner by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) Trespass or damage to private property or properties owned by person other than the Owner;
 - (d) failure to pay and obtain a discharge of a Notice of Claim for Lien or notice of bond claim served upon the Owner in accordance with the requirements of Title 43 of the Code of Virginia; non-payment of a Worker's Compensation assessment, Unemployment, Insurance, Federal or State Tax, and for encroachments owing to errors in the Contractor's survey; and
 - (e) Inaccuracies in any information provided to the Owner by the Contractor.
2. The Owner has the right, acting reasonably and upon Notice to the Contractor, to settle any such action, proceedings, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement or which may be adjudged due to the Owner by the County Administrator.
3. The Contractor shall pay to the Owner the value of all legal fees and disbursements required to defend the Owner against any such claim, action, proceeding, claim or demand arising out of the Contract notwithstanding that the defense of the said action, proceeding, claim or demand was undertaken on behalf of the Owner by a salaried employee of the Owner.
4. The Contractor shall pay to the Owner all costs taxed against the Contractor in any litigation between the Contractor and the Owner arising out of this Contract.

5. If the Contractor fails to make any payment required to be made to the Owner hereunder, the Owner shall be entitled to deduct the amount of such payment from any payment required to be made by the Owner to the Contractor under this Contract or take whatever other remedies against the Contractor that the Owner may have at law.

GC.7.05 - Rights and Remedies:

1. The duties and obligations imposed upon the Contractor by the Contract Documents and the rights and remedies available to the Owner hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the Owner at law or in equity.
2. No acceptance of Work or payment of money and no failure on the part of the Owner to enforce compliance by the Contractor with any term of this Contract and no other act or omission whatever on the part of the Owner, and no act or omission of the Contract Administrator or Owner or of any officer or employee of the Owner shall be taken as a waiver of any of the provisions of this Contract, it being understood that any provision hereof may only be waived by express waiver in writing authorized by the proper officers of the Owner. No express waiver of any provision shall impliedly waive any other provision.

GC.7.06 - Notices:

1. Except as provided in GC.5.01(9) hereof, all notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract shall be in writing and shall be delivered personally or mailed by registered or certified mail, postage pre-paid, to the Owner at the address set out in the Supplemental Conditions and to the Contractor at the address set out in the Proposal; or at such other address or addresses as the party to whom such notice, consent, approval, statement, authorization, document or other communication is to be given may designate by Notice in writing so given to the other party hereto as provided herein.
2. Any notice, consent, approval, statement, authorization, document or other communication given as provided herein shall:
 - (a) in the case of personal delivery or certified mail return receipt requested, be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; and
 - (b) In the case of delivery by registered mail, be deemed to have been received on the second business day on which mail is delivered following the date of mailing. In the event of a postal dispute or threat of a postal dispute, all notices required to be given hereunder shall be personally delivered.

GC.7.07 - Independent Contractor:

The Owner and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the Owner.

GC. 7.08 - COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS AND FEDERAL IMMIGRATION LAW:

During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

ARTICLE VIII - PROSECUTION AND PROGRESS

GC.8.01 - Schedule:

1. The Contractor shall, immediately after the award of the Contract, prepare and submit for the Contract Administrator's approval, a Schedule of activities for the work confirming the commencement date, the completion date, which date shall be no later than the date specified in the Proposal required to complete the various phases or parts of the Work, in relation to both the Contract Time stated in the Contract Document and the Schedule of Work submitted by the Contractor in his proposal unless otherwise specified in the Supplemental Conditions. The Contractor shall provide any additional details required by the Contract Administrator. After approval has been given, the Schedule shall not be changed by the Contractor without the prior written consent of the Contract Administrator.
2. The Owner reserves the right to withhold payment from the Contractor if:

- (a) Such Schedule has not been submitted or has not received the approval of the Contract Administrator prior to or with the first application for payment; or
 - (b) a revised Schedule has not been submitted or has not received the approval of the Contract Administrator prior to the first application for payment or any subsequent application for payment in the event of a change in the aforementioned Schedule; or
 - (c) A revised Schedule has not been submitted or has not received the approval of the Contract Administrator after an extension of time has been granted.
3. The Contractor shall comply with the approved Schedule and shall bear all costs to meet the Schedule. If the progress of the Work falls behind the most recent Schedule or is delayed for any reason other than one for which extra time is provided for in GC.8.06 - Delay in Completing Contract, the Contractor shall immediately adopt such measures including but not limited to engaging such additional labor and equipment, and work such additional hours as the Contract Administrator may order to bring the Work back on schedule, at the Contractor's expense.
4. If at any time the Contractor has been granted additional time under the provisions of GC.8.06 - Delay in Completing Contract or GC.4.05 - Changes in the Work: Owner, he shall forthwith submit a revised Schedule for the Contract Administrator's approval.

GC.8.02 - Contract Administrator May Order Better and More Plant and Labor:

1. If at any time the Contractor's methods or Plant or the quality or quantity of labor employed or materials furnished be such, in the opinion of the Contract Administrator, that there is likelihood that the Work will not be constructed satisfactorily, or if progress will not be maintained to the extent guaranteed in the latest approved Schedule, then in every such case, the Contract Administrator may in writing order the Contractor so to alter and improve his methods, to increase or improve his Plant to employ additional or more qualified workmen, or otherwise to conform with the Contract as the Contract Administrator may deem fit and the Contractor shall within forty-eight (48) hours comply or take steps to comply with the requirements of the Contract Administrator in these respects, without in any way relieving the Contractor from his responsibilities under GC.5.02.
2. If, in the opinion of the Contract Administrator, the Contractor has not complied sufficiently with the immediately preceding sub-clause, the Contract Administrator may arrange, after the expiration of the forty-eight (48) hour period referred to in GC.8.02 (1), for better and more Plant through other sources and the Contractor shall reimburse the Owner for the cost thereof immediately upon receipt of written Notice from the Contract Administrator setting out the amount to be so paid. In the event that the Contractor fails to make payment to the Owner as required hereby, the Owner shall deduct the amount of such payment from any payment required to be made by the Owner to the Contractor under this Contract. If, in the opinion of the Contract Administrator, the Contractor has received all payments due to him under the Contract and the Contractor refuses or fails to make payment immediately upon receipt of the Contract Administrator's written Notice as required hereby, the Surety shall make such payment immediately upon receipt of written Notice from the Contract Administrator setting out the amount to be so paid.

GC.8.03 - The Owner's Right to Suspend Work:

1. The Contract Administrator has the right and may, by an order in writing, at any time stop or suspend all or any part of the Work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the Work, or with any part thereof, and the Contractor shall not thereby be entitled to any claim for loss of profit, or anticipated profit, or for damages or for any additional payment except as allowed under GC.8.03(3) by reason of such order.
2. Whenever in the opinion of the Contract Administrator for any reason it is deemed advisable to suspend the Work, or any part thereof, the Contractor shall, on notice from the Contract Administrator, forthwith place the Work and secure the Site and any existing facilities thereon in a proper and satisfactory condition for the safe accommodation of the public, and for the effectual protection of the Site and any existing facilities and the Work against damage from the weather, vandalism or other causes, and shall so maintain it.
3. In the event of such right being exercised to cause any delay to the Contractor, then an extension of time to be fixed by the Contract Administrator shall be allowed for the completion of the Contract, and the Owner shall pay to the Contractor all reasonable expenses arising from such suspension of the Work, unless such suspension be due to default on the part of the Contractor, subcontractor or supplier. The Contractor shall furnish the Contract Administrator with proper vouchers for all items upon which a claim is made under this Clause, and the Contract Administrator's decision as to such expenses shall be final and binding upon both the Owner and the Contractor.
4. No such suspension shall vitiate this Contract or any part thereof, and at any time after such Work has been suspended, such Work may again be resumed in whole or in part at the option of the Contract Administrator and upon the Contractor receiving

written Notice from the Contract Administrator that such Work or any part thereof is to be resumed he shall at once resume Work and diligently carry on the same.

GC.8.04 - Forfeiture of Contract:

1. The Contract Administrator shall have the full right and power to take the whole of the Work or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice, a copy of which Notice shall be given to the Surety, or the Virginia agent of the latter, in the event that the Contractor:
 - (a) Abandons the Work; or
 - (b) Is adjudged bankrupt or insolvent; or
 - (c) Makes a general assignment for the benefit of his Creditors; or
 - (d) Should have a receiver or liquidator appointed in respect of his assets; or
 - (e) is in the judgment of the Contract Administrator not executing or has not executed the Work, or any part thereof, in a sound and workmanlike manner and to his satisfaction and in all respects in strict conformity with the Contract; or
 - (f) In the judgment of the Contract Administrator is not progressing with the Work or any part thereof continuously and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated; or
 - (g) refuses or neglects forthwith, when so ordered, to conduct the Work so as to ensure its completion, in the opinion of the Contract Administrator within the time stipulated; or
 - (h) Has not completed the Work within the time required; or
 - (i) refuses or neglects to take down, rebuild, repair, alter or amend any defective or unsatisfactory Work, or to remove any condemned material or workmanship, or to comply with any reasonable order in connection therewith which he may receive from the Contract Administrator; or
 - (j) Fails to make prompt payment to his Sub-contractor or for the purchase or rental of material or Plant; or
 - (k) fails to promptly secure discharge of a lien claim, served upon the Owner, pursuant to Title 43 of the Code of Virginia within Thirty (30) Calendar Days after receipt of written Notice of the claim from the Contract Administrator; or
 - (l) Disregards any laws, by-laws, and statutory regulations; or
 - (m) Commits any other material breach of this Contract which in the opinion of the Contract Administrator indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof.
2. Upon such Notice being given to the Contractor, he shall immediately discontinue the Work or any part or parts thereof specified in the said Notice.
3. The Surety may, at its option, assume this Contract in respect of the whole of the Work, or the portion thereof specified in the Notice on which the Contract Administrator has ordered the Contractor to discontinue the Work, as the case may be, and proceed to perform same, and may with the written consent of the Contract Administrator sublet the Work or portion of the Work so taken over; provided, however, that the Surety shall exercise its option, if at all, within Fourteen (14) Calendar Days after written notice to discontinue the Work has been served upon the Contractor and a copy of same upon the Surety or the Virginia agent of the latter.
4. The Surety in such event shall take the Contractor's place in all respects, shall be bound by all terms and conditions of the Contract Documents and shall be paid by the Owner in accordance with the terms of the Contract for all Work performed by it.
5. In case the Surety does not within Fourteen (14) Calendar Days exercise its right and option to assume the Contract as aforesaid or in the event that there is no Surety, then the Owner shall have the power to complete by contract or otherwise as it may determine, the Work herein before referred to or such portion of it as the Owner may deem necessary, and the Contractor agrees that the Owner shall have the right to take possession of and use any of the materials, Plant, supplies and property of every kind

provided by the Contractor for the purpose of the Work and to procure other Plant and materials for the completion of the same. The Owner shall not be required to obtain the lowest price for the Work taken over from the Contractor.

6. In case the cost to the Owner, as certified by the Contract Administrator, of completing the Work or portion thereof as aforesaid, be less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the Owner, but if such certified cost of the Work performed by the Owner is more than the amount to which the Contractor would have been entitled under the Contract for the same Work, then the Owner shall have a claim against the Contractor for all additional costs of the Work which have been incurred by the Owner in addition to the amount of any liquidated damages that the Owner is entitled to hereunder from the date fixed for the Total Completion of the work set forth in the Contract Documents and the Contractor shall pay the amount of such additional cost of the Work together with liquidated damages as provided for herein to the Owner upon Notice from the Contract Administrator setting out the amount so due. When any particular part of the Work is being carried on by the Owner, by contract or otherwise, under the provisions of this Clause, the Contractor shall continue the remainder of the Work in conformity with the terms and conditions of this Contract, and in such manner as in no way to hinder or interfere with the persons, Other Contractor, Contractors, or workmen employed by the Owner.

GC.8.05 - Effect of Taking the Work out of the Contractor's Control:

1. The taking of the Work or any part thereof out of the Contractor's control pursuant to GC.8.04 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.
2. If the Work or any part thereof is taken out of the Contractor's control pursuant to GC.8.04, all Plant and material and the interest of the Contractor on all licenses, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the Owner without compensation to the Contractor.
3. When the Contract Administrator certifies that any Plant, material, or any interest of the Contractor referred to in GC.8.05(2) above is no longer required for the purpose of the Work, or that it is not in the best interest of the Owner to retain that Plant, material, or interest, it shall revert to the Contractor.

GC.8.06 Delay in Completing Contract:

1. Time shall be deemed to be of the essence for this Contract.
2. The Contractor shall be required to complete the Work in accordance with the Contract Documents and to the satisfaction of the Contract Administrator by the day fixed for the Total Completion of the Work in the Contract Documents.
3. Unless otherwise specified in the Supplemental Conditions, should the Contractor fail to complete the Work in accordance with the Contract Documents and to the satisfaction of the Contract Administrator by the day fixed for the Substantial Completion of the Work in the Contract Documents, the Contractor, subject to GC.8.05 hereof, shall pay the sum stipulated in the Solicitation Documents as liquidated damages for each and every Working Day following that day fixed for the Substantial Completion of the Work in the Contract Documents and ending on the day immediately preceding the day that Substantial Completion of the Work has been achieved and is so certified by the Contract Administrator.
4. Should the Contractor be delayed in the completion of the Work by reason of strikes, lock-outs (including lock-outs decreed by a recognized contractor's association for its members of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, or any cause within the Contractor's control which the Contract Administrator has determined justified the delay, then the time for completion shall be extended for a period of time equal to the time lost due to such delays.
5. No extension for delay shall be approved unless a written Notice of the claim is received by the Contract Administrator from the Contractor within Seven (7) Calendar Days of the date on which the cause of delay arose.
6. Any Notice or claim for extension must state the cause of delay and the length of extension requested.
7. In the case of a continuing cause of delay, only one claim for an extension shall be necessary.
8. Normal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all work within the Contract Time. The Contractor shall anticipate the potential loss of the number of workdays listed below for each calendar month due to weather delays on Saturday, Sunday, or legal holidays with work was not scheduled in advance to occur.

January	8	July	4
February	8	August	4
March	8	September	4
April	6	October	4
May	4	November	4
June	4	December	6

9. Time extensions for weather delays during a given month will be allowed only for actual work days in excess of those numbers listed above and only when those excess days of delay affect the current critical path(s) leading to specified contract completion or milestone dates.

G.C.8.07 – Contractor’s Right to Stop Work or Terminate the Contract:

If the work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the Owner should fail to pay to the Contractor within forty-five (45) days any sum certified by the Contract Administrator when no dispute exists as to the sum certified, then the Contract may, upon ten (10) calendar days written notice to the Owner and the Contract Administrator, stop work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor’s surety on its payment and performance bonds.

ARTICLE IX - MEASUREMENT AND PAYMENT

GC.9.01 - Contract Prices:

The Contract Price to be paid by the Owner to the Contractor shall be the sums certified by the Contract Administrator in the interim and final Progress Estimates; such sums to be ascertained and determined by the Contract Administrator as follows:

- (a) For Unit Price Contracts, upon the basis of the unit prices for the various classes of the Work included in the Schedule of Prices. These unit prices are gross prices including duty, freight, cartage, Local, State and Federal Taxes, if any, and all charges governmental or otherwise paid and including profit and all compensation which shall be due to the Contractor for supplying labor, materials, Plant and supervision, not only for the classifications expressly specified but for those which have been omitted such as the construction of drains, construction and removal of false work, backfilling excavations, drilling test holes, clearing the Site and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith. The total amount to be paid to the Contractor for the Work described in the Contract will be the amount arrived at by measuring the net amount of each class of the Work listed in the Schedule of Prices, and pricing the same, in accordance with the unit prices therein.
- (b) For Lump Sum Contracts, upon the basis of the lump sum price included in the Schedule of Prices. The lump sum price shall be a gross price including duty, freight, cartage, Local, State and Federal taxes, if any, and all charges governmental or otherwise paid and including profit and all compensation which shall be due to the Contractor for supplying labor, materials, Plant and supervision, not only for the classifications expressly specified but for those which have been omitted such as the construction of drains, construction and removal of false work, backfilling excavations, drilling test holes, clearing the Site and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

GC.9.02 - Increased or Decreased Costs:

1. The Contract Price shall not be increased or decreased by reason of any increase or decrease in the cost of the Work to the Contractor which arises as a result of an increase or decrease in the cost of labor, Plant, material or otherwise unless expressly provided for therein.
2. Notwithstanding GC.9.02(1) and subject to GC.9.04(2), the Contract Price shall be adjusted in the manner provided in Article IV - Scope of Work, if any change in a tax imposed under Local, State or Federal law
 - (a) Occurs after the Time and Date set for Final receipt of bids;
 - (b) Applied to material; and

- (c) affects the cost to the Contractor which arises as a result of an increase or decrease in the cost of labor, plant, material or otherwise unless expressly provided for therein.

GC.9.03 - Measurement and Payment (Construction):

1. By the Fourteenth (14th) Calendar Day after the end of any month, or as soon thereafter as possible, the Contract Administrator shall, subject to receiving all necessary information from the Contractor, make and deliver to the Contract Administrator, or authorized designee, a monthly or Final Progress Estimate certified by the Contract Administrator and signed by the Contractor setting out the quantity and value of the Work performed during the preceding month. The signature of the Contract Administrator, or authorized designee thereon will make such Progress Estimate valid for payment.
2. By the Seventh (7th) Calendar Day after the end of any month following the month during which authorized Extra Work shall have been completed and before the Contract Administrator completes the Progress Estimate for that month, the Contractor shall furnish to the Contract Administrator a statement signed by the Contractor which shall set forth accurately all of the authorized Extra Work completed during that month and the amount claimed therefor in accordance with the valuation method set out in GC.4.07. Subject to GC.9.03 (4), every such statement certified by the Contract Administrator shall be final and binding upon the Contractor.
3. With regard to the work specified in the Contract, a monthly Progress Estimate is not to be taken as an accurate setting forth of the state of the Work. With regard to any claim for payment for Extra Work, it is the intention that any such claim, whether consisting of labor performed or of material delivered or of both, shall be entirely included in the Progress Estimate for the month following the month during which such Work was performed.
4. Should the Contractor have reason to claim that an error has been made in the monthly or Final Progress Estimate or more particularly in the measurement and payment for Extra Work by the Contract Administrator, the Contractor shall notify the County Administrator in writing of his contention with respect thereto within Seven (7) Calendar Days of receiving the Progress Estimate, and request a determination thereon from the County Administrator. The Contractor shall be paid the amount certified by the Contract Administrator until a determination has been made by the County Administrator hereunder or in accordance with GC.9.06 hereof.
5. If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days of receiving the Progress Estimate, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with any of the provisions of this Article.
6. If the Contractor disagrees with the determination of the County Administrator, he must, within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Owner in writing of his contention with respect thereto and request that the dispute be resolved in accordance with GC.11.02.
7. In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefor over and above that approved by the Contract Administrator which the Contractor otherwise might have had, and shall not make any claim in respect thereof, and if made, the Owner may reject the same as invalid and he shall not have any right of recovery in respect hereof, at law or otherwise.
8. It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.
9. In accordance with the rules of procedure adopted by the Owner from time to time, any payment made by the Owner to the Contractor on account of a Progress Estimate shall be less any deduction required to be made by Title 43 of the Code of Virginia, and such other deductions as are authorized by the Contract.
10. Any payment made by the Owner to the Contractor on account of a Progress Estimate shall be less a Five Percent (5%) retainage to assure faithful performance of the Work required under the Contract. All amounts retained under this provision shall be included in the Final Payment upon Total Performance made pursuant to GC.9.08.
11. All the foregoing information shall be furnished by the Contractor on behalf of himself and all Sub-Contractors before payment shall be made by the Owner. The Owner may make payment to such persons as shall be entitled thereto for any or all amounts for which the Contractor or any Sub-Contractor is shown to be indebted or liable to pay in respect of labor, services, or materials furnished on the Work. Payment of such amounts shall discharge the Owner's liability to the Contractor to the same extent as payment directly to him.

12. Payment of monthly Progress Estimates or the Final Progress Estimate by the Owner to the Contractor shall not be transferable or assignable in any way as a debt or liability of the Owner to the Contractor.

GC.9.04 - Measurement and Payment: (Product, Supply and Installation)

1. Notwithstanding the provisions of GC.9.03 for contracts which include the supply and installation of a product including but not limited to equipment, pumps, pipes, cable, structural components, etc., payment for such product shall be governed by the payment schedule set out in the Supplemental Conditions. Such payment shall only be made upon title to the product being transferred to the Owner. Such payments shall not be transferable or assignable in any way as a debt or liability of the Owner to the Contractor.
2. Any Extra Work to be performed in connection with the supply and installation of any product requires the prior written approval of the Contract Administrator in accordance with Article IV hereof. Such Extra Work will be valued in accordance with the provision of GC.4.07.

GC.9.05 - Payment of Sub-Contractors.

1. Contractor is hereby obligated:
 - (a) To pay the Sub-Contractor(s) within Seven (7) days of the Contractor's receipt of payment from the Owner for the proportionate share of payment received for work performed by the Sub-Contractor(s) under the contract; or
 - (b) To notify the Owner and the Sub-Contractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the Sub-Contractor(s) interest at a rate of One (1) Percent per month (unless otherwise provided under the terms and conditions of the contract) on all amounts owed by the Contractor that remain unpaid Seven (7) Days following receipt of payment from the Owner, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Sub-Contractor shall not be construed to be an obligation for the Owner.

GC.9.06 - Payment Withheld:

1. The Contract Administrator may withhold or retain the whole or part of any Progress Estimate to the extent necessary to protect the Owner from loss on account of one (1) or more of the following in the event that the Contractor:
 - (a) Abandons the Work; or
 - (b) Is adjudged bankrupt or insolvent; or
 - (c) makes a general assignment for the benefit of his creditors; or
 - (d) Should a receiver or liquidator be appointed in respect of his assets; or
 - (e) is in the judgment of the Contract Administrator not executing or has not been executing the Work, or any part thereof, in a sound and workmanlike manner and to his satisfaction and in all respects in strict conformity with the Contract; or
 - (f) in the judgment of the Contract Administrator, is not progressing continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated; or
 - (g) refuses or neglects forthwith, when so ordered, to conduct the Work so as to ensure its completion, in the opinion of the Contract Administrator within the time stipulated; or
 - (h) fails to meet Substantial Completion, where work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; or
 - (i) Has not completed the work within the time required; or

- (j) refuses or neglects to take down, rebuild, repair, alter or amend any defective or unsatisfactory Work, or to remove any condemned material or workmanship, or to comply with any reasonable order in connection therewith which he may receive from the Contract Administrator; or
 - (k) Fails to make prompt payment to his Sub-Contractors, his employees or on account of the purchase or rental of material or Plant in accordance with GC.9.05; or
 - (l) fails to promptly secure a discharge of a lien or trust claim served upon the Owner pursuant to Title 43 of the Code of Virginia; or
 - (m) Disregards any laws, by-laws and statutory regulations; or
 - (n) fails to sign either a monthly Progress Estimate or the Final Progress Estimate as required under GC.9.03(1); or
 - (o) fails to employ or keep a competent Supervisor and necessary assistant on the Work or to replace the Supervisor as required by GC.5.01(4); or
 - (p) Fails to comply with the provisions of GC.8.01 (2) that justifies the owner withholding payment; or
 - (q) Commits any other material breach of this Contract which in the opinion of the Contract Administrator indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof.
2. Where the Contract Administrator deems it necessary to correct any portion of the Work, the Contract Administrator may deduct the difference in value between the Work done and that called for by the Contract from the Contract Price, said amount to be determined by the Contract Administrator.
 3. The Contract Administrator will give the Contractor notice of withholding payment under the provisions of this General Condition within Twenty (20) Days of receipt of any Monthly or Final Progress Estimate.

GC.9.07 - Waiver of Claims:

Subject to GC.9.03(4), acceptance by the Contractor of payment of the Final Progress Estimate shall constitute a waiver and release by him of all claims against the Owner whether for payment for Work done, damages or otherwise arising out of the Contract.

GC.9.08 - Final Payment:

1. Payment of the Final Progress Estimate, including any retainage withheld pursuant to General Condition GC.9.03 (10) shall be subject to all conditions herein before set forth with regard to the payment of Monthly Progress Estimates and upon compliance with the following additional conditions:
 - (a) Completion of final inspection, both by the Owner and by the permitting entity, and issue of a Certificate of Total Completion of the Work by the Contract Administrator;
 - (b) Production of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing;
 - (c) Submission of release or waiver of lien forms from the Contractor and all Sub-Contractors performing Work under this Contract in a form acceptable to the Contract Administrator; and
 - (d) Prior to final payment, Contractor shall provide proof of approved final inspection(s) by all applicable authorities and utility companies and issuance of a certificate of occupancy.
2. Payment on account of the Final Progress Estimate, including the holdback made by the Owner in compliance with Title 43 of the Code of Virginia shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the Owner is in receipt of a lien claim.
3. Payment of the Final Progress Estimate shall not be made by the Owner until all claims against the Contractor or any Sub-Contractor for wages, the purchase of material or rental of Plant, work or services performed for the Contractor or for damages, or howsoever otherwise arising out of or in connection with the Work shall have been paid, vacated or discharged.

4. Neither the issue of a Certificate of Completion or payment of the Final Progress Estimate shall relieve the Contractor from his responsibility either under Article X hereof or as a result of any breach of this Contract including but not limited to faulty or defective Work appearing after Total Completion, failure of the Work to comply with the Contract Documents or the requirement to comply with the terms of any special guarantees set out in the Supplemental Conditions, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the County Administrator.

GC.9.09 - Cost Records:

1. The Contractor, at his sole cost and expense, shall provide the Contract Administrator, when a valuation is required pursuant to GC.4.07, GC.4.08 or GC.9.02, with every facility for the compilation of cost records, and when required, as aforesaid, shall supply all data necessary for such purpose from payrolls, time books, invoices, and all other sources from which the Commissioner may find it necessary to obtain information.
2. The Contractor, at his sole cost and expense, shall provide the Contract Administrator, when a valuation is required pursuant to GC.4.07, GC.4.08, or GC 9.02 with correct statements of number, name, rate and time for each of the persons, and identifying description, rate and time for each of the trucks and other equipment, employed or used by him, including expenses for maintenance and operation.
3. The Contractor, at his sole cost and expense, shall provide to the Contract Administrator, when a valuation is required pursuant to GC.4.07, GC.4.08, or GC.9.02, all such information and evidence, including all necessary mathematical calculations of holdback and interest, as shall be reasonably necessary to ensure full and accurate compliance by the Owner with the requirements of Title 43 of the Code of Virginia with regard to the disbursement of holdback monies, and shall save harmless and keep indemnified the Owner against all claims and demands which may be made against it for losses, damages, or expenses of any kind whatsoever, resulting from inaccuracies in the said information or in payments made pursuant thereto inclusive of the value of all legal services and disbursements required to defend such a claim without having regard to the fact that legal services have been performed by a salaried employee of the Owner.

GC.9.10 - Performance and Payment Bonds

1. The Contractor shall deliver the following bonds or security to the Procurement Division which shall become binding on the parties upon the execution of the contract:
 - (a) A performance bond in form satisfactory to the Owner, executed by a surety company acceptable to the Owner and authorized to do business in Virginia or otherwise secured in a manner satisfactory to the Owner, for the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. The bond shall be in an amount equal to 100% of the price specified in the contract; and
 - (b) A Labor and Material payment bond in form satisfactory to the Owner, executed by a surety company acceptable to the Owner authorized to do business in Virginia or otherwise secured in a manner satisfactory to the Owner, for the protection of all persons supplying labor and material to the contractor or its Sub-contractors for the performance of the work provided for in the contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract; and
 - (c) A Prime Contractor shall not be precluded from requiring each Sub-contractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such Sub-contractor.
2. No action against the surety on a performance bond shall be brought unless within one year after completion of the contract, including the expiration of all warranties and guarantees, or discovery of the defect or breach of warranty, if the action be for such or such longer period of time as may be provided by the bond. Every person who has furnished labor or material to the Contractor or its Sub-contractors for the work provided in the contract in respect of which a payment bond is furnished, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or material was furnished or supplied by such person for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action to final judgment for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a Sub-contractor of the Contractor, but no contractual relationship express or implied with the Contractor furnishing said payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing by registered or certified mail, postage prepaid, in any envelope addressed to the

Contractor at any place the Contractor maintains an office or conducts its business. Every suit instituted upon a performance and payment bond shall be brought in a court of competent jurisdiction for the Owner in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in any such suit.

3. In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. The Contractor may furnish a letter of credit in a form acceptable to the Owner and from a bank or savings and loan institution acceptable to the Owner. Alternative forms of security provided under this subsection must afford the same protection to the Owner as equivalent to the corporate surety bond.

GC.9.11 - Insurance:

1. The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
2. The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by § 2.2-4332 and § 65.2-100 et seq. of the Code of Virginia. In case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit an original, signed Certificate of Insurance and such endorsements as prescribed herein within ten (10) days of the Notice of Award. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written Notice to the Owner. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
3. During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured. The Supplemental General Conditions may require the Contractor to provide an Umbrella insurance policy in a specified amount for the Project.
4. During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than **\$1,000,000** combined limit for bodily injury and property damage per occurrence.
5. The Asbestos Contractor or Subcontractor, as the case may be, shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than **\$1,000,000** and shall name the following as additional insureds: The Fauquier County Owner, its officers, its employees and its agents; the Architect/Engineer (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).

"All Risk" Builder's Risk Insurance:

1. The Contractor, at his cost, shall obtain and maintain in the names of the Owner and the Contractor "all-risk" builder's insurance (or fire, extended coverage, vandalism and malicious mischief insurance, if approved by the Owner) upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto which is intended for use thereon, to one hundred percent (100%) of the insurable value thereof. Such insurance may include a deductible provision if the Owner so provides in the Supplemental General Conditions, in which case the Contractor will be liable for such deductions, whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Owner, in accordance with its interests, as they may appear. The Fauquier County Owner, its officers, employees and its agents, shall be named as an additional insured in any policy of insurance issued. Written evidence of the insurance shall be filed with the Owner no later than thirty (30) days

following the award of the contract. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner. A copy of the policy of insurance shall be given to the Owner upon demand.

2. The value of the builder's risk insurance shall exclude the costs of excavations, backfills, foundations, underground utilities and Site work.
3. Certain projects, such as renovations and interior modifications of existing buildings, may be covered by the Owner's insurance and may not require the "all risk" insurance required by this section. In those instances, the Supplemental General Conditions for the project shall expressly exclude the project from the requirements of (1) above.

ARTICLE X - WARRANTY

GC.10.01 - Warranty:

1. The Contractor, unless specifically stated otherwise in the Contract Documents, shall, at his sole cost and expense, maintain the Work against any and all defects or deficiencies or otherwise which may arise for a period of one (1) year from the date of the Certificate of Total Completion.
2. Upon receipt of written Notice from the Contract Administrator, the Contractor shall, at his sole cost and expense, remedy any defect or deficiency or otherwise identified by the Contract Administrator, within the one (1) year period as aforementioned, in the manner and within the time periods specified in the said Notice. A copy of the said Notice shall be given to the Surety or its Virginia agent.
3. The Contractor shall also, at his sole cost and expense, remedy any and all damage that may arise or result from the defect, deficiency or otherwise referred to in the said Notice or as a result of the correction of same.
4. If the Contractor fails for any reason whatsoever to remedy the defects or deficiencies or otherwise in the manner and within the time periods specified in the said Notice, the Contract Administrator may take all steps necessary to have the defects, deficiencies or otherwise remedied either by the Owner's own forces or by another contractor or contractors. The cost of such remedial work shall be paid to the Owner by the Contractor within Seven (7) Calendar Days of receipt of written Notice from the Contract Administrator to the Contractor setting out the amount to be paid. In the event that the Contractor fails to make payment to the Owner as required hereunder, the Surety shall make such payment to the Owner within Seven (7) Calendar Days of receipt of written Notice from the Contract Administrator setting out the amount to be paid.
5. Notwithstanding the generality of the foregoing,
 - (a) in any case where repairs must be made immediately, by reason of an emergency existing or otherwise, the Owner shall have the right to undertake such repairs and charge the cost of making such repairs to the Contractor, except that the Contract Administrator shall immediately notify the Contractor and shall withdraw its forces as soon as the Contractor's forces assume performance of the repair; and
 - (b) all costs resulting from the need to undertake remedial work during the warranty period as aforesaid, whether by the Contractor, his Sub-contractor, or by the Owner, as provided herein, shall be borne by the Contractor. In addition, the Contractor shall be liable to the Owner for all expenses, losses or damages incurred by the Owner as a result of such defects, deficiencies or otherwise referred to herein or as a result of the Contractor's failure to meet the warranty requirements specified herein, including, but without limiting the generality hereof, all costs of engineering, inspecting and testing.
6. Notwithstanding the provisions of this Article, if any statute in force in the Commonwealth of Virginia or in the jurisdiction where the material was manufactured or if a manufacturer's warranty extends beyond the warranty period specified in these Contract Documents, then the provisions of such statute or manufacturer's warranty shall apply.
7. In the event that the Contractor can prove, following completion and payment for the remedial work, that the defect, deficiency or otherwise was attributable to a design defect, deficiency or otherwise or resulted from third party damage not attributable to the Contractor or his Sub-contractors, the Owner shall promptly reimburse the Contractor for the cost of undertaking such remedial work. If the Contractor fails for any reason whatsoever to remedy the defect, deficiency or otherwise in the manner and within the time specified in the Notice provided in accordance with GC.10.01(2), the Contractor shall not be entitled to repayment of the monies that he is required to pay to the Owner under GC.10.01(4) if the Contractor is later able to establish that the defect, deficiency or otherwise was due to a design defect, deficiency or otherwise or resulted from third party damage not attributable to the Contractor or his Sub-contractors.

8. Where, because of adverse weather or other conditions reasonably beyond the control of the Contractor, a component of the Work cannot be completed but that component does not prevent the balance of the Work from being put to its intended use, the Contract Administrator may permit the warranty period to commence prior to the Total Performance of the Contract in the manner set out in the Supplemental Conditions.

GC.10.02 - Acceptance of the Work:

1. The Contract Administrator shall issue a Certificate of Acceptance of the Work following the expiration of the warranty period upon:
 - (a) The satisfactory performance of the Work during the warranty period;
 - (b) The Contractor remedying all defects, deficiencies or otherwise identified by the Contract Administrator during the warranty period in the manner prescribed herein and to the satisfaction of the Contract Administrator; and
 - (c) The successful conclusion of tests required by the Owner immediately preceding the conclusion of the warranty period.
2. No certificate other than the Certificate of Acceptance shall:
 - (a) Be deemed to constitute acceptance of the Work or any part or parts thereof; or
 - (b) Be taken as an acceptance of:
 - i) The due performance of any or all of the Contract; or
 - ii) The accuracy of any claim or demand by the Contractor; or
 - iii) Additional or varied work having been ordered by the Owner.
3. The Certificate of Acceptance shall not, however, relieve the Contractor from his responsibilities as a result of any breach of this Contract by the Contractor, including, but not limited to, faulty or defective work appearing after the Certificate of Acceptance has been issued, failure of the Work to comply with the Contract Documents, or the requirement to comply with the terms of any special guarantees set out in the Supplemental Conditions.

ARTICLE XI - BIDDER/CONTRACTOR REMEDIES

GC.11.01 – Protest of Award or Decision to Award:

Any Bidder who desires to protest the award or decision to award a contract, by the Owner, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of the written decision by instituting legal action as provided in Section VIII (H.3) of the Procurement Policy. Nothing in this paragraph shall be construed to permit a Bidder to challenge the validity of the terms or conditions of the solicitation.

GC.11.02 - Contractual Disputes:

Contractual claims, whether for money or for other relief shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.

No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Owner or his designee. The Contractor may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the

Owner fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.

The decision of the Owner shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in § 2.2-4364 of the Code of Virginia. Failure of the Owner to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.



DEPARTMENT OF FINANCE

Procurement Division

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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM _____

SIGNATURE _____

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Company Name

Contract # and Title

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- B. ____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

ADDENDUM

ISSUE DATE: April 24, 2025

IFB: 25-059-C-S

TITLE: On-Call As Needed Small Construction and Trades Services

ADDENDUM NO: 001

ISSUED BY: Fauquier County Government and Public Schools

The above numbered solicitation is amended as set forth below. The hour and date specified for receipt of bids:

Is not extended;

X Is extended to:

DESCRIPTION OF ADDENDUM:

1. The close date for this solicitation has been extended to 5/14/25@ 3:00PM

All other Terms, Conditions, Tables, Charts, Specifications or Drawings not otherwise changes remain as originally stated or shown. A signed copy of this addendum must be received with your Bid submission and acknowledged on the Bid Form.

Fauquier County Government and Public Schools:

By: <i>Scott Bargas</i>	Title: Procurement Officer III
Printed Name: Scott Bargas	Date: 4/24/2025

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

ADDENDUM

ISSUE DATE: May 5, 2025
IFB: 25-059-C-S
TITLE: On-Call As Needed Small Construction and Trades Services
ADDENDUM NO: 002
ISSUED BY: Fauquier County Government and Public Schools

The above numbered solicitation is amended as set forth below. The hour and date specified for receipt of bids:

X Is not extended;

Is extended to:

DESCRIPTION OF ADDENDUM:

1. IFB Paragraph 6.4.3 – delete; Bidders may submit either electronically or by paper submission
2. Attachment A – Paragraph 2.0, Scope of Work: Following the list of trades, the next paragraph shall be deleted and replaced with the following: “This Contract may be used for standard scheduled Work or emergency Work with the required response times (Owner reserves the right to adjust the required response times.) Bidders are not required to offer emergency responses in order to submit a Bid under this IFB. Bidder shall indicate on the Contract Data and Qualification Sheet their ability to provide Emergency Work:

Scheduled Work	Within three (3) days’ notice
Emergency Work	Within four (4) hours’ notice

{The remainder of that section remains as written}
3. Attachment A - 2.3.11 Remove the word ‘Institute’ and replace with ‘Owner’;
4. Attachment A – Paragraph 9.0, Bid Prices: The first sentence shall be deleted and replaced with “Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders’ customers.”
5. Attachment A – Paragraph 12.0, Evaluation, Award and Method of Ordering: paragraph 12.D shall be deleted and replaced with the following: “Work under each Trade area shall be assigned utilizing Department specific round robin assignments. Each using Department within the Schools and County will be provided with the award listing for each Trade area. The initial list to each Department will be placed in alphabetical order by trade. As work is available within the using Department, the Department shall contact the first firm for pricing and work. Following either completion of the task by the Contractor or lack of response by the Contractor, the using Department will document that and shall then move that Contractor to the bottom of the list and the next Contractor shall be utilized for the next task, and so on.

Procurement reserves the right to audit each Department’s round robin process at any time and adjust the process as is necessary to ensure fair assignment of Work throughout the Contract. At the start of each new Contract renewal period, the round robin list will pick up where previously left off prior to the last task. The list will not reset at the start of each renewal period. Additionally, Owner reserves the right to assign purchase orders to other Contractors based on its sole discretion in consideration of its knowledge and/or evaluation of Contractor’s qualifications, expertise,

capabilities, performance record, availability, cost delivery time or other factors as may be pertinent or in the best interest of the Owner.

At this point in time, Procurement has identified the following Departments for independent round robin processes:

1. Fauquier County General Services
 2. Fauquier County Airport
 3. Fauquier County Parks and Recreation
 4. Fauquier County Environmental Services
 5. Fauquier County Public Schools Facilities Department
6. Attachment A – Paragraph 15.4: The fifth paragraph shall be deleted in its entirety, along with the license and specialty items to be completed. Those items shall be provided on the Contractor Data and Qualification Sheet
 7. Attachment A – Paragraph 20.0, Subcontracts: remove in its entirety
 8. CONTRACTOR DATA AND QUALIFICATION SHEET: This sheet has been updated and is provided as an attachment to this Addendum. This update removes the DPOR Specialty Designation from the form and changes the Emergency Response ability to four (4) hours to match the requirement earlier in the IFB.
 9. Updates Bid FORM attached(4 pages).
 10. Responses to questions received by the deadline for questions (please see below):

Q: Hello- We are not aware of BLD as a classification for license in the commonwealth. Also, upon discussion with DPOR, the CIC license is a "sublicense" under the "CBC" category. In other words, if you hold the CBC license you are automatically qualified for the CIC work as the license covers the following:

"Commercial building contractors" (Abbr: CBC) means those individuals whose contracts include construction, remodeling, repair, improvement, removal, or demolition on real property owned, controlled, or leased by another person of commercial, industrial, institutional, governmental, and accessory use buildings or structures. The CBC classification does not provide for electrical, plumbing, HVAC, or gas fitting services and does not allow construction, repair, or improvement, of dwellings and townhouses as defined in the USBC. If the CBC contractor performs specialty services, other than those listed in this definition, all required specialty designations shall be obtained. The CBC contractor may act as a prime contractor and contract with subcontractors to perform work not permitted by the CBC license. The commercial building classification includes but is not limited to the functions carried out by the following specialties for contracts of commercial, institutional, governmental, and accessory use buildings or structures, including multi-family housing:

My firm holds, a CBC, RBC and ELE license. Please let us know if we are required to obtain the CIC designation, but again DPOR thought it duplicative. ***If the work is a specialty then you must obtain the trade license (Plumbing, Electrical, HVAC).

Thanks in advance.

A: *DPOR is the ultimate authority on the state licensing, so beyond having the county license we require and the correct license for the type of work they are doing, we would rely on DPOR to provide you with the correct license information. As such, the requirements for the two specialty license designations are removed completely from the IFB and are not required for any work at this time. The County and Schools reserve the right to request additional specialty licenses (with appropriate time given to pursue them) if needed in the future.*

Q: Good Evening - Our business provides a specific form of facility maintenance service — kitchen exhaust cleaning. Would such services be required as part of this bid, or will they be bid separately?
Thanks. Kind regards, Rob

- A: *At this time, there is no current need, however we encourage any business reviewing this IFB that may not have their particular trade listed to feel free to submit with their information. We may need kitchen hood and exhaust cleaning in the future, or other services not listed in the IFB, but we haven't in the past. Please use the "other" trade and values and submit relevant trade information.*
- Q: Attachment A, Paragraphs 2.3.2 and 2.3.11 appear contradictory to the Contractor Data And Qualification Sheet Item 8. For the purposes of bid response as per Appendix A Paragraph 2.3.2, is the Contractor required to provide years of experience, certifications, and licenses for staff members only or for all subcontractors we may potentially use if awarded this contract?
- A: *General contractors would provide licenses and experience years for their immediate staff, and for any trade that they want to participate in with subcontractors, they would show their subs professional trades licenses and experience before quoting work.*
- Q: Attachment A Paragraph 2.3.8 states "Contractors' employees shall have picture identification. The identification shall include employee's photograph, name and name of employer." Our employees all have government issued identification cards, but they do not have the name of the employer. Will government issued identification suffice as proper identification for Contractor's employees to enter any Owners property?
- A: *It is preferred that employees have identification with the name of the employer, however, we understand that not all companies operate in this way. As long as the worker is on site working in a company uniform of some type that clearly states the name of the company and has their government issued identification if requested, that will satisfy this requirement.*

All other Terms, Conditions, Tables, Charts, Specifications or Drawings not otherwise changes remain as originally stated or shown. A signed copy of this addendum must be received with your Bid submission and acknowledged on the Bid Form.

Fauquier County Government and Public Schools:

By: <i>Scott Bargas</i>	Title: Procurement Officer III
Printed Name: Scott Bargas	Date: 5/5/2025

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

ADDENDUM

ISSUE DATE: May 12, 2025

IFB: 25-059-C-S

TITLE: On-Call As Needed Small Construction and Trades Services

ADDENDUM NO: 003

ISSUED BY: Fauquier County Government and Public Schools

The above numbered solicitation is amended as set forth below. The hour and date specified for receipt of bids:

Is not extended;

X Is extended to:

DESCRIPTION OF ADDENDUM:

1. The close date for this solicitation has been extended to 5/16/25@ 3:00PM
2. Undated Bid Form and Data sheet attachment that was not in Addendum 002 as indicated.

All other Terms, Conditions, Tables, Charts, Specifications or Drawings not otherwise changes remain as originally stated or shown. A signed copy of this addendum must be received with your Bid submission and acknowledged on the Bid Form.

Fauquier County Government and Public Schools:

By: <i>Scott Bargas</i>	Title: Procurement Officer III
Printed Name: Scott Bargas	Date: 5/12/2025

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: _____

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): A B C

CONTRACTOR'S LICENSE

NUMBER: _____

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☐ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☐ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
7. Which of the following services does your organization provide?
 - a. **Asbestos Remediation**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐
 - b. **Asphalt Repair**
In-house ☐ Sub-contractor ☐
 - c. **Casework/Millwork**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐
 - d. **Concrete Work**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☐ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☐ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

y. Plumbing

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 4 hours?
- ☐ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET

SIGNATURE OF AUTHORIZED PERSON

DATE

RETURN THIS PAGE

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: _____

Pricing Schedule _____ of _____ in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$	\$
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$	\$
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$	\$
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$	\$
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$	\$
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$	\$
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$	\$
10.	Emergency Call additional fees (if applicable)	1	EA	\$	\$
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$

RETURN THIS PAGE

Project Reference Sheet (one required for each individual Trade for which you are submitting a Bid)

On a separate sheet, provide three (3) references for similar work performed for each Trade area checked above within the last three (3) years. It is acceptable to provide the same reference for multiple Trades as long as the specific portion of the Project Reference that applies to that Trade is highlighted in the Project Description. Bids submitted without this Project Reference Listing may be deemed nonresponsive.

NON-COLLUSION: The party making the foregoing bid 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 of 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 Fauquier County or the Commonwealth of Virginia.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Fauquier County, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on Contracts by any agent of Fauquier County or the Commonwealth of Virginia.

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation For Bid and hereby submits this bid pursuant to such instructions and specifications.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-ABM059-C

This Agreement is made and entered into this 16th day of July 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as “Owner” and **ABM Building Services**, having its principal place of business at **5701 General Washington, Suite J, Alexandria, VA 22312**, hereinafter referred to as “Contractor”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.


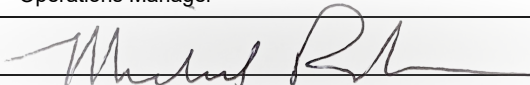
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor’s bid dated 5/15/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	ABM Building Services		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	Michael Roberson	By:	
Title:	Operations Manager	Title:	Procurement Manager
Date:		Date:	7/16/2025



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-AMB059-S

This Agreement is made and entered into this ~~30th~~ ^{14th} day of July 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **ABM Building Services**, having its principal place of business at **5701 General Washington, Suite J, Alexandria, VA 22312**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.



COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing, Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/15/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	ABM Building Services		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Regional Operations Manager	Title:	Procurement Manager
Date:	7/8/2025	Date:	7/14/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	ABM Building Services	Contact Name:	Daniel Madden
Mailing Address:	5701 General Washington, Suite J, Alexandria	Title:	Regional VP
Remit Address:	(same) VA, 22312	Phone:	609-218-3412
FEIN #:	20-0357050	Fax:	703-370-8339
VA SCC ID#*:	2705177858	Email:	daniel.madden@abm.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	DE
--	----	------------------------	----

III. Check one:

Sole Prop.	<input type="checkbox"/>	Limited Liability Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
Limited Partnership	<input type="checkbox"/>	Other	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>		

IV. Check all that apply:

Small	<input type="checkbox"/>	Minority Owned	<input type="checkbox"/>
Women Owned	<input type="checkbox"/>	Service-Disabled Veteran Owned	<input type="checkbox"/>

V. Addenda Receipt Confirmation:

Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	4.29.2025
Printed Name:	Daniel Madden	Title:	Regional Vice President

BID FORM

Bidders shall provide a separate Bid Form for each Trade Area on which they are providing pricing for consideration of award. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the ‘Check All That Apply For Consideration’ below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	X
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	
Guttering	
HVAC	X
Lighting	X
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	X
Metal Fabrication	X
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	X
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: ABM Building & Energy Solutions, Inc

Trade Area: Mechanical

Pricing Schedule 1 of 1 in this bid package

The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 159.00	\$
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 238.50	\$
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$	\$
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$	\$
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$	\$
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$	\$
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$	\$
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$	\$
10.	Emergency Call additional fees (if applicable)	1	EA	\$	\$
11.	Other: Truck Charge	1	EA	\$ 85.00	\$
GRAND TOTAL AMOUNT					\$

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: ABM

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): **A** B C

CONTRACTOR'S LICENSE NUMBER: 2705177858

DPOR SPECIALITY DESIGNATION (Circle one) CIC BLD

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☐ 15-30 years ☒ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☒
Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☒

c. Casework/Millwork

In-house ☐ Sub-contractor ☒
Interior ☐ Exterior ☐

d. Concrete Work

In-house ☐ Sub-contractor ☒
Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☒ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☐ Sub-contractor ☒

i. Electrical

In-house ☒ Sub-contractor ☒

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☒

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☒

l. Fencing

In-house ☐ Sub-contractor ☒

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

o. Guttering

In-house ☐ Sub-contractor ☒

p. HVAC

In-house ☒ Sub-contractor ☐

q. Lighting

In-house ☒ Sub-contractor ☒

Interior ☒ Exterior ☒

r. Locks and Repairs

In-house ☐ Sub-contractor ☒

s. Insulation Services

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

u. Mechanical

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☒ Sub-contractor ☒

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

x. Painting

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

y. Plumbing

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☒

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

cc. Welding

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☒
Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 24 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Daniel Madden

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET

SIGNATURE OF AUTHORIZED PERSON

4.29.2025

DATE

RETURN THIS PAGE



DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.


Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

ABM Building & Energy Solutions, Inc
Company Name

5701 General Washington Dr Suite J Alexandria VA
Company Address

Daniel Madden
Print Name of Authorized Representative


Authorized Representative Signature

IFB 25-059-C-S On Call Small Trades
Contract # and Title

703-370-5850
Company Phone Number

General Manager
Authorized Representative Title

4.29.2025
Date

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM ABM Building & Energy Solutions, Inc
SIGNATURE [Signature]

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 2705177858.

B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

ABM Building & Energy Solutions, Inc

Legal Name of Company (as listed on W-9)

ABM

Legal Name of Offeror/Bidder

4.29.2025

Date

Authorized Signature

Daniel Madden

Print or Type Name and Title

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-ASC059-C

This Agreement is made and entered into this 20th day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as “Owner” and **Security Corp. of Virginia**, having its principal place of business at **1702 Abbey Oak Drive, Vienna, VA 22182**, hereinafter referred to as “Contractor”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

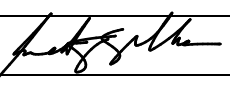

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor’s bid dated 5/14/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Security Corp. of Virginia		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	President	Title:	Procurement Manager
Date:	06/20/25	Date:	6/20/2025



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-ASC059-S

This Agreement is made and entered into this 20th day of June 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Security Corp. of Virginia**, having its principal place of business at **1702 Abbey Oak Drive, Vienna, VA 22182**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

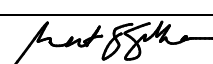

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing, Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/14/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Security Corp. of Virginia		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	President	Title:	Procurement Manager
Date:	06/20/2025	Date:	6/20/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Security Corp. of Virginia	Contact Name:	Brett Gillies
Mailing Address:	1702 Abbey Oak Dr, Vienna, VA 22182	Title:	President
Remit Address:	1702 Abbey Oak Dr, Vienna, VA 22182	Phone:	703-576-8107
FEIN #:	54-1431001	Fax:	703-337-1873
VA SCC ID#*:	03105004	Email:	brett.gillies@guardsasc.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
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III. Check one:

Sole Prop.		Limited Liability Corporation	
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation	X		

IV. Check all that apply:


Small	X	Minority Owned	
Women Owned		Service-Disabled Veteran Owned	X

V. Addenda Receipt Confirmation:

Addendum #:	001	Addendum #:	002	Addendum #:	003	Addendum #:		Addendum #:		Addendum #:	
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	5/13/25
Printed Name:	Brett Gillies	Title:	President

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	<input checked="" type="checkbox"/> Security and Patrol Services, including Fire Watch, for construction and renovations projects

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: Unarmed Security Guard & Patrol Services including Fire Watch

Pricing Schedule 1 of 1 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 33	\$ 1,320
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 44	\$ 220
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$	\$
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$	\$
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$	\$
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$	\$
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$	\$
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$	\$
10.	Emergency Call additional fees (if applicable)	1	EA	\$	\$
11.	Other: Fire Watch Rate (Regular and OT)	128	Hour	\$ 41	\$ 5,248
GRAND TOTAL AMOUNT					\$ 6,788

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Security Corp. of Virginia /dba American Security & Control

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): A **B** C

CONTRACTOR'S LICENSE

NUMBER: 11-1347 (Virginia Dept. of Criminal Justice Services ID)

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☐ 15-30 years ☒ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☐

c. Casework/Millwork

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

d. Concrete Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☐ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☐ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

y. Plumbing

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

**ee. Other: Security Guard & Patrol
Services including Fire Watch**

In-house ☒

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. N/A.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Brett Gillies, President

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET



SIGNATURE OF AUTHORIZED PERSON

5/13/25

DATE

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 03105004.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Security Corp. of Virginia

Legal Name of Company (as listed on W-9)

Security Corp. of Virginia

Legal Name of Offeror/Bidder

5/13/25

Date

Authorized Signature

Brett Gillies, President

Print or Type Name and Title

RETURN THIS PAGE



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Warrenton, VA 20186-3037
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Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Security Corp. of Virginia

Company Name

1702 Abbey Oak Dr, Vienna, VA 22182

Company Address

Brett Gillies

Print Name of Authorized Representative

Authorized Representative Signature

IFB 25-059-C-S, On-Call As Needed Small Construction and Trades Services

Contract # and Title

703-241-8001

Company Phone Number

President

Authorized Representative Title

5/13/25

Date

RETURN THIS PAGE



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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Security Corp. of Virginia /dba American Security & Control

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-CCA059-C

This Agreement is made and entered into this 3rd day of ~~June~~^{July} 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **CCA Floors & Interiors**, having its principal place of business at **885-A, South Pickett Street, Alexandria, VA 22304**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.



COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	CCA Floors & Interiors		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Vice President	Title:	Procurement Manager
Date:	6/24/25	Date:	7/3/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	CCA FLOORS & INTERIORS	Contact Name:	FARBOD TORKZADEH
Mailing Address:	885-A S. PICKETT STREET, ALEXANDRIA, VA 22304	Title:	PROJECT MANAGER
Remit Address:	885-A S. PICKETT STREET, ALEXANDRIA, VA 22304	Phone:	571-334-0928 / 703-212-6362
FEIN #:	54-1148713	Fax:	
VA SCC ID#*:	02073203	Email:	FTORKZADEH@CCAFLOORS.COM

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
--	----	------------------------	----

III. Check one:

Sole Prop.		Limited Liability Corporation	
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation	X		

IV. Check all that apply:

Small		Minority Owned	
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:	
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:	<i>Farbod Torkzadeh</i>	Date:	04/29/2025
Printed Name:	FARBOD TORKZADEH	Title:	PROJECT MANAGER

BID FORM

Bidders shall provide a separate Bid Form for each Trade Area on which they are providing pricing for consideration of award. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the ‘Check All That Apply For Consideration’ below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	X
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	X
General Construction	
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	X
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: **CCA FLOORS & INTERIORS**

Trade Area: FLOORING INSTALLATION/REFINISHING,

Pricing Schedule 1 of 2 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 72.21	\$ 2,888.59
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 108.32	\$ 541.61
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 108.32	\$ 108.32
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 52.21	\$ 1,044.30
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 78.32	\$ 156.64
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 78.32	\$ 78.32
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 37.30	\$ 1,491.85
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 55.94	\$ 279.72
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 55.94	\$ 55.94
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 750.00	\$ 750.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$ 7,395.29

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: **CCA FLOORS & INTERIORS**

Trade Area: TILE AND GROUT WORK

Pricing Schedule 2 of 2 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 72.21	\$ 2,888.59
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8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 55.94	\$ 279.72
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 55.94	\$ 55.94
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 750.00	\$ 750.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$ 7,395.29



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

CCA FLOORS & INTERIORS

SIGNATURE

Farbod Torkezadsh

Revised 4/8/2021, Proc/HR

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CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

CCA FLOORS & INTERIORS

Company Name

885-A S. PICKETT STREET, ALEXANDRIA, VA 22304

Company Address

FARBOD TORKZADEH

Print Name of Authorized Representative

Farbod Torkzadeh

Authorized Representative Signature

TBD

Contract # and Title

703-370-0000 / 571-334-0928 / 703-212-6362

Company Phone Number

PROJECT MANAGER

Authorized Representative Title

04/29/2025

Date

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT

a Political subdivision of the Commonwealth of Virginia

Contract # IFB 25-CIT059-C

This Agreement is made and entered into this 25 day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Citadel Development LLC dba Citadel DBD**, having its principal place of business at **1212 Pennsylvania Ave., S.E., Washington, DC 20003**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

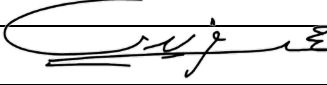
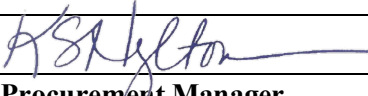
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Citadel Development LLC, dba Citadel DBD		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Principal	Title:	Procurement Manager
Date:	06/23/2025	Date:	6/25/2025



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-CIT059-S

This Agreement is made and entered into this 25 day of June 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Citadel Development LLC dba Citadel DBD**, having its principal place of business at 1212 Pennsylvania Ave., S.E., Washington, DC 20003, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

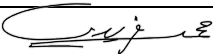

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing, Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Citadel Development LLC, dba Citadel DBD		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Principal	Title:	Procurement Manager
Date:	06/23/2025	Date:	6/25/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Citadel Development LLC, doing business as Citadel DBD	Contact Name:	Mohammad FridyMBA, AIA
Mailing Address:	1212 Pennsylvania Avenue SE, Washington, DC 20003	Title:	Principal
Remit Address:	1212 Pennsylvania Avenue SE, Washington, DC 20003	Phone:	(703) 209-5940
FEIN #:		Fax:	
VA SCC ID#*:		Email:	mfridy@citadeldbd.com

II. Company Classification

Principal place of business located in (state)	Washington, DC	State of incorporation	Washington, DC
--	----------------	------------------------	----------------

III. Check one:

Sole Prop.		Limited Liability Corporation	<input checked="" type="checkbox"/>
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation			

IV. Check all that apply:

Small	<input checked="" type="checkbox"/>	Minority Owned	<input checked="" type="checkbox"/>
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:	
-------------	--	-------------	--	-------------	--	-------------	--	-------------	--	-------------	--

VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:	<i>Mohammad Fridy</i>	Date:	April 30, 2025
Printed Name:	Mohammad FridyMBA, AIA	Title:	Principal



On-Call As Needed Small Construction and Trades Services
IFB 25-059-C-S

Invitation

For Bid

Submitted To:
Fauquier County Government & Public
Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

Submitted by
Mohammad Fridy, MBA, AIA Principal
703-2095940
mfridy@CITADELdbd.com
1212 Pennsylvania Avenue SE Washington, DC 20003
CAGE Code: 7W9X8
DUNS Number: 079643880
POC: Daniel Covington – Business Development Manager
Phone: 202-505-5656

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Citadel Development LLC, doing business as Citadel DBD

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): A B C

CONTRACTOR'S LICENSE NUMBER: **ARC101738**

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☒ 5-15 years ☐ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☐

c. Casework/Millwork

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

d. Concrete Work

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☒ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☒ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

y. Plumbing

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Mohammad Fridy, MBA, AIA

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET

Mohammad Fridy May 15, 2025
SIGNATURE OF AUTHORIZED PERSON DATE

RETURN THIS PAGE

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	X
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	X
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	X
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	X
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: Citadel Development LLC

Trade Area: _____

Pricing Schedule _____ of _____ in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$	\$
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$	\$
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$	\$
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$	\$
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$	\$
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$	\$
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$	\$
10.	Emergency Call additional fees (if applicable)	1	EA	\$	\$
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$

On Call Services Pricing Schedule

Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
Labor Rate- Lead Journeyman level -Regular Time-7:00 am to 3: 00 PM , Monday Through Friday	40	Hour	\$ 125.00	\$ 5,000.00
Labor Rate- Lead Journeyman level - Overtime Rate	5	Hour	\$ 188.00	\$ 940.00
Labor Rate- Lead Journeyman level - Emergency Rate	1	Hour	\$ 260.00	\$ 260.00
Labor Rate- Experienced non - journeyman Level- Regular Time-7:00 am to 3: 00 PM , Monday Through Friday	20	Hour	\$ 97.00	\$ 1,940.00
Labor Rate - Experienced non- journeyman level Overtime -	2	Hour	\$ 146.00	\$ 292.00
Labor Rate - Experienced non -Journeyman Level -Emergency Rate	1	Hour	\$ 195.00	\$ 195.00
Labor Helper- Trader helper Regular Time - 7:00 am to 3: 00 pm , Monday through Friday	40	Hour	\$ 78.00	\$ 3,120.00
Labor Helper- Trader helper Overtime Rate	5	Hour	\$ 117.00	\$ 585.00
Labor Helper- Trader helper Emergency Rate	1	Hour	\$ 155.00	\$ 155.00
Emergency Call additional Fees if applicable	1	EA	\$ 575.00	\$ 575.00
Other	1	EA	\$	



DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Citadel Development LLC, doing business as Citadel DBD

Company Name

1212 Pennsylvania Avenue SE, Washington, DC 20003

Company Address

Mohammad Fridy, MBA, AIA

Print Name of Authorized Representative

Mohammad Fridy

Authorized Representative Signature

Contract # and Title

(703) 209-5940

Company Phone Number

Principal

Authorized Representative Title

April 30, 2025

Date

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- B. ____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☒ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Citadel Development LLC

Legal Name of Company (as listed on W-9)

Citadel architects / Citadel DBD

Legal Name of Offeror/Bidder

April 30, 2025

Date

Mohammad Fridy

Authorized Signature

Mohammad Fridy, MBA, AIA

Print or Type Name and Title

RETURN THIS PAGE

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, MAY 17, 2022

The State Corporation Commission has found the accompanying application for a certificate of registration to transact business in Virginia submitted on behalf of

Citadel Development LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF REGISTRATION TO TRANSACT BUSINESS IN
VIRGINIA**

be issued and admitted to record with the application in the Office of the Clerk of the Commission, effective May 17, 2022.

The limited liability company is registered to transact business in Virginia, subject to all Virginia laws applicable to the limited liability company and its business.

STATE CORPORATION COMMISSION

By

A handwritten signature in dark ink, appearing to read "Judith Williams Jagdmann", written in a cursive style.

Judith Williams Jagdmann
Commissioner



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Citadel Development LLC

FIRM

Mohammad Fridy

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-DAD059-C

This Agreement is made and entered into this 27 day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Dade Star Group, LLC**, having its principal place of business at **3500 Wayneswood Road, Fort Washington, MD 20744**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.



COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Dade Star Group, LLC 		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	Eric K. Wynes	By:	
Title:	President/Owner	Title:	Procurement Manager
Date:	06/25/2025	Date:	6/27/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Dade Star Group, LLC	Contact Name:	Eric K. Wynes
Mailing Address:	3500 Wayneswood Rd Fort Washington, MD 20744	Title:	President/Owner
Remit Address:		Phone:	301-379-6794
FEIN #:	46-1742123	Fax:	
VA SCC ID#*:	T0783193	Email:	info@dadestar.com

II. Company Classification

Principal place of business located in (state)	MD	State of incorporation	MD
--	----	------------------------	----

III. Check one:

Sole Prop.		Limited Liability Corporation	X
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation			

IV. Check all that apply:


Small	X	Minority Owned	X
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

Addendum #:	01	Addendum #:	02	Addendum #:	03	Addendum #:		Addendum #:		Addendum #:	
-------------	----	-------------	----	-------------	----	-------------	--	-------------	--	-------------	--

VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	05-14-2025
Printed Name:	Eric K. Wynes	Title:	President/Owner

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	Type text here
Concrete Work	✓
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	✓
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	✓
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	✓
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	✓
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: Concrete

Pricing Schedule 1 of 5 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 94.50	\$ 3,780.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$141.75	\$ 708.75
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$189.00	\$ 189.00
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 67.50	\$ 1,350.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 101.25	\$ 202.50
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$135.00	\$ 135.00
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$54.000	\$ 2,160.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 81.00	\$ 405.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 108.00	\$ 108.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$1,000.00	\$ 1,000.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$10,038.25

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: Drywall

Pricing Schedule 3 of 5 in this bid package

The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 97.20	\$ 3,888.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 145.80	\$ 729.00
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 194.40	\$ 194.40
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 78.30	\$ 1,566.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 117.45	\$ 234.90
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 156.00	\$ 156.00
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 54.00	\$ 2,160.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 81.00	\$ 405.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 108.00	\$ 108.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 1,000.00	\$,1000.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$ 10,333.30

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: General Construction

Pricing Schedule 5 of 5 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$	\$
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$	\$
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$	\$
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$	\$
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$	\$
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$	\$
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$	\$
10.	Emergency Call additional fees (if applicable)	1	EA	\$	\$
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: Masonry

Pricing Schedule 2 of 5 in this bid package

The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 102.60	\$4,104.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$153.90	\$ 769.50
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 205.20	\$ 205.20
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 89.10	\$ 1,782.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 133.65	\$ 267.30
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 178.20	\$ 178.20
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 54.00	\$ 2,160.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 81.00	\$ 405.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$108.00	\$ 108.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$1,000.00	\$ 1,000.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$ 10,979.20

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: _____ Paint _____

Pricing Schedule 4 of 5 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 75.60	\$ 3,025.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 113.40	\$ 567.00
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 151.20	\$ 151.20
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 62.10	\$ 1,242.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 93.15	\$ 186.30
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 124.20	\$ 124.20
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 54.00	\$ 2,160.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 81.00	\$ 405.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 108.00	\$ 108.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 1,000.00	\$ 1,000.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$ 8,968.40

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Dade Star Group, LLC

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): **A** B C

CONTRACTOR'S LICENSE

NUMBER: 2705186011

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☒ 5-15 years ☐ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☐

c. Casework/Millwork

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

d. Concrete Work

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

e. Cost Estimating

In-house ☐ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☒ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

y. Plumbing

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

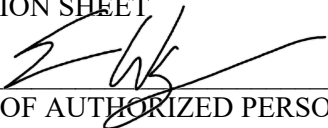
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Eric K. Wynes

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET


SIGNATURE OF AUTHORIZED PERSON

05-14-2025
DATE

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Dade Star Group, LLC

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- B. ☒ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is T0783193.
- C. ____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Dade Star Group, LLC

Legal Name of Company (as listed on W-9)

Dade Star Group, LLC

Legal Name of Offeror/Bidder

05/14/2025

Date


Authorized Signature

Eric K. Wynes

President

Print or Type Name and Title

RETURN THIS PAGE



DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Dade Star Group, LLC

Company Name

Contract # and Title

3500 Wayneswood Rd Fort Washington, MD 20744

301-379-6794

Company Address

Company Phone Number

Eric K. Wynes

President/Owner

Print Name of Authorized Representative

Authorized Representative Title

05/13/2025

Authorized Representative Signature

Date

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-DEM059-C

This Agreement is made and entered into this 20th day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Demolition Services, Inc.**, having its principal place of business at **16377 Bennet Road, Culpeper, VA 22701**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

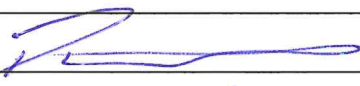
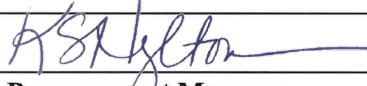
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Demolition Services, Inc.		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	<i>President</i>	Title:	Procurement Manager
Date:	<i>6/20/2025</i>	Date:	6/20/2025



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-DEM059-S

This Agreement is made and entered into this 20th day of June 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Demolition Services, Inc.**, having its principal place of business at **16377 Bennet Road, Culpeper, VA 22701**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

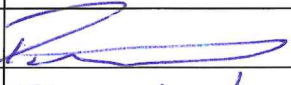
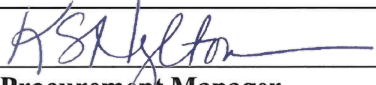
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

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	Demolition Services, Inc.		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	<i>President</i>	Title:	Procurement Manager
Date:	<i>6/20/2025</i>	Date:	6/20/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Demolition Services Inc.	Contact Name:	Ronald L Feather
Mailing Address:	16377 Bennett Rd, Culpeper, VA 22701	Title:	President
Remit Address:	16377 Bennett Rd, Culpeper, VA 22701	Phone:	540-825-4321
FEIN #:	26-2956695	Fax:	540-825-4324
VA SCC ID#*:	6958177	Email:	rfeather@demoservicesinc.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
--	----	------------------------	----

III. Check one:

Sole Prop.		Limited Liability Corporation	
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation	x		

IV. Check all that apply:

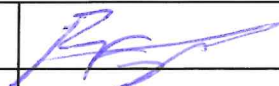
Small	x	Minority Owned	
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

Addendum #:	1	Addendum #:	2	Addendum #:	3	Addendum #:		Addendum #:		Addendum #:	
-------------	---	-------------	---	-------------	---	-------------	--	-------------	--	-------------	--

VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	5/16/2025
Printed Name:	Ronald L Feather	Title:	President

BID FORM

Bidders shall provide a separate Bid Form for each Trade Area on which they are providing pricing for consideration of award. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the ‘Check All That Apply For Consideration’ below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	
Demolition	x
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: Demolition Services Inc.

Trade Area: Demolition

Pricing Schedule 1 of 1 in this bid package

The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 55.00	\$ 2,200.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 82.50	\$ 412.50
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 110.00	\$ 110.00
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 35.00	\$ 700.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 52.50	\$ 105.00
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 70.00	\$ 70.00
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 35.00	\$ 1,400.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 52.00	\$ 260.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 70.00	\$ 70.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 0	\$ 0
11.	Other:	1	EA	\$ 0	\$ 0
GRAND TOTAL AMOUNT					\$ 5,327.50

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Demolition Services Inc.

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): A B C

CONTRACTOR'S LICENSE NUMBER: 2705138502

DPOR SPECIALITY DESIGNATION (Circle one) CIC BLD

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☒ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?
 - a. **Asbestos Remediation**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐
 - b. **Asphalt Repair**
In-house ☐ Sub-contractor ☐
 - c. **Casework/Millwork**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐
 - d. **Concrete Work**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☐ Sub-contractor ☐

f. Demolition

In-house ☒ Sub-contractor ☐
Interior ☐ Exterior ☒

g. Disaster Recovery

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☐ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

y. Plumbing

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 24 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Ronald L Feather - President

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET


SIGNATURE OF AUTHORIZED PERSON

5/16/2025

DATE

RETURN THIS PAGE



DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercountv.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Demolition Services Inc.

Company Name

16377 Bennett Rd, Culpeper, VA 22701

Company Address

Ronald L Feather

Print Name of Authorized Representative


Authorized Representative Signature

IFB 25-059-C-5

On Call As Needed Small Construction and Trade Services

Contract # and Title

540-825-4321

Company Phone Number

President

Authorized Representative Title

5/16/2025

Date

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Demolition Services Inc.

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



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Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 6958177.

B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Demolition Services Inc.

Legal Name of Company (as listed on W-9)

Ronald L Feather

Legal Name of Offeror/Bidder

5/16/2025

Date

Authorized Signature

Ronald L Feather - President

Print or Type Name and Title

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-FFD059-C

This Agreement is made and entered into this 23 day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Fairfield Enterprise, LLC**, having its principal place of business at **4451 Brookfield Corporate Dr., Suite 108, Chantilly, VA 20151**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.



COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

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- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Fairfield Enterprise, LLC		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	CEO	Title:	Procurement Manager
Date:	06-23-2025	Date:	6/23/2025



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-FFD059-S

This Agreement is made and entered into this 23 day of June 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Fairfield Enterprise, LLC**, having its principal place of business at **4451 Brookfield Corporate Dr., Suite 108, Chantilly, VA 20151**, hereinafter referred to as "Contractor".

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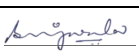

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- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Fairfield Enterprise, LLC		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	CEO	Title:	Procurement Manager
Date:	06-23-2025	Date:	6/23/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Fairfield Enterprise, LLC	Contact Name:	Sujwala Puttagunta
Mailing Address:	4451 Brookfield Corporate Dr, Suite 108, Chantilly, VA 20151	Title:	CEO
Remit Address:	4451 Brookfield Corporate Dr, Suite 108, Chantilly, VA 20151	Phone:	703-342-6560
FEIN #:	04-3818084	Fax:	202 600 0370
VA SCC ID#*:	S 1544917	Email:	info@fairfieldenterprise.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
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III. Check one:

Sole Prop.	<input type="checkbox"/>	Limited Liability Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
Limited Partnership	<input type="checkbox"/>	Other	<input type="checkbox"/>
Corporation	<input type="checkbox"/>		<input type="checkbox"/>

IV. Check all that apply:

Small	<input checked="" type="checkbox"/>	Minority Owned	<input checked="" type="checkbox"/>
Women Owned	<input checked="" type="checkbox"/>	Service-Disabled Veteran Owned	<input type="checkbox"/>

V. Addenda Receipt Confirmation:

Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:	
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	06-23-2025
Printed Name:	Sujwala Puttagunta	Title:	CEO

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Sujwala Puttagunta

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): A B C

CONTRACTOR'S LICENSE NUMBER: 2705181283

DPOR SPECIALITY DESIGNATION (Circle one) CIC BLD

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☒ 5-15 years ☐ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☒
Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☒

c. Casework/Millwork

In-house ☒ Sub-contractor ☐
Interior ☐ Exterior ☐

d. Concrete Work

In-house ☒ Sub-contractor ☐
Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☒ Sub-contractor ☐

f. Demolition

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☒ Sub-contractor ☐

i. Electrical

In-house ☒ Sub-contractor ☒

Interior ☒ Exterior ☐

j. Excavation/Grading

In-house ☒ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☒

l. Fencing

In-house ☒ Sub-contractor ☒

m. Flooring Installation/Refinishing

In-house ☒ Sub-contractor ☐

n. General Construction

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

o. Guttering

In-house ☒ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☒

q. Lighting

In-house ☒ Sub-contractor ☒

Interior ☒ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☒

s. Insulation Services

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

y. Plumbing

In-house ☒ Sub-contractor ☒

Interior ☐ Exterior ☐

z. Roofing

In-house ☒ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☒ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☒

Interior ☐ Exterior ☐

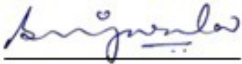
dd. Window & Door Repair/Replacement

In-house ☒ Sub-contractor ☒
Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 24 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Sujwala Puttagunta, CEO
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET



SIGNATURE OF AUTHORIZED PERSON

5/13/2025

DATE

RETURN THIS PAGE

BID FORM

Bidders shall provide a separate Bid Form for each Trade Area on which they are providing pricing for consideration of award. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the ‘Check All That Apply For Consideration’ below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	✓
Asphalt Repair	✓
Casework/Millwork	✓
Concrete Work	✓
Cost Estimating	✓
Demolition	✓
Disaster Recovery	
Dry Wall Installation/Finishing	✓
Electrical	✓
Excavation/Grading	✓
Exterior Waterproofing	✓
Fencing	✓
Flooring Installation/Refinishing	✓
General Construction	✓
Guttering	✓
HVAC	✓
Lighting	✓
Locks and Repairs	✓
Insulation services	✓
Masonry	✓
Mechanical	✓
Metal Fabrication	✓
Mold Remediation	✓
Painting	✓
Plumbing	✓
Roofing	✓
Tile and Grout Work	✓
Water Mitigation	✓
Welding	✓
Window & Door (All Types) Repair/Replacement	✓
OTHER: (Describe in detail any services offered not included on the above list)	✓

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: FairfieldEnterprise,LLC

Trade Area: Fauquier county

Pricing Schedule 27 of 63 in this bid package

The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 210.00	\$ 8,400.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 210.00	\$ 840.00
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 140.00	\$ 140.00
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 210.00	\$ 4,200.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 65.00	\$ 65.00
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 65.00	\$ 65.00
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 210.00	\$ 8,400.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 210.00	\$ 1050.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 140.00	\$ 140.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 140.00	\$ 140.00
11.	Other:	1	EA	\$ 65.00	\$ 65.00
GRAND TOTAL AMOUNT					\$ 23,505.00



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Fairfield Enterprise, LLC

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

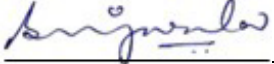
Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Fairfield Enterprise, LLC	CEO
Company Name	Contract # and Title
4451 Brookfield Corporate Dr, Suite 108, Chantilly, VA 20151	703 – 342 – 6560
Company Address	Company Phone Number
Sujwala Puttagunta	CEO
Print Name of Authorized Representative	Authorized Representative Title
	5/13/2025
Authorized Representative Signature	Date

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is S 1544917.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Fairfield Enterprise, LLC

Legal Name of Company (as listed on W-9)

Sujwala Puttagunta

Legal Name of Offeror/Bidder

5/13/2025

Date

Authorized Signature

Sujwala Puttagunta, CEO

Print or Type Name and Title

RETURN THIS PAGE



**FAIRFIELD
ENTERPRISE**

Cert of No Crimes Against Children

Fairfield Enterprise, LLC
4451 Brookfield Corporate Dr, Suite 108
Chantilly, VA 20151
Date: 05-16-2025

Re: Certification of No Crimes Against Children

To Whom It May Concern,

This letter certifies that Fairfield Enterprise, LLC and its officers, employees, and agents have not been convicted of any crimes against children, including but not limited to abuse, neglect, exploitation, or other related offenses.

We understand the importance of safeguarding children and ensuring a safe environment in any project or service engagement. We confirm that our company and staff meet all applicable legal and ethical standards related to working in environments involving or near minors.

Should any change in status occur concerning this certification, we are committed to notifying the concerned authority immediately.

Sincerely,
Sujwala Puttagunta
CEO
Fairfield Enterprise, LLC



202-600-0370



info@fairfieldenterprise.com
www.fairfieldenterprise.com



4451 Brookfield Corporate Dr,
Suite 108, Chantilly, VA 20151



Certificate of Insurance

Subject: Certificate of Insurance Submission – IFB 25-059-C-S

Dear Mr. Williams,

Please find attached the Certificate of Insurance for Fairfield Enterprise, LLC, submitted in accordance with the requirements for IFB 25-059-C-S – On-Call As Needed Small Construction and Trades Services.

Key Details:

- Certificate Holder: City of Fredericksburg, Fredericksburg Regional Transit, 1400 Emancipation Hwy, Fredericksburg, VA 22401
- Insurers: Erie Insurance & Hartford Underwriters
- Coverage: General, Auto, Umbrella, and Workers' Compensation
- Waiver of Subrogation: Blanket waiver in favor of the Certificate Holder
- Policy Dates: Active and valid through required term

Please confirm if this meets the project requirements or advise if any further details are needed.

Best regards,
Sujwala Puttagunta
CEO, Fairfield Enterprise, LLC
info@fairfieldenterprise.com





FAUQUIER COUNTY GOVERNMENT

a Political subdivision of the Commonwealth of Virginia

Contract # IFB 25-GEN059-C

This Agreement is made and entered into this 24th day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Genesis Construction Group**, having its principal place of business at **101 E. Marshall Street, Remington, VA 22734**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

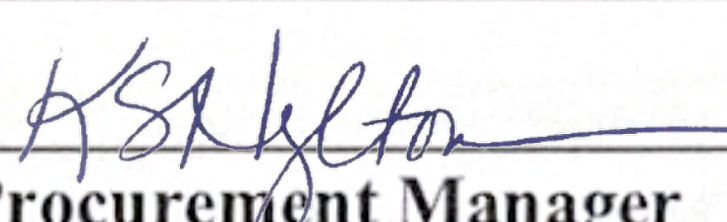
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/14/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Genesis Construction Group		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	Mark Jenkins	By:	
Title:	Owner	Title:	Procurement Manager
Date:	6/24/25	Date:	6/24/2025



FAUQUIER COUNTY PUBLIC SCHOOLS

a Political subdivision of the Commonwealth of Virginia

Contract # IFB 25-GEN059-S

This Agreement is made and entered into this 24th day of June 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Genesis Construction Group**, having its principal place of business at **101 E. Marshall Street, Remington, VA 22734**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing, Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/14/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Genesis Construction Group		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	Mark Jenkins	By:	ASRylton
Title:	Owner	Title:	Procurement Manager
Date:	6/24/25	Date:	6/24/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Genesis Construction Group	Contact Name:	Mark Jenkins
Mailing Address:	101 E Marshall St. Remington, VA	Title:	Owner
Remit Address:	Same	Phone:	540-439-4663
FEIN #:	46-5160641	Fax:	N/A
VA SCC ID#*:	1100107-6	Email:	Mark@gteamva.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
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III. Check one:

Sole Prop.	<input type="checkbox"/>	Limited Liability Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
Limited Partnership	<input type="checkbox"/>	Other	<input type="checkbox"/>
Corporation	<input type="checkbox"/>		<input type="checkbox"/>

IV. Check all that apply:

Small	<input checked="" type="checkbox"/>	Minority Owned	<input type="checkbox"/>
Women Owned	<input checked="" type="checkbox"/>	Service-Disabled Veteran Owned	<input type="checkbox"/>

V. Addenda Receipt Confirmation:

Addendum #:		Addendum #:		Addendum #:		Addendum #:		Addendum #:	
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	5/13/25
Printed Name:	Mark Jenkins	Title:	Owner

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	\$ 50.00 per hour
Concrete Work	
Cost Estimating	\$ 150.00 per hour
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	\$ 40.00 per hour
Electrical	\$ 75.00 per hour
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	\$ 35.00 per hour
General Construction	\$ 50.00 per hour
Guttering	\$ 35.00 per hour
HVAC	
Lighting	
Locks and Repairs	
Insulation services	\$ 35.00 per hour
Masonry	\$ 45.00 per hour
Mechanical	
Metal Fabrication	\$ 75.00 per hour
Mold Remediation	\$ 75.00 per hour
Painting	\$ 40.00 per hour
Plumbing	\$ 60.00 per hour
Roofing	\$ 45.00 per hour
Tile and Grout Work	\$ 40.00 per hour
Water Mitigation	\$ 50.00 per hour
Welding	\$ 75.00 per hour
Window & Door (All Types) Repair/Replacement	\$ 50.00 per hour
OTHER: (Describe in detail any services offered not included on the above list)	Snow Removal \$ 145.00 per hour per truck \$ 175.00 per hour spreader

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: Genesis Construction Group

Trade Area: General Contractor

Pricing Schedule _____ of _____ in this bid package

The estimated annual quantities shown below are for bid evaluation purposes only. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 50.00	\$ 2,000
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 75.00	\$ 375
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 75.00	\$ 75
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 30.00	\$ 600
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 45.00	\$ 90
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 45.00	\$ 45
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 30.00	\$ 1,200
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 45.00	\$ 225
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 45.00	\$ 45
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 250.00	\$ 250
11.	Other:	1	EA	\$ 250.00	\$ 250
GRAND TOTAL AMOUNT					\$ 5,155

↓
Dispatch
Fee

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Genesis Construction Group

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): (A) B C

CONTRACTOR'S LICENSE

NUMBER: 2705153726

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☒ 5-15 years ☐ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
 If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
 If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
 If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
 If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
 If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☐
 Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☐

c. Casework/Millwork

In-house ☒ Sub-contractor ☒
 Interior ☒ Exterior ☒

d. Concrete Work

In-house ☐ Sub-contractor ☐
 Interior ☐ Exterior ☐

- e. **Cost Estimating**
In-house ☒ Sub-contractor ☐
- f. **Demolition**
In-house ☒ Sub-contractor ☒
Interior ☒ Exterior ☐
- g. **Disaster Recovery**
In-house ☒ Sub-contractor ☒
Interior ☒ Exterior ☒
- h. **Drywall Installation/Finishing**
In-house ☒ Sub-contractor ☒
- i. **Electrical**
In-house ☐ Sub-contractor ☒
Interior ☒ Exterior ☒
- j. **Excavation/Grading**
In-house ☐ Sub-contractor ☐
- k. **Exterior Waterproofing**
In-house ☐ Sub-contractor ☐
- l. **Fencing**
In-house ☐ Sub-contractor ☐
- m. **Flooring Installation/Refinishing**
In-house ☒ Sub-contractor ☒
- n. **General Construction**
In-house ☒ Sub-contractor ☒
Interior ☒ Exterior ☒
- o. **Guttering**
In-house ☒ Sub-contractor ☒
- p. **HVAC**
In-house ☐ Sub-contractor ☐
- q. **Lighting**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐
- r. **Locks and Repairs**
In-house ☐ Sub-contractor ☐

- s. **Insulation Services**
In-house ☒ Sub-contractor ☒
Interior ☒ Exterior ☐
- t. **Masonry**
In-house ☐ Sub-contractor ☒
Interior ☒ Exterior ☒
- u. **Mechanical**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐
- v. **Metal Fabrication**
In-house ☐ Sub-contractor ☒
Interior ☐ Exterior ☐
- w. **Mold Remediation**
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐
- x. **Painting**
In-house ☒ Sub-contractor ☒
Interior ☒ Exterior ☒
- y. **Plumbing**
In-house ☐ Sub-contractor ☒
Interior ☒ Exterior ☒
- z. **Roofing**
In-house ☒ Sub-contractor ☒
- aa. **Tile and Grout Work**
In-house ☒ Sub-contractor ☒
Interior ☒ Exterior ☒
- bb. **Water Mitigation**
In-house ☒ Sub-contractor ☐
Interior ☒ Exterior ☒
- cc. **Welding**
In-house ☐ Sub-contractor ☒
Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

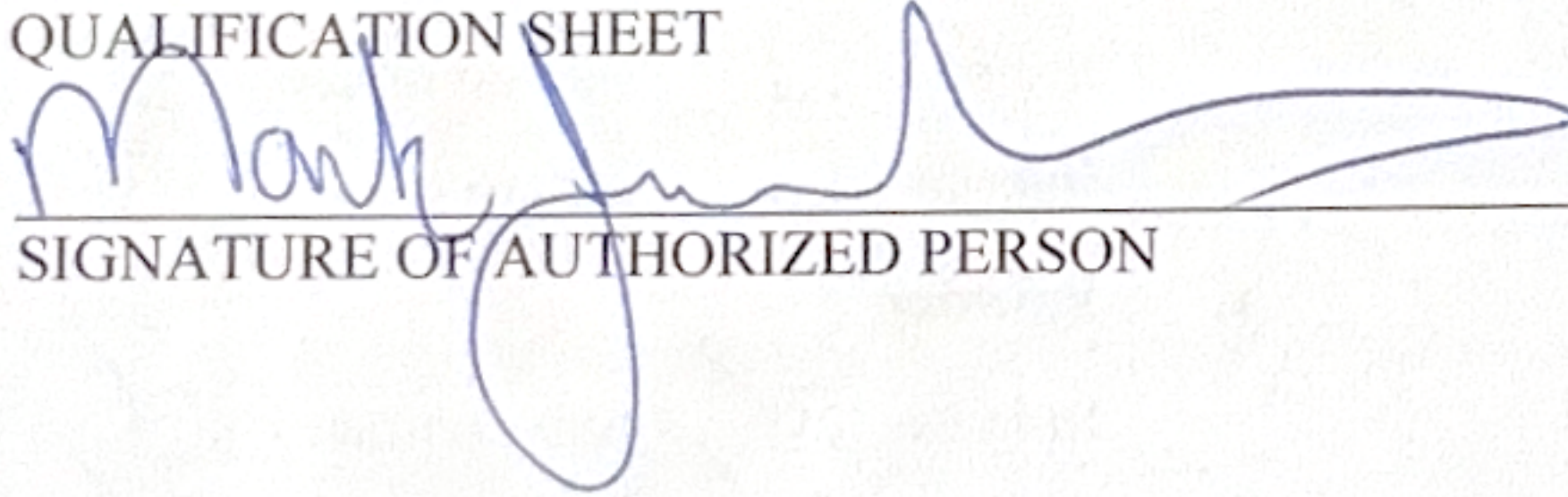
In-house ☒ Sub-contractor ☐
Interior ☒ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Mark Jenkins, Owner

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET



SIGNATURE OF AUTHORIZED PERSON

5/13/25
DATE

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denote minimum)
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM Genesis Construction Group
SIGNATURE Mark [Signature]

Revised 4/8/2021, Proc/HR

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procurement@fauquiercounty.gov



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Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Genesis Construction Group

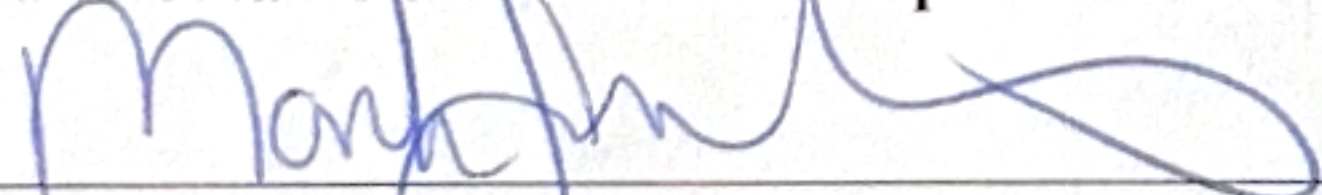
Company Name

101 E Marshall St. Remington, VA

Company Address

Mark Jenkins

Print Name of Authorized Representative



Authorized Representative Signature

Contract # and Title

540-439-4663

Company Phone Number

Owner

Authorized Representative Title

5/13/25

Date

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 1100107-6.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Genesis Construction Group

Legal Name of Company (as listed on W-9)

Mark Jenkins

Legal Name of Offeror/Bidder

5/13/25

Date

Mark Jenkins

Authorized Signature

Mark Jenkins - Owner

Print or Type Name and Title

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-MFC059-C

This Agreement is made and entered into this 27 day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **M&F Concrete, Inc.**, having its principal place of business at **7720 Bethlehem Road, Manassas, VA 20109**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.


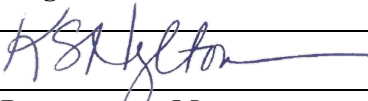
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	M&F Concrete, Inc.		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	Marcos Silva 	By:	
Title:	President	Title:	Procurement Manager
Date:	6/24/25	Date:	6/27/2025



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-MFC059-S

This Agreement is made and entered into this 27 day of June 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **M&F Concrete, Inc.**, having its principal place of business at **7720 Bethlehem Road, Manassas, VA 20109**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

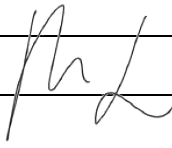
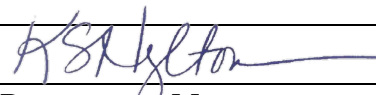
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing, Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	M&F Concrete, Inc.		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	Marcos Silva 	By:	
Title:	President	Title:	Procurement Manager
Date:	6/24/25	Date:	6/27/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	M&F Concrete, Inc.	Contact Name:	Marcos Silva
Mailing Address:	7720 Bethlehem Rd Manassas VA 20109	Title:	President
Remit Address:	7720 Bethlehem Rd Manassas VA 20109	Phone:	571-379-8761
FEIN #:	54-2046828	Fax:	571-379-8580
VA SCC ID#*:	0563223	Email:	marcos@mfbuild.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
--	----	------------------------	----

III. Check one:

Sole Prop.		Limited Liability Corporation	
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation	X		

IV. Check all that apply:

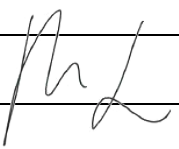
Small	X	Minority Owned	X
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

Addendum #:	1	Addendum #:	2	Addendum #:	3	Addendum #:		Addendum #:		Addendum #:	
-------------	---	-------------	---	-------------	---	-------------	--	-------------	--	-------------	--

VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	5/16/2025
Printed Name:	Marcos Silva	Title:	President

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	X
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: **M&F Concrete, Inc.**

Trade Area: Concrete

Pricing Schedule 1 of 1 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 98.00	\$ 3,920.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 147.00	\$ 735.00
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 147.00	\$ 147.00
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 98.00	\$ 1,960.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 147.00	\$ 294.00
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 147.00	\$ 147.00
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 71.87	\$ 2,874.67
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 107.80	\$ 539.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 107.80	\$ 107.80
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 5,000.00	\$ 5,000.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$ 15,724.47



DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

M&F Concrete Inc.

Company Name

7720 Bethlehem Rd Manassas VA 20109

Company Address

Marcos Silva

Print Name of Authorized Representative

Authorized Representative Signature

Contract # and Title

571-379-8761

Company Phone Number

President

Authorized Representative Title

5/15/2025

Date

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DEPARTMENT OF FINANCE

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Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

M & F Concrete, Inc.

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 05630223.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

M & F Concrete, Inc.

Legal Name of Company (as listed on W-9)

M & F Concrete, Inc.

Legal Name of Offeror/Bidder

5/16/2025

Date

Authorized Signature

Marcos Silva / President

Print or Type Name and Title

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-SWC059-C

This Agreement is made and entered into this 20th day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as “Owner” and **S-Works Construction Corporation**, having its principal place of business at **212 E. Market Street, Leesburg, VA 20176**, hereinafter referred to as “Contractor”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.



COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor’s bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	S-Works Construction Corporation		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	CEO & Co-Owner	Title:	Procurement Manager
Date:	6/20/2025	Date:	6/23/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	S-Works Construction Corporation	Contact Name:	Rich Ruckman
Mailing Address:	212 E. Market Street, Leesburg, VA 20176	Title:	CEO & Co-Owner
Remit Address:	212 E. Market Street, Leesburg, VA 20176	Phone:	(703) 953-3733
FEIN #:	37-1848281	Fax:	
VA SCC ID#*:	08140089	Email:	rruckman@sworconstruction.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
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III. Check one:

Sole Prop.	<input type="checkbox"/>	Limited Liability Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
Limited Partnership	<input type="checkbox"/>	Other	<input type="checkbox"/>
Corporation	<input type="checkbox"/>		<input type="checkbox"/>

IV. Check all that apply:

Small	<input type="checkbox"/>	Minority Owned	<input type="checkbox"/>
Women Owned	<input type="checkbox"/>	Service-Disabled Veteran Owned	<input type="checkbox"/>

V. Addenda Receipt Confirmation:

Addendum #: 1	<input type="checkbox"/>	Addendum #: 2	<input type="checkbox"/>	Addendum #: 3	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	05/16/2025
Printed Name:	Rich Ruckman	Title:	CEO & Co-Owner

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	X
Asphalt Repair	X
Casework/Millwork	X
Concrete Work	X
Cost Estimating	X
Demolition	X
Disaster Recovery	X
Dry Wall Installation/Finishing	X
Electrical	X
Excavation/Grading	X
Exterior Waterproofing	X
Fencing	X
Flooring Installation/Refinishing	X
General Construction	X
Guttering	X
HVAC	X
Lighting	X
Locks and Repairs	X
Insulation services	X
Masonry	X
Mechanical	X
Metal Fabrication	X
Mold Remediation	X
Painting	X
Plumbing	X
Roofing	X
Tile and Grout Work	X
Water Mitigation	X
Welding	X
Window & Door (All Types) Repair/Replacement	X
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: S-Works Construction Corporation

Trade Area: Cost Estimating

Pricing Schedule 2 of 2 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

“On-Call” Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 151.37	\$ 6,054.84
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 227.06	\$ 1,135.28
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 237.06	\$ 237.06
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 125.95	\$ 2,519.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 188.93	\$ 377.85
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 198.93	\$ 198.93
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 102.28	\$ 4,091.12
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 153.42	\$ 767.09
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 163.42	\$ 163.42
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 500.00	\$ 500.00
11.	Other:	1	EA	\$ 0.00	\$ 0.00
GRAND TOTAL AMOUNT					\$ 16,044.58

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: S-Works Construction Corporation

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): (A) B C

CONTRACTOR'S LICENSE

NUMBER: 2705048748

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☒ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☒
Interior ☒ Exterior ☒

b. Asphalt Repair

In-house ☐ Sub-contractor ☒

c. Casework/Millwork

In-house ☐ Sub-contractor ☒
Interior ☒ Exterior ☒

d. Concrete Work

In-house ☐ Sub-contractor ☒
Interior ☒ Exterior ☒

e. Cost Estimating

In-house ☒ Sub-contractor ☐

f. Demolition

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

g. Disaster Recovery

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

h. Drywall Installation/Finishing

In-house ☒ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

j. Excavation/Grading

In-house ☐ Sub-contractor ☒

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☒

l. Fencing

In-house ☐ Sub-contractor ☒

m. Flooring Installation/Refinishing

In-house ☒ Sub-contractor ☐

n. General Construction

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

o. Guttering

In-house ☐ Sub-contractor ☒

p. HVAC

In-house ☐ Sub-contractor ☒

q. Lighting

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

r. Locks and Repairs

In-house ☐ Sub-contractor ☒

s. Insulation Services

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

t. Masonry

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

u. Mechanical

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

v. Metal Fabrication

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

w. Mold Remediation

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

x. Painting

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

y. Plumbing

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

bb. Water Mitigation

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

cc. Welding

In-house ☐ Sub-contractor ☒

Interior ☒ Exterior ☒

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☒
Interior ☒ Exterior ☒

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. 1.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Richard Ruckman, CEO & Co-Owner

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET


SIGNATURE OF AUTHORIZED PERSON

5/16/2025

DATE

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

S-Works Construction Corporation

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

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DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 08140089.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

S-Works Construction Corporation

Legal Name of Company (as listed on W-9)

S-Works Construction Corporation

Legal Name of Offeror/Bidder

5/16/2025

Date

Authorized Signature

Rich Ruckman; Co-Owner & CEO

Print or Type Name and Title

RETURN THIS PAGE



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-TEC059-S

This Agreement is made and entered into this 3rd day of July 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Tech Painting Company, Inc. dba School Facility Services**, having its principal place of business at **5150 Eisenhower Ave., Alexandria, VA 22304**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

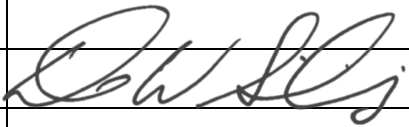

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing, Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Tech Painting Company, Inc. dba School Facility Services		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Vice-President, School Facility Services	Title:	Procurement Manager
Date:	06-30-2025	Date:	7/3/2025



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-TEC059-C

This Agreement is made and entered into this 3rd day of July 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Tech Painting Company, Inc. dba School Facility Services**, having its principal place of business at **5150 Eisenhower Ave., Alexandria, VA 22304**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

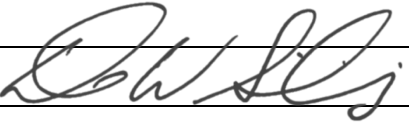

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

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- (3) Contractor's bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Tech Painting Company, Inc. dba School Facility Services		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Vice-President, School Facility Services	Title:	Procurement Manager
Date:	06-30-2025	Date:	7/3/2025

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	✓
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: Tech Painting Company, Inc., dba School Facility Services

Trade Area: Carpentry

Pricing Schedule 1 of 1 in this bid package

The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 45.00	\$ 1,800.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 67.50	\$ 337.50
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 67.50	\$ 67.50
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 30.00	\$ 600.00
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 45.00	\$ 90.00
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 45.00	\$ 45.00
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 26.00	\$ 1,040.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 39.00	\$ 195.00
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 39.00	\$ 39.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$ N/A	\$ N/A
11.	Other:	1	EA	\$ N/A	\$ N/A
GRAND TOTAL AMOUNT					\$ 4,214.00

dd. Window & Door Repair/Replacement

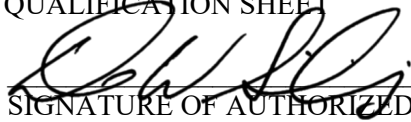
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Dennis Giuliani, Vice President School Facility Services

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET



SIGNATURE OF AUTHORIZED PERSON

May 16, 2025

DATE

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 0402592-0.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Tech Painting Company, Inc.

Legal Name of Company (as listed on W-9)

Dennis Giuliani

Legal Name of Offeror/Bidder

May 16, 2025

Date

Dennis Giuliani, Vice President, School Facility Services

Print or Type Name and Title

RETURN THIS PAGE



DEPARTMENT OF FINANCE

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Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Tech Painting Company, Inc., dba School Facility Services

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-UND059-C

This Agreement is made and entered into this 20th day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as “Owner” and **Underpressure, Inc.**, having its principal place of business at **8272 Meadowbridge Rd., Mechanicsville, VA 23116**, hereinafter referred to as “Contractor”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

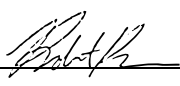

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.



CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor’s bid dated 5/12/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Underpressure, Inc.		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	 Robert Knauer	By:	
Title:	President	Title:	Procurement Manager
Date:	June 20, 2025	Date:	6/20/2025

	ISSUED BY: Fauquier County Government & Public Schools Procurement Division 320 Hospital Drive, Suite 23 Warrenton, VA 20186-3037	
Telephone (540) 422-8348		Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Underpressure Inc	Contact Name:	Robert Knauer
Mailing Address:	8272 Meadowbridge Rd	Title:	President
Remit Address:	Mechanicsville, VA 23116	Phone:	(804) 769-8035
FEIN #:	54-2001718	Fax:	N/A
VA SCC ID#*:	05443221	Email:	rknauer@underpressure-inc.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
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III. Check one:

Sole Prop.		Limited Liability Corporation	
Partnership		Joint Venture	
Limited Partnership		Other	
Corporation	X		

IV. Check all that apply:

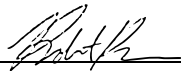
Small	X	Minority Owned	
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

Addendum #:	1	Addendum #:	2	Addendum #:	3	Addendum #:		Addendum #:		Addendum #:	
-------------	---	-------------	---	-------------	---	-------------	--	-------------	--	-------------	--

VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	May 12, 2025
Printed Name:	Robert Knauer	Title:	President

BID FORM

Bid prices shall be in the form of a fixed rate that best reflects industry standard pricing and makes available to the Fauquier County and FCPS the best rate available to Bidders' customers. Bidders are not required to provide pricing for every Trade on the list below – only for the Trade Areas you are interested in for potential Award.

Ultimately each Trade that Bidders complete for bidding will consist of two pieces – the Bid Form and Project References for that Trade. Any Trade Area indicated below by a check mark in the 'Check All That Apply For Consideration' below without both completed Forms will be considered as non-responsive.

Check all trades for which your firm is proposing:

TRADE:	CHECK ALL THAT APPLY FOR CONSIDERATION
Asbestos Remediation	
Asphalt Repair	
Casework/Millwork	
Concrete Work	
Cost Estimating	
Demolition	
Disaster Recovery	
Dry Wall Installation/Finishing	
Electrical	
Excavation/Grading	
Exterior Waterproofing	
Fencing	
Flooring Installation/Refinishing	
General Construction	
Guttering	
HVAC	
Lighting	
Locks and Repairs	
Insulation services	
Masonry	
Mechanical	
Metal Fabrication	
Mold Remediation	
Painting	
Plumbing	
Roofing	
Tile and Grout Work	
Water Mitigation	
Welding	
Window & Door (All Types) Repair/Replacement	
OTHER: (Describe in detail any services offered not included on the above list)	Kitchen exhaust cleaning (also known as hood cleaning) is our primary service. We can also provide deep cleaning of kitchen floors and appliances

RETURN THIS PAGE

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name: Underpressure Inc

Trade Area: Kitchen exhaust cleaning

Pricing Schedule 1 of 1 in this bid package

*The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.*

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$	\$
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$	\$
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$	\$
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$	\$
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$	\$
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$	\$
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$	\$
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$	\$
10.	Emergency Call additional fees (if applicable)	1	EA	\$	\$
11.	Other: <small>Cleaning of accessible portions of sing kitchen exhaust system to include hood, filters, ductwork, and fan</small>	1	EA	\$ 350	\$
GRAND TOTAL AMOUNT					\$

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Underpressure Inc

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): A B C

CONTRACTOR'S LICENSE

NUMBER: N/A - Kitchen exhaust cleaning is an unlicensed trade; however, we are active members of industry association

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☒ 15-30 years ☐ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. ____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☐

c. Casework/Millwork

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

d. Concrete Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☐ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☐ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

y. Plumbing

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

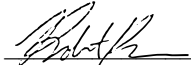
Please refer to Other, below.

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Robert Knauer, President

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET



SIGNATURE OF AUTHORIZED PERSON

May 12, 2025

DATE

RETURN THIS PAGE

Scheduling

We will schedule with you in advance to identify a time that works well for you. We typically send a crew of two technicians to 3-4 schools at a time and can send up to four crews per day to accommodate school breaks.

A Note on Licensing

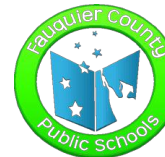
Underpressure Inc is authorized to do business in Virginia, which is where we are based. Our services are unlicensed. That said, we seek to uphold the highest standards of professionalism for our industry and have included those certifications and designations in this proposal.



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Underpressure Inc

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

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DEPARTMENT OF FINANCE
Procurement Division
Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Underpressure Inc

Company Name

25-059-C-S On-Call Small Trades

Contract # and Title

8272 Meadowbridge Rd, Mechanicsville, VA 23116

Company Address

(804) 769-8035

Company Phone Number

Robert Knauer

Print Name of Authorized Representative

President

Authorized Representative Title



Authorized Representative Signature

May 12, 2025

Date

RETURN THIS PAGE



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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 05443221.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Underpressure Inc

Legal Name of Company (as listed on W-9)

Underpressure Inc

Legal Name of Offeror/Bidder

May 12, 2025

Date

Authorized Signature

Robert Knauer, President

Print or Type Name and Title

RETURN THIS PAGE



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # IFB 25-VER059-C

This Agreement is made and entered into this 9 day of July 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as “Owner” and **Wilhelm Mech., LLC dba Vern’s Plumbing**, having its principal place of business at **6178 Energy Road, Bealeton, VA 22712**, hereinafter referred to as “Contractor”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide On-Call As Needed Small Construction and Trades Services as set forth in the Contract documents.

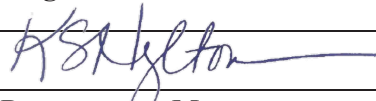
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing for services as attached.

CONTRACT PERIOD: Date of execution for one year with the option to renew for additional three one-year periods, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of pricing Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) IFB 25-059-C-S, dated 4/2/2025, addendum 001, addendum 002, addendum 003; and
- (3) Contractor’s bid dated 5/16/2025, all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Wilhelm Mech., LLC dba Vern’s Plumbing		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	Chad St. Onge <small>Digitally signed by Chad St. Onge Date: 2025.07.07 08:20:42-04'00'</small>	By:	
Title:	General Manager	Title:	Procurement Manager
Date:	July 7, 2025	Date:	7/9/2025



ISSUED BY:
Fauquier County Government & Public Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037



Telephone (540) 422-8348

Fax (540) 422-8326

IFB/RFP Number:	IFB 25-059-C-S
Title:	On-Call As Needed Small Construction and Trades Services
Date Issued:	April 2 nd , 2025
Pre-Bid/Proposal Conference:	April 16 th , 2025 @ 2:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186
Deadline For Questions:	April 18 th , 2025 @ 4:00
Bid/Proposal Due Date:	April 30 th , 2025 @ 3:00 – 320 Hospital Drive, 2nd floor Large Conference Room, Warrenton VA 20186

To be considered, all Bidders/Offerors must respond by the due date and time listed above., Bids and Offers will be accepted either via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> or via mail or delivery as indicated in this solicitation package. Late responses will not be accepted.

To be considered responsive, all Bidders/Offerors shall complete Section I-VII below and provide this sheet signed with any submission.

I. Company Identification

Name:	Wilhelm Mech., LLC dba Vern's Plumbing	Contact Name:	Chad St. Onge
Mailing Address:	6178 Energy Rd., Bealeton, VA 22712	Title:	General Manager
Remit Address:	6178 Energy Rd., Bealeton, VA 22712	Phone:	(540) 439-6544
FEIN #:	452451860	Fax:	(540) 439-6295
VA SCC ID#*:	S3686823	Email:	chad@vernsplumbing.com

II. Company Classification

Principal place of business located in (state)	VA	State of incorporation	VA
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III. Check one:

Sole Prop.	Limited Liability Corporation	<input checked="" type="checkbox"/>
Partnership	Joint Venture	<input type="checkbox"/>
Limited Partnership	Other	<input type="checkbox"/>
Corporation		<input type="checkbox"/>

IV. Check all that apply:


Small	Minority Owned	<input type="checkbox"/>
Women Owned	Service-Disabled Veteran Owned	<input type="checkbox"/>

V. Addenda Receipt Confirmation:

Addendum #: 1	<input checked="" type="checkbox"/>	Addendum #: 2	<input checked="" type="checkbox"/>	Addendum #: 3	<input checked="" type="checkbox"/>	Addendum #:		Addendum #:		Addendum #:	
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VI. Signature and Agreement

In accordance with this Bid or Proposal request and subject to all terms, conditions and attachments, the undersigned offers and agrees to furnish the goods, and/or services in accordance with the submitted signed Bid or Proposal or as mutually agreed upon by subsequent negotiations. The undersigned certifies that they have read and understand all standard, supplemental, and/or special terms and conditions provided herein.

Authorized Signature:		Date:	May 16, 2025
Printed Name:	Chad St. Onge	Title:	General Manager

PRICING SCHEDULE:

Bidder shall provide the following firm-fixed hourly rates for On-Call Small Construction and Trade Services in accordance with the specifications and terms and conditions identified herein. All rates shall include all direct and indirect costs such as travel, profit and overhead, supervision, etc. No additional charges or surcharges are permissible under the ensuing contract(s).

One individual fully completed Bid Form and related Project Reference sheet shall be provided for each of the Trades indicated above with a checkmark.

Company name:

Trade Area: Plumbing

Pricing Schedule 1 of 1 in this bid package

The estimated annual quantities shown below **are for bid evaluation purposes only**. No quantity of work is guaranteed under any Award of this IFB.

"On-Call" Services					
Item #	Description	Sample Quantity	Unit of Measure	Firm Fixed Hourly Rate	Total Amount
1.	Labor Rate – Lead Journeyman Level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 97.50	\$ 3,900.00
2.	Labor Rate – Lead Journeyman Level Overtime Rate	5	Hour	\$ 146.25	\$ 731.25
3.	Labor Rate – Lead Journeyman Level Emergency Rate	1	Hour	\$ 175.00	\$ 175.00
4.	Labor Rate – Experienced non-Journeyman level Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	20	Hour	\$ 87.94	\$ 1,758.80
5.	Labor Rate – Experienced non-Journeyman Level Overtime Rate	2	Hour	\$ 131.91	\$ 263.82
6.	Labor Rate – Experienced non-Journeyman Level Emergency Rate	1	Hour	\$ 150.00	\$ 150.00
7.	Labor Rate - Trade Helper Regular Time – 7:00 a.m. to 3:00 p.m., Monday through Friday	40	Hour	\$ 65.25	\$ 2,610.00
8.	Labor Rate – Trade Helper Overtime Rate	5	Hour	\$ 97.88	\$ 489.40
9.	Labor Rate – Trade Helper Emergency Rate	1	Hour	\$ 125.00	\$ 125.00
10.	Emergency Call additional fees (if applicable)	1	EA	\$ 250.00	\$ 250.00
11.	Other:	1	EA	\$	\$
GRAND TOTAL AMOUNT					\$10,453.27

CONTRACTOR DATA AND QUALIFICATION SHEET

BIDDER NAME: Wilhelm Mechanical LLC dba Vern's Plumbing

BIDDER CONTRACTOR'S LICENSE TYPE (Circle One): (A) B C

CONTRACTOR'S LICENSE

NUMBER: 2705153491

1. How many years' experience in the proposed type of Work has your organization had?
☐ < 5 years ☐ 5-15 years ☐ 15-30 years ☒ > 30 years
2. Has your organization or any of its officers, directors, or owners had judgment entered against them within the past 10 years for the breach of contracts for governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
3. Have any of your officers, directors, project managers, procurement managers, or chief financial officers been convicted within the past 10 years of a crime related to governmental or non-governmental construction?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
4. Has your organization ever failed to complete a construction contract with a public body?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
5. Is your organization or any of your officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
6. Has your organization ever been a party in any litigation of any type on Work for which your organization was contracted by any municipal, county, state, or federal agency?
☐ Yes ☒ No
If **yes**, give complete circumstances for each occurrence on a separate sheet(s) of paper. Attachment No. _____.
7. Which of the following services does your organization provide?

a. Asbestos Remediation

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

b. Asphalt Repair

In-house ☐ Sub-contractor ☐

c. Casework/Millwork

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

d. Concrete Work

In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

e. Cost Estimating

In-house ☐ Sub-contractor ☐

f. Demolition

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

g. Disaster Recovery

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

h. Drywall Installation/Finishing

In-house ☐ Sub-contractor ☐

i. Electrical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

j. Excavation/Grading

In-house ☐ Sub-contractor ☐

k. Exterior Waterproofing

In-house ☐ Sub-contractor ☐

l. Fencing

In-house ☐ Sub-contractor ☐

m. Flooring Installation/Refinishing

In-house ☐ Sub-contractor ☐

n. General Construction

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

o. Guttering

In-house ☐ Sub-contractor ☐

p. HVAC

In-house ☐ Sub-contractor ☐

q. Lighting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

r. Locks and Repairs

In-house ☐ Sub-contractor ☐

s. Insulation Services

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

t. Masonry

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

u. Mechanical

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

v. Metal Fabrication

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

w. Mold Remediation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

x. Painting

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

y. Plumbing

In-house ☒ Sub-contractor ☐

Interior ☒ Exterior ☒

z. Roofing

In-house ☐ Sub-contractor ☐

aa. Tile and Grout Work

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

bb. Water Mitigation

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

cc. Welding

In-house ☐ Sub-contractor ☐

Interior ☐ Exterior ☐

dd. Window & Door Repair/Replacement

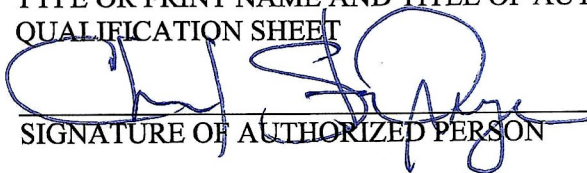
In-house ☐ Sub-contractor ☐
Interior ☐ Exterior ☐

8. The use of Sub-contractors to fulfill a majority of the Work in this solicitation is prohibited unless authorized in writing, in advance by Owner. If you in question 7 stated that you are using Sub-contractors, provide a list of their names, addresses, contact person and the type of service they provide. Indicate if this supplements in-house resources or is in lieu of in-house resources and the percentage of all such Work performed by the sub-contractor in the course of a calendar year. Attachment No. _____.
9. Can your organization respond to emergency repair requests within 4 hours?
☒ Yes ☐ No

Fauquier County reserves the right to ask Bidders for any additional information that the County, in its sole discretion, deems necessary to make an award.

Chad St. Onge, General Manager

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS DATA AND
QUALIFICATION SHEET


SIGNATURE OF AUTHORIZED PERSON

May 16, 2025
DATE

RETURN THIS PAGE



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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is S3686823.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Wilhelm Mechanical, LLC

Legal Name of Company (as listed on W-9)

Wilhelm Mechanical, LLC dba Vern's Plumbing

Legal Name of Offeror/Bidder

May 16, 2025

Date

Authorized Signature

Chad St. Onge, General Manager

Print or Type Name and Title

RETURN THIS PAGE



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Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Wilhelm Mechanical LLC dba Vern's Plumbing

Company Name

6178 Energy Rd., Bealeton, VA 22712

Company Address

Chad St. Onge

Print Name of Authorized Representative



Authorized Representative Signature

IFB 25-059-C-S

On-Call As Needed Small Construction and Trades Services

Contract # and Title

(540) 439-6544

Company Phone Number

General Manager

Authorized Representative Title

May 16, 2025

Date

RETURN THIS PAGE



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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denote minimum)
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM Wilhelm Mechanical, LLC dba Vern's Plumbing
SIGNATURE [Signature]

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE