



**PROCUREMENT DEPARTMENT**

**Fauquier County Government & Public Schools**

320 Hospital Drive, Suite 23  
Warrenton, VA 20186-3037

[www.fauquiercounty.gov](http://www.fauquiercounty.gov)



Phone (540) 422-8352

Fax (540) 422-8355

**Date:** January 13, 2026  
**Contract No.:** DP21-22jcc  
**Contract Title:** Asphalt Paving and Surface Treatment  
**Modification No.:** 4

**Contract Modification:**

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

1. Fauquier County Government and Public Schools wishes to exercise its option to renew the above referenced contract for a (1) one-year period. The renewal period will be from **February 28, 2026 through February 27, 2027**. This is the **fourth of four (4) one-year renewal options**
2. Contract price increase of 2.9% as allowed by Contract, pricing sheet attached effective February 28, 2026

It is understood and agreed that except as provided herein, all terms, conditions and prices remain the same during the renewed contract period. If this renewal is agreeable with {vendor} please sign below and return it to this office immediately.

	<b>Donavan Paving, LLC.</b>		<b>Fauquier County Government, a political subdivision of the Commonwealth of Virginia</b>
<b>By:</b>		<b>By:</b>	
<b>Title:</b>	owner	<b>Title:</b>	Director of Procurement
<b>Date:</b>	1/13/26	<b>Date:</b>	2/2/2024

**BID FORM/PRICING SCHEDULE**

Contract DP21-22jcc

Renewal Period 4: February 28, 2026 through February 27, 2027

		Renwal Option 4 2.28.26 - 2.27.27			
		DONOVAN PAVING			
		<200 SY	201-500 SY	>500 SY	
		UNIT PRICE			
<b>1</b>	<b>CLASS I REPAIR</b>				
A	Remove two inches (2") asphalt paving	\$ 8.32	\$ 6.17	\$ 5.55	SY
B	Remove additional Inch asphalt paving	\$ 2.78	\$ 2.06	\$ 1.85	SY
C	Remove six inches (6") stone base material	\$ 3.30	\$ 3.30	\$ 2.75	SY
D	Remove additional base per Inch above 6"	\$ 0.66	\$ 0.56	\$ 0.56	SY
E	Install 2" S-5 asphalt paving	\$ 19.21	\$ 16.88	\$ 15.41	SY
F	Install one additional inch S-5 paving	\$ 9.60	\$ 8.44	\$ 7.74	SY
G	Install three inches (3") B-3 asphalt paving	\$ 26.19	\$ 24.52	\$ 23.87	SY
H	Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ 17.29	\$ 16.12	\$ 14.72	SY
I	Install additional inch 21-A stone above 6"	\$ 2.88	\$ 2.68	\$ 2.46	SY
J	Same as "A" except bid hand work	\$ 10.97	\$ 5.23	\$ 3.95	SY
K	Same as "B" except bid hand work	\$ 2.71	\$ 2.47	\$ 1.92	SY
L	Same as "C" except bid hand work	\$ 6.03	\$ 5.47	\$ 4.38	SY
M	Same as "D" except bid hand work	\$ 1.11	\$ 1.11	\$ 1.11	SY
N	Fine grade base stone	\$ 5.47	\$ 2.45	\$ 2.30	SY
O	Furnish and apply S-5 asphalt paving per Ton	\$ 104.76	\$ 98.95	\$ 93.11	TON
P	Furnish and apply 21-A stone per Cubic Yard	\$ 69.84	\$ 66.35	\$ 58.19	CV
Q	Haul dirt or stone offsite per Ton	\$ 18.92	\$ 18.92	\$ 18.92	TON
<b>2</b>	<b>CLASS II REPAIR</b>				
A	Asphalt Sealant	\$ 4.38	\$ 3.57	\$ 2.19	SY
B	Crack Sealant per Lineal Foot 1/2" wide	\$ 3.78	\$ 2.91	\$ 2.56	LF
C	Geotextile Fabric	\$ 5.47	\$ 4.92	\$ 5.47	SY
D	Asphalt Sealant with Sand	\$ 4.06	\$ 3.49	\$ 2.45	SY
<b>3</b>	<b>CLASS III REPAIR</b>				
A	Sub-base Bituminous Surfacing, Compaction	\$ 20.83	\$ 19.73	\$ 19.73	SY
<b>4</b>	<b>TRAFFIC AND LANE MARKINGS per Lineal Foot</b>	\$ 0.86	\$ 0.86	\$ 0.86	LF
<b>5</b>	<b>PARKING SPACES per Lineal Foot</b>	\$ 0.57	\$ 0.57	\$ 0.57	LF
<b>6</b>	<b>COLOR COAT SYSTEM</b>	\$ 11.51	\$ 11.51	\$ 11.51	SY
<b>7</b>	<b>PLAYING LINES per Lineal Foot</b>	\$ 0.94	\$ 0.94	\$ 0.94	LF
<b>8</b>	<b>PENETRATION SURFACE COURSE</b>	\$ 9.32	\$ 9.32	\$ 5.47	SY
A	Color	\$ 12.05	\$ 12.05	\$ 12.05	SY
	<b>TOTAL</b>	\$ 383.81	\$ 351.55	\$ 322.59	

Donovan Paving LLC  
PO Box 945, Bealeton, VA 22712  
Office: 540-349-2009  
Fax: 540-349-3383



January 23, 2025

Fauquier County Government and Public Schools  
Attn: Jeffrey Campbell, VCA  
Procurement Division  
320 Hospital Drive  
Suite 23  
Warrenton, VA 20186

Re: Contract Price Escalation for Renewal 3, Contract DP21-22jcc

Dear Mr. Campbell,

We are in receipt of your January 13, 2025, email indicating your intention to exercise the third renewal period for the contract referenced above. We are requesting an increase to the contract pricing for this third renewal period due to material increases and pursuant to item 8.2 of the contract. The current CPI-U increase is 2.9%. Please find a revised Bid Form/Pricing Schedule with the escalated rates attached.

If this is agreeable to you, please sign and return this price escalation request. If you have any questions pertaining to this request, please do not hesitate to contact me.

A handwritten signature in blue ink that reads 'Donna L. Donovan'.

Donna Donovan  
Owner

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Fauquier County, a Political Subdivision of  
Commonwealth of Virginia

By:

Title: Procurement Mgr

Date: 1/23/2025

Donovan Paving, LLC

By:

Title: Owner

Date: 01/23/2025

**BID FORM/PRICING SCHEDULE**

Contract DP21-22jcc

Renewal Period 3: February 1, 2025 through February 27, 2026

		DONOVAN PAVING			
		<200 SY	201-500 SY	>500 SY	
<b>1</b>	<b>CLASS I REPAIR</b>	<b>UNIT PRICE</b>			
A	Remove two inches (2") asphalt paving	\$ 8.09	\$ 6.00	\$ 5.39	SY
B	Remove additional inch asphalt paving	\$ 2.70	\$ 2.00	\$ 1.80	SY
C	Remove six inches (6") stone base material	\$ 3.21	\$ 3.21	\$ 2.67	SY
D	Remove additional base per inch above 6"	\$ 0.64	\$ 0.54	\$ 0.54	SY
E	Install 2" S-5 asphalt paving	\$ 18.67	\$ 16.40	\$ 14.98	SY
F	Install one additional inch S-5 paving	\$ 9.33	\$ 8.20	\$ 7.52	SY
G	Install three inches (3") B-3 asphalt paving	\$ 25.45	\$ 23.83	\$ 23.20	SY
H	Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ 16.80	\$ 15.67	\$ 14.31	SY
I	Install additional inch 21-A stone above 6"	\$ 2.80	\$ 2.60	\$ 2.39	SY
J	Same as "A" except bid hand work	\$ 10.66	\$ 5.08	\$ 3.84	SY
K	Same as "B" except bid hand work	\$ 2.63	\$ 2.40	\$ 1.87	SY
L	Same as "C" except bid hand work	\$ 5.86	\$ 5.32	\$ 4.26	SY
M	Same as "D" except bid hand work	\$ 1.08	\$ 1.08	\$ 1.08	SY
N	Fine grade base stone	\$ 5.32	\$ 2.38	\$ 2.24	SY
O	Furnish and apply S-5 asphalt paving per Ton	\$ 101.81	\$ 96.16	\$ 90.49	TON
P	Furnish and apply 21-A stone per Cubic Yard	\$ 67.87	\$ 64.48	\$ 56.55	CY
Q	Haul dirt or stone offsite per Ton	\$ 18.39	\$ 18.39	\$ 18.39	TON
<b>2</b>	<b>CLASS II REPAIR</b>				
A	Asphalt Sealant	\$ 4.26	\$ 3.47	\$ 2.13	SY
B	Crack Sealant per Lineal Foot 1/2" wide	\$ 3.67	\$ 2.83	\$ 2.49	LF
C	Geotextile Fabric	\$ 5.32	\$ 4.78	\$ 5.32	SY
D	Asphalt Sealant with Sand	\$ 3.95	\$ 3.39	\$ 2.38	SY
<b>3</b>	<b>CLASS III REPAIR</b>				
A	Sub-base Bituminous Surfacing, Compaction	\$ 20.24	\$ 19.17	\$ 19.17	SY
<b>4</b>	<b>TRAFFIC AND LANE MARKINGS per Lineal Foot</b>	\$ 0.84	\$ 0.84	\$ 0.84	LF
<b>5</b>	<b>PARKING SPACES per Lineal Foot</b>	\$ 0.55	\$ 0.55	\$ 0.55	LF
<b>6</b>	<b>COLOR COAT SYSTEM</b>	\$ 11.19	\$ 11.19	\$ 11.19	SY
<b>7</b>	<b>PLAYING LINES per Lineal Foot</b>	\$ 0.91	\$ 0.91	\$ 0.91	LF
<b>8</b>	<b>PENETRATION SURFACE COURSE</b>	\$ 9.06	\$ 9.06	\$ 5.32	SY
A	Color	\$ 11.71	\$ 11.71	\$ 11.71	SY
	<b>TOTAL</b>	\$ 373.01	\$ 341.64	\$ 313.53	



**FAUQUIER COUNTY GOVERNMENT**  
 Procurement Division  
 320 Hospital Drive, Suite 23  
 Warrenton, Virginia 20186  
 Phone: (540) 422-8348  
 Megan.Roberts@fauquiercounty.gov

**Date:** January 10, 2024  
**Contract No.:** DP21-22jcc  
**Contractor:** Asphalt Paving  
**Modification No.:** Mod\_2\_Renewal 2\_ Contract DP21-22jcc, Asphalt Paving  
**Effective Date:** Immediately upon final execution of this modification  
**Issued by:** Fauquier County Government and Public Schools  
 Procurement Division  
 320 Hospital Drive, Suite 23  
 Warrenton, VA 20186

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

**1) Description of Modification # 1:**

In accordance with Section 8.2, Period of Contract and Paragraph 35, Changes to the Contract, of the original IFB and IFB General Terms and Conditions to the Bidder/Offer, the following increase of 5.6% shall be authorized and referenced herein:

1. Update the following discount percentages for the following brands:

**Renewal Option # 2 Term: February 28, 2024 through February 27, 2025**

**DONOVAN  
PAVING**

		<200 SY		201-500 SY		>500 SY		
		UNIT PRICE						
		Delete:	Replace:	Delete:	Replace:	Delete:	Replace:	SY
<b>1</b>	<b>CLASS I REPAIR</b>							
A	Remove two inches (2") asphalt paving	\$ 7.44	\$ 7.86	\$ 5.52	\$ 5.83	\$ 4.96	\$ 5.24	SY
B	Remove additional inch asphalt paving	\$ 2.48	\$ 2.62	\$ 1.84	\$ 1.94	\$ 1.66	\$ 1.75	SY
C	Remove six inches (6") stone base material	\$ 2.95	\$ 3.12	\$ 2.95	\$ 3.12	\$ 2.45	\$ 2.59	SY
D	Remove additional base per inch above 6"	\$ 0.59	\$ 0.62	\$ 0.49	\$ 0.52	\$ 0.49	\$ 0.52	SY

E	Install 2" S-5 asphalt paving	\$ 17.18	\$ 18.14	\$ 15.09	\$ 15.94	\$ 13.79	\$ 14.56	SY
F	Install one additional inch S-5 paving	\$ 8.59	\$ 9.07	\$ 7.55	\$ 7.97	\$ 6.92	\$ 7.31	SY
G	Install three inches (3") B-3 asphalt paving	\$ 23.42	\$ 24.73	\$ 21.93	\$ 23.16	\$ 21.35	\$ 22.55	SY
H	Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ 15.46	\$ 16.33	\$ 14.42	\$ 15.23	\$ 13.17	\$ 13.91	SY
I	Install additional inch 21-A stone above 6"	\$ 2.58	\$ 2.72	\$ 2.40	\$ 2.53	\$ 2.20	\$ 2.32	SY
J	Same as "A" except bid hand work	\$ 9.81	\$ 10.36	\$ 4.68	\$ 4.94	\$ 3.53	\$ 3.73	SY
K	Same as "B" except bid hand work	\$ 2.42	\$ 2.56	\$ 2.21	\$ 2.33	\$ 1.72	\$ 1.82	SY
L	Same as "C" except bid hand work	\$ 5.39	\$ 5.69	\$ 4.90	\$ 5.17	\$ 3.92	\$ 4.14	SY
M	Same as "D" except bid hand work	\$ 0.99	\$ 1.05	\$ 0.99	\$ 1.05	\$ 0.99	\$ 1.05	SY
N	Fine grade base stone	\$ 4.90	\$ 5.17	\$ 2.19	\$ 2.31	\$ 2.06	\$ 2.18	TON
O	Furnish and apply S-5 asphalt paving per Ton	\$ 93.69	\$ 98.94	\$ 88.49	\$ 93.45	\$ 83.28	\$ 87.94	CY
P	Furnish and apply 21-A stone per Cubic Yard	\$ 62.46	\$ 65.96	\$ 59.34	\$ 62.66	\$ 52.05	\$ 54.96	TON
Q	Haul dirt or stone offsite per Ton	\$ 16.92	\$ 17.87	\$ 16.92	\$ 17.87	\$ 16.92	\$ 17.87	
<b>2</b>	<b>CLASS II REPAIR</b>							SY
A	Asphalt Sealant	\$ 3.92	\$ 4.14	\$ 3.19	\$ 3.37	\$ 1.96	\$ 2.07	LF
B	Crack Sealant per Lineal Foot wide 1/2"	\$ 3.38	\$ 3.57	\$ 2.60	\$ 2.75	\$ 2.29	\$ 2.42	SY
C	Geotextile Fabric	\$ 4.90	\$ 5.17	\$ 4.40	\$ 4.65	\$ 4.90	\$ 5.17	SY
D	Asphalt Sealant with Sand	\$ 3.64	\$ 3.84	\$ 3.12	\$ 3.29	\$ 2.19	\$ 2.31	
<b>3</b>	<b>CLASS III REPAIR</b>							SY
A	Sub-base Bituminous Surfacing, Compaction	\$ 18.63	\$ 19.67	\$ 17.64	\$ 18.63	\$ 17.64	\$ 18.63	LF
<b>4</b>	<b>TRAFFIC AND LANE MARKINGS per Lineal Foot</b>	\$ 0.78	\$ 0.82	\$ 0.78	\$ 0.82	\$ 0.78	\$ 0.82	LF
<b>5</b>	<b>PARKING SPACES per Lineal Foot</b>	\$ 0.50	\$ 0.53	\$ 0.50	\$ 0.53	\$ 0.50	\$ 0.53	SY
<b>6</b>	<b>COLOR COAT SYSTEM</b>	\$ 10.29	\$ 10.87	\$ 10.29	\$ 10.87	\$ 10.29	\$ 10.87	LF
<b>7</b>	<b>PLAYING LINES per Lineal Foot</b>	\$ 0.83	\$ 0.88	\$ 0.83	\$ 0.88	\$ 0.83	\$ 0.88	

		\$	\$	\$	\$	\$	\$	SY
8	PENETRATION SURFACE COURSE	8.33	8.80	8.33	8.80	4.90	5.17	SY
A	Color	10.78	11.38	10.78	11.38	10.78	11.38	
	<b>TOTAL</b>	<b>343.25</b>	<b>362.48</b>	<b>314.37</b>	<b>331.99</b>	<b>288.52</b>	<b>304.69</b>	

Except when provided herein, all terms and conditions of Contract # 10-DP21-22jcc, as heretofore changed, remain unchanged and if full force and effect.

**2) Contract Extension # 1**

Fauquier County Government and School Board is exercising its option to renew the above referenced contract. The renewal period will be from **February 28, 2024**, through **February 27, 2025**. It is understood and agreed that all terms, conditions, modifications, and prices of the original contract, except as noted above, remain the same during the contract renewal period.

Donovan Paving LLC

By: Thomas T. Donovan  
Signature

Owner

Title

1/10/2024

Date

Fauquier County Government and Public Schools

By: Jeffrey Campbell  
Jeffrey Campbell VCA, VCO

Procurement Manager

1/17/2024

Date

**FAUQUIER COUNTY GOVERNMENT  
AND PUBLIC SCHOOLS**

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**Date:** April 12, 2023  
**Contract No.:** DP21-22jc  
**Contractor:** Donovan Paving, LLC  
**Renewal / Mod:** 1  
**Effective Date:** See Below  
**Issued by** Fauquier County Government and Public Schools  
Procurement Division  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

**1) Description of Modification:**

In accordance with Section 3, Scope of Work—Concrete Projects, in the contract documents, the Owner desires to have Contractors available on an as-needed basis to perform concrete projects to cover a vast majority of projects of similar scope that may be requested.

**Donovan Paving, LLC will Subcontract out concrete work with a 10% markup**

**2) Contract Renewal**

Fauquier County School Board is exercising its option to renew the above referenced contract. The renewal period will be from **February 1, 2023** through **February 27, 2024**. It is understood and agreed that all terms, conditions, modifications, and prices of the original contract, except as noted above, remain the same during the contract renewal period.

Donovan Paving, LLC

Fauquier County School Board, a political subdivision  
of the Commonwealth of Virginia

By:   
Signature

By: 

Donna L. Donovan Owner  
Print Name and Title

Procurement Officer III

04/12/2023  
Date

4/13/2023  
Date

**Fauquier County Government and Public Schools,  
Contract #DP21-22jcc  
Asphalt Paving and Surface Treatment**

This Agreement is made and entered into this 20th day of December, 2021, by Fauquier County Government and Public Schools, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and Donovan Paving, LLC having its principal place of business located at 47 Broadview Ave. Warrenton, VA 20186, 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 "as required" source for asphalt paving and surface treatment and other associated work in accordance with contract DP21-22jcc for Fauquier County Government and Public Schools, per the terms, conditions and specifications as set forth in the Contract Documents.

**COMPENSATION:** The Owner will pay and the Contractor shall accept in full consideration for the performance during the contract term the fees as outlined in the Contractor's bid dated December 13, 2021.

**CONTRACT PERIOD:** Date of fully executed contract through February 28, 2023; with the option to renew for four (4) additional one-year periods.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed Agreement;
- (2) Invitation for Bid #21-22jc dated November 8, 2021, Addendum #1 dated November 12, 2021; Addendum #2 dated December 6, 2021.
- (3) Contractor's Bid dated December 13, 2021.

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

Donovan Paving LLC

County of Fauquier and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia

By: *Donovan Paving LLC*

By: *Charles Ward*  
Charles Ward, MBA, C.P.M., VCO

Title: Owner

Title: Procurement Manager

Date: 01/15/2022

Date: \_\_\_\_\_



APPROVED AS TO FORM

*Charles Ward*  
COUNTY ATTORNEY

12/20/21  
DATE

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
INVITATION FOR BIDS (IFB)**

**Issue Date:** November 8, 2021

**IFB#:** 21-22jc

**Title:** Asphalt Paving, Concrete and Associated Services, As Required

**Issued By:** Fauquier County Government and Public Schools  
Finance Department/Procurement Division  
320 Hospital Drive, Suite 23, 2<sup>nd</sup> Floor  
Warrenton, VA 20186

Sealed Bids Will Be Received Until **2:30 p.m., December 13, 2021** For Furnishing the Goods and Services Described Herein And Then Opened In Public.

Period of contract: From March 1, 2022 or Date of Award, whichever is later, through February 28, 2023 with the option to renew for Four (4) One Year Terms.

All inquiries for information should be directed to: Jeffrey Campbell, Senior Buyer  
*Phone (540) 422-8350; Fax (540) 422-8355; E-mail [jeffrey.campbell@fauquiercounty.gov](mailto:jeffrey.campbell@fauquiercounty.gov)*

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF BIDS ARE HAND DELIVERED DELIVER TO: Alice Jane Childs Office Building, 320 Hospital Drive, Suite 23, 2<sup>nd</sup> Floor, Warrenton, VA

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**ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.**

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

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**No-Bid Response:** If you do not wish to bid on this solicitation, return this page only via fax (540) 422-8355 or mail, after completing the information below.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Reason for your no-bid response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you wish to remain on the bidder's list for this commodity? YES \_\_\_\_\_ NO \_\_\_\_\_

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1.0 **PURPOSE**

The purpose and intent of this Invitation for Bid is to solicit sealed bids from qualified Contractors to provide an "as required" source for asphalt paving, repaving, repairs and striping, traffic and lane markings, surface coloring. Also included will be new, removal, repair and replacement of concrete curbs and gutters, removal and replacement of sidewalks, and other associated work of similar scope for various agencies and activities of the Fauquier County Government and Public Schools. The Contractor shall be responsible for all materials, supplies, labor, equipment, hauling, disposal and any charges associated with this contract. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Fauquier County Board of Supervisors and Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein collectively referred to for convenience as "Owner".

2.0 **BACKGROUND**

Various sites in Fauquier County require different portions and combinations of the above mentioned work during the course and duration of this contract. Each project will be based on contract unit price basis and the estimated minimum amount is expected to be \$150,000.00 annually. Work and repairs may be required on parking lots, walking paths, sidewalks, airport, etc. There are numerous school and county sites that may require new and repair services to asphalt and concrete. The resulting contract will be available for any Owner using department; the Owner will appoint a Project Manager for each project.

3.0 **SCOPE OF WORK**

Asphalt pavement project work, both new and repairs shall include but not be limited to: labor, materials equipment, supervision, delivery, removal, dumping, fuel surcharge, insurance, traffic control, safety items, and all other related expenses. All areas of new asphalt construction or asphalt under repair shall be closed off, or protected by the Contractor to prevent damage to asphalt and insure the safety of the general public that may come into contact with these areas. Final preparation of new or repair area including addition or (minus) gravel, compaction, and removal of gravel or backfill shall be considered incidental to the contract and shall not be charged back to the Owner.

The Owner desires to have Contractors available on an as-needed basis to perform in general but not limited to the following in order to cover a vast majority of projects, of similar scope, that may be requested.

**New Asphalt Pavement Projects** – Occasionally the Owner will have a need for new Asphalt Pavement Projects to be done. The Contractor shall work with the Owner to determine the appropriate site work, excavating and grading needed, if necessary. The Contractor will also work with the Owner to determine the best application to be used for each project.

**Repair and Repaving Asphalt Projects** - When providing Repair or Repaving Asphalt Project work, Prior to commencing work, all repairs (Class I, II, III, etc.) shall be field measured by a representative of the Contractor, a written estimate of project costs submitted and verified and approved by the Project Manager (see Section 6.1 regarding response time for estimates).

3.1 **Class I Repair:** Patching, pothole repair, trails and paved paths, etc.;

- The Contractor shall remove existing pavement as directed by the Project Manager; the existing pavement shall be cut in straight lines with a saw or with a jackhammer.
- Installation of asphalt paving to include prime coat on stone base or tack coat on existing paving.
- Pricing shall be per square yard.

- 3.2 **Class II Repair:** The Contractor shall apply bituminous surface treatment.
- Penetration Surface Course work shall consist of constructing a wearing surface course of crushed stone penetrated with asphalt to a uniform thickness on existing paved areas.
  - Prior to paving, Contractor shall remove all existing loose stone from the areas to be paved and stock piled in an area on site as approved by the Owner.
  - Asphalt shall conform to the applicable requirements of VDOT specification section 211.
  - Aggregate shall be crushed stone which conforms to the applicable VDOT standards of section 203. The exposed surface course shall match existing color be approved by the Owner.
  - The rates of application and methods shall conform to the standards as outlined in VDOT specification 314.05.
  - **Crack Sealant Material** shall be or equal to Owens Corning Fiberglass Trugard Crack Sealant, except for the Warrenton-Fauquier Airport (the Airport requires sealant which is composed of modified asphalt and polyester fibers).
  - Sealant shall have a tensile strength of 78,000 to 88,000 psi and shall not shrink. Sealer shall be heated to approximately 400 degrees and installed by use of 100 gallon "CFAFCO" melting pot applicator.
  - Material shall be applied in accordance with the manufacturer's instructions. Pricing shall be per linear foot of cracks ½" wide.
  - **Geotextile Fabric Material** shall be or equal to Poly-Guard NW-75 as manufactured by Poly-Guard Products, Inc.
  - Material shall be applied in accordance with the manufacturer's instructions.
  - Pricing shall be per square yard.
- 3.3 **Class III Repair:** Contractor shall field measure and give estimates to the Project Manager for verification.
- Sub-base material shall consist of mixtures of natural or crushed gravel, crushed stone. Crushed gravel shall consist of particles of which at least ninety percent (90%) by weight of the material retained on the No. 10 sieve shall have at least one face fractured by artificial crushing (VDOT 208, Type I).
  - Material shall be spread and compacted to a uniform thickness and density in accordance with applicable VDOT specifications. Minimum compacted thickness for the subbase material is six (6) inches.
  - Base course material shall be VDOT type I 21A crushed stone.
  - Material shall be spread and compacted to a uniform thickness and density in accordance to applicable VDOT specifications. Minimum compacted thickness for the base is four inches (4").
  - Bituminous Surfacing: The Contractor shall provide all required labor, materials, equipment, parts and supplies to install the multi-purpose court. The work shall be laid out to true lines and grades in full accordance with design drawings and appropriate details. The subgrade shall be compacted to 95% density per VDOT Specifications Section 315, 309, 311 and 208, respectfully.
  - Compaction: The materials as thus spread shall be compacted by rolling with a powered steel wheel tandem roller weighing not less than eight (8) or more than ten (10) tons or by other equipment producing equivalent density. Surface of the base course as thus compacted shall not vary from the specified grade more than one-half inch (1/2") in ten feet (10') measured in any direction.
  - Pricing shall be per square yard.

**3.4 Traffic and Lane Markings:**

The Contractor shall provide the following at a minimum:

- Clean: Sweep and clean surface to eliminate loose material and dust;
- Strip: Use chlorinated-rubber base traffic lane-marking paint, factory mixed, quick drying, non-bleeding;
- Provide the following colors: White, Yellow and Blue;
- Not apply traffic and lane marking paint until layout and placement has been verified with Project Manager;
- Apply paint with mechanical equipment to produce uniform straight edges. At least two coats shall be applied, in accordance with manufacturer's application and installation instructions.
- Pricing shall be per linear foot.

**3.5 Parking Spaces:**

The Contractor shall provide the following at a minimum:

- All parking spaces shall be nine feet (9') wide;
- Parking spaces that meet curbs or have capabilities of overhang into grass areas shall be eighteen feet (18') in length (curb stops to be placed seventeen feet (17') from end of space);
- Handicapped parking spaces shall be lined and marked in accordance with the Americans with Disabilities Act (ADA);
- Pricing shall be per linear foot.

**3.6 Color Coating Process – Installation and Deep Patch:**

The Contractor shall provide the following at a minimum:

- Contractor shall employ experienced individuals that regularly install or are familiar with the installation of the Color Coat Process on a variety of all-weather athletic or recreational surfaces to include tennis courts, basketball courts, playgrounds, handball courts, paddle tennis courts, etc;
- Contractor shall adhere to the manufacturers guide specifications for installation and application of the color coat process;
- The finish course shall consist of Color Court Concrete Primer and Color Court Filler Finish, manufacturer to be approved by the Owner;
- Contractor shall work with the Owner to determine that Color Coat Systems do not contain ANY lead, mercury, nor any heavy metals, PCB, or formaldehyde;
- Contractor shall use a high strength acrylic cement modifier or equal, manufacturer determined by the Owner to patch and or repair recreational surfaces. It must be a hard durable patch that can be used over new or existing asphalt or concrete recreational surfaces;
- The entire court shall first be checked with both a ten-foot (10') straight edge and by flooding with water and chalk marking the outlines of any low areas. Any area showing a depression of more than one-eighth inch (1/8") shall be patched and leveled;
- Color Court Concrete Primer shall be applied on the clean, dry bituminous surface in a rate and method recommended by the manufacturer;
- After the Color Primer has thoroughly cured, the entire area shall be water flooded in the presence of the Engineer. Any areas holding over one-sixteenth (1/16") inch of water shall be leveled with Color Coat Primer and allowed to thoroughly cure;

- The finish course shall be applied until the primer course is thoroughly cured. Color Court Filler or Finish shall also be applied to clean, dry underlying surface per manufacturer's recommendations;
- The finished surface shall be smooth, free of ridges, valleys and tool marks;
- No work shall be performed when rain is imminent or when the temperature is below 50 degrees Fahrenheit or is forecasted to be below 50 degrees during the twenty-four hours preceding and following application;
- The courts shall be guaranteed for one year from date of acceptance against chalking, cracking, fading, discoloration or other deterioration that resulted from ultra violet rays of the sun, weather moisture, or weather temperature.
- Pricing shall be per square yard.

### 3.7 Playing Lines:

The Contractor shall provide the following at a minimum:

- Base line shall be not more than four inches wide and playing line not more than two inches wide, accurately located and marked in accordance with rules of the U.S. Tennis Association or as indicated on the drawings to be supplied by the Owner, and painted with a paint recommended or approved by the manufacturer of the color finish system; only acrylic paint shall be used. Use of traffic, oil, alkaloid, or solvent type paints shall not be allowed. The striping shall be done by skilled individuals in a workmanlike manner in accordance with the manufacturer's standard printed specifications for installation and application instruction;
- The courts shall be protected from traffic during all operations and until opening for use. The Color Coat surfaces shall cure at least 48 hours before allowing light foot traffic. A minimum of four days shall be allowed for the surface to cure before being opened for play;
- The Color Coat shall be guaranteed for one year from date of acceptance against chalking, cracking, fading, discoloration or other deterioration from ultra violet rays of the sun, weather moisture, or weather temperature;
- The material shall be delivered to the project site in its original unopened containers clearly labeled with trade name and name of manufacturer. All materials shall be removed from site daily or shall be locked in a construction trailer on site. Location of trailer, if applicable, will be approved by the Owner.
- Pricing shall be per linear foot.

### Concrete Projects:

The Owner desires to have Contractors available on an as-needed basis to perform concrete projects in order to cover a vast majority of projects of similar scope that may be requested.

### 3.8 Concrete Curb and Gutter:

The Contractor shall provide the following at a minimum:

- Remove and install new curb and gutter per VDOT specifications.
- Insure all materials adjacent to the new construction edges shall be neat and conform to the type materials existing prior to construction or project work.

### 3.9 Remove and Replace Sidewalks:

The Contractor shall provide the following at a minimum:

- Concrete mix for new sidewalk shall be a 3000# mix with 6% air entrainment;
- Replaced sidewalk shall be 6 x 6 x 10/10 welded wire mesh installed, with five foot (5') expansion joints and broom finish with curing compound;

- After removal of existing sidewalk, the Contractor shall take the necessary steps to insure the new concrete will rest on acceptable base material as approved by the Owner;
- Contractor shall provide the work necessary to insure all materials adjacent to the new work edges shall be neat and conform to the type of materials existing prior to construction. Minor furnishing and grading of topsoil with seeding and mulching is typically necessary for conformance with existing conditions;
- Contractor shall remove all debris from site and dispose of in a lawful manner;
- Pricing shall be per square yard.

**3.10 New Sidewalks:**

The Contractor shall provide the following at a minimum:

- Concrete mix shall be 3000# mix with 6% air entrainment, 6 x 6 x 10/10 welded wire mesh installed with five foot expansion joints and broom finish with curing compound;
- Contractor shall provide an acceptable "base" in accordance with good engineering and construction practices and as approved by Owner;
- Pricing shall be per square yard.

**3.11 Airport Runways & Taxiways:**

The Contractor shall provide the following at a minimum:

- Areas to be patched shall be cut to a neat and straight line and cut area shall be excavated to a depth of ten inches and material disposed of;
- Type 21-A or 21-B stone shall be placed in cleared area and compacted to a thickness of six inches;
- Type BM-2 bituminous concrete shall be placed on stone and compacted to a thickness of two and one-half (2.5) inches;
- Occasionally the Owner may request work at the Warrenton Fauquier Airport which will be based on the Contract unit pricing.

**3.12 Other Related Work:**

The Owner may also request on an as needed basis the use of this contract for minimal replacement of damaged concrete infrastructure, slab pours, storm drain pipe and storm drain inlets etc. This may also include work as related to painting/markings various lines and or spaces at the airport, to include but not limited to the runway. Pricing for these request and requirement will be quoted and negotiated at time the need arises.

**3.13 Projected Requirement/Estimated Expenditure:**

As requirements arise for specific quantities of items covered herein, orders will be placed by the authorized individuals. The estimated annual expenditure mentioned is for Bidder information purposes only and does not represent actual volume, which may or may not be experienced.

**3.14 Emergency Purchases:**

The Owner reserves the right to make emergency purchases from other sources, should the Contractor(s) be unable to furnish the required item/service within the required time frame.

**3.15 Workmanship:**

The contractor shall provide the following at a minimum:

Only first-class work shall be performed and all materials furnished in carrying out this contract shall be of character and quality required by the specifications. Where no standard

is specified, for such work or materials they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager.

- If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within forty-eight hours after the receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the Project Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner's perfect and complete in satisfactory working condition.
- It is understood and agreed that only the highest standards of work are acceptable and are to be maintained; that the specifications are not be construed as absolutely complete; but all items not included and considered necessary to properly perform the work shall be construed as part of the specifications. The Contractor shall be required to redo, at her/his own expense; any work in relation to which there shall be doubt or discrepancy; or any work done in violation of law or public authority. In the event that work has been done improperly or damages are encountered. The Project Manager shall have the right to demand immediate corrective action on the part of the Contractor or have the condition corrected by whatever means necessary.

**3.16 Weather Conditions:**

In the event of temporary suspension of work or during inclement weather, or whenever the Project Manager shall direct, the Contractor will cause their subcontractors to protect carefully their materials and work against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of their subcontractors to protect their work and materials, the work or materials shall be removed and replaced at the expense of the Contractor.

**3.17 Power of Contractor to Act in Emergencies:**

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Project Manager as the Contractor sees fit. The Contractor shall notify the Project Manager thereof immediately thereafter. Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for approval.

**4.0 CONTRACTOR RESPONSIBILITIES:**

The Contractor shall also provide the following to cover all cost, direct and indirect to fulfil the obligation of the intent of the work described, including all material, labor, supervision and other appurtenances necessary to complete the work.

- 4.1** Contractor shall obtain all permits as required prior to beginning any work. It is also the contractor responsibility to schedule all required inspections. When permits are necessary for a project; the Contractor shall be reimbursed for only the County's permit charge. The Contractor must include the permit charge on the monthly invoice. The Contractor shall, without additional expense to the Owner, be responsible for obtaining other necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. The Contractor agrees to cooperate with any third party contractors, including without

limitations, engineers, inspectors or County and School personnel to facilitate the coordination of the work under this Contract.

- 4.2 Contractor shall keep neighboring properties safe and free of debris and litter at all times. Contractor shall dispose of all trash and debris at the Corral Farm Landfill located in Warrenton, VA. Contractor shall be responsible for all landfill fees associated with such waste. Contractor shall not dispose of any waste to any other facility to assure Owner that materials are being recycled to the maximum extent possible.
- 4.3 The Contractor shall keep a competent and responsible person, knowledgeable about the work being performed and readily able to discuss any aspect thereof, including technical, performance, warranties, personnel staffing levels, billings and scheduling of the work and having field experience, in charge of the daily administration and supervision of the work, at the site to represent them whenever any work is in progress. Such representative shall be authorized and instructed to receive and execute the instructions given by the Owner. The representative shall assure quality control, also have the authority to make decisions regarding any aspect of the work and shall not be directly assigned to any operational work occurring. The representative shall remain on the assigned project for the duration of the project, unless they cease to be on the Contractor's payroll. It is understood that such representative shall be acceptable to the Owner/ Project Manager and shall act in a professional manner at all times. The Owner reserves the right to request immediate removal of any employee acting in an unprofessional, unlawful or vulgar manner. Contractor shall have a sufficient number of personnel, properly trained, for regularly schedule work, absences and emergencies needed to complete the projects in a timely manner. In addition, the Contractor must have at least one (1) employee at the work site proficient in English and capable of communicating with Owner's employees in the English language.
- 4.4 Contractor shall have the appropriate equipment to fulfill the obligations of this contract as needed. The Contractor shall not leave any equipment or materials on the work site without the consent of the Owner. The Owner shall not be responsible for any tools, or equipment left on the jobsite unattended. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.
- 4.5 Contractor shall contact Miss Utility and follow (if necessary) any provided direction, prior to any digging. All excavation for projects under this contract shall be unclassified and no payment will be made for rock excavation. This is applicable to all excavation for all trades. The Contractor shall be similarly responsible for all damages to persons or property that occur as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall comply with OSHA standards at all times. Contractor shall comply with all Virginia Department of Transportation standards.
- 4.6 Contractor shall be responsible for complying with all applicable laws and regulations of authorities having jurisdiction while meeting the following specifications and requirements for implementing any Traffic Management Plan.
- Maintenance of Traffic: Access shall be maintained to all streets, driveways and parking lots. The Contractor shall coordinate with the Owner's Project Manager as named on the Purchase Order. Work performed during school hours shall be performed with the least inconvenience to students, faculty, school/county personnel and visitors, and shall be performed with safety as the utmost concern.
  - Signs and Barricades: Contractor shall furnish and erect all traffic signs and barricades. Signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation. Temporary "No Parking" signs shall be installed where needed.

All signs and barricades shall be in place before any work is started by the Contractor. Traffic shall be maintained on all streets crossing or intersecting the project.

- **Sweeping:** Parking lots or streets shall be swept clean and loose particles and debris removed prior to placing asphalt. Dirt, debris, loose gravel, etc., which accumulates in the curb and gutters shall be removed by the Contractor.
- **Dust Control:** The Contractor shall be required to control the dust throughout the entirety of the project. This may be accomplished by the use of water; the Contractor shall be responsible for obtaining the water, and shall ensure that any runoff is through the appropriate outlet for the project location
- **Utility Risers:** The Contractor shall install risers on all castings where necessary to bring the castings to grade. The risers will be furnished by Fauquier County Maintenance and Repairs. The exposed edges of all castings, risers, curb lines and gutter lines shall be painted with a cut back asphalt before application of the bituminous concrete. Contractor shall determine use or need of Bumper blocks and discuss with Owner.

4.7 **All Work Subject to Control of Project Manager:** In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Project Manager and shall perform all work to the satisfaction of the Project Manager and at such times and places, by such methods and in such manner and sequence as he may require. The Project Manager shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents, and any extra work orders and shall decide all other questions in connection with the work. The Contractor shall employ no plans, equipment, materials, methods or person to which the Project Manager objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Project Manager's permission. The Project Manager shall confirm in writing, any oral order, direction, requirement or determination.

4.8 **Inspection:** All work and materials shall be subject to a final inspection by an authorized representative of the Owner. The Owner reserves the right to have work inspected by a qualified third party inspector (Geotechnical Engineer). Any omission or failure on the part of the Owner Representative to disapprove or reject inferior 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 the inspection, the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge. If the contract documents, the Owner's or it's agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the Owner or its 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 its agent or other proper authorities, be uncovered for examination at the Contractor's expense.

4.9 **Warranty:** All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Upon receipt of notice from the Owner, of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by the Owner or replace the complete item. Adjustments, repairs, or replacements shall be made only at such times as designed by the Owner to be at least detrimental to the Owner department, facility and/or school.

4.10 **Errors:** The Contractor shall make no claim against the Owner because the estimates, tests or representations of any kind affecting the work made by any officer or agent of the Owner may prove to be in any respect erroneous.

5.0 **OWNERS RIGHTS AND RESPONSIBILITIES:**

- 5.1 **Requesting Services:** The Owner will use the Contract Proposal Sheet (CPS) to notify Contractor(s) of requirements on an as-needed basis. As noted on the CPS, the Owner will indicate the scope of services required and the time limit for the project. The Contractor(s) shall meet with the Owner Project Manager(s) within twenty-four (24) hours after notification to discuss and review requirements for any project, only if further clarification is needed. The Contractor(s) shall respond to any Owner request within the time specified, regardless of the size and dollar value of the project. The Contractor(s) shall forward their written proposal for the project in the area provided on the CPS, based on the contract pricing, within three (3) days of receipt of the CPS. Written proposals shall note the contract number specify each major step or phase of the work to be performed and include a written detailed estimate of the costs as awarded in the contract, to complete the project, including labor, materials if requested, and a forecast date of completion, expressed either as a definite date or the number of days after notification to proceed with the work.
- 5.2 **Changes and Alterations:** The Owner reserves the right through its Project Manager to make such alterations in the installation of items of work shown on the plans, as may be necessitated by conditions found during construction that in the judgement of the Project Manager appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Owner's Project Manager. If such changes increase the amount of the work or materials, the Contractor will be paid according to the quantity of work actually done at the prices established for such work under the contract. If such alterations or changes diminish the quantity of work to be done, they shall not constitute a claim for damages or for loss of anticipated profits in the work which may be dispensed with, and the work as constructed shall be paid for in accordance with the contract.
- 5.3 **Decreases in Work under Lump Sum Items:** Should it be deemed expedient by the Project Manager at any time that the works are in progress to decrease the dimensions, quantity of materials or work, or alter the situation or levels, or vary the form of dimensions of any part of the said work or vary in any other way the work herein contracted for,
- Owner or Project Manager shall have the full power to do so, if done in accordance with said contract and to order and direct such decreases to be made or performed and without in any way violating the effect of said contract. The Contractor shall provide any such changes without in any way violating the effect of said contract. The Contractor shall in pursuance of such order and directions as he/she may require in writing from the Owner or Project Manager, execute the work thereby ordered and directed, and the difference in expense occasioned by such decrease or diminution so ordered shall be deducted from the amount payable under this contract in accordance with the specified provisions as named in the proposal and/or specifications. If not so named to cover such decrease as ordered.
  - Project Manager shall ascertain the amount of deductions based on the proper, fair and reasonable allowance for the lesser amount of materials and labor required. If necessary in order to establish such fair allowance, the Contractor may be required to submit a detailed breakdown of his/her original CPS for the items of work involved.
- 5.4 **Addition/Deletions:** The Owner reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the contract. Prices for items/services to be added to the contract will be mutually agreed to by the Owner and the Contractor. A contract amendment will be issued for each addition or deletion.
- 5.5 **Cancellation of Orders:** Purchases made under this contract are for readily available services specified herein. Time is of the essence in furnishing the services ordered. The

Owner reserves the right to cancel the order and/or to refuse delivery if the services ordered are not furnished within a reasonable period of time or as specified in this contract.

#### **6.0 DELIVERY/TIME OF PERFORMANCE:**

- 6.1 Bidders shall indicate, on the Contact Information/Response Time sheet (page 26), a contact person' name and telephone number for normal Owner working hours, 7:30 a.m. – 4:00 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal Owner working hours, nights and weekends, the Bidder shall list on the Pricing Schedule a contact person and telephone number or have a voice mail system or answering service. Bidders using a voice mail system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.
- 6.2 The Owner requires that all work, when desired, be scheduled and started no later than fifteen (15) working days from the date of notification by Owner Personnel. Bidders shall indicate, on the Contact Information/Response Time Sheet (page 26) if their response time is different than the required fifteen (15) working days.

#### **7.0 EVALUATION AND AWARD:**

- 7.1 Bid Prices: Bids shall be in the form of a firm fixed price for each item on the Bid Form/Pricing schedule.
- 7.2 Bidders are required to provide pricing for projects of sizes noted:
- Projects of 200 square yards or less, 201 – 500 square yards or less, and 501 square yards or more.
  - Pricing for project types or project sizes not noted will be quoted and negotiated at time the need arises.
- 7.3 Evaluation and Award: The Owner will evaluate and award to the lowest responsive, responsible bidder based on the above project pricing. The Procurement Division reserves the right to make multiple awards for each section of this contract. The Procurement Division reserves the right to conduct any test it may deem advisable and to make all evaluations. The Owner also reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

#### **8.0 PERIOD OF CONTRACT:**

- 8.1 The period of this contract shall be from March 1, 2022 or the date of award, whichever is later, through February 28, 2023.
- 8.2 This contract may be renewed by the Owner upon written agreement of both parties for a period of four (4) successive one year periods under the terms of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the Owner's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
- If the Owner elects to exercise the option to renew the contract for an additional one-year period or any subsequent renewal periods, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract

increased/decreased by more than the percentage increase/decrease of the applicable category 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.

**9.0 METHOD OF ORDERING:**

- 9.1 The Contractor shall accept Owner purchase orders as the approved method of ordering. Purchase orders for the items/services listed in this solicitation shall be issued as required throughout the period of the contract and shall become an integral part of the resulting contract. The Purchase Order indicates that sufficient funds have been obligated as required by Title 15 of the Code of Virginia.
- 9.2 The Purchase Order does not supercede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- 9.3 The Contractor shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the Owner's Project Manager. The Contractor assumes all risk and financial liability for any services rendered without such proper authorization.
- 9.4 Work to be accomplished will be designated by the Project Manager who will be available to meet with the Contractor to point out and mutually agree upon the extent of the work. The time to accomplish the work will also be agreed upon.
- 9.5 It is the Owner's intention to implement use of the resulting contracts on a round-robin, rotating basis, using an internal spreadsheet to track and accomplish this effort, to ensure equitable sharing of tasks among all awarded Firms.
- 9.6 The owner reserves the right to place orders or make payment with the Fauquier County Government & Public Schools Procurement Card. Fauquier County Government and Public Schools P Card is issued as a VISA Bank of America Card.

**10.0 INVOICING PROCEDURE:**

The Contractor shall be paid in accordance with invoice(s) submitted. All invoices shall be accompanied a copy of the original accepted proposal. Contractor shall submit detailed invoices directly to the Bill To address on the Purchase Order. All invoices shall reference the awarded contract number and purchase order number. The Owner will make payment within forty-five (45) days of receipt of accurate and complete invoice, or forty-five (45) days after acceptance of work, whichever is later.

**11.0 INSURANCE REQUIREMENTS:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage specified on the Insurance Checklist at the time the work commences. The Bidder further certifies that the Contractor will maintain the specified 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 Contractor shall furnish certificates of insurance for the coverage required with Fauquier County and Fauquier County School Board, endorsed to be named as additional insured.

12.0 **VIRGINIA STATE CORPORATION COMMISSION REQUIREMENTS:**

Bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders/Offerors. Use the form provided to note the Bidders State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this form with their bid submission may result in rejection of the bid.

# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 2/18/2011

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

## CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**  
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

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 Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

## 6. WITHDRAWAL OF BIDS/PROPOSALS:

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal 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/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** - When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:  
**ADDRESSED AS INDICATED ON PAGE 1**  
**IFB/RFP NUMBER**  
**TITLE**

**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree 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/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

**SPECIFICATIONS**

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered

in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### **AWARD**

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2<sup>nd</sup> Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at [www.fauquiercounty.gov/government/departments/procurement](http://www.fauquiercounty.gov/government/departments/procurement).
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

#### **CONTRACT PROVISIONS**

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
  1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
  1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms 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 2 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 subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginia With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. 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.
3. 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 A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
    1. By mutual agreement between the parties in writing; or
    2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
    3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
  - C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
37. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
38. **DRUG-FREE WORKPLACE:** 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.

39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Year:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
40. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** All resultant contracts will be extended, with the authorization of the Contractor, to other Public Bodies of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. It is the Contractor's responsibility to notify the public bodies of the availability of the contract.

Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

41. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
42. **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.

43. **COMPLIANCE WITH FEDERAL, STATE, AND 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.
44. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
45. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, 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 Section 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 become void.

## DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the

materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
  1. Purchase Order Number,
  2. Name of Article and Stock Number,
  3. Quantity Ordered,
  4. Quantity Shipped,
  5. Quantity Back Ordered,
  6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), 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/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, 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/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) 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. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) 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 Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

## SPECIAL TERMS AND CONDITIONS

1. **USE OF PREMISES:**

- a. The Contractor shall:
- (1) Perform his 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 any contractor;
  - (2) Store his 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
  - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The Contractor expressly undertakes, either directly or through his subcontractors(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.
- c. 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 at the Corral Farm Landfill.
- d. The Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment to remove all surplus materials, 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 the Contractor fails to clean up at the completion of the work, the Owner may do so and charge for costs thereof to the Contractor.
- e. 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.
- f. 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.

2. **PROTECTION OF PERSONS AND PROPERTY:**

- a. The Contractor expressly undertakes, both directly and through its subcontractor(s), 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.
- b. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. 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.
- d. 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 protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or 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 by Section 37, of the General Conditions and Instruction to Bidders.

3. **CONTRACTOR REGISTRATION:** Bidders shall be licensed in the Commonwealth of Virginia in accordance with Chapter 11 of Title 54.1 of the Code of Virginia. The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid where indicated, the following:

Contractor Name: \_\_\_\_\_ License # \_\_\_\_\_

Expiration: \_\_\_\_\_

Licensed Class \_\_\_\_\_ (A, BorC) Virginia Contractor No. \_\_\_\_\_ Specialty: \_\_\_\_\_

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the 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.

4. **LABELING OF HAZARDOUS SUBSTANCES:**

If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in Section 136 of Title 7 of the U.S.C., then the bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. Section 1263 or Title 7 U.S.C. Section 136.

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS**

**INVITATION FOR BID (IFB) #32-17ks**

**Asphalt Paving, Concrete and Associated Services, As Required**

**BID FORM/PRICING SCHEDULE**

**BID NUMBER, OPENING DATE AND CONTRACTOR REGISTRATION NUMBER SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.**

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
PHONE # (INCLUDING AREA CODE)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
FAX # (INCLUDING AREA CODE)

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
CONTRACTOR REGISTRATION NUMBER

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred firm 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.

**NON-COLLUSION:** The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders 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 the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

Receipt of the following Addenda are acknowledged: Addendum No. \_\_\_\_\_, dated \_\_\_\_\_,  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

**RETURN THIS PAGE**

**BID FORM/PRICING SCHEDULE**

Continued

**PRICING FOR WORK SITES 200 SQUARE YARDS AND LESS**

	<b><u>UNIT PRICES</u></b>	
<b>1. <u>CLASS I REPAIR</u></b>		
A. Remove two inches (2") asphalt paving	\$ _____	/s.y.
B. Remove additional inch asphalt paving	\$ _____	/s.y.
C. Remove six inches (6") stone base material	\$ _____	/s.y.
D. Remove additional base per inch above 6"	\$ _____	/s.y.
E. Install 2" S-5 asphalt paving	\$ _____	/s.y.
F. Install one additional inch S-5 paving	\$ _____	/s.y.
G. Install three inches (3") B-3 asphalt paving	\$ _____	/s.y.
H. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____	/s.y.
I. Install additional inch 21-A stone above 6"	\$ _____	/s.y.
J. Same as "A" except bid hand work	\$ _____	/s.y.
K. Same as "B" except bid hand work	\$ _____	/s.y.
L. Same as "C" except bid hand work	\$ _____	/s.y.
M. Same as "D" except bid hand work	\$ _____	/s.y.
N. Fine grade base stone	\$ _____	/s.y.
O. Furnish and apply S-5 asphalt paving	\$ _____	/ton
P. Furnish and apply 21-A stone	\$ _____	/c.y.
Q. Haul dirt or stone offsite	\$ _____	/ton
<b>2. <u>CLASS II REPAIR</u></b>		
A. Asphalt Sealant	\$ _____	/s.y.
B. Crack Sealant	\$ _____	/l.f. of crack 1/2" wide
C. Geotextile Fabric	\$ _____	/s.y.
<b>3. <u>CLASS III REPAIR</u></b>		
A. Sub-base Bituminous Surfacing, Compaction	\$ _____	/s.y.
<b>4. <u>TRAFFIC AND LANE MARKINGS</u></b>	\$ _____	/l.f.
<b>5. <u>PARKING SPACES</u></b>	\$ _____	/l.f.
<b>6. <u>COLOR COAT SYSTEM</u></b>	\$ _____	/s.y.
<b>7. <u>PLAYING LINES</u></b>	\$ _____	/l.f.
<b>8. <u>CONCRETE CURB AND GUTTER</u></b>		
A. Remove curb and gutter	\$ _____	/l.f.
B. Remove 6" stone base material	\$ _____	/l.f.
C. Remove additional inch stone base per inch above 6"	\$ _____	/l.f.
D. Install curb and gutter	\$ _____	/l.f.
E. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____	/l.f.
F. Install additional inch 21-A stone per inch above 6" at 95% compaction	\$ _____	/l.f.
G. Furnish and apply 21-A stone at 95% compaction	\$ _____	/c.y.
H. Install exposed aggregate handicap accessibility ramps	\$ _____	/s.y.
<b>7. <u>SIDEWALKS</u></b>		
A. Remove and Replace	\$ _____	/s.y.
B. New Sidewalks	\$ _____	/s.y.
<b>8. <u>PENETRATION SURFACE COURSE</u></b>		
A. Color	\$ _____	/s.y.

TOTAL, All Unit Prices on this Page \$ \_\_\_\_\_

**RETURN THIS PAGE**

**BID FORM/PRICING SCHEDULE**

Continued

**PRICING FOR WORK SITES 201 – 500 SQUARE YARDS**

	<b><u>UNIT PRICES</u></b>	
<b>9. <u>CLASS I REPAIR</u></b>		
A. Remove two inches (2") asphalt paving	\$ _____	/s.y.
B. Remove additional inch asphalt paving	\$ _____	/s.y.
C. Remove six inches (6") stone base material	\$ _____	/s.y.
D. Remove additional base per inch above 6"	\$ _____	/s.y.
E. Install 2" S-5 asphalt paving	\$ _____	/s.y.
F. Install one additional inch S-5 paving	\$ _____	/s.y.
G. Install three inches (3") B-3 asphalt paving	\$ _____	/s.y.
H. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____	/s.y.
I. Install additional inch 21-A stone above 6"	\$ _____	/s.y.
J. Same as "A" except bid hand work	\$ _____	/s.y.
K. Same as "B" except bid hand work	\$ _____	/s.y.
L. Same as "C" except bid hand work	\$ _____	/s.y.
M. Same as "D" except bid hand work	\$ _____	/s.y.
N. Fine grade base stone	\$ _____	/s.y.
O. Furnish and apply S-5 asphalt paving	\$ _____	/ton
P. Furnish and apply 21-A stone	\$ _____	/c.y.
Q. Haul dirt or stone offsite	\$ _____	/ton
<b>10. <u>CLASS II REPAIR</u></b>		
A. Asphalt Sealant	\$ _____	/s.y.
B. Crack Sealant	\$ _____	/l.f. of crack 1/2" wide
C. Geotextile Fabric	\$ _____	/s.y.
<b>11. <u>CLASS III REPAIR</u></b>		
A. Sub-base Bituminous Surfacing, Compaction	\$ _____	/s.y.
<b>12. <u>TRAFFIC AND LANE MARKINGS</u></b>	\$ _____	/l.f.
<b>13. <u>PARKING SPACES</u></b>	\$ _____	/l.f.
<b>14. <u>COLOR COAT SYSTEM</u></b>	\$ _____	/s.y.
<b>15. <u>PLAYING LINES</u></b>	\$ _____	/l.f.
<b>16. <u>CONCRETE CURB AND GUTTER</u></b>		
A. Remove curb and gutter	\$ _____	/l.f.
B. Remove 6" stone base material	\$ _____	/l.f.
C. Remove additional inch stone base per inch above 6"	\$ _____	/l.f.
D. Install curb and gutter	\$ _____	/l.f.
E. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____	/l.f.
G. Install additional inch 21-A stone per inch above 6" at 95% compaction	\$ _____	/l.f.
G. Furnish and apply 21-A stone at 95% compaction	\$ _____	/c.y.
H. Install exposed aggregate handicap accessibility ramps	\$ _____	/s.y.
<b>17. <u>SIDEWALKS</u></b>		
A. Remove and Replace	\$ _____	/s.y.
B. New Sidewalks	\$ _____	/s.y.
<b>18. <u>PENETRATION SURFACE COURSE</u></b>		
A. Color	\$ _____	/s.y.

TOTAL, All Unit Prices on this Page \$ \_\_\_\_\_

**RETURN THIS PAGE**

# BID FORM/PRICING SCHEDULE

Continued

## PRICING FOR WORK SITES 501 SQUARE YARDS AND OVER

		<u>UNIT PRICES</u>
<b>19.</b>	<b><u>CLASS I REPAIR</u></b>	
A.	Remove two inches (2") asphalt paving	\$ _____ /s.y.
B.	Remove additional inch asphalt paving	\$ _____ /s.y.
C.	Remove six inches (6") stone base material	\$ _____ /s.y.
D.	Remove additional base per inch above 6"	\$ _____ /s.y.
E.	Install 2" S-5 asphalt paving	\$ _____ /s.y.
F.	Install one additional inch S-5 paving	\$ _____ /s.y.
G.	Install three inches (3") B-3 asphalt paving	\$ _____ /s.y.
H.	Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /s.y.
I.	Install additional inch 21-A stone above 6"	\$ _____ /s.y.
J.	Same as "A" except bid hand work	\$ _____ /s.y.
K.	Same as "B" except bid hand work	\$ _____ /s.y.
L.	Same as "C" except bid hand work	\$ _____ /s.y.
M.	Same as "D" except bid hand work	\$ _____ /s.y.
N.	Fine grade base stone	\$ _____ /s.y.
O.	Furnish and apply S-5 asphalt paving	\$ _____ /ton
P.	Furnish and apply 21-A stone	\$ _____ /c.y.
Q.	Haul dirt or stone offsite	\$ _____ /ton
<b>20.</b>	<b><u>CLASS II REPAIR</u></b>	
A.	Asphalt Sealant	\$ _____ /s.y.
B.	Crack Sealant	\$ _____ /l.f. of crack 1/2" wide
C.	Geotextile Fabric	\$ _____ /s.y.
<b>21.</b>	<b><u>CLASS III REPAIR</u></b>	
A.	Sub-base Bituminous Surfacing, Compaction	\$ _____ /s.y.
<b>22.</b>	<b><u>TRAFFIC AND LANE MARKINGS</u></b>	\$ _____ /l.f.
<b>23.</b>	<b><u>PARKING SPACES</u></b>	\$ _____ /l.f.
<b>24.</b>	<b><u>COLOR COAT SYSTEM</u></b>	\$ _____ /s.y.
<b>25.</b>	<b><u>PLAYING LINES</u></b>	\$ _____ /l.f.
<b>26.</b>	<b><u>CONCRETE CURB AND GUTTER</u></b>	
A.	Remove curb and gutter	\$ _____ /l.f.
B.	Remove 6" stone base material	\$ _____ /l.f.
C.	Remove additional inch stone base per inch above 6"	\$ _____ /l.f.
D.	Install curb and gutter	\$ _____ /l.f.
E.	Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /l.f.
H.	Install additional inch 21-A stone per inch above 6" at 95% compaction	\$ _____ /l.f.
G.	Furnish and apply 21-A stone at 95% compaction	\$ _____ /c.y.
H.	Install exposed aggregate handicap accessibility ramps	\$ _____ /s.y.
<b>27.</b>	<b><u>SIDEWALKS</u></b>	
A.	Remove and Replace	\$ _____ /s.y.
B.	New Sidewalks	\$ _____ /s.y.
<b>28.</b>	<b><u>PENETRATION SURFACE COURSE</u></b>	\$ _____ /s.y.
A.	Color	\$ _____ /s.y.

**RETURN THIS PAGE**

**CONTACT INFORMATION/RESPONSE TIME**

**RESPONSE TIME:**

The Owner requires that all work, when desired, be scheduled and started no later than fifteen (15) working days from the date of notification by Owner Personnel. Bidders will indicate below if different than fifteen (15) working days.

\_\_\_\_\_ Days after notification

**CONTACT PERSON(S):**

List a contact person's name and telephone number for normal Owner working hours, 7:30 a.m. – 4:00 p.m. Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal Owner's working hours (nights and/or weekends), list a contact person's name and telephone number, or have a voice mail paging system, cell phone voicemail or answering service. Bidders using a voice mail paging system, cell phone voicemail or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

Type of answering system used by your firm, \_\_\_\_\_ Answering Service

\_\_\_\_\_ Cell Phone Voicemail

\_\_\_\_\_ Email

\_\_\_\_\_ Text Messages

**Normal Working Hours**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

OR:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**Emergency Calls:**

(outside normal Owner's working hours, nights and/or weekends)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

OR:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**RETURN THIS PAGE**

**CONTRACTOR DATA SHEET**

1. **QUALIFICATIONS OF BIDDER:** Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.

2. Bidder's Primary Contact:

Name: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_  
Fax: (    ) \_\_\_\_\_

3. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:

\_\_\_\_\_ Year's      \_\_\_\_\_ months.

4. **REFERENCES:** Indicate below a listing of at least three (3) current or recent accounts, either commercial or government that your company is servicing, has serviced, or has provided similar goods.

A. Company: \_\_\_\_\_ Point of Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

B. Company: \_\_\_\_\_ Point of Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

C. Company: \_\_\_\_\_ Point of Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

Check Applicable Box:

Corporation  Partnership  Individual  Joint Venture  Other

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**RETURN THIS PAGE**

**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 denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation and Employers' Liability;</b> 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. <b>Commercial General Liability</b> 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 \$50,000 per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> 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. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or Better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence
—	6. <b>Garage Keeper's Legal Liability</b> 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. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent.	7. \$1,000,000
—	8. <b>Other Insurance:</b>	
<u>X</u>	9. <b>Fauquier County and/or Fauquier County School Board named as additional insured On Auto and General Liability Policies (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)</b>	
<u>X</u>	10. <b>30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "Failure to mail such notice" clause shall be removed from the Cancellation notice.</b>	
<u>X</u>	11. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>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.</b>	

**OFFEROR STATEMENT**

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

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

Revised 4/5/10 - mm

**RETURN THIS PAGE**

**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 Public Schools

And

# Fauquier County



---

## 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

\_\_\_\_\_  
Solicitation # and Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**RETURN THIS FORM EITHER WITH BID/ PROPOSAL SUBMISSION OR  
TO CONTRACT ADMINISTRATOR PRIOR TO ANY WORK ON PROPERTY**

**Asphalt Paving, Concrete and Associated Services  
Contract #32-17ks  
(Sample Contract Proposal Sheet)**

**Date Prepared:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_  
**Contractor Fax #:** \_\_\_\_\_ **Contractor Phone #:** \_\_\_\_\_  
**Contractor Email:** \_\_\_\_\_

**Owner's Using Department:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_ **Phone#:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_  
**Owner Contact Email:** \_\_\_\_\_

Per the above referenced contract, the Contractor shall submit their Contract Proposal Sheet (CPS), based on the contract pricing, within three (3) days of receipt of this CPS for the following scope of services. Using Departments must include in their scope of service, location of services and as much detail regarding their requirements as possible, to assist the Contractor in their response. Per the contract, if the Contractor needs additional clarification, they shall contact the Using Department within twenty-four (24) hours after receipt of this CPS.

**PROJECT NAME:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Requested time for completion of this project:** \_\_\_\_\_

**Contractor Proposal:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(attach additional page if needed)**

**Completion time, in days, after receipt of order:** \_\_\_\_\_

**Proposal submitted via fax or email by:** \_\_\_\_\_  
**Print Name of Contractor**  
**Signature of authorized person submitting proposal** \_\_\_\_\_

**Date Submitted to Using Department:** \_\_\_\_\_

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

**Procurement Division**

Alice Jane Childs Office Bldg., 320 Hospital Drive, Suite 23 Warrenton, Virginia 20186

Jeff Campbell, Senior Buyer

Phone: (540) 422-8350

Fax: (540) 422-8355

November 12, 2021

ADDENDUM NO. 1 TO ALL OFFERORS: 2 pages, including Addendum & Revised Bid Form

IFB: 21-22jc

Title: Asphalt Paving and Associated Services, As Required

Dated: November 5, 2021

Bid Due date and time: December 13, 2019, @ 2:30pm

The following additions/revisions/clarifications are made to the original *Information for Bid (IFB)* referenced above.

**PLEASE SEE THE ATTACHED REVISED BID FORM. ANY BIDDER NOT SUBMITTING THEIR BID ON THE REVISED BID FORM, SHALL NOT BE CONSIDERED FOR AWARD.**

**REVISION:**

Please **remove** paragraphs 3.8 Concrete Curb and Gutter and any other reference to concrete projects. The Contractor shall not be required to provide concrete work under this contract.

The following language shall be **added** to this IFB.

At the Owners discretion, to avoid any delays in the completion in projects the Owner reserves the right to order services from any contractor awarded as a result of this solicitation simultaneously when multiple projects, subject to time constraints, result in periods of high volume workloads.

All other specifications, terms and conditions remain unchanged.

Note: An acknowledgement of this addendum must be noted on the Bid Form in the appropriate space.

**Jeffrey S. Campbell, Senior Buyer**

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS**  
***Procurement Division***

Alice Jane Childs Office Bldg., 320 Hospital Drive, Suite 23 Warrenton, Virginia 20186

Phone: (540) 422-8350

Fax: (540) 422-8355

December 6, 2021

**ADDENDUM NO. 2 TO ALL OFFERORS: 2 pages, including Addendum & Revised Bid Form**

IFB: 21-22jc

Title: Asphalt Paving and Associated Services, As Required

Dated: November 5, 2021

Bid Due date and time: December 13, 2019, @ 2:30pm

The following additions/revisions/clarifications are made to the original *Information for Bid (IFB)* referenced above.

**PLEASE SEE THE ATTACHED REVISED BID FORM. ANY BIDDER NOT SUBMITTING THEIR BID ON THE REVISED BID FORM, SHALL NOT BE CONSIDERED FOR AWARD.**

**REVISION:**

Please note Item #1 O, P, Q, 2 B, 4, 5, & 7 have been changed from SY to reflect accurate measurement on Bid Form.

Please note that the Bid Due date and time on Addendum NO. 1 dated Nov 12, 2021 was posted as Dec 13, 2019@2:30pm. The correct Bid Due date and time is **Dec 13, 2021@2:30pm.**

All other specifications, terms and conditions remain unchanged.

Note: An acknowledgement of this addendum must be noted on the Bid Form in the appropriate space.

***Jeffrey S. Campbell, Senior Buyer***

	BID FORM/PRICING SCHEDULE	2022-2023 Pricing		
		<200 SY	201-500SY	>500SY
<b>1</b>	<b>CLASS   REPAIR</b>	<b>Unit Price</b>		
A	Remove two inches (2") asphalt paving	\$	\$	\$
B	Remove additional inch asphalt paving	\$	\$	\$
C	Remove six inches (6") stone base material	\$	\$	\$
D	Remove additional base per inch above 6"	\$	\$	\$
E	Install 2" S-5 asphalt paving	\$	\$	\$
F	Install one additional inch S-5 paving	\$	\$	\$
G	Install three inches (3") B-3 asphalt paving	\$	\$	\$
H	Install 6: 22-A stone at 95% compaction (ASTM D-698)	\$	\$	\$
I	Install additional inch 21-A stone above 6"	\$	\$	\$
J	Same as "A" except bid hand work	\$	\$	\$
K	Same as "B" except bid hand work	\$	\$	\$
L	Same as "C" except bid hand work	\$	\$	\$
M	Same as "D" except bid hand work	\$	\$	\$
N	Fine grade base stone	\$	\$	\$
O	Furnish and apply S-5 asphalt paving per Ton	\$	\$	\$
P	Furnish and apply 21-A stone per Cubic Yard	\$	\$	\$
Q	Haul dirt or stone offsite per Ton	\$	\$	\$
<b>2</b>	<b>CLASS   REPAIR</b>			
A	Asphalt Sealant	\$	\$	\$
B	Crack Sealant per Lineal Foot	\$	\$	\$
C	Geotextile Fabric	\$	\$	\$
D	Asphalt Sealant with Sand	\$	\$	\$
<b>3</b>	<b>CLASS III Repair</b>			
A	Sub-base Bituminous Surfacing, Compaction	\$	\$	\$
<b>4</b>	<b>TRAFFIC AND LANE MARKINGS per Lineal Foot</b>	\$	\$	\$
<b>5</b>	<b>PARKING SPACES per Lineal Foot</b>	\$	\$	\$
<b>6</b>	<b>COLOR COAT SYSTEM</b>	\$	\$	\$
<b>7</b>	<b>PLAYING LINES per Lineal Foot</b>	\$	\$	\$
<b>8</b>	<b>PENETRATION SURFACE COURSE</b>	\$	\$	\$
A	Color	\$	\$	\$

BID FORM, IFB 21-22jc  
(REVISED)

Any bid received, Not on the REVISED BID FORM shall be considered non responsive and Shall not be considered for award.

	BID FORM/PRICING SCHEDULE	2022-2023 Pricing		
		<200 SY	201-500SY	>500SY
<b>1</b>	<b>CLASS   REPAIR</b>	<b>Unit Price</b>		
A	Remove two inches (2") asphalt paving	\$ 7.15	\$ 5.30	\$ 4.76
B	Remove additional inch asphalt paving	\$ 2.38	\$ 1.77	\$ 1.59
C	Remove six inches (6") stone base material	\$ 2.83	\$ 2.83	\$ 2.35
D	Remove additional base per inch above 6"	\$ 0.57	\$ 0.47	\$ 0.47
E	Install 2" S-5 asphalt paving	\$ 16.50	\$ 14.50	\$ 13.25
F	Install one additional inch S-5 paving	\$ 8.25	\$ 7.25	\$ 6.65
G	Install three inches (3") B-3 asphalt paving	\$ 22.50	\$ 21.07	\$ 20.51
H	Install 6: 22-A stone at 95% compaction (ASTM D-698)	\$ 14.85	\$ 13.85	\$ 12.65
I	Install additional inch 21-A stone above 6"	\$ 2.48	\$ 2.31	\$ 2.11
J	Same as "A" except bid hand work	\$ 9.42	\$ 4.50	\$ 3.39
K	Same as "B" except bid hand work	\$ 2.55	\$ 2.12	\$ 1.65
L	Same as "C" except bid hand work	\$ 5.18	\$ 4.71	\$ 3.77
M	Same as "D" except bid hand work	\$ 0.95	\$ 0.95	\$ 0.95
N	Fine grade base stone	\$ 4.71	\$ 2.10	\$ 1.98
O	Furnish and apply S-5 asphalt paving per Ton	\$ 90.00	\$ 85.00	\$ 80.00
P	Furnish and apply 21-A stone per Cubic Yard	\$ 60.00	\$ 57.00	\$ 50.00
Q	Haul dirt or stone offsite per Ton	\$ 16.25	\$ 16.25	\$ 16.25
<b>2</b>	<b>CLASS   REPAIR</b>			
A	Asphalt Sealant	\$ 3.77	\$ 3.06	\$ 1.88
B	Crack Sealant per Lineal Foot	\$ 3.25	\$ 2.50	\$ 2.20
C	Geotextile Fabric	\$ 4.71	\$ 4.23	\$ 4.71
D	Asphalt Sealant with Sand	\$ 3.50	\$ 3.00	\$ 2.10
<b>3</b>	<b>CLASS III Repair</b>			
A	Sub-base Bituminous Surfacing, Compaction	\$ 17.90	\$ 16.95	\$ 16.95
<b>4</b>	<b>TRAFFIC AND LANE MARKINGS per Lineal Foot</b>	\$ 0.75	\$ 0.75	\$ 0.75
<b>5</b>	<b>PARKING SPACES per Lineal Foot</b>	\$ 0.48	\$ 0.48	\$ 0.48
<b>6</b>	<b>COLOR COAT SYSTEM</b>	\$ 9.88	\$ 9.88	\$ 9.88
<b>7</b>	<b>PLAYING LINES per Lineal Foot</b>	\$ 0.80	\$ 0.80	\$ 0.80
<b>8</b>	<b>PENETRATION SURFACE COURSE</b>	\$ 8.00	\$ 8.00	\$ 4.71
A	Color	\$ 10.36	\$ 10.36	\$ 10.36

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
INVITATION FOR BID (IFB) #32-175-<sup>OC</sup> 01/14/2022  
Asphalt Paving, Concrete and Associated Services, As Required

**BID FORM/PRICING SCHEDULE**

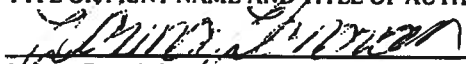
**BID NUMBER, OPENING DATE AND CONTRACTOR REGISTRATION NUMBER SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.**

<u>DONOVAN PAVING LLC</u> FIRM NAME	<u>540.349.2009</u> PHONE # (INCLUDING AREA CODE)
<u>10173 JAMES MADISON HWY (PO BOX 945)</u> ADDRESS	<u>540.349.3383</u> FAX # (INCLUDING AREA CODE)
<u>BEALETON, VA 22712</u> CITY, STATE, ZIP	<u>38-3928269</u> FEDERAL IDENTIFICATION NUMBER
<u>daniel.donovan@donovan-construction.com,</u> EMAIL ADDRESS	<u>2705176028</u> CONTRACTOR REGISTRATION NUMBER

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred firm 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.

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders 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 the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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.

Donna Donovan, Owner  
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID  
  
SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID  
12/13/2021  
DATE

Receipt of the following Addenda are acknowledged: Addendum No. 1, dated 11/12/2021,  
Addendum No. 2, dated 12/08/2021, Addendum No.     , dated     

**RETURN THIS PAGE**

Superseded by Addendum 2

**BID FORM/PRICING SCHEDULE**

Continued

**PRICING FOR WORK SITES 200 SQUARE YARDS AND LESS**

	<u>UNIT PRICES</u>
<b>1. <u>CLASS I REPAIR</u></b>	
A. Remove two inches (2") asphalt paving	\$ _____ /s.y.
B. Remove additional inch asphalt paving	\$ _____ /s.y.
C. Remove six inches (6") stone base material	\$ _____ /s.y.
D. Remove additional base per inch above 6"	\$ _____ /s.y.
E. Install 2" S-5 asphalt paving	\$ _____ /s.y.
F. Install one additional inch S-5 paving	\$ _____ /s.y.
G. Install three inches (3") B-3 asphalt paving	\$ _____ /s.y.
H. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /s.y.
I. Install additional inch 21-A stone above 6"	\$ _____ /s.y.
J. Same as "A" except bid hand work	\$ _____ /s.y.
K. Same as "B" except bid hand work	\$ _____ /s.y.
L. Same as "C" except bid hand work	\$ _____ /s.y.
M. Same as "D" except bid hand work	\$ _____ /s.y.
N. Fine grade base stone	\$ _____ /s.y.
O. Furnish and apply S-5 asphalt paving	\$ _____ /ton
P. Furnish and apply 21-A stone	\$ _____ /c.y.
Q. Haul dirt or stone offsite	\$ _____ /ton
<b>2. <u>CLASS II REPAIR</u></b>	
A. Asphalt Sealant	\$ _____ /s.y.
B. Crack Sealant	\$ _____ /l.f. of crack 1/2" wide
C. Geotextile Fabric	\$ _____ /s.y.
<b>3. <u>CLASS III REPAIR</u></b>	
A. Sub-base Bituminous Surfacing, Compaction	\$ _____ /s.y.
<b>4. <u>TRAFFIC AND LANE MARKINGS</u></b>	\$ _____ /l.f.
<b>5. <u>PARKING SPACES</u></b>	\$ _____ /l.f.
<b>6. <u>COLOR COAT SYSTEM</u></b>	\$ _____ /s.y.
<b>7. <u>PLAYING LINES</u></b>	\$ _____ /l.f.
<b>8. <u>CONCRETE CURB AND GUTTER</u></b>	
A. Remove curb and gutter	\$ _____ /l.f.
B. Remove 6" stone base material	\$ _____ /l.f.
C. Remove additional inch stone base per inch above 6"	\$ _____ /l.f.
D. Install curb and gutter	\$ _____ /l.f.
E. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /l.f.
F. Install additional inch 21-A stone per inch above 6" at 95% compaction	\$ _____ /l.f.
G. Furnish and apply 21-A stone at 95% compaction	\$ _____ /c.y.
H. Install exposed aggregate handicap accessibility ramps	\$ _____ /s.y.
<b>7. <u>SIDEWALKS</u></b>	
A. Remove and Replace	\$ _____ /s.y.
B. New Sidewalks	\$ _____ /s.y.
<b>8. <u>PENETRATION SURFACE COURSE</u></b>	
A. Color	\$ _____ /s.y.

TOTAL, All Unit Prices on this Page \$ \_\_\_\_\_

21-22 JC 8/14/2022  
IFB# 52-17KS  
Asphalt Paving, Concrete and Associated Services

**RETURN THIS PAGE**

Superseded by Addendum 2

**BID FORM/PRICING SCHEDULE**

Continued

**PRICING FOR WORK SITES 201 – 500 SQUARE YARDS**

		<u>UNIT PRICES</u>
<b>9.</b>	<b><u>CLASS I REPAIR</u></b>	
A.	Remove two inches (2") asphalt paving	\$ _____ /s.y.
B.	Remove additional inch asphalt paving	\$ _____ /s.y.
C.	Remove six inches (6") stone base material	\$ _____ /s.y.
D.	Remove additional base per inch above 6"	\$ _____ /s.y.
E.	Install 2" S-5 asphalt paving	\$ _____ /s.y.
F.	Install one additional inch S-5 paving	\$ _____ /s.y.
G.	Install three inches (3") B-3 asphalt paving	\$ _____ /s.y.
H.	Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /s.y.
I.	Install additional inch 21-A stone above 6"	\$ _____ /s.y.
J.	Same as "A" except bid hand work	\$ _____ /s.y.
K.	Same as "B" except bid hand work	\$ _____ /s.y.
L.	Same as "C" except bid hand work	\$ _____ /s.y.
M.	Same as "D" except bid hand work	\$ _____ /s.y.
N.	Fine grade base stone	\$ _____ /s.y.
O.	Furnish and apply S-5 asphalt paving	\$ _____ /ton
P.	Furnish and apply 21-A stone	\$ _____ /c.y.
Q.	Haul dirt or stone offsite	\$ _____ /ton
<b>10.</b>	<b><u>CLASS II REPAIR</u></b>	
A.	Asphalt Sealant	\$ _____ /s.y.
B.	Crack Sealant	\$ _____ /l.f. of crack 1/2" wide
C.	Geotextile Fabric	\$ _____ /s.y.
<b>11.</b>	<b><u>CLASS III REPAIR</u></b>	
A.	Sub-base Bituminous Surfacing, Compaction	\$ _____ /s.y.
<b>12.</b>	<b><u>TRAFFIC AND LANE MARKINGS</u></b>	\$ _____ /l.f.
<b>13.</b>	<b><u>PARKING SPACES</u></b>	\$ _____ /l.f.
<b>14.</b>	<b><u>COLOR COAT SYSTEM</u></b>	\$ _____ /s.y.
<b>15.</b>	<b><u>PLAYING LINES</u></b>	\$ _____ /l.f.
<b>16.</b>	<b><u>CONCRETE CURB AND GUTTER</u></b>	
A.	Remove curb and gutter	\$ _____ /l.f.
B.	Remove 6" stone base material	\$ _____ /l.f.
C.	Remove additional inch stone base per inch above 6"	\$ _____ /l.f.
D.	Install curb and gutter	\$ _____ /l.f.
E.	Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /l.f.
G.	Install additional inch 21-A stone per inch above 6" at 95% compaction	\$ _____ /l.f.
G.	Furnish and apply 21-A stone at 95% compaction	\$ _____ /c.y.
H.	Install exposed aggregate handicap accessibility ramps	\$ _____ /s.y.
<b>17.</b>	<b><u>SIDEWALKS</u></b>	
A.	Remove and Replace	\$ _____ /s.y.
B.	New Sidewalks	\$ _____ /s.y.
<b>18.</b>	<b><u>PENETRATION SURFACE COURSE</u></b>	
A.	Color	\$ _____ /s.y.

TOTAL, All Unit Prices on this Page \$ \_\_\_\_\_

**RETURN THIS PAGE**

Superseded by Addendum 2

**BID FORM/PRICING SCHEDULE**

Continued

**PRICING FOR WORK SITES 501 SQUARE YARDS AND OVER**

	<b><u>UNIT PRICES</u></b>
<b>19. <u>CLASS I REPAIR</u></b>	
A. Remove two inches (2") asphalt paving	\$ _____ /s.y.
B. Remove additional inch asphalt paving	\$ _____ /s.y.
C. Remove six inches (6") stone base material	\$ _____ /s.y.
D. Remove additional base per inch above 6"	\$ _____ /s.y.
E. Install 2" S-5 asphalt paving	\$ _____ /s.y.
F. Install one additional inch S-5 paving	\$ _____ /s.y.
G. Install three inches (3") B-3 asphalt paving	\$ _____ /s.y.
H. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /s.y.
I. Install additional inch 21-A stone above 6"	\$ _____ /s.y.
J. Same as "A" except bid hand work	\$ _____ /s.y.
K. Same as "B" except bid hand work	\$ _____ /s.y.
L. Same as "C" except bid hand work	\$ _____ /s.y.
M. Same as "D" except bid hand work	\$ _____ /s.y.
N. Fine grade base stone	\$ _____ /s.y.
O. Furnish and apply S-5 asphalt paving	\$ _____ /ton
P. Furnish and apply 21-A stone	\$ _____ /c.y.
Q. Haul dirt or stone offsite	\$ _____ /ton
<b>20. <u>CLASS II REPAIR</u></b>	
A. Asphalt Sealant	\$ _____ /s.y.
B. Crack Sealant	\$ _____ /l.f. of crack 1/2" wide
C. Geotextile Fabric	\$ _____ /s.y.
<b>21. <u>CLASS III REPAIR</u></b>	
A. Sub-base Bituminous Surfacing, Compaction	\$ _____ /s.y.
<b>22. <u>TRAFFIC AND LANE MARKINGS</u></b>	\$ _____ /l.f.
<b>23. <u>PARKING SPACES</u></b>	\$ _____ /l.f.
<b>24. <u>COLOR COAT SYSTEM</u></b>	\$ _____ /s.y.
<b>25. <u>PLAYING LINES</u></b>	\$ _____ /l.f.
<b>26. <u>CONCRETE CURB AND GUTTER</u></b>	
A. Remove curb and gutter	\$ _____ /l.f.
B. Remove 6" stone base material	\$ _____ /l.f.
C. Remove additional inch stone base per inch above 6"	\$ _____ /l.f.
D. Install curb and gutter	\$ _____ /l.f.
E. Install 6" 21-A stone at 95% compaction (ASTM D-698)	\$ _____ /l.f.
H. Install additional inch 21-A stone per inch above 6" at 95% compaction	\$ _____ /l.f.
G. Furnish and apply 21-A stone at 95% compaction	\$ _____ /c.y.
H. Install exposed aggregate handicap accessibility ramps	\$ _____ /s.y.
<b>27. <u>SIDEWALKS</u></b>	
A. Remove and Replace	\$ _____ /s.y.
B. New Sidewalks	\$ _____ /s.y.
<b>28. <u>PENETRATION SURFACE COURSE</u></b>	
A. Color	\$ _____ /s.y.

**RETURN THIS PAGE**

**CONTACT INFORMATION/RESPONSE TIME**

**RESPONSE TIME:**

The Owner requires that all work, when desired, be scheduled and started no later than fifteen (15) working days from the date of notification by Owner Personnel. Bidders will indicate below if different than fifteen (15) working days.

15 Days after notification

**CONTACT PERSON(S):**

List a contact person's name and telephone number for normal Owner working hours, 7:30 a.m. – 4:00 p.m. Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal Owner's working hours (nights and/or weekends), list a contact person's name and telephone number, or have a voice mail paging system, cell phone voicemail or answering service. Bidders using a voice mail paging system, cell phone voicemail or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

Type of answering system used by your firm,  Answering Service

Cell Phone Voicemail

Email

Text Messages

**Normal Working Hours**

Name: Daniel Donovan

Phone: 540.222.1603

OR:

Name: Mark Donovan

Phone: 540.229.6069

**Emergency Calls:**

(outside normal Owner's working hours, nights and/or weekends)

Name: Daniel Donovan

Phone: \_\_\_\_\_

Cell Phone: 540.222.1603

OR:

Name: Mark Donovan

Phone: \_\_\_\_\_

Cell Phone: 540.229.6069

**RETURN THIS PAGE**

**CONTRACTOR DATA SHEET**

1. **QUALIFICATIONS OF BIDDER:** Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.

2. Bidder's Primary Contact:

Name: Daniel Donovan

Phone: ( 540 ) 222-1603

Fax: ( 540 ) 349-3383

3. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:

10 Year's 2 months.

4. **REFERENCES:** Indicate below a listing of at least three (3) current or recent accounts, either commercial or government that your company is servicing, has serviced, or has provided similar goods.

A. Company: WSA Point of Contact: Steven Brown  
Address: 7172 Kennedy Rd., Warrenton VA 20187  
Phone: 540-349-2092 Project: Contract # 15-S-99-0205 Title: Asphalt Paving Services  
Dates of Service: Yearly Contract Starting 2014 - 2021

B. Company: Bellevie Land Owners Council Point of Contact: Bruce Kelleher  
Address: P. O. Box 183, Warrenton VA 20188  
Phone: 540-228-8811 Project: Asphalt Patching/ Roadwork  
Dates of Service: Started 2014 - Current

C. Company: Spotsylvania County Point of Contact: John Smith  
Address: P.O. Box 116, Spotsylvania VA 22553  
Phone: 540-507-7305 Project: Spotsylvania County Paving  
Dates of Service: 2018 - Current

Check Applicable Box:

Corporation  Partnership  Individual  Joint Venture  Other  LLC

I certify the accuracy of this information.

Signed:  Title: Owner Date: 12/13/2021

**RETURN THIS PAGE**

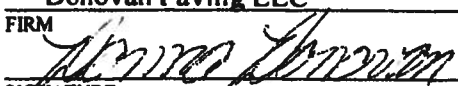
**DIVISION OF RISK MANAGEMENT  
INSURANCE CHECKLIST**

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 denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation and Employers' Liability;</b> 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. <b>Commercial General Liability</b> 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 \$50,000 per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> 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
—	8. Other Insurance:	
<u>X</u>	9. Fauquier County and/or Fauquier County School Board named as additional insured On Auto and General Liability Policies (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. 30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "Failure to mail such notice" clause shall be removed from the Cancellation notice.	
<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.

Donovan Paving LLC  
 \_\_\_\_\_  
 FIRM  
  
 \_\_\_\_\_  
 SIGNATURE

Revised 4/5/10 - mm

**RETURN THIS PAGE**

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 S4843746.

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.

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

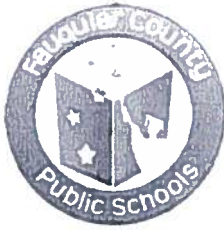
Donna Donovan  
Legal Name of Offeror/Bidder

12/13/2021  
Date

  
Authorized Signature

Donna Donovan, Owner  
Print or Type Name and Title

RETURN THIS PAGE



**Fauquier County Public Schools**

**And**

**Fauquier County**



**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.

Donovan Paving LLC  
Company Name

IFB# 21-22jc Asphalt Paving Concrete and Assoc. Services  
Solicitation # and Title

10173 James Vadison Hwy (P.O. Box 945)  
Company Address

540-349-2009  
Company Phone Number

Donna Donovan  
Print Name of Authorized Representative

Owner  
Authorized Representative Title

*Donna Donovan*  
Authorized Representative Signature

12/13/2021  
Date

**RETURN THIS FORM EITHER WITH BID/ PROPOSAL SUBMISSION OR  
TO CONTRACT ADMINISTRATOR PRIOR TO ANY WORK ON PROPERTY**

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS**  
**Asphalt Paving, Concrete and Associated Services**  
**Contract #32-17ks**  
**(Sample Contract Proposal Sheet)**

Date Prepared: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Contractor Fax #: \_\_\_\_\_ Contractor Phone #: \_\_\_\_\_  
Contractor Email: \_\_\_\_\_

Owner's Using Department: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Owner Contact Email: \_\_\_\_\_

Per the above referenced contract, the Contractor shall submit their Contract Proposal Sheet (CPS), based on the contract pricing, within three (3) days of receipt of this CPS for the following scope of services. Using Departments must include in their scope of service, location of services and as much detail regarding their requirements as possible, to assist the Contractor in their response. Per the contract, if the Contractor needs additional clarification, they shall contact the Using Department within twenty-four (24) hours after receipt of this CPS.

**PROJECT NAME:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested time for completion of this project: \_\_\_\_\_

Contractor Proposal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional page if needed)

Completion time, in days, after receipt of order: \_\_\_\_\_

Proposal submitted via fax or email by: \_\_\_\_\_

Print Name of Contractor

Signature of authorized person submitting proposal \_\_\_\_\_

Date Submitted to Using Department: \_\_\_\_\_

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

**Procurement Division**

Alice Jane Childs Office Bldg., 320 Hospital Drive, Suite 23 Warrenton, Virginia 20186  
Jeff Campbell, Senior Buyer

Phone: (540) 422-8350

Fax: (540) 422-8355

November 12, 2021

ADDENDUM NO. 1 TO ALL OFFERORS: *2 pages, including Addendum & Revised Bid Form*

IFB: 21-22jc

Title: Asphalt Paving and Associated Services, As Required

Dated: November 5, 2021

Bid Due date and time: December 13, 2019, @ 2:30pm

The following additions/revisions/clarifications are made to the original *Information for Bid (IFB)* referenced above.

**PLEASE SEE THE ATTACHED REVISED BID FORM. ANY BIDDER NOT SUBMITTING THEIR BID ON THE REVISED BID FORM, SHALL NOT BE CONSIDERED FOR AWARD.**

**REVISION:**

Please **remove** paragraphs 3.8 Concrete Curb and Gutter and any other reference to concrete projects. The Contractor shall not be required to provide concrete work under this contract.

The following language shall be **added** to this IFB.

At the Owners discretion, to avoid any delays in the completion in projects the Owner reserves the right to order services from any contractor awarded as a result of this solicitation simultaneously when multiple projects, subject to time constraints, result in periods of high volume workloads.

All other specifications, terms and conditions remain unchanged.

Note: An acknowledgement of this addendum must be noted on the Bid Form in the appropriate space.

***Jeffrey S. Campbell, Senior Buyer***

*Superseded by Addendum 2*

**BID FORM**

**BIDDERS MUST SUBMIT BIDS ON THIS REVISED BID FORM IN ORDER TO BE CONSIDERED FOR AWARD**

	BID FORM/PRICING SCHEDULE	2022-2023 Pricing		
		<200 SY	201-500SY	>500SY
<b>1</b>	<b>CLASS   REPAIR</b>	<b>Unit Price</b>		
A	Remove two inches (2") asphalt paving	\$	\$	\$
B	Remove additional inch asphalt paving	\$	\$	\$
C	Remove six inches (6") stone base material	\$	\$	\$
D	Remove additional base per inch above 6"	\$	\$	\$
E	Install 2" S-5 asphalt paving	\$	\$	\$
F	Install one additional inch S-5 paving	\$	\$	\$
G	Install three inches (3") B-3 asphalt paving	\$	\$	\$
H	Install 6: 22-A stone at 95% compaction (ASTM D-698)	\$	\$	\$
I	Install additional inch 21-A stone above 6"	\$	\$	\$
J	Same as "A" except bid hand work	\$	\$	\$
K	Same as "B" except bid hand work	\$	\$	\$
L	Same as "C" except bid hand work	\$	\$	\$
M	Same as "D" except bid hand work	\$	\$	\$
N	Fine grade base stone	\$	\$	\$
O	Furnish and apply S-5 asphalt paving	\$	\$	\$
P	Furnish and apply 21-A stone	\$	\$	\$
Q	Haul dirt or stone offsite	\$	\$	\$
<b>2</b>	<b>CLASS   REPAIR</b>			
A	Asphalt Sealant	\$	\$	\$
B	Crack Sealant	\$	\$	\$
C	Geotextile Fabric	\$	\$	\$
D	Asphalt Sealant with Sand	\$	\$	\$
<b>3</b>	<b>CLASS III Repair</b>			
A	Sub-base Bituminous Surfacing, Compaction	\$	\$	\$
<b>4</b>	<b>TRAFFIC AND LANE MARKINGS</b>	\$	\$	\$
<b>5</b>	<b>PARKING SPACES</b>	\$	\$	\$
<b>6</b>	<b>COLOR COAT SYSTEM</b>	\$	\$	\$
<b>7</b>	<b>PLAYING LINES</b>	\$	\$	\$
<b>8</b>	<b>PENETRATION SURFACE COURSE</b>	\$	\$	\$
A	Color	\$	\$	\$

Receipt of the following Addendum are acknowledged

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

BID FORM, IFB 21-22jc  
(REVISED)

Any bid received, Not on the REVISED BID FORM shall be considered non responsive and Shall not be considered for award.

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS**  
***Procurement Division***

Alice Jane Childs Office Bldg., 320 Hospital Drive, Suite 23 Warrenton, Virginia 20186

Phone: (540) 422-8350

Fax: (540) 422-8355

December 6, 2021

**ADDENDUM NO. 2 TO ALL OFFERORS: 2 pages, including Addendum & Revised Bid Form**

IFB: 21-22jc

Title: Asphalt Paving and Associated Services, As Required

Dated: November 5, 2021

Bid Due date and time: December 13, 2019, @ 2:30pm

The following additions/revisions/clarifications are made to the original *Information for Bid (IFB)* referenced above.

**PLEASE SEE THE ATTACHED REVISED BID FORM. ANY BIDDER NOT SUBMITTING THEIR BID ON THE REVISED BID FORM, SHALL NOT BE CONSIDERED FOR AWARD.**

**REVISION:**

Please note Item #1 O, P, Q, 2 B, 4, 5, & 7 have been changed from SY to reflect accurate measurement on Bid Form.

Please note that the Bid Due date and time on Addendum NO. 1 dated Nov 12, 2021 was posted as Dec 13, 2019@2:30pm. The correct Bid Due date and time is **Dec 13, 2021@2:30pm.**

All other specifications, terms and conditions remain unchanged.

Note: An acknowledgement of this addendum must be noted on the Bid Form in the appropriate space.

***Jeffrey S. Campbell, Senior Buyer***

Copy w/totals

BID FORM/PRICING SCHEDULE		2022-2023 Pricing		
Donovan Paving LLC		<200 SY	201-500SY	>500SY
<b>1</b>	<b>CLASS I REPAIR</b>	<b>Unit Price</b>		
A	Remove two inches (2") asphalt paving	\$ 7.15	\$ 5.30	\$ 4.76
B	Remove additional inch asphalt paving	\$ 2.38	\$ 1.77	\$ 1.59
C	Remove six inches (6") stone base material	\$ 2.83	\$ 2.83	\$ 2.35
D	Remove additional base per inch above 6"	\$ 0.57	\$ 0.47	\$ 0.47
E	Install 2" 5-5 asphalt paving	\$ 16.50	\$ 14.50	\$ 13.25
F	Install one additional inch S-5 paving	\$ 8.25	\$ 7.25	\$ 6.65
G	Install three inches (3") 8-3 asphalt paving	\$ 22.50	\$ 21.07	\$ 20.51
H	Install 6: 22-A stone at 95% compaction (ASTM D-698)	\$ 14.85	\$ 13.85	\$ 12.65
I	Install additional inch 21-A stone above 6"	\$ 2.48	\$ 2.31	\$ 2.11
J	Same as "A" except bid hand work	\$ 9.42	\$ 4.50	\$ 3.39
K	Same as "B" except bid hand work	\$ 2.55	\$ 2.12	\$ 1.65
L	Same as "C" except bid hand work	\$ 5.18	\$ 4.71	\$ 3.77
M	Same as "D" except bid hand work	\$ 0.95	\$ 0.95	\$ 0.95
N	Fine grade base stone	\$ 4.71	\$ 2.10	\$ 1.98
O	Furnish and apply S-5 asphalt paving per Ton	\$ 90.00	\$ 85.00	\$ 80.00
P	Furnish and apply 21-A stone per Cubic Yard	\$ 60.00	\$ 57.00	\$ 50.00
Q	Haul dirt or stone offsite per Ton	\$ 16.25	\$ 16.25	\$ 16.25
<b>2</b>	<b>CLASS I REPAIR</b>			
A	Asphalt Sealant	\$ 3.77	\$ 3.06	\$ 1.88
B	Crack Sealant per Lineal Foot	\$ 3.25	\$ 2.50	\$ 2.20
C	Geotextile Fabric	\$ 4.71	\$ 4.23	\$ 4.71
D	Asphalt Sealant with Sand	\$ 3.50	\$ 3.00	\$ 2.10
<b>3</b>	<b>CLASS III Repair</b>			
A	Sub-base Bituminous Surfacing, Compaction	\$ 17.90	\$ 16.95	\$ 16.95
<b>4</b>	<b>TRAFFIC AND LANE MARKINGS per Lineal Foot</b>	\$ 0.75	\$ 0.75	\$ 0.75
<b>5</b>	<b>PARKING SPACES per Lineal Foot</b>	\$ 0.48	\$ 0.48	\$ 0.48
<b>6</b>	<b>COLOR COAT SYSTEM</b>	\$ 9.88	\$ 9.88	\$ 9.88
<b>7</b>	<b>PLAYING LINES per Lineal Foot</b>	\$ 0.80	\$ 0.80	\$ 0.80
<b>8</b>	<b>PENETRATION SURFACE COURSE</b>	\$ 8.00	\$ 8.00	\$ 4.71
A	Color	\$ 10.36	\$ 10.36	\$ 10.36
	<b>Totals</b>	\$ 329.97	\$ 301.99	\$ 276.35