



FAUQUIER COUNTY GOVERNMENT
a Political subdivision of the Commonwealth of Virginia
Contract # RFP 25-065-CS

This Agreement is made and entered into this 21st day of November 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **ECS Mid-Atlantic, LLC**, having its principal place of business at **915 Maple Grove Rd., Fredericksburg, VA 22407**, hereinafter referred to as "Firm".

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

SCOPE OF SERVICES: The Contractor shall provide On Call Professional Services for Geotechnical Engineering as set forth in the Contract documents.



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

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

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

- (1) This signed form inclusive of pricing or Fee schedule, Best and Final Offer as negotiated. Fauquier County Insurance Checklist, and signed No Crimes Against Children Certificate;
- (2) RFP 25-065-CS, dated 1/15/2025, addendum 001, addendum 002 and any attachments; and
- (3) Firm's proposal dated 2/15/2025, including all required forms and attachments, of which are incorporated herein;

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

	ECS Mid-Atlantic, LLC		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Branch Manager, VP	Title:	Director of Procurement
Date:	11/19/2025	Date:	11/21/2025



FAUQUIER COUNTY PUBLIC SCHOOLS
a Political subdivision of the Commonwealth of Virginia
Contract # RFP 25-065-CS

This Agreement is made and entered into this 21st day of November 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **ECS Mid-Atlantic, LLC**, having its principal place of business at **915 Maple Grove Rd., Fredericksburg, VA 22407**, hereinafter referred to as "Firm".

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

SCOPE OF SERVICES: The Contractor shall provide On Call Professional Services for Geotechnical Engineering as set forth in the Contract documents.



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- (2) RFP 25-065-CS, dated 1/15/2025, addendum 001, addendum 002 and any attachments; and
- (3) Firm's proposal dated 2/15/2025, all of which are incorporated herein;

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

	ECS Mid-Atlantic, LLC		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Branch Manager, VP	Title:	Director of Procurement
Date:	11/19/2025	Date:	11/21/2025



ECS MID-ATLANTIC, LLC

GEOTECHNICAL ENGINEERING SERVICES

Principal Professional Engineer, per hour.....	\$ 220.00
Professional Engineer, per hour.....	\$ 220.00
Professional Geologist (P.G), per hour	\$ 185.00
Staff Engineer, per hour	\$ 120.00
Staff Geologist, per hour.....	\$ 120.00
CMT Project Manager, per hour.....	\$ 120.00
CADD Operator, per hour.....	\$ 75.00
Field Technician (Soil, Concrete, Masonry), per hour	\$ 60.00
Structural Steel (Visual Inspection), per hour	\$ 115.00
Clerical	\$ 70.00
Per Diem	State Allowance
Mileage, per mile	IRS RATE
Miscellaneous Expenses	Cost
Sub-Contracted Services (SCS)	Cost

DRILLING

Mobilization, lump sum (minimum charge of \$925)	Cost
Minimum One-Day Drilling Fee, per day.....	\$ 2,500.00
Standard Penetration Test Borings (ASTM D 1586)	
-N < 60 BPF and depth < 40 Feet, per foot.....	\$ 18.00
-N > 60 BPF or depth > 40 Feet, per foot.....	\$ 20.00
Hard Drilling surcharge N>50 bpf, per foot.....	\$ 5.50
Auger Probes (ASTM D 1452), per foot.....	\$ 15.50
Shelby tube (ASTM D 1587), sampling/each attempt	\$ 180.00
Rock Coring (ASTM D 2113), per foot	\$ 65.00
- Per set up, each	\$ 205.00
Water hauling for rock coring	
- Per hour – drill crew	\$ 225.00
- Per hour – extra man	\$ 75.00
Drill Crew Standby Time, per hour	\$ 300.00
Monitoring Well (2-inch), per foot	\$ 25.00
Borehole Grouting, per foot.....	\$ 16.00
Miscellaneous Drilling Supplies	Cost
(typically includes pick-up, loading and delivery)	
Mobilization for Mulching (minimum charge for \$600).....	Cost
Mulching (day)	\$ 3000.00
Private Utility Locator (day)	\$ 600.00
Drill Crew Hand Clearing Access, per hour	\$ 300.00
Bulk Samples of Auger Cuttings, per sample	\$ 80.00





ECS MID-ATLANTIC, LLC

LABORATORY TESTING

Moisture Content (ASTM D 2216), each	\$ 12.00
Soil Classification (Atterberg Limits & Wash #200), each.....	\$ 150.00
(ASTM D 4318 & ASTM D 1140)	
Atterberg Limits (ASTM D 4318), each	\$ 75.00
Wash #200 (ASTM D 1140), each	\$ 75.00
Particle Size Analysis/Soils (ASTM D 422)	
- Sieve Analysis, each	\$ 150.00
- Hydrometer Analysis, each.....	\$ 150.00
Specific Gravity (ASTM D 854), each	\$ 65.00
Standard Proctor (ASTM D 698), each	\$ 175.00
Modified Proctor (ASTM D 1557), each	\$ 190.00
One – Point Proctor, each	\$ 75.00
CBR Test with Standard Proctor (ASTM D 1883), each.....	\$ 375.00
One – Dimensional Consolidation (ASTM D 2485)	
- 7 increments (including rebound), each.....	\$ 500.00
- Additional load increments, each	\$ 100.00
Hydraulic Conductivity, Flexible Wall Permeameter (ASTM D 5084), each	\$ 500.00
Permeability, Constant Head, each.....	\$ 350.00
- Falling Head (ASTM D 5084), each.....	\$ 300.00
Unconfined Compressive Strength (ASTM D 2166 – Soil), each.....	\$ 110.00
CU Triaxial (ASTM D 4767)	
- With Remolded Samples (3 points), each	\$ 1380.00
- With Shelby Tube Extraction (3 points), each	\$ 1450.00
UU Triaxial (ASTM D 2850)	
- With Remolded Samples (3 points), each	\$ 600.00
- With Shelby Tube Extractions, each.....	\$ 640.00
Direct Shear (ASTM D 3080)	
- With Remolded Samples (3 points), each	\$ 500.00
- With Shelby Tube Extraction, each.....	\$ 550.00
Shelby Tube Handling, each	\$ 85.00
(extrusion of sample, unit weight and moisture content)	
Compressive Strength Testing Concrete Cylinders, each.....	\$ 18.00
Compressive Strength Mortar Cubes, each.....	\$ 20.00
Compressive Strength Grout Prisms, each.....	\$ 25.00
Visual Classifications, sample	\$ 12.00
Specialty Laboratory Testing	Cost

MISCELLANEOUS

Nuclear Gauge, a day.....	\$ 40.00
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The above rates represent typical geotechnical services which may be required. Project specific conditions may require testing and exploration tests or methods beyond those listed herein. If required, such services will be quoted on an as needed basis.

Note: Overtime Standard Rate is 1.50 for services performed on Saturday, Sunday, holidays, before 7:00 AM or after 5:00 PM or exceeding 8 hours per day Monday thru Friday. There will be NO MINIMUM CHARGE for field related services for work completed Monday through Friday. Minimum charge for Saturday work is 4 hour increments and 8 hours increments for Sunday work. Field labor rates are charged portal to portal from the ECS office location to the project. Scheduling should occur prior to 3:00pm on the day before services are required. Note: The above charges will be made for tests and equipment operated by ECS personnel in addition to personnel charges already listed. Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation and review of reports, and in portal to portal travel to the job site.





DEPARTMENT OF FINANCE

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



Telephone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

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

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

OFFEROR STATEMENT

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

ECS Mid-Atlantic, LLC

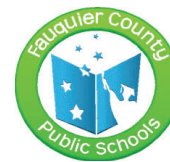
FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR



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



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

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

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

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

ECS Mid-Atlantic, LLC

Company Name

915 Maple Grove Drive, Suite 100, Fredericksburg, VA 22407

Company Address

William Gaspar, PE, FACI, LEED AP

Print Name of Authorized Representative



Authorized Representative Signature

25-065-C-S

On-Call Professional Services for Geotechnical Engineering

Contract # and Title

540.785.6100

Company Phone Number

Vice President/Branch Manager

Authorized Representative Title

2/4/25

Date



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



Telephone (540) 422-8352

Fax (540) 422-8355

IFB/RFP Number:	RFP 25-065-CS
Title:	On Call Professional Services for Geotechnical Engineering
Date Issued:	January 15, 2025
Pre-Bid/Proposal	n/a
Deadline For Questions:	January 23, 2025 5:00 p.m.
Bid/Proposal Due Date:	February 4, 2025 2:00pm

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

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

I. Company Identification

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

II. Company Classification

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

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

IV. Check all that apply:

Small		Minority Owned	
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

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

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

Authorized Signature:		Date:	
Printed Name:		Title:	

Submission Checklist – The following documents and forms are required as part of your submission:

This Solicitation Response Form	✓	SCC ID Form	✓
Proposed Work Schedule		Copy of Virginia Contractor's License	✓
Insurance Checklist Form	✓	Copies of Fauquier County Business License	✓
Contractor Data Sheet with References		Town of Warrenton Business License	
Other: Proprietary Information	✓	Other: Exceptions	✓

1.0 PURPOSE:

The purpose of this Request for Proposal (RFP) is to obtain multiple contracts through competitive negotiations for the services of qualified professional engineering Firm(s) to provide services for a broad range of projects relative to Geotechnical Engineering on an as required basis. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued by the Fauquier County Government Procurement Division on behalf of the Board of Supervisors of Fauquier County and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to collectively for convenience as "Owner"

- 1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Firm".
- 1.2 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Firms will be required to sign a contract with the Owner, herein referred to as "Agreement" or "Contract"

2.0 BACKGROUND:

The Owner frequently requires professional Architectural/Engineering ("A/E") Services for investigations, studies, reports, cost estimates, designs, bid documents, and construction administration. The objective of the RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. Any resulting contract shall be non-exclusive and no specific amount of work is guaranteed as a result of this RFP.

3.0 OWNER'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur. The Owner also reserves the right, at its sole discretion, to issue purchase orders to any other Open-End Firms based on its evaluation of each Firm's qualifications, expertise capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.

4.0 SCOPE OF SERVICES:

- 4.1 The scope of services for projects assigned under any contract resulting from this RFP will vary according to department/division requirements. Each project shall be negotiated separately. All Owner school and county departments will have the opportunity to utilize the resulting contracts as needs arise. The successful Firm(s) will be required to use terms and conditions and bidding instructions designated and/or prepared by the Owner for any documents prepared for purposes of bidding projects, if applicable. The potential tasks identified in this RFP are for information to the Offeror and for proposal evaluation purposes only. Tasks shall not be construed to represent any amount which the Owner shall be obligated to purchase under the contract or relieve the Firm of their obligation to fill all orders placed by the Owner.

Projects awarded as a result of this RFP will vary and may consist of projects up to \$1.5 million in value. No proposal will be considered which stipulates that the Owner guarantee to order a specific quantity of any service.

Geotechnical Engineering: Geotechnical Engineering, as an independent contract(s) from Architectural Services, may consist of, but not be limited to, the following:

- Studies, reports and investigations of existing and proposed sites for suitability of soils and adequate bearing capacity for footings common to school and/or government buildings.
- Investigations of structural failures believed to be caused by sub-surface conditions.
- Advising the Owner on proposed pavement design and rehabilitation, correction of drainage and site problems related to soil conditions.
- Perform concrete and masonry testing and inspection services.
- Studies and audits for compliance with federal, state and local regulations.
- Additional services within this discipline as required/requested by the Owner.

4.2 Additional Requirements and Responsibilities:

- 4.2.1 The successful Firm(s) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Firm or any employee, agent, or subcontractor of the Firm under this Agreement. The Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.
- 4.2.2 Approval by the Owner of drawings, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve Firm of their responsibility for the technical accuracy and adequacy of the work.
- 4.2.3 The Firm shall be and remain liable in accordance with applicable law for all damages to the Owner caused by the Firm or any employee, agent or subcontractor of the Firm, violation of any law, bylaw, ordinance, regulation or decree; the negligent performance of any of the services furnished or by error or omission act on the part of the Firm, its employees, agent or subcontractor, causing personal injury, damages or violation of rights under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the Owner or Owner furnished data.
- 4.2.4 The Firm shall not be responsible for any time delays in the project caused by circumstances not reasonably foreseeable which are beyond the Firm's control. The Firm shall give the Owner prompt written notice whenever the Firm becomes aware of any development that affects the timing of the Firm's services.
- 4.2.5 The services to be performed by the Firm under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Firm toward any person or persons not a party to this Agreement including, but not limited to, any Firm, subcontractor, supplier, or the agents, officers, employees, insurers or sureties

of any of them.

5.0 OWNER'S RESPONSIBILITIES:

- 5.1 The Owner will assist the Firm by placing at its disposal all available information, upon written request of the Firm, pertinent to the Project Order including previous reports and any other data relative to the Project.
- 5.2 The Owner will furnish to the Firm, as required for performance of Firm's Project Orders, all as-built data on the project elements upon written request of the Firm.
- 5.3 Upon written request of the Firm, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Firm, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.
- 5.4 The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

- 6.1 General Requirements: In order to be considered for selection, Offerors must submit a complete response to the RFP in accordance with requirements in Section 4.0. The Offeror shall make no other distribution of the proposal.
 - 6.1.1 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - 6.1.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - 6.1.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators

are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Scope of Services described.

- 6.1.4 Unless submitted through the online platform, each copy of the paper proposal submitted should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- 6.1.5 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided. *Note: the Owner will not honor proposal submissions with a footer declaring the entire proposal as Proprietary and Confidential; use the form to specifically request permissions for areas legally justified as proprietary.*
- 6.1.6 State Corporation Commission (SCC) registration information is required. Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements noted in the General Conditions and Instructions to Bidders/Offerors. Use the form provided to provide Offeror's 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. Failure to include this form with the proposal submission may result in rejection of the proposal.

6.2 Submission of Proposals:

- 6.2.1 Proposals may be received electronically through Fauquier County's online Procurement Portal at: <https://fauquiercounty.bonfirehub.com> or as a paper copy submission via mail, hand, or express delivery to the Fauquier County Procurement Office, 320 Hospital Drive, Suite 23, Warrenton, Virginia 20186 on or before the Submittal Deadline. Fauquier County will not accept Proposals submitted by telephone, facsimile ("FAX") transmission, or electronic mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fauquiercounty.bonfirehub.com>, which will be required when submitting a proposal via the online portal.
- 6.2.2 Documents may be uploaded at any time during the open period. The official time used for receipt of Proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com. This applies to paper submissions as well. Paper submissions will be stamped when received with the date and time indicated within the Bonfire portal at that time.

- 6.2.3 Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 6.2.4 If submitting a hard copy proposal, Offeror shall provide one (1) original and one (1) copy along with a USB flash drive with the proposal in electronic format. Procurement staff will upload any hard copy proposals into the Bonfire platform for ease of review by our Evaluation Committee.
- 6.2.5 Hard copy proposals shall be submitted inside a sealed envelope with the **RFP Title and Number clearly indicated** on the front of the sealed envelope. If a proposal is not contained in an envelope and labeled as indicated, Offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. If the proposal is being forwarded by mail or another service, the marking information shall be duplicated on the outside of the mailing envelope as well as the interior sealed envelope containing the proposal.
- 6.2.6 **Offerors are cautioned to not submit both electronic and hard copy proposals.** If both types are received, Procurement shall accept the first Proposal received and the second shall be deemed nonresponsive and will not be considered for award.
- 6.2.7 By submitting a proposal (either electronic or hard copy), the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

6.3 Specific Proposal Requirements:

- 6.3.1 Solicitation Response Form and the return of this completed RFP (inclusive of all required forms) and any addenda, signed and filled out as required.
- 6.3.2 Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.
- 6.3.3 Describe Offeror's previous background and experience relative to A/E projects within the Geotechnical Engineering discipline. Provide letters of reference from at least three former or current government and/or school clients (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons). It is preferred that Offerors provide references that do not include Fauquier County and/or Fauquier County School Board.
- 6.3.4 The Offeror shall provide a written narrative describing the approach/methodology for providing services noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Scope of Services. It must be clear from the Offeror's response to each

requirement they have the personnel, knowledge and capability to satisfy the stated discipline.

- 6.3.5 Individual resumes describing the representative or representatives on behalf of the Offeror. Resume describing the qualifications, education and experience of personnel to be assigned, including any specialized certifications such as LEED Accreditation. Identify persons authorized to represent the Offeror.
- 6.3.6 No Initial Fee/Cost Proposal: Offerors are reminded that this is a Professional Services A/E proposal process; do NOT include any fee or cost information for the Firm, with the initial proposal response. The Owner will request non-binding fees in the form of the Firm's hourly rate schedule, only after ranking the firms, further into the evaluation process.
- 6.3.7 Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (4), Offerors will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of any and all exceptions to the RFP. Offerors are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

Note to Offerors: Due to the anticipated volume of responses to this RFP, Offerors are strongly encouraged to provide as concise a proposal as possible which addressing all requirements.

7.0 EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION:

- 7.1 Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.
 - 7.1.1 Qualification of the Offeror to perform the proposed services within the Geotechnical Engineering discipline, based on resumes provided, experience of subcontractors, and references provided. (50 points)
 - 7.1.2 Offeror's written narrative/approach to fulfilling services. (35 points)
 - 7.1.3 Overall completeness of proposal (15 points)
- 7.2 Award of Contract: The Owner shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible, if the Owner chooses to conduct them. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts. Traditionally, Owner evaluation committees have not chosen to do interviews for this type of Open-End, As- Required A/E contract, however.

Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of

evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

The Owner will request non-binding fees from the top ranked Offeror at this stage. The Owner will, also, request any and all exceptions to the RFP. Full disclosure of all exceptions shall be provided before negotiations commence. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror.

Traditionally, contract prices for this type of Open-End As-Required contract consist of hourly rates and any other travel or expense rates. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. It is the Owner's intention, however, that multiple contracts will be awarded for this proposal.

Contract award for services specified in this RFP are non-exclusive and do not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest.

7.3 Ownership of Documents: Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Firm in the performance of its obligations under the contract shall be the exclusive property of the Owner, and all such materials shall be returned to the Owner upon completion, termination, or cancellation of this contract. The Firm shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Firm's obligations under the resulting contract without the prior written consent of the Owner. However, the Firm may retain file copies which cannot be used without prior written consent of the Owner. The Owner agrees that the Firm shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Firm is not the firm of record.

7.4 Term of Contract: The contract term shall be for a period of one (1) year from date of award. At the Owner's option, the contract may be renewed for three (3) additional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. The Contract Fee Schedule may be adjusted at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. The adjustment to the fee schedule shall not exceed the percentage increase for the previous twelve (12) months

in the Consumer Price Index, U.S. Cities average, Other Services, as adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the Owner reserves the right to select another appropriate index.

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

8.0 PROCEDURES FOR ORDERING SERVICES:

8.1 Types of Project Orders:

8.1.1 Lump Sum Fee Project Orders: Lump sum fees shall be negotiated individually based on the negotiated contract rates, for each project and issued as a separate Purchase Order. See details required with Lump Sum Fee Project Orders in 8.2, below.

8.1.2 Hourly Rate Project Orders: When the scope of services involves work of such nature that the Firm cannot reasonable estimate the time which would be required to provide the services, the Firm may agree to an Hourly Rate based on the actual hours worked multiplied by the contract hourly rates and other approved expenses. A maximum Project Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Project Orders. When an Hourly Rate Project Order is used, the Firm shall submit detailed time records, documentation for other expenses, and such other evidence as the Owner may require supporting their billing request.

8.2 The Owner or authorized representative will request a lump sum fee or hourly rate proposal for each project. At its own expense, the Firm shall visit the site, or review the plans/specifications as applicable, and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Firm's contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. If the lump sum fee is requested, Firms shall provide with the lump sum fee, an itemized list indicating how the lump sum fee was derived, including but not limited to number of hours estimated per personnel classification and allowable additional costs, per the contract rates. The Owner reserves the right to withhold notice to proceed, or the release of the Purchase Order, until an acceptable proposal breakdown is provided. Such breakdown will enable the department/buyer to check if lump sum is using the contract pricing as is required; additionally, a department can request a breakdown of the lump sum to assist them in determining the values of work provided during the course of the task. The Firm shall always reference the awarded contract number in every proposal and shall not include their "standard" terms as part of any contract proposal. The awarded terms and conditions this contract prevail.

- 8.3 Each Project Order will be reviewed and approved in writing by the Owner prior to Firm initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work on that Project Order. The Firm shall be responsible for conveying the interpretation and/or clarification of any Project Order to its employees, agents or subcontractors or sub-Firms, Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonable implied for proper completion of the Project Order. If the Owner requires the Firm's attendance at multiple meetings on site, the Owner will convey this with their project order.
- 8.4 Following successful negotiations, the Owner will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Procurement Division. Once the Procurement Division has processed (and assigned a number to the purchase order) the Owner may authorize the Firm to proceed with the work.
- 8.5 The Firm 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 representative. The firm assumes all risk and financial liability for any services rendered without such proper authorization.
- 8.6 Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.
- 8.7 The Firm's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- 8.8 Purchase Order Restriction: No individual purchase order fee shall exceed \$1,500,000 and the aggregate of total of fees for all purchase orders issued shall not exceed \$6,000,000.00 annually.
- 8.9 The Owner reserves the right to implement a process for distribution of projects among multiple awarded Firms. The Owner will communicate this process to all awarded firms, in writing, at the time of implementation.

9.0 SPECIAL TERMS AND CONDITIONS:

- 9.1 Contingent Fee Warranty: The Firm warrants that it has not employed or retained any person or persons not generally associated with Firm for the purpose of soliciting or securing this agreement. The Firm further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.
- 9.2 Authority to Bind Firm in Contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the

proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.

9.3 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

9.4 Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. Firm shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.



DEPARTMENT OF FINANCE

Procurement Division

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

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

☐ Proposal/Bid contains Proprietary Information as listed in the table below

☐ Proposal/Bid contains NO Proprietary Information

Authorized Signature

Print or Type Name and Title

Section Title	Page Number	Reason(s) for Withholding from Disclosure

Confidentiality References Protection in Accordance with the Code of Virginia, §2.2-4342F

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. §2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, §2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. §2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE



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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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



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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

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

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

OFFEROR STATEMENT

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

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE



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CERTIFICATION OF NO CRIMES AGAINST CHILDREN

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

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

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

Company Name

Contract # and Title

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

RETURN THIS PAGE

GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL A/E SERVICE CONTRACTS

Revised 8/30/2012

Firm: 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. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the 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, proposals on all solicitations issued by the Procurement Division will bind 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 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 proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for 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 five (5) business days of the date set for receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.
5. **LATE PROPOSALS & MODIFICATION OF 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 stamp within the Bonfire Portal.
- 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 or other unforeseen emergency 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:

- d. 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.
- e. 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/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree 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/offeree 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. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed 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

RFP NUMBER

TITLE

PROPOSAL DUE DATE AND TIME

FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. 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.

8. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all formal 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 proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **OFFEROR'S PRESENT:** 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.
10. **RESPONSE TO SOLICITATIONS:** In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal. 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.
11. **DEBARMENT STATUS:** By submitting their proposals, Offerors 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.
12. **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/Offerors 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.

13. **NO CONTACT POLICY:** No Offeror 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 proposals. Any contact initiated by an Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
14. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES

15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.
16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as “Prime Design Professional” to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner’s requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.
17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/E’s project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E’s construction period duties have been so modified, through the Owner’s designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. **“DESIGN NOT TO EXCEED” COST AS RELATED TO A/E CONTRACT:** The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and “Design not to exceed” construction budget. The A/E’s contract requires that if the low bid exceeds the “Design-not-to-exceed” cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the “Design-not-to-exceed” cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors or School Board as appropriate.

20. **CODE AND REGULATORY COMPLIANCE:** The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. **DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this insurance in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall

be the property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:

- The name of the Owner,
- The Title of the Standard Structure for which the design was developed
- The name of the A/E, and
- The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location
- The Project number (IFB number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and

- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

“Working Drawing Sets” submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

“Final Documents” are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

“Addendum” to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.

25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E’s Contract.
26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeree for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

AWARD

27. **AWARD OR REJECTION OF BIDS:** 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 reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the proposal if an Offeror is deemed to be a non-responsible Offeror.

28. **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 2nd Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at www.fauquiercounty.gov/government/departments/procurement.
29. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the 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 Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

CONTRACT PROVISIONS

30. **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 Firm shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
32. **ANTI-TRUST:** By entering into a contract, the Firm 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.
33. **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 Firm 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. Any payment made by the Firm to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
34. **PAYMENT TO SUBCONTRACTORS:** A Firm awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the Firm'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 Firm's intention to withhold payment and the reason.
- The Firm 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 Firm 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 Firm's obligation to pay an interest charge to a subcontractor may not by construed to be an obligation of the Owner.
35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Firm in whole or in part without the written consent of the Purchasing Agent.

36. **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 Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
37. **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 Virginians 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 Firm agrees as follows:

1. The Firm 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm 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 Firm 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.

38. **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.

39. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the purchase order/contract. All invoices shall show the RFP number and/or purchase order number.

40. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- A. The parties may agree to a written modification of 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 Firm. 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 Firm shall comply with the notice upon receipt. The Firm 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 Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or

3. By ordering the Firm 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 Firm 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 Firm 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 Firm 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.

41. **INDEMNIFICATION:** Firm 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 Firm or his or her employees, or that of the sub Firm or his or her employees, if any; and the Firm 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 Firm shall, at his or her own expenses, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

42. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm'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 Firm that the Firm 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 Firm 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.

43. **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 Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

A. Termination for Convenience: The Owner may terminate the Contract in whole or in part for convenience by delivering to A/E a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the A/E must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the A/E shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the A/E shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The A/E will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the A/E has or will receive compensation.

- B. Termination for Cause: If the A/E should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the A/E a stated period of time within which to remedy its breach of contract. If the A/E shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the A/E shall be responsible for all damages incurred by the Owner as a result of the A/E's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement A/E to fulfill the obligations of the Contract. 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 Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
- D. Delivery of Materials: Any termination shall not relieve the A/E of the obligation to deliver to the Owner all products of the services for which the A/E has been or will be compensated, including, but not limited to; the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the A/E shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.
- E. Compensation Due the A/E: When the A/E is terminated for convenience, the following method shall be utilized in computing amounts due the A/E for services prior to termination:
- If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
 - If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
 - If terminated during the construction phase, the total amount earned shall be the sum of the previously completed design phase and bidding phase fees plus a negotiated amount based on the portion of the construction period services provided through the notice of termination.
 - Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
 - Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

The A/E shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

44. **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 Firm 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 Firm

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.
45. **AUDIT:** The A/E, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.
46. **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.
47. **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.

OFFEROR/FIRM REMEDIES

48. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror 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 Offeror is not a responsible Offeror. 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 offeror 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.
49. **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 Public 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 Firm'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 Firm 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 Firm 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 Firm 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 Firm 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.

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

ADDENDUM

ISSUE DATE: January 29, 2025
RFP: 25-065-C-S
TITLE: On-Call Professional Services for Geotechnical Engineering
ADDENDUM NO: 001
ISSUED BY: Fauquier County Government and Public Schools

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

- ☒ Is not extended;
☐ Is extended to:

DESCRIPTION OF ADDENDUM:

1. Questions and Answers

Questions and Answers

Q: The 5th bullet under Section 4.1 states "Studies and audits for compliance with federal, state and local regulations". Can you please clarify the "audits" that may be required as part of this scope of work?

A: This section, audits is referring that the awarded firm will assist in geotechnical audits in compliance with federal, state and local regulations. In this context, "audits" are general inspections or analyses that may be required to confirm soil and rock properties, slope stability, identification of hazards, drainage requirements, construction techniques or structure design comply with all relevant federal, state and local regulations.

Q: Under section 4.2.1, it states that the successful firm is responsible for "coordination of all planning, design, drawings....". The Geotechnical Engineering services noted in section 4.1 do not typically include design services. These services include recommendations to the design team. Can you please clarify if design services will be required of the selected Firm?

A: Firms are not responsible for designs under this RFP, however, the application of studies and audits (as clarified in the previous question) would apply to reviews of designs and drawings as requested by County or School personnel via task order.

Q: Section 6.1.6 states that the Virginia State Corporation Commission (SCC) registration is required, however, there is no mention of the Fauquier County Business License that is noted on the Submission Checklist on page 1 of the RFP. Can a firm, licensed in Virginia, submit on this RFP while completing the application process for a Fauquier County Business License?

A: Yes, we can accept a firm that provides proof of application for the business license to the County.

Q: Section 6.3.3. states "Provide letters of reference from at least three former or current government and/or school clients (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons). Does the County expect signed letters from individual client references or just a list of references?

A: The following will be acceptable; Provide a list of at least three (3) clients (from local government and/or public school systems) in the last five (5) years to whom you have provided similar on call services. Please provide the name of the client and a current point of contact.”

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

Fauquier County Government and Public Schools:

By: <i>Scott Bargas</i>	Title: Procurement Officer III
Printed Name: Scott Bargas	Date: 1/29/2025

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

ADDENDUM

ISSUE DATE: February 4, 2025
IFB: 25-065-CS
TITLE: On Call Professional Services for Geotechnical Engineering
ADDENDUM NO: 002
ISSUED BY: Fauquier County Government and Public Schools

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

Is not extended;

X Is extended to: **2/13/25**

DESCRIPTION OF ADDENDUM:

1. The requirement to provide a Fauquier County Business License with any proposal under this solicitation is removed from all relevant sections, paragraphs or lists contained within the RFP document and any subsequent addenda. It will not be a condition of responsiveness to the RFP. Please note that Procurement is working on clarification with our Commissioner of Revenue's office and reserves the right to request successful Offerors obtain a business license if required. After award, Procurement will allow firms thirty (30) days to obtain a license if it is ultimately required.
2. Firms may provide past experience or references that include public or private schools and be considered responsive to this RFP.
3. The due date is hereby extended as indicated above in this addendum.

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

Fauquier County Government and Public Schools:

By: <i>Scott Bargas</i>	Title: Procurement Officer III
Printed Name: Scott Bargas	Date: 2/4/2025



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



Telephone (540) 422-8352

Fax (540) 422-8355

IFB/RFP Number:	RFP 25-065-CS
Title:	On Call Professional Services for Geotechnical Engineering
Date Issued:	January 15, 2025
Pre-Bid/Proposal	n/a
Deadline For Questions:	January 23, 2025 5:00 p.m.
Bid/Proposal Due Date:	February 4, 2025 2:00pm

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

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

I. Company Identification

Name:	ECS Mid-Atlantic, LLC	Contact Name:	William Gaspar, PE, FACI, LEED AP
Mailing Address:	915 Maple Grove Road, Fredericksburg, VA 22407	Title:	Vice President/Branch Manager
Remit Address:	915 Maple Grove Road, Fredericksburg, VA 22407	Phone:	540.785.6100
FEIN #:	20-1067637	Fax:	
VA SCC ID#*:	S-120821-6	Email:	wgaspar@ecslimited.com

II. Company Classification

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

III. Check one:

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

IV. Check all that apply:

Small		Minority Owned	
Women Owned		Service-Disabled Veteran Owned	

V. Addenda Receipt Confirmation:

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

VI. Signature and Agreement

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

Authorized Signature:		Date:	2/12/25
Printed Name:	William Gaspar, PE, FACI, LEED AP	Title:	Vice President/Branch Manager

Submission Checklist – The following documents and forms are required as part of your submission:

This Solicitation Response Form	✓	SCC ID Form	✓
Proposed Work Schedule		Copy of Virginia Contractor's License	✓
Insurance Checklist Form	✓	Copies of Fauquier County Business License	✓
Contractor Data Sheet with References		Town of Warrenton Business License	
Other: Proprietary Information	✓	Other: Exceptions	✓

ECS MID-ATLANTIC, LLC: FREDERICKSBURG, VA



GEOTECHNICAL



CONSTRUCTION MATERIALS



ENVIRONMENTAL



FACILITIES

FAUQUIER COUNTY

Request for Proposal:
On Call Professional Services for
Geotechnical Engineering

RFP Number: 25-065-C-S

February 13, 2025, 2:00 PM

📍 **ECS MID-ATLANTIC, LLC**
915 Maple Grove Drive, Suite 100
Fredericksburg, VA 22407

ECS POC: WILLIAM GASPAR, PE, FACI, LEED AP
📞 540.785.6100 ✉️ wgaspar@ecslimited.com

🌐 ecslimited.com



FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

ADDENDUM

ISSUE DATE: January 29, 2025
RFP: 25-065-C-S
TITLE: On-Call Professional Services for Geotechnical Engineering
ADDENDUM NO: 001
ISSUED BY: Fauquier County Government and Public Schools

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1. Questions and Answers

Questions and Answers

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

Fauquier County Government and Public Schools:

By: <i>Scott Bargas</i>	Title: Procurement Officer III
Printed Name: Scott Bargas	Date: 1/29/2025



Solicitation Response Form02

Addendum.....03

Cover Letter.....06

Tab 1 - Firm Overview08

Tab 2 - Offeror’s Background and Experience 14

Tab 3 - Approach/Methodology 22

Tab 4 - Individual Resumes.....30

Tab 5 - Exceptions to RFP and Attachments.....42



ECS MID-ATLANTIC, LLC

Geotechnical • Construction Materials • Environmental • Facilities

February 12, 2025

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

800⁺

MID-ATLANTIC
STAFF

RE: Response to Request for Proposal On Call Professional Services for
Geotechnical Engineering Services, Fauquier County Government and Public
Schools

Dear Mr. Bargas,

ECS is writing to express our enthusiasm for the opportunity to collaborate with Fauquier County in providing geotechnical engineering and construction materials testing services. Our firm understands the County's need for reliable and efficient services to support a wide range of projects, ensuring both safety and compliance with all relevant regulations.

Our team is equipped with the expertise and resources necessary to deliver comprehensive geotechnical solutions tailored to the unique requirements of each project. We specialize in conducting thorough site investigations, analyzing soil suitability and advising on structural integrity to prevent potential failures due to sub-surface conditions. Additionally, our services extend to concrete and masonry testing, ensuring that all materials meet the highest standards of quality and durability.

We recognize the importance of timely and cost-effective service delivery, our approach is designed to streamline processes, reduce response times and enhance the clarity and efficiency of contract production. Our commitment to excellence and innovation positions us as a valuable partner in achieving the County's project goals.

We are eager to discuss how our services can contribute to the success of your projects and look forward to the possibility of working together. Please feel free to reach out if you have any questions or require further information.

Thank you for considering our proposal. We are excited about the opportunity to support Fauquier County's infrastructure and development initiatives.

Respectfully Submitted,

ECS MID-ATLANTIC, LLC

William Gaspar, PE, FCI, LEED AP
Vice President/Principal Engineer
540.785.6100 (office) | 540.370.2823 (cell)
wgaspar@ecslimited.com

300⁺

GEOTECHNICAL
PROJECTS
IN FAUQUIER
COUNTY

1,050⁺

SUCCESSFULLY
COMPLETED
PROJECTS IN
FAUQUIER COUNTY

915 MAPLE GROVE DRIVE, SUITE 100, FREDERICKSBURG, VA 22407 • T: 540-785-6100

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • www.ecslimited.com

"ONE FIRM. ONE MISSION."



Tab 1

Firm Overview

ABOUT OUR COMPANY

Local: ECS Mid-Atlantic, LLC is a premier provider of geotechnical, construction materials, environmental consulting and facilities engineering services across Maryland, Pennsylvania, New Jersey, West Virginia and Virginia. With more than 800 employees and over 35 years of experience, ECS is equipped to help clients through the entire project cycle for both the private and public sectors.

Company: ECS Group of Companies (ECS) was founded in 1988 with the goal to raise the standards of professional engineering consulting. Today, we are a leader in geotechnical, construction materials, environmental and facilities consulting services. We are employee-owned with more than 2,800 employees in 100+ offices and testing facilities coast to coast.

ECS is currently ranked #64 in Engineering News-Record's Top 500 Design Firms (April 2024), #144 in Engineering News-Record's Top 200 Environmental Firms (October 2024) and #28 in Zweig Group's Hot Firm List (June 2024). For additional information about ECS, visit: www.ecslimited.com.

ECS CORE SERVICES

- Geotechnical
- Environmental
- Construction Materials
- Facilities

OUR VALUE

ECS embodies its philosophy of "Setting the Standard for Service" by using technology and experience to assist clients in the development of cost-effective, practical solutions. For over three decades, our engineering consulting services have helped our clients meet project requirements.

17+
locations

35+
years' experience

800+
employees

SAFETY PROGRAM

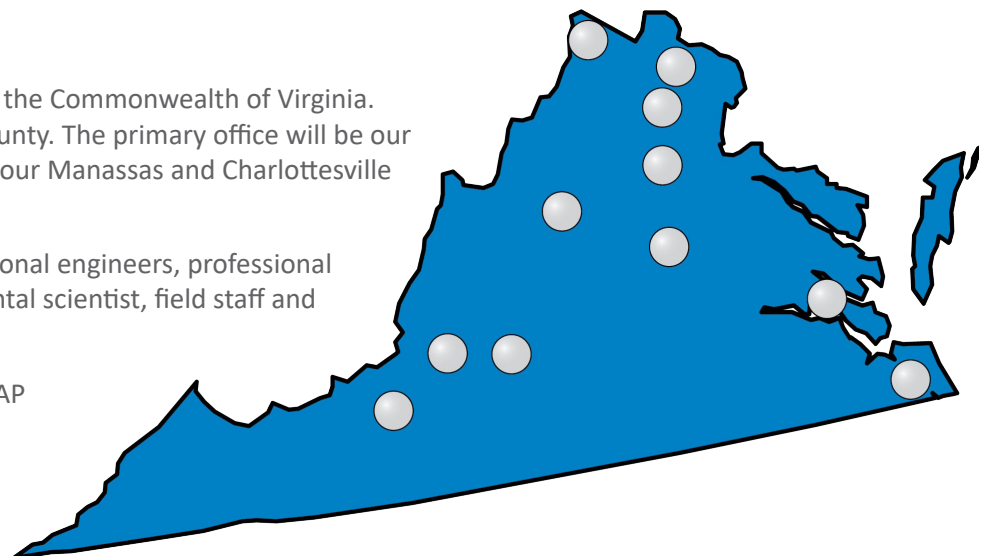
The ECS Safety Program is built on care and concern for our people. Genuine care and concern is the cornerstone of all we do in the name of safety at ECS. Our goal is to implement practical solutions to continually improve our safety processes and demonstrate our commitment to a safe work environment. Processes including near miss reporting, safety observations and employee engagement + feedback sessions have all been created with the goal of sending our people home safely every day.

ECS VIRGINIA OFFICES

ECS Mid-Atlantic, LLC has 11 locations in the Commonwealth of Virginia. Three of these offices serve Fauquier County. The primary office will be our Fredericksburg office with support from our Manassas and Charlottesville locations.

These offices have a staff of 123 professional engineers, professional geologist, project managers, environmental scientist, field staff and administrative.

Contact: William Gaspar, PE, FACI, LEED AP
Fredericksburg Office 540.785.6100





GEOTECHNICAL ENGINEERING

ECS develops tailored geotechnical exploration programs in support of each client's specific project. We know what is below the surface can be as crucial and complex as the structure it supports. Our team approach to geotechnical engineering extends beyond simply providing engineering data. We educate our clients about the risks and benefits of the engineering recommendations we provide.

SERVICES INCLUDE

Subsurface Explorations, Assessments and Design - incorporating our extensive subsurface database for local geologies

Geophysical Surveys - including seismic refraction, electrical resistivity, refraction microtremor, SASW and ground penetrating radar, as well as associated geotechnical engineering and design services

Geotechnical Construction Consulting - to support construction projects including value engineering review, sample testing, laboratory testing for soil modification and evaluation of foundation bearing conditions

Specialized In-situ (in place) Soil/Rock Testing - utilizing the following methods: Pressuremeter (PMT), Cone Penetrometer (CPT), Dilatometer (DMT) to provide the project team with cost effective recommendations for foundations supporting buildings and infrastructure

Reinforced Earth Structures, Slopes and Retention Design - based on specific site conditions utilizing industry-leading analysis and design software

Deep Foundation Testing - services using industry-leading devices such as the Pile Driving Analyzer (PDA), Cross Hole Sonic Logging (CSL) for drilled shaft testing and low-strain integrity testing using the Pile Integrity Tester (PIT)

Geotechnical Instrumentation - for monitoring structure movement during construction including remote, automated total stations, scan stations, inclinometers, piezometers, extensometers, tilt meters, crack gauges and vibration monitoring

Geostructural Design - for building elements containing soil-structure interaction such as soil nail walls, ground anchor supported retention systems, excavation support systems, micropiles, underpinning and soil improvement (aggregate pier designs, stone columns, vibro densification, grouting)

WHY ECS

- Expertise in each market
- Advanced exploration capability
- Industry-leading in-situ testing
- Advanced geotechnical laboratory testing capability
- Advanced proprietary geotechnical analysis systems
- Proven geotechnical value engineering experts



CONSTRUCTION MATERIALS TESTING (CMT)

CMT primarily involves testing structural materials used to build new projects from the ground up, materials and components used to construct new additions or new components being added to an existing facility. These include earthwork, shallow and deep foundations, destructive and non-destructive concrete testing, wood construction observations, structural masonry, structural steel, sprayed-on fireproofing, Exterior Insulation and Finish Systems (EIFS), roofing evaluation and testing and asphalt pavement evaluation and testing. Our unique electronic reporting system delivers field and laboratory reports rapidly, giving the construction team valuable information on a timely basis. The majority of test reports are reviewed by ECS engineers and delivered via email to the project team within 24- to 36 hours of the test and/or observation.

SERVICES INCLUDE

Observation Services - help document that construction materials within new elements meet the designer's intent

Special Inspections - test items that require a construction materials testing and inspection program to be conducted by a third party, specifically including new buildings

Third-Party Code Compliance - is jurisdictionally approved evaluations performed in place of services usually conducted by a local building code inspector which can only be requested / approved by local municipal code inspectors

Civil Construction Testing - observes and tests civil elements such as parking lots, utilities, stormwater ponds, drainage systems, asphalt, concrete curbs, pavement and some retaining walls

WHY ECS

- Certified personnel
- Accredited facilities
- Industry-leading electronic reporting (compliance/non-compliance reporting) within 24- to 36 hours
- Rapid providers of innovative solutions for earthwork and foundation construction
- Experienced construction materials testing/special inspection professional and technical staff
- Industry-leading project budget management systems
- Advanced soil and materials testing capability



SPECIAL INSPECTIONS

ECS is capable of providing Special Inspections on your project. Our special inspectors are responsible for performing concrete and masonry testing, bolt and welding testing/inspections, precast inspections and other quality control testing services. All necessary personnel maintain the necessary certifications as well as any certifications (NICET, ACI, ICC, CWI, etc.) applicable to the testing/inspection services being performed.

ECS is qualified to perform Special Inspections (SI) projects and provides testing and special inspection services based on NCBC Chapter 17 Structural Tests and Special Inspections.

Technical Certifications

In order to meet the requirements of the Special Inspections program, ECS has developed in-house training programs that produce certified technicians at all levels. ECS currently has staff holding the following certifications and registrations available for Special Inspection projects:

- ICC - Reinforced Concrete
- ICC - Bolting Certification
- ICC - Welding Certification
- ICC - Prestressed Concrete Certification
- ICC - Structural Steel and Welding Certification
- ICC - Masonry Certification
- ICC - Spray-Applied Fireproofing Certification
- NICET – Levels I, II & III (soils, concrete & asphalt)
- PCI - Levels I & II
- PTI - Levels I & II
- ACI Field and Lab Concrete and Masonry
- AWS Certified Welding Inspector Certifications
- WACEL - Structural Steel
- Nuclear Density Gauge
- 40-Hour HAZWOPER
- EIFS Certifications
- FACE Company Certified Floor Flatness Certifications
- Registered Professional Engineers
- Registered Professional Geologists
- Engineering Interns



LABORATORY ACCREDITATIONS

ECS laboratories conduct soil and concrete testing associated with our CMT and geotechnical consulting engineering services. In addition to our internal training and certification programs, ECS laboratories participate in proficiency sample testing programs for soils, concrete and masonry. These are administered by various external agencies long recognized as leaders who set consistent industry standards, such as:

- American Association of State Highway and Transportation Officials (AASHTO)
- Materials Reference Laboratory (AMRL)
- Army Corps of Engineers (USACE)
- Cement and Concrete Reference Laboratory (CCRL)

These external agencies perform regular on-site assessments of our soils and concrete laboratories. Coupled with our internal quality control program, these assessments have led to the accreditation of our facilities by AASHTO and other agencies. ASTM International (formerly known as the American Society of Testing and Materials) has also developed consensus standards to improve product quality and enhance safety. Accredited laboratories performing construction materials testing services should comply with ASTM Sections E-329 (standard practice for use in evaluation of testing and evaluation agencies as used in construction), C-1077 (standard practice for testing concrete and concrete aggregates for use in construction and criteria for laboratory evaluation) and D-3740 (standard practice for agencies engaged in the testing and/or evaluation of soil and rock as used in engineering design and construction). These ASTM sections specify the qualifications and requirements of personnel and facilities, and our external accreditations provide further evidence of compliance with these requirements.



Tab 2

Offeror's Background and Experience

TAB 2: OFFEROR'S BACKGROUND AND EXPERIENCE



STAFFORD COUNTY HIGH SCHOOL #6

STAFFORD, VA

The proposed development is a three-story high school building, encompassing over 290,000 square feet of finished floor space. This educational facility will be supported by shallow spread footings, with a framework composed of concrete masonry units (CMU), cold form metal framing and structural steel. The project also includes the construction of a multi-purpose area for track and field events, baseball and softball fields, tennis courts and soccer fields, complemented by a concessions building and a field house. Exterior site work will involve the installation of utilities, site concrete and asphalt paving.

ECS was tasked with providing both Geotechnical Engineering and Construction Materials Testing and Special Inspection Services for this project. Our role involves deploying a team of qualified construction testing technicians, certified special inspection technicians, engineering interns and registered engineers. These technicians conducted the necessary construction materials testing and Special Inspections in alignment with project specifications, construction activities, Chapter 17 of the International Building Code and the Statement of Special Inspections prepared by the Structural Engineer of Record. Our services include observation and testing of subgrades/earthwork, shallow foundations, reinforcing steel, cast-in-place concrete, reinforced structural masonry, structural steel, wood framing, intumescent/sprayed-on fireproofing, paving, erosion control and stormwater monitoring. These services are integral to meeting the required standards and specifications for the construction.

FEES

\$269,977 to date

CLIENT CONTACT

Jonathan Cramer
Stafford County Public Schools
2600 Park Tower Drive
Suite 801
Vienna, VA 22180

CLIENT PHONE

540.658.6000

CLIENT EMAIL

cramerjf@staffordschools.net

ST. JOHN THE EVANGELIST PARISH HALL

WARRENTON, FAUQUIER COUNTY, VA

The proposed project involves the construction of a three-story parish office building, covering approximately 13,000 square feet, along with associated parking and drive lanes. The site, at the time of exploration, was an undeveloped plot primarily covered with grass and some trees. The building is expected to feature structural masonry below-grade stem walls on conventional shallow spread foundations. The framing will include wood and structural steel, with a concrete slab on grade.

ECS has conducted subsurface exploration, laboratory testing and geotechnical engineering analyses to assess soil and groundwater conditions at the site. The purpose of this study was to develop engineering recommendations to support the design and construction of the building foundations and site pavements. The comprehensive report includes:

- Procedures and results from subsurface exploration and laboratory testing programs.
- Engineering analyses and recommendations for the design and construction of the project.
- Geotechnical recommendations for foundation design, site preparation and pavement construction.

The findings and recommendations provided by ECS are intended to aid in the successful design and construction of the proposed parish office building and its associated infrastructure.

FEES

\$8,420

CLIENT CONTACT

Jason Louis
Catholic Church Diocese of
Arlington
200 North Glebe Road, Suite 704
Arlington, VA 22203

CLIENT PHONE

703.841.3849

CLIENT EMAIL

jason.louis@arlingtondiocese.org

STAFFORD COUNTY ELEMENTARY SCHOOL #18

STAFFORD, VA

The project site, initially a wooded area with a cleared pathway, is set to transform into a modern educational facility. The development plan includes a three-story elementary school covering 118,968 square feet. The school will feature a structural framework composed of CMU (Concrete Masonry Units), cold form metal framing and structural steel, supported by shallow spread footings. Additional facilities include an athletic field with a track and hard top, a baseball pitch, a playground, two entrances with a wall exhibit at the south entrance, associated utilities, two stormwater management facilities, pavement/parking areas and a bus depot.

ECS conducted a comprehensive subsurface exploration and laboratory testing program to assess soil and groundwater conditions. The findings informed the geotechnical engineering analyses, which provided essential recommendations for the design and construction of the proposed structures. This study was crucial in ensuring the foundational stability and structural integrity of the elementary school and associated facilities.

ECS Field Services Group is providing the testing and observations during the construction phase. The team is verifying quality and compliance through:

- Subgrade/Earthwork and Shallow Foundations: Monitoring and testing to verify the suitability of the subgrade and the proper installation of shallow foundations.
- Reinforcing Steel and Cast-in-Place Concrete: Ensuring the correct placement and quality of reinforcing steel and concrete.
- Reinforced Structural Masonry and Structural Steel: Observing the construction of masonry and steel components to meet design specifications.
- Wood Framing and Fireproofing: Inspecting wood framing and the application of intumescent/sprayed-on fireproofing materials.
- Paving and Erosion Control: Overseeing paving operations and implementing erosion control measures.
- Stormwater Monitoring: Conducting stormwater monitoring to manage and mitigate environmental impacts.

ECS has been providing a team of qualified construction testing technicians, certified special inspection technicians, engineering interns and registered engineers to perform these critical tasks, making sure the project meets the required standards and specifications.

FEES

\$38,548 Geotechnical
\$36,401 to date Construction
Materials Testing / Special
Inspections

CLIENT CONTACT

Jonathan Cramer / Karen Papa
Stafford County Public Schools
31 Stafford Avenue
Stafford, VA 22554

CLIENT PHONE

540.658.6575

CLIENT EMAIL

cramerjf@staffordschools.net
PapaKa@StaffordSchools.net



STAFFORD COUNTY ELEMENTARY SCHOOL 19

STAFFORD, VA

The project site was home to tennis courts, grass athletic fields and a parking lot at the time of our exploration. The development plan includes the construction of a new high school building, which will be supported on shallow spread footings. The building’s framework will incorporate CMU, cold form metal framing and structural steel. Additional facilities to be constructed include a baseball field, two playgrounds, a multi-purpose court, a tennis court, three practice fields and a bus parking lot. Sitework will involve the installation of utilities, site concrete and asphalt paving. The proposed building will feature steel framing and masonry bearing walls.

ECS has played a pivotal role in the preliminary and final phases of subsurface exploration, laboratory testing and geotechnical engineering analyses. During the final exploration, ECS conducted thirty-two soil test borings across various locations, including the proposed building site, athletic fields, tennis courts, roadways and stormwater management facility. This exploration aimed to assess the subsurface soil conditions and determine the depth and nature of the soils.

In addition to geotechnical services, ECS has been retained to provide construction materials testing (CMT) and special inspections. These services are crucial for verifying compliance with project specifications, construction activities, Chapter 17 of the International Building Code and the Statement of Special Inspections prepared by the Structural Engineer of Record. The scope of these services includes observation and/or testing of subgrade/earthwork, shallow foundations, reinforcing steel, cast-in-place concrete, reinforced structural masonry, structural steel, wood framing, intumescent/sprayed-on fireproofing, paving and erosion control and stormwater monitoring.

The CMT and special inspection services are designed to offer project stakeholders, including contractors, designers, owners and local code officials, insights into the level of compliance achieved by the installing subcontractors with the project specifications.

FEES

\$9,170 \$28,611 \$6,380
Geotechnical
\$28,611 \$972 to date
Construction Materials Testing /
Special Inspections

CLIENT CONTACT

Geotechnical - Jonathan Cramer
/ Karen Papa
Stafford County Public Schools
31 Stafford Avenue
Stafford, VA 22554
CMT/SI - Sean Spence
MBP
7401 Beaufont Springs Drive
Richmond, VA 23225

CLIENT PHONE

540.658.6575
804.330.4875

CLIENT EMAIL

cramerjf@staffordschools.net
PapaKa@StaffordSchools.net
netsspence@mbpce.com

KING GEORGE COUNTY COURTS

KING GEORGE, VA

The King George County Courts project involves the development of a new two-story courthouse with a lower-level basement, covering approximately 50,763 square feet of finished floor space. The courthouse is designed with reinforced concrete shallow foundations, CMU block and structural steel. Site enhancements include the installation of underground utilities, concrete curbs and sidewalks, stormwater management areas and both asphalt and concrete paving.

ECS was engaged to provide Construction Materials Testing and Special Inspection Services for this project. Our team comprised qualified construction testing technicians, certified special inspection technicians, engineering interns and registered engineers. These professionals conducted the necessary construction materials testing and special inspections in alignment with project specifications, construction activities, Chapter 17 of the International Building Code and the Statement of Special Inspections prepared by the Structural Engineer of Record.

Our scope of services included:

- Earthwork: Monitoring and testing soil conditions to support the structural integrity of the building.
- Shallow Foundations: Ensuring the proper installation and performance of the building's foundation system.
- Reinforcing Steel: Verifying the placement and quality of reinforcing steel used in construction.
- Cast-in-Place Concrete: Testing concrete mixes and placements to meet design specifications.
- Structural Steel: Inspecting the fabrication and erection of structural steel components.
- Reinforced Structural Masonry: Assessing the construction of masonry elements for compliance with design requirements.
- Paving: Overseeing the installation of asphalt and concrete paving to verify durability and performance.
- Erosion and Stormwater Monitoring: Implementing measures to manage erosion and stormwater effectively during construction.

Through these services, ECS contributed to the successful execution of the King George County Courts project, verifying that construction adhered to the highest standards of quality and safety.

FEES

\$92,842 to date

CLIENT CONTACT

Travis Quesenberry
King George County
10459 Courthouse Drive
Suite 201
King George, VA 22485

CLIENT PHONE

540.775.8467

CLIENT EMAIL

tquesenberry@co.kinggeorge.state.va.us

TAB 2: OFFEROR'S BACKGROUND AND EXPERIENCE



SPOTSYLVANIA JUDICIAL CENTER ADDITION

SPOTSYLVANIA COUNTY, VA

This project involved providing subsurface exploration and geotechnical engineering services for the addition to the Judicial Center, which is an approximately 61,578 square feet, three-story addition to the existing center. The purpose of the exploration was to explore the soil and groundwater conditions to develop engineering recommendations to guide design and construction. Due to the presence of highly plastic soils, high mica content and relatively high moistures at the site, it was recommended that the proper execution of earthwork operations would be key to the successful development of the site. A seismic site class evaluation was also determined. Construction considerations were also discussed as part of the final report.

ECS also provided construction materials testing and Special Inspection services which included observation and testing of earthwork, shallow foundations, reinforcing steel, cast-in-place concrete, structural steel, reinforced structural masonry, asphalt pavements, exterior insulation finish system and hot fluid applied waterproofing.

STAFFORD COUNTY ANIMAL SHELTER

STAFFORD COUNTY, VA

The project involved the development of a 5.82-acre parcel for a 17,400 square feet single story animal shelter, a 17-foot tall mechanically-stabilized earth wall, a stormwater management pond, utilities and pavements. ECS delineated potentially jurisdictional water on and adjacent to the environmental study limits, including wetlands and ephemeral, intermittent and perennial streams and RPA boundaries, when present. A jurisdictional determination by the ACOE agreed with ECS' assessment. No wetland permit was required.

Our geotechnical team performed a subsurface exploration, laboratory testing and geotechnical engineering analysis. ECS consolidated our test results as well as other geologic information and prepared a report that provided our findings and recommendations for the design and construction. Once construction began, ECS provided construction materials observation and testing services. The specific scope encompassed earthwork operations, cast-in-place concrete, masonry, structural steel and wood framing.

FEES

\$3,940 Geotechnical Engineering
\$56,403 Construction Materials Testing

CLIENT CONTACT

Tony Bell
Moseley Architects
3200 Norfolk Street
Richmond, VA 23230

CLIENT PHONE

804.794.7555

CLIENT EMAIL

tbell@moseleyarchitects.com

FEES

\$3,990 Geotechnical Engineering
\$53,232 Construction Materials Testing

CLIENT CONTACT

GEO - Richard Furnival, PE
SDI-Sullivan, Donahoe & Ingalls
10720 Columbia Drive
Fredericksburg, VA 22404

CMT - Scott Johnston
Moseley Architects
3200 Norfolk Street
Richmond, VA 23230

CLIENT PHONE

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804.794.7555

CLIENT EMAIL

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sjohnston@moseleyarchitects.com

TAB 2: OFFEROR’S BACKGROUND AND EXPERIENCE



PRINCE WILLIAM COUNTY SCHOOLS WOODBRIDGE ELEMENTARY SCHOOL WOODBRIDGE, VA

A more recent project as part of our term contract includes Woodbridge Elementary School. ECS conducted a subsurface exploration, laboratory testing and engineering analysis for the property. The purpose of our study was to provide geotechnical information for the design and construction of a three-story, elementary school building with an approximate finished floor elevation of 80.00 feet residing on 9.6 acres. The project also includes various ancillary site development features that consists of underground utilities, two underground stormwater management facilities, five retaining walls, a playground and associated roadway/parking lot areas. At the time of our site reconnaissance the property was occupied with a church structure while the remainder of the property was+B18 wooded.

The structure consists of cast-in-place, shallow concrete foundations and slab-on-grade with masonry wall sections and steel framing. The construction is currently ongoing and the school has plans to achieve a LEED BD+C rating. ECS was also tasked with the construction materials testing and Special Inspection services for the property. Our scope included observation and testing of the earthwork/foundations, cast-in-place concrete, structural steel, masonry and paving.

FEES
\$300,000+

CLIENT CONTACT
John Mills
Prince William County Schools
14800 Joplin Road
Manassas, VA 22110

CLIENT PHONE
703.791.8717

CLIENT EMAIL
millsji@pwcs.edu

PRINCE WILLIAM COUNTY CLOVERDALE PARK WOODBRIDGE, VA

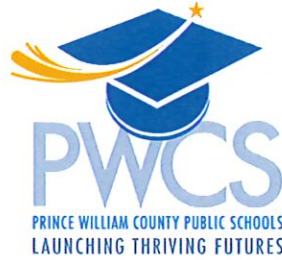
ECS completed a subsurface exploration, laboratory testing and engineering analysis for the new retaining wall at the park. Proposed construction consists of minor site grading changes as well as the construction of new parking spaces, paved trails/sidewalks and miscellaneous upgrades to existing recreational facilities throughout the park site. The proposed parking areas include new spaces along the east and north edges of the park as well as slightly relocated spaces in various other locations in order to accommodate the addition of new park trails.

FEES
\$15,764

CLIENT CONTACT
Edward Umbrell, PE
Dewberry Engineers, Inc.
8401 Arlington Boulevard
Fairfax, VA 22031

CLIENT PHONE
703.849.0100

CLIENT EMAIL
eumbrell@dewberry.com



January 4, 2023

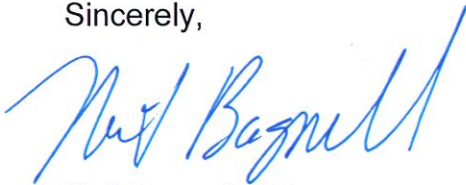
REFERENCE: Recommendation of Firm

To Whom It May Concern,

ECS Mid-Atlantic, LLC (known as ECS), has worked for Prince William County Schools (PWCS) consistently during the last nine (9) years. The work performed by ECS has proven acceptable in doing Geotechnical Investigations and Material Inspections on several projects during those nine years.

PWCS has found ECS to be prompt, efficient and professional in working with us as well as our team of consultants and employees. Based upon our experience to date, we can certainly recommend them for employment in similar capacity with other organizations.

Sincerely,



Neil Bagnell, PE
Supervisor of Field Operations – Construction
PWCS Facilities Department



PRINCE WILLIAM
COUNTY

Parks & Recreation
Seth Hendler-Voss, Director

February 3, 2025

Recommendation of Firm


To Whom It May Concern,

ECS Mid-Atlantic LLC (known as ECS), has worked on Prince William County Parks and Recreation projects for at least over the past three (3) years performing geotechnical investigations and material testing and observation. The work performed by ECS has proven acceptable and of high quality.

Prince William County Park & Recreation has found ECS to be prompt, efficient and professional in working with us as well as our consultants and project managers.

Based upon our experience to date, we can certainly recommend them for employment to provide professional services on similar projects with other organizations or agencies.

Sincerely,



Kofi Asiedu, PE
Engineering Manager
Planning & Capital Projects Division
Prince William County Department of Parks & Recreation



CATHOLIC DIOCESE OF
ARLINGTON

Office of Planning, Construction and Facilities

200 North Glebe Road, Suite 704 • Arlington, VA 22203
Office (703) 841-2572 • Fax (703) 276-9486
communications@arlingtondiocese.org

January 4, 2023

Loudoun County Public Schools
Department of Business and Financial Services
Procurement and Risk Management Services
21000 Education Court, Suite 301
Ashburn, VA 20148

To Whom It May Concern:

I understand that ECS Mid-Atlantic, LLC (ECS) is being considered to provide geotechnical, environmental, and construction materials testing for Loudoun County Public Schools.

I have been a development representative in the Washington DC area for over 30 years. During this tenure, ECS has been commissioned by me and has successfully provided a similar scope of services on a variety of projects within the Metro Washington DC area.

The most relevant and recent project is St Paul VI Catholic School on Braddock Road in Loudoun County. ECS was brought on early to provide geotechnical exploration on this 70-acre wooded parcel. Having poor soils, high water table, and shallow diabase rock, it was agreed to add scope to prepare maps profiling these conditions. The small cost for this effort saved a substantial amount in construction dollars. I herald the ECS team for going the extra mile in making this recommendation. ECS remained on the team successfully providing earthwork recommendations and construction materials testing.

ECS recognizes that each project is unique in its complexities, and tailors its scope accordingly. I encourage Loudoun County to contact me regarding the many other examples of the quality work provided by ECS's highly professional team. Without a doubt, I would recommend ECS for the services Loudoun County is considering.

Sincerely,

Bonnie Vancheri

Bonnie Vancheri, PE, PMP, LEED AP
Planning & Construction Manager



Tab 3

Approach/Methodology

ECS is prepared to provide Geotechnical Engineering, Environmental Engineering and Construction Materials Observation and Testing services for the County. Our qualified staff will foster teamwork and cooperate with you during this term contract by maintaining a frequent, consistent level of communication. ECS staff will help identify, document and resolve any on-site issues to keep each task order moving efficiently.

ECS has an abundant, talented staff based in our Richmond branch office. We have been providing engineering consulting and related services throughout the Commonwealth of Virginia since 1988. Together with assistance from our subconsultants, our team possesses the professional qualifications, technical experience and expertise that are necessary to successfully provide the services that will be required under this contract.

METHODOLOGY FOR SERVICES

This contract requires technically competent and highly experienced teams working together to meet the project goals. The detailed resumes that include key staff and their backgrounds provide their project experience history. ECS recognizes that effective project and task coordination is critical to the successful delivery of this contract. Our team will manage the project process using the best practices outlined in this proposal. Through these processes and protocols, our management team will help confirm that internal parties and external stakeholders are well informed of the schedule and activities. This approach will:

- Maintain a clear understanding of project goals and prioritize them as the primary focus
- Stimulate creative and innovative ideas among team members
- Facilitate a partnership environment among stakeholders
- Attain higher quality and safety, promoting cost efficiency and on time completion

Our experience history as a team managing multiple projects similar to this enables us to successfully execute even the most complex contracts. This has given us a broad background using a multitude of techniques and has provided our team with a solid understanding of project management and delivery. Our ability to generate timely field reports through our wireless and paperless technology provides significant advantages to the County and helps the entire project team respond quickly and appropriately to field conditions and project requirements.

ECS considers a successful project as one that meets the specific requirements and expectations of the task. Success stems from having a clearly defined scope, effective management, adequate resources, individual effort and open communication. Our designated Contract Manager, William Gaspar, PE, FACI, LEED AP will provide a single Point of Contact for County to work with them to define each task order from initial scope development to invoicing and project closeout. Working cooperatively with the County and our team's willingness to listen and learn are traits that are a part of ECS' approach to each project. ECS will verify that the project begins and remains staffed with qualified personnel who are invested in the quality of the work produced.

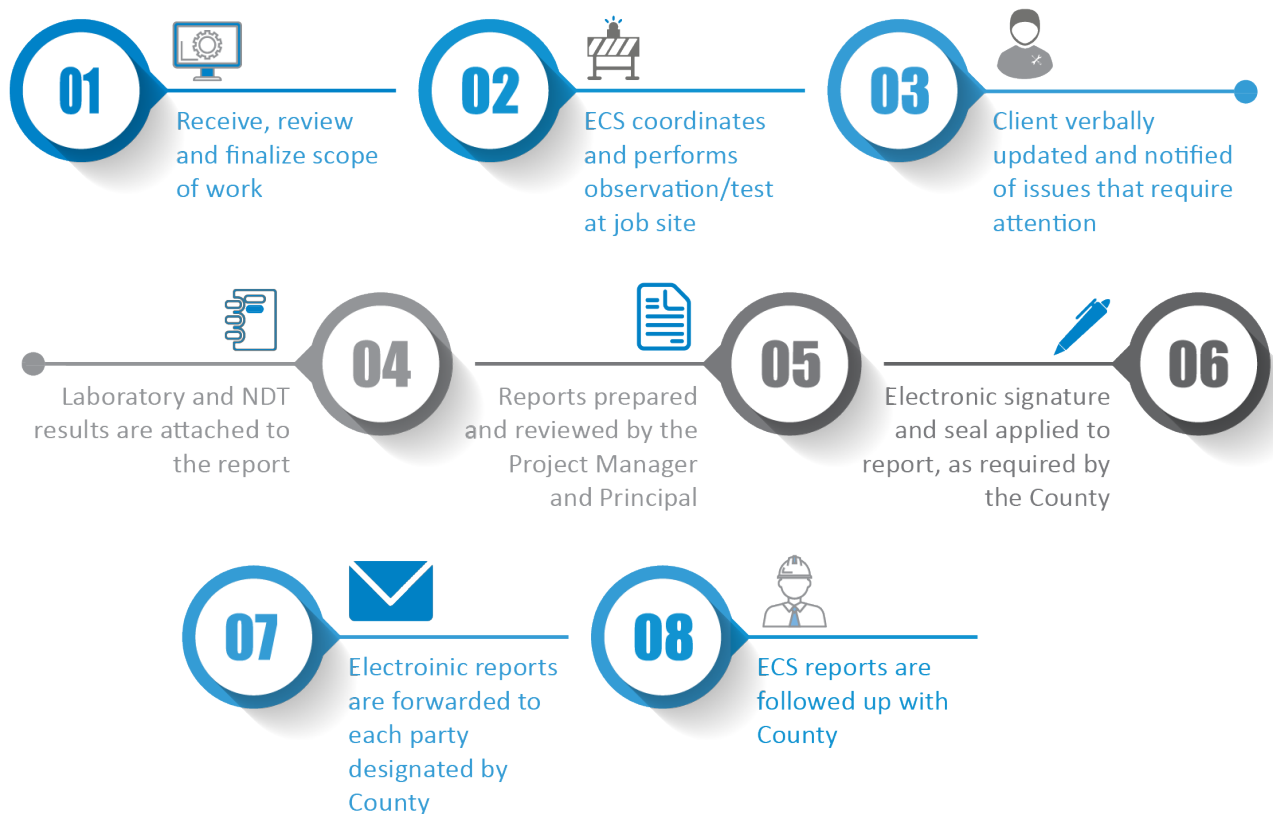
Following identification and assignment of the specific task order, a selected Team Member will evaluate the best available information and formulate a preliminary project scope and schedule. The scope and schedule will then be discussed with the technical representative designated by the County to act as liaison for this task prior to the initiation of our services. Discussions will include an evaluation of the task-at-hand, the proposed project approach, schedule and budgetary considerations and constraints.

Once a project is initiated, it is ECS' protocol to always assign two team members to a project, whether it is in the design phase or construction phase of development. The project management team would typically include a Project Task Manager and a Senior/Principal Engineer. In addition to quality control, this layered management confirms that there will be more than one person that can be immediately contacted, if necessary. With the depth of talent on our staff, if both the Task Manager and Principal Engineer of a project are unavailable, other Task Managers or Principal Engineers will become involved on short notice to solve issues needing immediate resolution. The graphic on the following page gives you a glimpse into our process.

GEOTECHNICAL ENGINEERING OVERALL PROJECT MANAGEMENT AND QUALITY CONTROL



CMT/SI OVERALL PROJECT MANAGEMENT AND QUALITY CONTROL



KEY PERSONNEL

CONTRACT MANGER / POINT OF CONTACT

William Gaspar, PE, FACI, LEED AP - Mr. Gaspar serves as the Principal Engineer and Branch Manager in the ECS Fredericksburg, VA office. He brings 37 years of experience to this team and his typical responsibilities include geotechnical engineering, construction QA/QC management, testing supervision for geotechnical, materials and environmental engineering projects, client development, proposal preparation, report preparation, project supervision and technical supervision of engineering staff.

Mr. Gaspar will serve as the Contract Manager and Point of Contact (POC). He will lead the ECS team, task orders, provide direction and management, scope development, as well as maintaining the budget. As the POC he will be the liaison with the County and other team members.

PRINCIPAL ENGINEERS

The role of the Principal Engineer is to provide technical expertise and aid the Technical Staff with the day to day challenges they may face with both geotechnical and construction materials testing. They will confirm that milestones or objectives are being met, monitor project progress and review of reports.

TECHNICAL STAFF (Senior Project Managers/Project Managers)

This staff will be assigned task orders by the contract manager and handle the day-to-day operations of each project whether geotechnical or construction testing. They will aid in the development of the scope, coordinate the field staff, manage the sampling and laboratory testing, monitor the budget and prepare the engineering reports. This staff reports directly to a Principal Engineer.

FIELD STAFF

The Certified Field Staff are individuals trained to perform specific observations and tests on a construction site and to document their findings in accordance with good engineering practice. These technicians have a minimum of one year experience and technical expertise in their area of materials testing services. As a mark of the technician's level of competence, he or she has taken and passed the applicable ICC, WACEL, ACI, NICET or ECS—internal exams for the area in which they are working and understands the task at hand. Their work is subject to daily review by the Project Manager/ for each project. The daily reports are prepared electronically thereby providing for immediate review by both the Project Manager and the Principal Engineer and delivered electronically to the clients, usually within 24 to 48 hours of the site visit.

SUBCONTRACTORS

The services offered by ECS for this contract are primarily geotechnical engineering and construction materials testing and inspections. Generally, these services can be provided exclusively by ECS with the exception of drilling services. ECS proposes to subcontract drilling services for the subsurface exploration required by this contract to two drilling subcontractors, Connelly and Associates, Inc.

QUALITY AND PROJECT CONTROL

ECS' goal is to provide high-quality engineering and related services and to be recognized by our clients and colleagues for our responsiveness and value. Quality is integrated with everything we do. Our high repeat-customer volume and the recommendations from our clients and professional associates are measures of our commitment to quality.

Quality control consists of identifying objective standards, specifications, or criteria that will guide the assignment to the desired result (preparation phase); performing work to those established standards (implementation phase); and regularly monitoring work performance to confirm that required results are obtained (follow-up phase). The quality control process involves everyone associated with a task, from our team's field personnel to senior management. As a team and as individuals, we strive to assure quality at every step of a project.

Elements of this process include:

- Maintain an effective, ongoing quality control program to measure and verify performance
- Monitor daily operational performance of the team and provide timely corrective action for any unforeseen events
- Track corrective actions for resolution and appropriateness
- Review data and reporting requirements for accuracy, precision and completeness
- Maintain complete records of field data and reports generated by the team
- Maintain a data review process
- Provide training to employees and other team members as necessary to confirm their understanding of operating procedure requirements and their roles and responsibilities as they apply to specific tasks

Quality control is focused on preventive actions and attention to review of ongoing activities, rather than fixing problems 'after the fact.' It is important that team members be educated regarding site safety protocols, quality control measures, testing procedures and workmanship required prior to their arrival at the job site.

Each certified field technician is responsible for checking his or her own work according to the ECS QA/QC program. A team review in the initial phase of a project is followed by daily checks to assure continuing compliance with contract requirements. The Project Manager assigned will be responsible to verify that these procedures are communicated and followed by each member of the team. An intermediate review is accomplished by the appropriate engineer or designated technical reviewer in their applicable discipline. The final review, as necessary, is provided by the Project Manager and Principal.

Verification is an independent check to assure that all QC procedures have been applied to each task or project. For quality verification to be effective, it must be independent of the day-to-day activities of the project. Independent quality assurance/verification is the responsibility of the Principal. The Principal's responsibilities include the following:

- Reviewing the individual quality plans established for each task order or assignment
- Auditing files, records and submittals to verify that all QC was accomplished, as required
- Performing unannounced audits and surveillances of activities to review field, laboratory and office work plans and procedures
- Performing regular follow-up on the County's client satisfaction, through both personal inquiry and our automated monthly satisfaction survey

The Project Manager also provides initial instruction and orientation on the County procedures to assigned personnel, as they prepare for their tasks. Management personnel provide technical direction, procedures and controls and confirm internal quality for inspection activities.

TAB 3: APPROACH/METHODOLOGY



Through our internal project and accounting systems, we are able to track various tasks and associated timing for deliverables to assure that we meet the client's project time frames. Our internal controls also allow the ECS Project Manager to follow the progress of each project with regard to cost expenditures (including subconsultants). **Our internal quality assurance review program exceeds industry standards. At ECS, it's not just about getting the job done – it's about getting the job done right, on time and on budget.**



We challenge you and love the way you react to that. Giving us different options is really important to us and our business.

- Chris Urquhart
KDC



The people of ECS are experts with a wide-range of knowledge. I never hesitate using ECS on projects.

- Crystal Morphis
Creative Economic
Development
Consulting, LLC

QUALITY ASSURANCE

ECS has a Corporate-Sponsored Quality Assurance Program that it applies to its professional services. The program has been in place for more than 25 years and is guided by evolving Quality Systems Manuals for specific services. Key to maintaining high-quality services are the training and retention of experienced personnel. The use of currently calibrated equipment and adherence to industry standards is paramount to achieving quality. For environmental field investigations, ECS utilizes Standard Operating Procedures (SOPs) to guide the personnel monitoring field operations. These SOPs cover the typical range of field sampling and operations required for effective sampling.

All projects are directed by registered professionals such as Principal Engineers/Geologists. The Quality Assurance Program relies on assessments in the form of internal and external audits, peer reviews and sample reference programs. For large projects, ECS develops project-specific Quality Assurance Project Documents. ECS participates in or conducts numerous internal and external audits and assessments to enhance the credibility of our firm to support our commitment to continuous quality improvement. Each assignment issued under this contract with the County of Henrico will be implemented using our QA/QC program.

RESPONSIVE CAPABILITY

We pride ourselves on the timely and effective services we provide. Clients know that ECS is part of the team that helps assess and analyze current field conditions, determine an appropriate course of action and assists them in reaching project goals with cost-effective, professional and practical solutions. As task orders arise and the needs of each project become apparent, Mr. Hill will coordinate to determine the nature of the order and initially determine the party responsible for task completion. A task manager will then be designated as the primary individual responsible for logistical planning and technical consultation and will be selected based on prior project experience and/or professional certification within the discipline of interest.

ECS understands the critical importance timeliness, responsiveness and budgets. We understand that clients have strict schedules and budgets that must be adhered to. By careful management, reliance on our experience, using productivity data, we have the capacity to expand our workforce to meet project tasks by organizing project teams from local and by teaming with our small, female and/or minority business specialty consultants and subcontractors. ECS has done this time and again and have found this to be a successful technique to satisfy project workload requirements. Our current workload is such that we will be able to fulfill any project requirements for the County, whether the project is large or small.

Communication is the key to controlling project costs. Getting information into the right hands is crucial in effective project management. ECS utilizes advanced communications and information technology to reduce the time from actual data collection to the distribution of a report approved by the Project Manager and Principal Engineer. Upon final review, electronic signatures and Professional Engineer's seal are applied. The report is printed, mailed, faxed or emailed to the distribution list and an electronic copy is archived on our servers for rapid retrieval. The implementation of our reporting software has significantly improved efficiency in the review and approval process of reports through the office, while allowing managers to efficiently monitor progress of the project.

This streamlined communication network maximizes the way we spend our time for the client. Not only is this delivery system utilized to make the most efficient use of our time, it is also integrated into our management system. These in-house systems are tied to our other management tools, such as timecard, invoicing, etc. It operates in real time, so that at any time, we can determine exactly where we are within the budget on a given project, as well as what invoices, reports, correspondence, etc. have been generated. Making the most effective and efficient use of our time allows ECS to pass these cost savings on to our clients.

TECHNOLOGY

GEOTECHNICAL - ECS' extensive software resources include GRLWEAP, SLIDE, GSTABL, gINT, PLAXIS, LPILE, GROUP, APILE, MSEW, CAPWAP, ROCKPACK, CRSP, DRIVEN, RSS, Shoring Suite, MathCAD, Settle3D, SeisOPT, WinPas, Pit-W, SLIDE, SHAFT, TomoSonic, Anchor Wall 4, AutoCAD, MicroStation and several others. ECS utilizes the VDOT gINT template for preparing test-boring records in accordance with VDOT's MOI. A large group of in-house spreadsheets for engineering analyses have been developed by ECS. Representative examples include pressuremeter, VDOT pavement design, elastic, consolidation settlement, seismic evaluation, LRFD-compliant sheets for shallow and deep foundations, drilled shafts and walls.

As mentioned previously, ECS has the equipment and personnel expertise necessary along with the software programs to provide our client with these services. ECS uses the following geophysical applications and applications to roadway projects such as 2-D Electrical Resistivity Profiling; 2-D Refraction Microtremor S-Wave Profiling; Ground Penetrating Radar; 2-D Seismic Refraction; P-Wave Profiling; Down-Hole and Cross-Hole Seismic; Magnetics; and Vibration and Noise Monitoring. ECS performed resistivity surveys for VDOT bridges in Rockingham, Shenandoah and Augusta Counties to evaluate potential karst sinkhole development and to define top of rock locations. Each of these programs has dedicated software for data collection, interpretation and presentation.

ECS has developed a streamlined communication network which maximizes the way we spend our time for the client. Not only is this delivery system utilized to make the most efficient use of our time, it is also integrated into our management system. These in-house systems are tied to our other management tools, such as timecard, invoicing, etc. It operates in real time, so that at any time, we can determine exactly where we are within the budget on a given project, as well as what invoices, reports, correspondence, etc. have been generated. Making the most effective and efficient use of our time allows ECS to pass these cost savings on to our clients. Below are two key softwares ECS has developed that allows us to track budgets, enabling ECS the ability to provide services on a "Not to Exceed Budgets" basis.

ECS utilizes a seamless, fully digital, in-house developed suite of software. Our systems are as follows:



FRED (Field Reporting and Electronic Distribution): Our laboratory and field data is processed in FRED automatically once the specific information pertaining to a work order or lab test is uploaded and submitted to Project Management for review. Once approved by the Project Manager, the report is submitted to the Principal Engineer for their approval and signature. Then, the report is automatically transmitted to the recipients on the distribution list.



GEORGE (Geotechnical Report Generator): Our geotechnical laboratory utilizes GEORGE to manage the input, processing and output of the results of our soils lab tests. From geotechnical subsurface investigations where a wide range of tests can be performed to gather physical properties of soils for design purposes to construction materials testing to get baseline values for comparative as-constructed evaluations, GEORGE is the one stop for all soil testing at ECS. Once data is inputted and approved in the lab, it enters the FRED system (see below) for Project Manager review.



ETHEL (ECS Technician Handheld Electronic Logbook): Our field technicians are equipped with tablets or touch-screen laptops to store their field testing results, observations and communication. The ETHEL system, which is the platform for organizing all of this data into an easy to use interface that translates the entered information into our standard reports. No transcription and no time lost in transition. As soon as the field data and field write up are completed, the field technician will attach digital photos and site location sketches then upload them wirelessly to our system. Upon completion of the upload, the automatically assembled reports are available in the FRED system for Project Manager review.



IVAN (Invoice Verification and Notification): On a monthly basis, our invoices are automatically prepared and are made available to our management team in an easy to use platform. IVAN, synchronized with GEORGE, ETHEL and FRED, gathers all time and materials associated with our services and assembles the invoices for review. Following the initial setup of the project and execution of services, the invoice assembly process is simple and straight forward requiring very little manipulation or modification making for a rapid review and finalization process. The Project Manager performs the initial review then approves for the Principal Engineer to do the same. Upon completion and approval by both the PM and the PE, the invoice is transmitted and copied to all those set up to receive them. Being fully contained within the same electronic system, this process is simplified and operates with little complication.



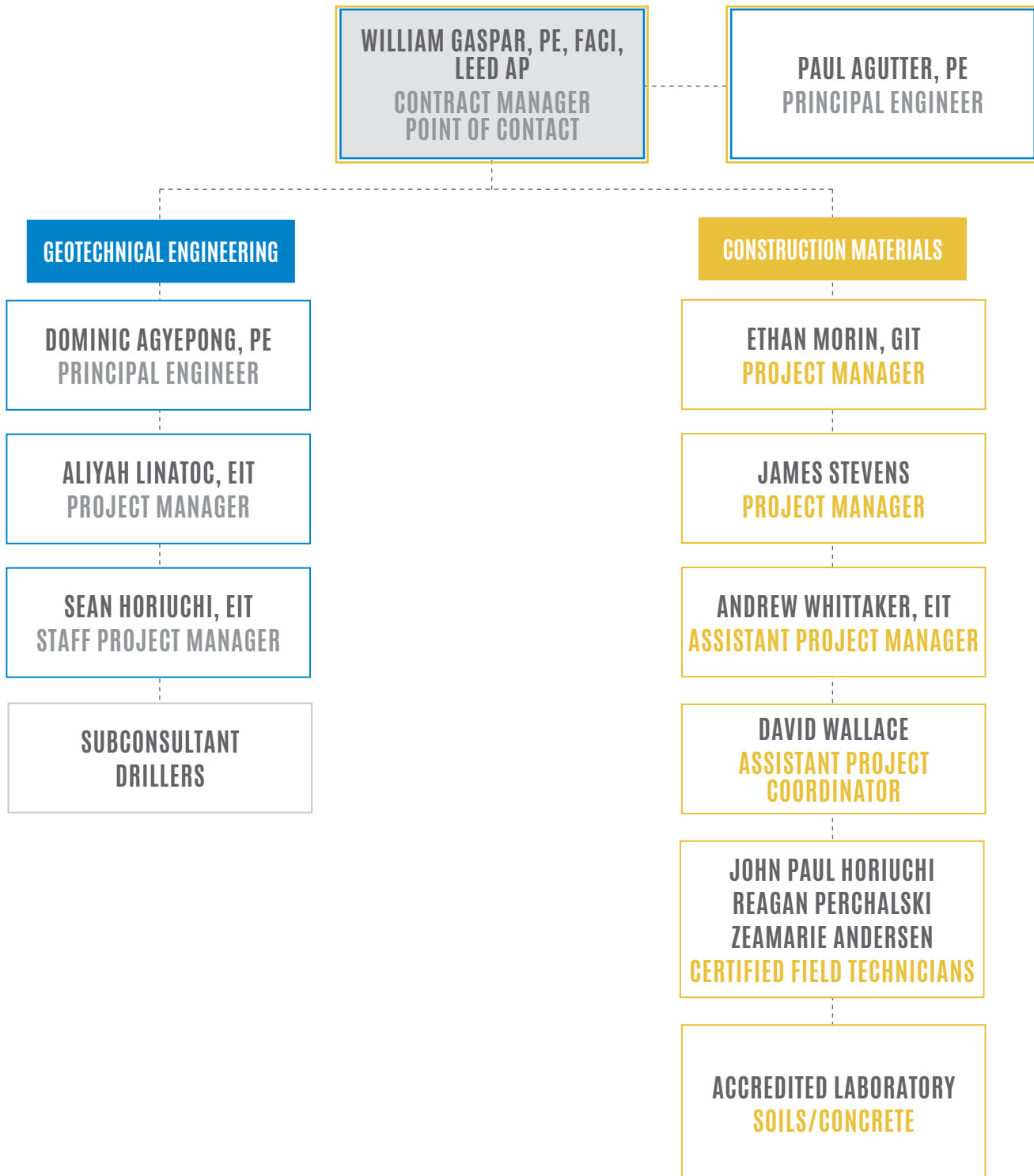
ALF (Action Items, Letters, Follow-up): ALF serves as the central station for the above-noted systems. As the hub for our data movement, within ALF ECS staff can view the status of proposals, project contracts, document uploads, PTO for staff and much more. ALF is also smart-phone formatted in order to facilitate our Project Managers and Principal Engineers and their mobile operations. Our professional staff are connected to their projects with ease and through ALF, should the client, contractor or project team need specific information or status, our ECS team can easily and quickly retrieve and provide it.



Tab 4

Individual Resumes

ORGANIZATIONAL CHART



WILLIAM GASPAR, PE, FACI, LEED AP | CONTRACT MANAGER/POINT OF CONTACT



PROFESSIONAL CREDENTIALS

Professional Engineer:
VA #0402028507

USGBC LEED Accredited Professional
BD+C, FACI

ACI: Certified Adhesive Anchor
Installer/Inspector

SKILLS

Geotechnical/Structural Engineering
Construction Testing and Special
Inspection Services
Historic Restorations
Deep and Shallow Foundation design
Dam evaluations
Pavement evaluations
Forensic Investigations and
consultation

EDUCATION

Bachelor of Science, 1990, Civil
Engineering, Virginia Military Institute

PROFESSIONAL PROFILE

Mr. Gaspar has over three decades of experience in geotechnical, structural engineering and special inspections throughout Virginia and Maryland. He is the Vice President and Principal of the Fredericksburg branch office. His responsibilities include managing and supervising geotechnical engineering projects; managing construction QA/QC testing for Special Inspections projects; preparing reports; and supervision of technical and engineering staff. Mr. Gaspar is a veteran of the U.S. Army as a Combat Engineer officer.

Mr. Gaspar's expertise lies in working with private, school and municipal clients to understand and meet their needs, while executing projects on time and within budget. He is intimately familiar with the state and local regulations as he sits on several code committees. He has work within every county of Virginia; however, a majority of his experience and work has been within the I-95 corridor from Prince William County through Caroline County. He has very familiar with the geologic make-up of the county as well as the surrounding counties.

PROJECT EXPERIENCE

Stafford County Elementary School #18, Stafford, VA – The development plan includes a three-story elementary school covering 118,968 sf. Additional facilities include an athletic field with a track and hard top, a baseball pitch, a playground, two entrances with a wall exhibit at the south entrance, associated utilities, two stormwater management facilities, pavement/parking areas and a bus depot. Mr. Gaspar is serving as the Principal Engineer that completed the geotechnical engineering services and is now providing senior technical management of the construction materials testing services.

Town of Warrenton Storage Buildings, Warrenton, VA – New construction includes one 50,000 sf single-story storage building, one 100,000 sf two-story storage building, both with basements, a fuel canopy area with associated utilities and pavement infrastructure. Additionally, a stormwater management facility is planned just north of the proposed buildings. As the Principal Engineer, Mr. Gaspar provided the technical oversight and final review of the geotechnical engineering services from subsurface exploration to geotechnical engineering report. This report provided recommendations to aid in the design and construction of the proposed foundations, site pavements and stormwater management facilities.

ADDITIONAL PROJECTS

Catlett Subdivision, Roadway and SWM, Fauquier County, VA
Stafford County High School #6, Stafford, VA
Stafford County Elementary School #19, Stafford, VA
King George County Courts, King George, VA

PAUL AGUTTER, PE | PRINCIPAL ENGINEER



PROFESSIONAL CREDENTIALS

Professional Engineer:
VA #0402038105, MD #30169,
WV #016552, DC #901699

SKILLS

Roadways
Utility Systems
Retaining Systems
Dams
Low and High Rise Structures
Stormwater Management Ponds

EDUCATION

Bachelor of Science, 1997, Civil
Engineering, State University of New
York at Buffalo

PROFESSIONAL PROFILE

Mr. Agutter is a Principal Engineer. He manages geotechnical projects, provides Principal review of geotechnical reports, oversight for construction materials testing related to the design and construction of low- and high-rise structures, roadways, utility systems, bridges, industrial structures, retaining systems, stormwater management ponds, dams and other types of structures.

Mr. Agutter has extensive project experience throughout the Commonwealth of Virginia and adjacent states and in a wide variety of geologic conditions, including the Coastal Plain, Piedmont, Triassic Basin and Ridge and Valley Physiographic Provinces. He provides services for both private and public sector clients, including local, county and state agencies.

PROJECT EXPERIENCE

City of Fairfax Fire Station #33, Fairfax City, VA – Mr. Agutter oversaw the geotechnical engineering and special inspections and materials testing for the new construction. Project consists of a new approximately 33,155 gross square-foot Type II-B three-story station and support spaces. The structure includes an interstitial/mezzanine non-occupied level for storage spaces, offices and conference room; and a fully occupied third level incorporating sleeping spaces, lockers, dining/recreation areas and restroom.

CyrusOne Vint Hill Phase 1, Fauquier County, VA – ECS completed a subsurface exploration, laboratory testing and engineering analysis for the proposed project. Mr. Agutter was the Principal Engineer throughout the geotechnical services. He provided his technical expertise and professional engineering. The purpose of this study was to provide geotechnical information for the design of building foundations, associated paved parking areas and drive lanes, site retaining walls, stormwater management facilities and associated underground utilities. The two-story structure will be 159,450 sf with 42,500 sf service yard.

17-66 Business Park Parcel 4, Marshall, VA – ECS completed a subsurface exploration, laboratory testing and engineering analysis at the site. The purpose of our study to provide preliminary information for consideration during preliminary site layout/design and construction feasibility. The project plans include three warehouse buildings/offices, four outdoor storage areas along with two SWM facilities. Additional sitework includes infrastructure and associated utilities.

ADDITIONAL PROJECTS

Fairfax County Park Authority Term Contract, Fairfax County, VA
Jefferson Fire Station Permanent Facility, Falls Church, VA

DOMINIC AGYEPONG, PE | PRINCIPAL ENGINEER



PROFESSIONAL CREDENTIALS

Professional Engineer:
VA #0402047410, DC #PE905578

SKILLS

Geotechnical Engineering
Excavation Support System Design
and Consolation
Dam Design and Evaluation
Retaining Wall Design
Transportation and Infrastructures
Construction Materials Testing

EDUCATION

Master of Science, 2008,
Geotechnical Engineering,
University of Maryland
Bachelor of Science, 2001, Civil
Engineer, Kwame Nkrumah
University of Science and Technology

PROFESSIONAL PROFILE

Mr. Agyepong serves as the Team Manager and Principal Engineer in the Manassas, Virginia office. His responsibilities include coordinating subsurface explorations, preparing geotechnical engineering analysis reports for a wide range of projects and managing construction materials testing services.

Mr. Agyepong has experience managing and executing a wide variety of subsurface exploration programs. These projects involved both in-situ and laboratory testing of soil and rock for the design and construction of new facilities and additions to existing structures. He has performed analyses for deep and shallow foundations, pavements, retaining wall design, slope stability and site seismic classification.

PROJECT EXPERIENCE

Jamison Farm Section 3, Warrenton, VA – The project site is located on the existing Jamison Farm which is off Route 29. The project consisted of the development of a residential community consisting of 42 single family homes with associated roadways and utility infrastructure, and various SWM facilities. The scope of services involved performing a subsurface exploration and provided geotechnical engineering recommendations for pavement design, subgrade preparation, earthwork operations, fill placement, building foundations, floor slab design and stormwater management facilities.

Piedmont Environmental Council, Warrenton, VA – The project consisted of the construction of a three-story office building. The new addition consisted of shallow concrete footings, cast-in-place concrete slab on grade, CMU walls and a combination of structural steel and wood framing. The project also included an underpinning system connecting the existing structure with the new addition.

Prince William County Public Schools Term Contract, Prince William County, VA – ECS currently holds a Term Contract to provide geotechnical engineering and materials testing services. The contract was initially awarded in 2014 and re-awarded in 2022 for five additional years. Mr. Agyepong has provided geotechnical explorations, engineering analysis, geotechnical reports and construction materials testing services. Some of the projects include Featherstone Elementary School, Ferlazzo Elementary School, Independent Hill Maintenance Facility and the Independent Hill Alternate Education School. Currently the team is working on Woodbridge Elementary School.

ADDITIONAL PROJECTS

City of Manassas Public Safety Facility, City of Manassas, VA

Prince William County Service Authority Term Contract, Prince William County (PWCSA), VA

ALIYAH LINATOC, EIT | PROJECT MANAGER

PROFESSIONAL CREDENTIALS

Engineer-IN-Training: VA
VDOT: Soils and Aggregate
Compaction Certification
ACI: Concrete
Radiation Safety for NUKE

SKILLS

Geotechnical Engineering
Construction Materials Testing
Project Management
CAD

EDUCATION

Bachelor of Science, 2017, Civil and
Environmental Engineering, Virginia
Polytechnic Institute and State
University

PROFESSIONAL PROFILE

Ms. Linatoc serves as a Project Manager for ECS Mid-Atlantic in the Fredericksburg, VA office. She is responsible for managing geotechnical field operations, including scheduling subcontractors and coordinating operations, managing construction observations and materials testing during land development and building construction phases to verify they comply with project drawings, specifications and local regulations. Ms. Linatoc has experience coordinating field personnel and adapting fieldwork to adverse conditions.

Ms. Linatoc's experience includes performing boring layouts, assisting with drill rig supervision and rig access issues, classifying soils, determining and/or performing appropriate laboratory tests and assisting with the preparation of geotechnical engineering reports and proposals.

PROJECT EXPERIENCE

Stafford County Elementary School #18, Fredericksburg, VA – Project Manager that coordinated and managed the geotechnical engineering services. The development plan includes a three-story elementary school covering 118,968 sf. Additional facilities include an athletic field with a track and hard top, baseball pitch, playground, two entrances with a wall exhibit at the south entrance, associated utilities, two SWM facilities, pavement/parking areas and a bus depot.

King George County Courts, King George County, VA – Ms. Linatoc is managing and coordinating the construction materials testing and Special Inspection services for the construction of a new two-story with lower level basement with 50,763 sf. The building is being constructed of reinforced concrete, shallow foundations, CMT block and structural steel. Other site improvements include the installation of underground utilities, concrete curbs and sidewalks; SWM areas, and asphalt and concrete paving.

DCA 63-615 Falmouth Street, Warrenton, Fauquier County, VA – This project includes the construction of a 245,850 sf single-story, high bay building with slab-on-grade as well as paved parking and drive lanes. Also planned is a stormwater management pond. Ms. Linatoc conducted a field investigation by coordinating the drilling operations and visually observing. Samples were collected and tested at our accredited laboratory. She consolidated the test results and other findings then prepared geotechnical engineering recommendations for the design team.

ADDITIONAL PROJECTS

Town of Warrenton Storage Buildings, Warrenton, VA
Catlett Subdivision, Roadway and SWM, Fauquier County, VA

SEAN HORIUCHI, EIT | STAFF PROJECT MANAGER

PROFESSIONAL CREDENTIALS

Professional Engineer: NC, SC, MI

SKILLS

Pressuremeter Testing
Global Positioning Systems
Pile Driving Analyzer Testing
Geotechnical Engineering
Construction Materials
Observations and Testing

EDUCATION

Bachelor of Science, 2022, Civil
Engineering Technology Minor
Engineering Management, Old
Dominion University

PROFESSIONAL PROFILE

Mr. Horiuchi serves as a Staff Project Manager for ECS Mid-Atlantic in the Fredericksburg, VA office. He is responsible for managing geotechnical field operations, including scheduling subcontractors and coordinating operations, managing construction observations and materials testing during land development and building construction phases to verify they comply with project drawings, specifications and local regulations. Mr. Horiuchi has experience coordinating field personnel and adapting fieldwork to adverse conditions.

He is also experienced with boring and test pit layouts by both conventional surveying and Global Positioning Systems (GPS), observation and classification of test pits and the performance of hand auger borings. Other field responsibilities consist of the operation of pressuremeter testing equipment during drilling operations, seismic testing, as well as Pile Driving Analyzer testing (PDA Testing). He is skilled with the installation and monitoring of geotechnical instrumentation such as inclinometers, tiltmeters, crack monitors and deformation monitoring using various surveying instruments and techniques.

PROJECT EXPERIENCE

St. John the Evangelist Parish Hall, Warrenton, VA – The proposed project involves the construction of a three-story parish office building, covering approximately 13,000 sf, along with associated parking and drive lanes. ECS has conducted subsurface exploration, laboratory testing and geotechnical engineering analyses to assess soil and groundwater conditions at the site. The purpose of this study was to develop engineering recommendations to support the design and construction of the building foundations and site pavements. Mr. Horiuchi managed and coordinate the geotechnical engineering services.

Sparta Fire Station, Mattaponi, VA – Mr. Horiuchi managed the subsurface exploration with the purpose of providing geotechnical information and to provide geotechnical related engineering recommendations to aid in the design and construction of the proposed building foundations and accompanying parking pavement. The proposed project will consist of an approximately 10,736 sf one-story, open bay fire station with a four vehicle garage bay. The project shall also include accompanying pavements areas.

ADDITIONAL PROJECTS

Cool Lawn Dairy Solar, Bealeton, VA
Fauquier High School Field, Warrenton, VA (Ongoing)
Kindercare Education Facility, Fredericksburg, VA

ETHAN MORIN, GIT | PROJECT MANAGER

PROFESSIONAL CREDENTIALS

Geologist-In-Training
 WACEL: Concrete, Soils
 APGNA: HAZMAT, Nuclear Gauge
 Safety
 VDOT: Asphalt
 ICC: Commercial Building Inspector

SKILLS

Construction Materials Testing
 Field Technician Mentoring and
 Coordination
 Field Observations
 Sampling and Testing of Soils
 Light Gage Steel Placement

EDUCATION

Bachelor of Science, 2004, Geology,
 Castleton State College
 Master of Science, 2008, Geology,
 South Dakota School of Mines and
 Technology

PROFESSIONAL PROFILE

Mr. Morin serves as a Construction Materials Project Manager for the Field Services Group in the Fredericksburg, VA office. Responsibilities include managing construction observations and materials testing during land development and building construction phases to verify that they are in compliance with project drawings, specifications and local regulations. He has experience coordinating field personnel and adapting fieldwork to adverse conditions. In addition to his responsibilities as a project manager, Mr. Morin previous field experience also allows him to assist on many ECS projects.

PROJECT EXPERIENCE

DCA 51 Sailfish B Warrenton Training Center, Warrenton, VA – The project consists of the construction of a modular data center and support spaces in a pre-engineered metal building on a new base pad, located on a highly secure government site. The work will include site prep, structural infrastructure, storm/erosion control, electrical and mechanical installation. We understand that the structural infrastructure will include a cast-in-place concrete shallow foundation and mat slab system supporting a pre-engineered metal superstructure. Mr. Morin managed the construction materials testing services and coordinated the field staff providing the observation and testing of erosion control and stormwater monitoring, earthwork/foundations, cast-in-place concrete, post-installed concrete anchors, structural steel and paving.

St. John the Evangelist Preschool, Warrenton, VA – The project included the construction of a new preschool as a two-story addition to the existing primary school structure. The preschool addition has 2,386 sf and constructed on cast-in-place concrete spread footing foundations. Associated site improvements included asphalt travel lanes and parking areas around the main school building and addition structures, underground utility infrastructure, building pad construction, light poles and curb and gutter/sidewalk concrete. Our scope of services included testing and observation of soil/stone/asphalt compaction, reinforcing steel, cast-in-place concrete/grout, foundation subgrade and structural steel connections.

ADDITIONAL PROJECTS

Chancellor High School, Fredericksburg, VA
 Spotsylvania Fire Station No. 3, Partlow, VA
 Spotsylvania County Judicial Center, Spotsylvania County, VA
 FVA Route 1 Improvements, Fredericksburg, VA
 Hot Water Distribution Repair, Quantico Marine Corps, VA

JAMES STEVENS | PROJECT MANAGER

PROFESSIONAL CREDENTIALS

WACEL: Concrete Level I, Soils Level I,
Fireproofing I
EDI EIFS Inspector
Nuclear Gauge Training
FACE Floor Flatness
APNGA Nuclear Gauge
OSHA 10 Hour Outreach Training
Program – Construction
DEQ Responsible Land Disturber
VDOT Concrete I

SKILLS

Construction Materials Testing
Mentoring and Coordinating Field
Technicians
Laboratory Testing

PROFESSIONAL PROFILE

Mr. Stevens has a wealth of experience as a project manager in the field services department. He brings a deep understanding of materials observation and testing to the forefront. Mr. Stevens expertise spans various aspects of construction materials, verifying projects meet the highest standards of quality and safety. Known for their meticulous attention to detail and strong leadership skills, he has successfully managed projects, delivering results that align with client expectations and industry benchmarks. His ability to navigate complex challenges and implement effective solutions makes them a valuable asset to any construction team. Project types include single and multi- family residential buildings, commercial and industrial buildings and facilities, retaining wall structures, high-rise buildings with multiple below-grade levels and residential land development.

PROJECT EXPERIENCE

VA State Police Area Office, Warrenton, VA – This project consists of construction of a new single story, 3,200 sf structure. Associated site work consists of the installation of a stormwater detention pond, asphalt parking lot, curb and gutter as well as sidewalks. Mr. Stevens managed the construction materials observation and testing services with a scope that encompassed earthwork/foundations, cast-in-place concrete, structural steel, wood framing, masonry and paving.

Stafford County High School #6, Stafford, VA – The development will have a three-story building, with over 290,000 sf of space. The project also includes the construction of a multi-purpose area for track and field events, baseball and softball fields, tennis courts and soccer fields complemented by a concessions building and a field house. Exterior site work will involve the installation of utilities, site concrete and asphalt paving. Mr. Steven is managing and coordinating the Construction Materials Testing and Special Inspection Services for this project.

Clevenger's Village Dam Inspection, Fauquier County, VA – Mr. Stevens managed the team that performed the visual observations of the dam including embankment, abutments, upstream and downstream slopes, downstream toe, outlet works and instrumentation. This dam was recently identified by Virginia Dam Safety as meeting the requirements for regulation under the Virginia Dam Safety Regulations.

ADDITIONAL PROJECTS

EX East Data Center, Warrenton, VA
King George County Courts King George, VA
Spotsylvania Judicial Center Addition, Spotsylvania County, VA

ANDREW WHITTAKER, EIT | STAFF PROJECT MANAGER

PROFESSIONAL CREDENTIALS

Engineer-In-Training: VA

SKILLS

Construction Materials
Observation and Testing

AutoCAD

HYRCAN

GIS

EDUCATION

Bachelor of Science, 2024, Civil
Engineering, Old Dominion University

PROFESSIONAL PROFILE

Mr. Whittaker serves as a Construction Materials Staff Project Manager for the Field Services Group in the Fredericksburg, VA office. Responsibilities include managing construction observations and materials testing during land development and building construction phases to verify that they are in compliance with project drawings, specifications and local regulations. His experience includes coordinating field personnel and adapting fieldwork to adverse conditions.

PROJECT EXPERIENCE

Culpeper Middle School Addition, Culpeper, VA – Involved in the planning and execution of structural additions to an existing middle school, encompassing three designated areas. The project required detailed analysis of structural building loading conditions, which included maximum column and wall loads tailored for each area. A topographic drawing and grading plan were referenced to align the project scope with existing conditions. Mr. Whittaker's responsibilities included coordinating with drilling crews for soil borings, conducting laboratory testing of soil samples and contributing to engineering analyses documented in a comprehensive site-specific engineering report.

Fredericksburg Christian School, Fredericksburg, VA – The Fredericksburg Christian School developed a capital improvements plan with projects including Upper School Renovations and Athletic Field Additions. These improvements include a baseball field, tennis courts, field house, batting cages, softball field and three additional sports fields. Mr. Whittaker managed the structural and materials observations for the proposed construction, including special inspection services for foundation observations.

Stafford County Elementary School #18, Stafford, VA – The development plan includes a three-story elementary school covering 118,968 sf. Additional facilities include an athletic field with a track and hard top, a baseball pitch, a playground, two entrances with a wall exhibit at the south entrance, associated utilities, two stormwater management facilities, pavement/parking areas and a bus depot. Mr. Whittaker is serving as the Project Manager that manages the day to day construction materials testing services and coordinates the field staff.

ADDITIONAL PROJECTS

Catlett Subdivision, Roadway and SWM, Fauquier County, VA

Stafford County Elementary School #19, Stafford, VA

Snow Creek Tech Campus, Fredericksburg, VA

DAVID WALLACE | STAFF PROJECT COORDINATOR

PROFESSIONAL CREDENTIALS

WACEL: Foundations, Soils, Concrete
ACI: Concrete Strength Testing
DEQ: Responsible Land Disturb
American Portable Nuclear Gauge
Association: Radiation Safety for
NUKE

SKILLS

Laboratory Testing
Construction Materials Testing

EDUCATION

Bachelor of Science, 1997,
Civil Engineering, Tri-State University,
Angola, IN

PROFESSIONAL PROFILE

Mr. Wallace is a Team Leader for the Fredericksburg, Virginia office of ECS Mid-Atlantic, LLC. His primary duties include management of technicians, scheduling operations, safety management and training, and equipment management. Mr. Wallace also communicates daily with technicians, project managers and general contractors about job progress. As the Team Leader is provides management of Specialty Technicians, scheduling specialty services operations, safety management and training (focused on elevated work and confined spaces) and specialty equipment management.

PROJECT EXPERIENCE

Fredericksburg Christian School, Fredericksburg, VA – The school developed a capital improvements plan with projects including Upper School Renovations and Athletic Field Additions. The subject property was developed with a new asphalt parking area. Proposed baseball field, tennis courts, field house, batting cages, softball field and three additional sports fields were included in the improvement plans. ECS provided structural and materials observations for the proposed construction, including special inspection services for foundation observations. Mr. Wallace aided with the coordination and management of these services.

Stafford County Elementary School #18, Stafford, VA – The development plan includes a three-story elementary school covering 118,968 sf. Additional facilities include an athletic field with a track and hard top, a baseball pitch, a playground, two entrances with a wall exhibit at the south entrance, associated utilities, two stormwater management facilities, pavement/parking areas and a bus depot. Mr. Wallace is assisting with the coordination and scheduling of the field staff conducting the construction materials testing services.

Stafford County High School #6, Stafford, VA – The development will have a three-story building, with over 290,000 sf of space. The project also includes the construction of a multi-purpose area for track and field events, baseball and softball fields, tennis courts and soccer fields complemented by a concessions building and a field house. Exterior site work will involve the installation of utilities, site concrete and asphalt paving. Mr. Wallace is assisting the Project Manager and Principal Engineer with the Construction Materials Testing and Special Inspection Services for this project.

ADDITIONAL PROJECTS

Stafford County Elementary School #19, Stafford, VA
Chick-fil-A #2116, Warrenton, VA
EX East Data Center Phase 2, Warrenton, VA

JOHN HORIUCHI - FIELD TECHNICIAN

Mr. Horiuchi serves as an Engineering Technician for the Construction Services Group in the Fredericksburg, VA office. He has been assigned projects of varying complexity including large warehouse buildings, residential mass grading and commercial projects. Mr. Horiuchi conducts testing, inspections and prepares reports for construction projects related to mass earthwork, cast-in-place concrete, shallow and deep foundations, soil stabilization with lime and cement, structural masonry.

Project Experience:

Westlake - Phase 1 (ABC), Stafford, VA
Lake Bottom Municipal Improvements,
Spotsylvania, VA
Stafford High School #6, Stafford, VA

Lick Run Waterline Extension,
Fredericksburg, VA
Spotsylvania Fire Station No. 3,
Spotsylvania, VA
Lillian Estates, Fredericksburg, VA

CERTIFICATIONS

Soils
Concrete
APNGA: Radiation
Safety of Nuke

REAGAN PERCHALSKI - FIELD TECHNICIAN

Mr. Perchalski serves as an Engineering Technician for the Construction Services Group in the Fredericksburg, VA office. He has been assigned projects of varying complexity including large warehouse buildings, residential mass grading and commercial projects. Mr. Perchalski conducts testing, inspections and prepares reports for construction projects related to mass earthwork, cast-in-place concrete, shallow and deep foundations, soil stabilization with lime and cement, structural masonry.

Project Experience:

Amazon DCA60, Stevensburg, VA
Amazon IAD450, Fredericksburg, VA
Royal Farms #253, Port Royal, VA

Mi Rancho – Aquia, VA
REC NEW POST 23111, Fredericksburg, VA
Chick-fil-A #2116, Warrenton, VA

CERTIFICATIONS

Soils
Concrete
APNGA: Radiation
Safety of Nuke

ZEAMARIE ANDERSEN - FIELD TECHNICIAN

Ms. Anderson serves as an Engineering Technician for the Construction Services Group in the Fredericksburg, VA office. She has been assigned projects of varying complexity including large warehouse buildings, residential mass grading and commercial projects. Ms. Anderson conducts testing, inspections and prepares reports for construction projects related to mass earthwork, cast-in-place concrete, shallow and deep foundations, soil stabilization with lime and cement, structural masonry.

Project Experience:

Amazon IAD350, Stafford County, VA
Stafford High School #6, Stafford, VA
Westlake - Phase 1 (ABC) , Stafford, VA

UMW - Repair/Replace Underground
Utility Phase III, Fredericksburg, VA
Amazon DCA60, Stevensburg, VA
Cowan Station, Fredericksburg, VA

CERTIFICATIONS

Soils
Concrete



Tab 5

Exceptions to RFP and Attachments

TAB 5: EXCEPTIONS TO RFP AND ATTACHMENTS



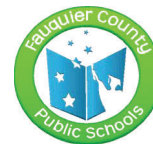
ECS has reviewed, intends to comply with and takes no exceptions to the contract terms and conditions or scope of work as delineated in the RFP. ECS does not anticipate any proposed deviation from the contractual terms.



DEPARTMENT OF FINANCE

Procurement Division

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



Phone (540) 422-8352

Fax (540) 422-8355

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

☐ Proposal/Bid contains Proprietary Information as listed in the table below

☒ Proposal/Bid contains NO Proprietary Information


Authorized Signature

William Gaspar, PE, FACI, LEED AP / Vice President, Branch Manager
Print or Type Name and Title

Section Title	Page Number	Reason(s) for Withholding from Disclosure
N/A		

Confidentiality References Protection in Accordance with the Code of Virginia, §2.2-4342F

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. §2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, §2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. §2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).



DEPARTMENT OF FINANCE

Procurement Division

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Warrenton, VA 20186-3037
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Phone (540) 422-8352

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is S-120821-6.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

ECS Mid-Atlantic, LLC

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

ECS Mid-Atlantic, LLC

Legal Name of Offeror/Bidder

2/4/25

Date



Authorized Signature

William Gaspar, PE, FACI, LEED AP / Vice President, Branch Manager

Print or Type Name and Title



DEPARTMENT OF FINANCE

Procurement Division
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Telephone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

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

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

OFFEROR STATEMENT

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

ECS Mid-Atlantic, LLC

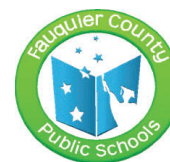
FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR



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



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

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

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

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

ECS Mid-Atlantic, LLC

Company Name

915 Maple Grove Drive, Suite 100, Fredericksburg, VA 22407

Company Address

William Gaspar, PE, FACI, LEED AP

Print Name of Authorized Representative



Authorized Representative Signature

25-065-C-S

On-Call Professional Services for Geotechnical Engineering

Contract # and Title

540.785.6100

Company Phone Number

Vice President/Branch Manager

Authorized Representative Title

2/4/25

Date

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

12-31-2025

NUMBER

0407004628

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION

PROFESSIONS: ARC, ENG



ECS-MID-ATLANTIC LLC
LEO J TITUS JR PE
14026 THUNDERBOLT PL
STE 300
CHANTILLY, VA 20151



Status can be verified at <http://www.dpor.virginia.gov>

Karen S. Selt
Karen S. Selt, Director

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

(DETACH HERE)

BOARD FOR APELSCIDLA
BUSINESS ENTITY REGISTRATION
NUMBER: 0407004628 EXPIRES: 12-31-2025
PROFESSIONS: ARC, ENG
ECS-MID-ATLANTIC LLC
LEO J TITUS JR PE
14026 THUNDERBOLT PL
STE 300
CHANTILLY, VA 20151



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

LICENSE PRIVILEGES AND INSTRUCTIONS

This license, certificate, or registration is issued to the individual or business named on the front of this document and is **NOT TRANSFERABLE**. Notify the Board of changes to name (individual, business, and/or trade), mailing address, or location.

The privileges of this license, certificate, or registration are hereby granted to the individual or business to operate in accordance with the terms of the license, certificate, or registration herein designated and the applicable statutes of the Commonwealth of Virginia and the regulations of the Board.

The privileges conferred by this license, certificate, or registration shall continue until the expiration date. However, the license, certificate, or registration may be suspended or revoked prior to expiration.

Information about our agency, boards, and programs can be found at <http://www.dpor.virginia.gov>. Any questions relative to the issuance, privileges and maintenance of your license, certificate, or registration should be addressed to the Board.

THIS DOCUMENT AND POCKET CARD CONTAIN SECURITY FEATURES. ALTERATION OF THIS DOCUMENT OR A POCKET CARD, USE AFTER EXPIRATION, OR USE BY ANOTHER INDIVIDUAL OR BUSINESS MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

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