



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

This Agreement is made and entered into this 20th day of June 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **WDP & Associates Consulting Engineers Inc.**, having its principal place of business at **10621 Gateway Blvd, Suite 200, Manassas, VA 20110**, 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.

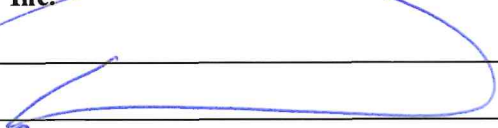
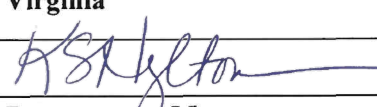
**COMPENSATION:** The Owner will pay, and the Firm will accept in full consideration for performance during the contract term pricing or fees for services as negotiated and attached.

**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 2/3/2025, 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.

	<b>WDP &amp; Associates Consulting Engineers Inc.</b>		<b>Fauquier County Government, a political subdivision of the Commonwealth of Virginia</b>
By:		By:	
Title:	Principal - Robert J. Niber, PE	Title:	Procurement Manager
Date:	6/18/2025	Date:	6/20/2025



**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 20th day of June 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **WDP & Associates Consulting Engineers Inc.**, having its principal place of business at 10621 Gateway Blvd., Suite 200, Manassas, VA 20110, 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.

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- (3) Firm's proposal dated 2/3/2025, all of which are incorporated herein;

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

	<b>WDP &amp; Associates Consulting Engineers Inc.</b>		<b>Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia</b>
<b>By:</b>		<b>By:</b>	
<b>Title:</b>	Principal - Robert J. Niben, PE	<b>Title:</b>	Procurement Manager
<b>Date:</b>	6/18/2025	<b>Date:</b>	6/20/2025



10621 Gateway Blvd., Suite 200  
Manassas, VA 20110-2055

T 703 257 9280  
[wdpa.com](http://wdpa.com)

May 22, 2025

Fauquier County Government & Public Schools  
Department of Finance – Procurement Division  
320 Hospital Drive, Suite 23  
Warrenton, Virginia 20186

Attention: Mr. Scott Bargas - Procurement Officer III

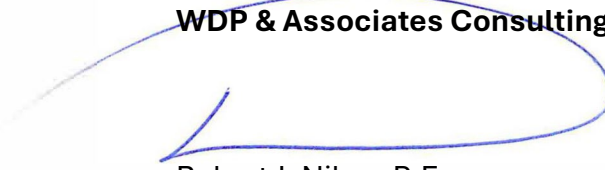
Subject: **Proposed Fee Schedule - Revised**  
On-Call Professional Services for Geotechnical Engineering  
**RFP #25-065-CS**

Dear Mr. Bargas:

In response to your letter dated May 22, 2025, **WDP & Associates Consulting Engineers, Inc. (WDP)** herein attaches our Best and Final Offer **revised proposed fee schedule** for the On-Call Professional Services for Geotechnical Engineering Contract (RFP #25-065-CS) for Geotechnical Engineering, Testing & Inspection Services. An overtime rate at 1.5 times unit rate applies for work performed on weekends and holidays, between the hours of 6:00 p.m. to 6:00 a.m., and for more than 8 hours on site per workday by WDP staff.

WDP appreciates your continued confidence in our firm. We look forward to continuing the long, successful relationship with Fauquier County Government & Public Schools. Should you have any questions, or require additional information, please contact me.

Respectfully submitted,  
**WDP & Associates Consulting Engineers, Inc.**



Robert J. Niber, P.E.  
Principal

Tele: (703) 257-9280 x 111  
Direct: (571) 292-9811  
Fax: (703) 257-7589  
Cell: (703) 856-7831  
Email: [RNiber@wdpa.com](mailto:RNiber@wdpa.com)

## Geotechnical Engineering, Testing & Inspection Services

<b><u>DESCRIPTIONS</u></b>	<b><u>HOURLY RATES</u></b>
1. Principal	\$ 225.00
2. Associate Principal/Senior Associate	\$ 195.00
3. Associate/Sr. Engineer	\$ 185.00
4. Project Engineer/Manager	\$ 140.00
5. Staff Engineer/Geologist	\$ 105.00
6. CADD Operator	\$ 105.00
7. Laboratory Manager	\$ 95.00
8. Laboratory Technician	\$ 60.00
9. Clerical Assistant	\$ 60.00
11. Steel Ultrasonic/Magnetic Particle Inspector	\$ 145.00
12. Welding/Structural Steel/Fireproofing Inspector	\$ 115.00
13. Construction Inspector	\$ 65.00
14. Construction Inspector – OT	\$ 95.00
15. Nuclear Density Gauge	\$ 35.00/day

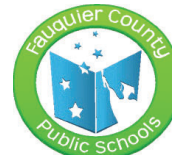
<b><u>LABORATORY TESTING</u></b>	<b><u>RATES</u></b>
1. Concrete Test Cylinder Compression (ASTM C-39)	\$ 15.00/each
2. Flexural Beam Strength (ASTM C-78)	\$ 150.00/each
3. Mortar Cube/Cylinder Compression (ASTM C-780)	\$ 35.00/each
4. Grout Prism Compression (ASTM C-1019)	\$ 45.00/each
5. CMU Tests (ASTM C-140)	\$ 750.00/each
6. CMU Masonry Prism Tests (ASTM C-1314)	\$ 1,500.00/each
7. Standard Proctor (ASTM D-698/VTM-1)	\$ 135.00/each
8. Modified Proctor (ASTM D-1557)	\$ 160.00/each
10. CBR Tests (VTM-8)	\$ 500.00/each
11. Atterberg Limits (ASTM D-4318)	\$ 95.00/each
12. Sieve Analysis (ASTM D-422)	\$ 95.00/each
with hydrometer analysis	\$ 180.00/each
14. Specific Gravity of Soils (ASTM D-854)	\$ 80.00/each
15. Moisture Content of Soils (ASTM D-2216)	\$ 15.00/each
16. Fireproofing Densities (ASTM E-605)	\$ 75.00/each
17. Bulk Specific Gravity – Asphalt Cores (ASTM D-2726)	\$ 85.00/each

<b><u>REIMBURSABLE COSTS</u></b>	
1. Subcontractor/Subconsultants Fees	Cost
2. Mileage	At current year GSA rate
3. Supplies, Other Expenses	Cost



# 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. <b>Workers' Compensation</b> 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. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence
—	6. <b>Garage Keeper's Legal Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. <b>Other Insurance:</b> Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured</b> (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. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

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

**WDP & Associates Consulting Engineers, Inc.**

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

**RETURN THIS PAGE**





**DEPARTMENT OF FINANCE**  
Procurement Division  
Fauquier County Government & Public Schools  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186-3037  
[procurement@fauquiercounty.gov](mailto:procurement@fauquiercounty.gov)



Phone (540) 422-8352

Fax (540) 422-8355

**CERTIFICATION OF NO CRIMES AGAINST CHILDREN**

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

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

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

WDP & Associates Consulting Engineers, Inc.

Company Name

10621 Gateway Blvd., Suite 200  
Manassas, VA 20110

Company Address

Robert Niber, PE

Print Name of Authorized Representative

Authorized Representative Signature

RFP # 25-065-CS - On Call Professional Services  
for Geotechnical Engineering

Contract # and Title

(703) 257-9280

Company Phone Number

Principal

Authorized Representative Title

February 3, 2025

Date

**RETURN THIS PAGE**



**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

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

**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.**

<b>Authorized Signature:</b>		<b>Date:</b>	
<b>Printed Name:</b>		<b>Title:</b>	

**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](http://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](mailto: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](mailto: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).

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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

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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. <b>Workers' Compensation</b> 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. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence
—	6. <b>Garage Keeper's Legal Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. <b>Other Insurance:</b> Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured</b> (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. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

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

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

Revised 4/8/2021, 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 2<sup>nd</sup> Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at [www.fauquiercounty.gov/government/departments/procurement](http://www.fauquiercounty.gov/government/departments/procurement).
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:**

<b>By:</b> <i>Scott Bargas</i>	<b>Title:</b> Procurement Officer III
<b>Printed Name:</b> Scott Bargas	<b>Date:</b> 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:**

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



# Fauquier County Government & Public Schools

## **On Call Professional Services for Geotechnical Engineering**

RFP # 25-065-CS

February 4, 2025



10621 Gateway Blvd., Suite 200  
Manassas, VA 20110-2055

T 703 257 9280

[wdpa.com](http://wdpa.com)

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10621 Gateway Boulevard  
Suite 200  
Manassas, VA 20110

T 703 257 9280  
[wdpa.com](http://wdpa.com)

FEBRUARY 4, 2025

FAUQUIER COUNTY GOVERNMENT & PUBLIC SCHOOLS  
PROCUREMENT DIVISION  
320 HOSPITAL DRIVE, SUITE 23  
WARRENTON, VA 20186

**ATTENTION:** MR. SCOTT BARGAS – PROCUREMENT OFFICER III

**SUBJECT:** ON-CALL PROFESSIONAL SERVICES FOR: GEOTECHNICAL ENGINEERING  
RFP # 25-065-CS

Dear Mr. Bargas,

WDP is pleased to submit our qualifications to Fauquier County Government & Public Schools for professional geotechnical engineering services in response to RFP #25-065-CS for On Call Professional Services for Geotechnical Engineering. WDP has provided geotechnical engineering and inspection and testing services to Fauquier County Government & Public Schools for over 30 years since the construction of Liberty High School. In addition to our term contract with Fauquier County Government & Public Schools for geotechnical engineering services since 2009, WDP has held multiple term contracts for similar services with Loudoun County Department of Transportation and Capital Improvements; Prince William County Facilities & Fleet Management, Parks, Recreation & Tourism, Department of Transportation; Prince William, Fairfax, Loudoun, and Stafford County Public Schools. Our longstanding relationship with these local clients is testimony to our commitment to providing quality services that consider the project-specific needs of our clients.

Mr. Robert Niber, PE, WDP Principal will be the primary point of contact and serve as senior project manager for all task orders under this contract. All services will be provided from our nearby Manassas headquarters, which houses our in-house materials testing laboratory.

As you review the enclosed materials, you may notice that WDP has adopted a new look. We have undergone a “brand refresh” to celebrate 30 years of creating lasting solutions as a firm. Our proposal templates, logo, and color scheme have been modernized to create a unique and consistent brand image. We look forward to sharing our refreshing new look, even as we continue to provide the same trusted solutions that clients have expected from us over the past thirty years.

We encourage you to contact our references for further information or testimonials of our expertise. We look forward to the opportunity to continue supporting the growth and success of Fauquier County. Should any questions arise regarding our qualifications, please do not hesitate to contact us.

Respectfully submitted,  
WDP

Robert J. Niber, PE  
Principal

## SECTION 6.3.1- SOLICITATION RESPONSE FORMS



*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.*

The following pages include:

Solicitation Response Form  
Addenda  
Proprietary Information  
SCC ID Form / Proof of Authority to Transact Business in Virginia  
Copy of Virginia DPOR License  
Insurance Checklist  
Certification of No Crimes Against Children







**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

<b>IFB/RFP Number:</b>	RFP 25-065-CS
<b>Title:</b>	On Call Professional Services for Geotechnical Engineering
<b>Date Issued:</b>	January 15, 2025
<b>Pre-Bid/Proposal</b>	n/a
<b>Deadline For Questions:</b>	January 23, 2025 5:00 p.m.
<b>Bid/Proposal Due Date:</b>	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:	WDP & Associates Consulting Engineers Inc.	Contact Name:	Robert Niber, PE
Mailing Address:	10621 Gateway Blvd, Suite 200, Manassas, VA 20110	Title:	Principal
Remit Address:	Same as mailing address above.	Phone:	(703) 856-7831
FEIN #:	54-1763349	Fax:	(571) 292-9842
VA SCC ID#*:	04492815	Email:	RNiber@wdpa.com

**II. Company Classification**

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

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

**IV. Check all that apply:**

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

**V. Addenda Receipt Confirmation:**

Addendum #: 1	<input checked="" type="checkbox"/>	Addendum #: 2	<input checked="" type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>	Addendum #:	<input type="checkbox"/>
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**VI. Signature and Agreement**

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

<b>Authorized Signature:</b>		<b>Date:</b>	February 3, 2025
<b>Printed Name:</b>	Robert Niber, PE	<b>Title:</b>	Principal

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

This Solicitation Response Form	<input checked="" type="checkbox"/>	SCC ID Form	<input checked="" type="checkbox"/>
Proposed Work Schedule	<input type="checkbox"/>	Copy of Virginia Contractor's License	<input checked="" type="checkbox"/>
Insurance Checklist Form	<input checked="" type="checkbox"/>	Copies of Fauquier County Business License	<input checked="" type="checkbox"/>
Contractor Data Sheet with References	<input type="checkbox"/>	Town of Warrenton Business License	<input type="checkbox"/>
Other: Proprietary Information	<input checked="" type="checkbox"/>	Other: Exceptions	<input checked="" type="checkbox"/>

# 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.

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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:**

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

**ACKNOWLEDGEMENT:**



---

Authorized Signature

**Robert Niber, PE - Principal**

---

Print or Type Name and Title

# 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:**

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

**ACKNOWLEDGEMENT:**



---

Authorized Signature

**Robert Niber, PE - Principal**

---

Print or Type Name and Title



## DEPARTMENT OF FINANCE

### Procurement Division

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

[procurement@fauquiercounty.gov](mailto: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

Robert Niber, PE

Print or Type Name and Title

Section Title	Page Number	Reason(s) for Withholding from Disclosure
6.3.3. Background & Experience	8-12	With consideration and respect for the privacy of our clients'
		contact information, we request that the contact information
		listed in References be considered proprietary and only
		available to Fauquier County Government and Public
		Schools in this evaluation of our proposal.

### **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**



## DEPARTMENT OF FINANCE

### Procurement Division

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

[procurement@fauquiercounty.gov](mailto:procurement@fauquiercounty.gov)



Phone (540) 422-8352

Fax (540) 422-8355

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 04492815.
- 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.**

WDP & Associates Consulting Engineers, Inc.

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

WDP & Associates Consulting Engineers, Inc.

Legal Name of Offeror/Bidder

February 3, 2025

Date

  
Authorized Signature

Robert Niber, PE - Principal

Print or Type Name and Title

**RETURN THIS PAGE**



# 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

0407006339

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

PROFESSIONS: ENG



WDP & ASSOCIATES CONSULTING ENGINEERS, INC.  
10621 GATEWAY BLVD  
SUITE 200  
MANASSAS, VA 20110



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

*Bauman*  
Brian F. Wolford, 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 APPLSCIDLA  
BUSINESS ENTITY REGISTRATION

NUMBER: 0407006339 EXPIRES: 12-31-2025

PROFESSIONS: ENG

WDP & ASSOCIATES CONSULTING ENGINEERS, INC.  
10621 GATEWAY BLVD  
SUITE 200  
MANASSAS, VA 20110



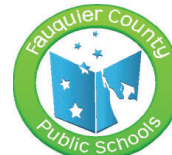
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VOID



# 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. <b>Workers' Compensation</b> 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. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence
—	6. <b>Garage Keeper's Legal Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. <b>Other Insurance:</b> Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured</b> (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. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

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

**WDP & Associates Consulting Engineers, Inc.**

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

**RETURN THIS PAGE**



**DEPARTMENT OF FINANCE**  
Procurement Division  
Fauquier County Government & Public Schools  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186-3037  
[procurement@fauquiercounty.gov](mailto:procurement@fauquiercounty.gov)



Phone (540) 422-8352

Fax (540) 422-8355

**CERTIFICATION OF NO CRIMES AGAINST CHILDREN**

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

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

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

WDP & Associates Consulting Engineers, Inc.

Company Name

10621 Gateway Blvd., Suite 200  
Manassas, VA 20110

Company Address

Robert Niber, PE

Print Name of Authorized Representative

Authorized Representative Signature

RFP # 25-065-CS - On Call Professional Services  
for Geotechnical Engineering

Contract # and Title

(703) 257-9280

Company Phone Number

Principal

Authorized Representative Title

February 3, 2025

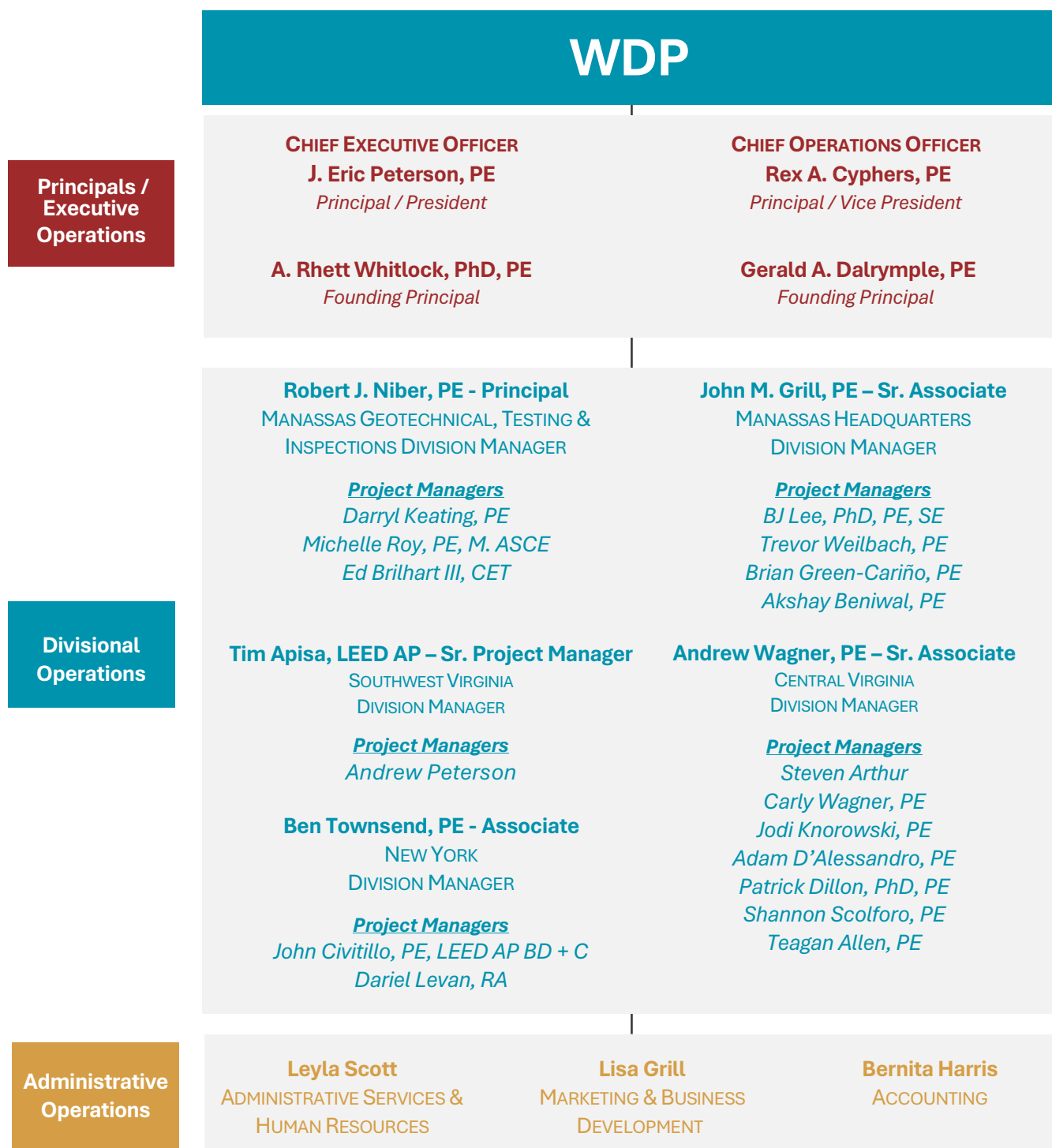
Date

**RETURN THIS PAGE**

## 6.3.2. LOCATION OF WDP'S HEADQUARTERS

RFP: 6.3.2. Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, email address; and any other pertinent information relative to the size and organizational structure of the company.

### Organizational Structure



## 6.3.2. LOCATION OF WDP'S HEADQUARTERS

Our headquarters are local, based in Manassas VA, which is the primary location where the work will be performed. We have over 60 full-time staff in our combined Virginia offices and satellite locations available to support projects assigned under this term contract. Over the course of completing task orders for our local government and K-12 term contracts, we have placed a high priority on ensuring that the expertise and resources of our other offices are made available as necessary to facilitate responses to the client's project needs in a timely and technically sound manner. [\(Re: RFP - Section 6.3.2\)](#)

Rob Niber is our Manassas Geotechnical Engineering and Testing & Inspections Division Manager. He will be the project manager and primary point of contact for this contract. His contact information is provided below. [\(Re: RFP - Section 6.3.2\)](#)

Office	Address	Contract Role	Division Manager
Headquarters	10621 Gateway Blvd. Suite 200 Manassas, VA 20110	Office Serving Contract	Rob Niber, PE phone: (703) 856-7831 fax: (571) 292-9842 <a href="mailto:Rniber@wdpa.com">Rniber@wdpa.com</a>

### WDP Staff Matrix

Discipline	WDP Total Staff	HQ & Local Office Manassas, VA Staff	Charlottesville, VA Staff	Blacksburg, VA Staff	New York, NY Staff	Myrtle Beach, SC Staff
Licensed Geotechnical Engineers	3	3				
Licensed Structural / Civil Engineers	21	9	9		2	1
Engineers-in-Training/ Degreed Engineers	10	5	2	2	1	
Licensed Architects	1				1	
Unlicensed Architects	6	3	1	1	1	
Project Managers	3		1	2		
Certified Engineering Technicians/Inspectors	9	9				
Engineering Intern	1		1			
CADD Operators	2	2				
Administrative	9	8	1			
<b>TOTAL</b>	<b>65</b>	<b>39</b>	<b>15</b>	<b>5</b>	<b>5</b>	<b>1</b>

### 6.3.3. BACKGROUND & EXPERIENCE

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.

## Previous Experience

Since our founding in 1995, WDP has provided professional engineering services throughout Fauquier County, as well as other neighboring cities and counties in the state for over 30 years. The following is a list of our experience providing services relevant to this contract throughout Fauquier County. *(Re: RFP - Section 6.3.3.)*

### Fauquier County Government & Public Schools

*Projects over the last 10 years:*

- Brookside Parkway and Aiken Drive Extension
- Catlett Calverton Wastewater Treatment Plant Construction
- Cedar Lee Middle School Additions & Renovations
- CM Crockett Park - Docks Renovation
- CM Crockett Park - Fishing Pier Pile Design
- Falcon Ridge Court & Peregrine Way Asphalt Investigation
- Fauquier County Public Schools Bleacher Assessment
- Fauquier Warrenton Airport Road Assessment
- Larry Weeks Community Pool
- Marshall Main Street Revitalization
- New Consolidated Middle School (Taylor & Warrenton Middle School)
- Proposed Warrenton MS - Entrance Renovations
- Riverside Preserve Access Road
- Taylor Middle School Additions & Renovations
- Taylor MS Geotech Investigation
- Vint Hill Public Street Network
- Warrenton Juvenile and Domestic Relations District Court Building
- Warrenton MS Baseball Field Sports Lighting
- Warrenton Training Center Radio Tower

## Subconsultant Services – Geotechnical Driller



### WDP Teaming Partner for 20+ years.

Located in Frederick, Maryland, **Free State Drilling (FSD)** has provided the highest quality drilling and related services for geotechnical, groundwater investigations and redemption since 1999. *(Re: RFP - Section 6.3.3.)*

With FSD's equipment and personnel, they can perform hollow stem auger, mud rotary, and rock core drilling methodology. FSD can also provide advice on technical problems or aspects of difficult drilling work. *(Re: RFP - Section 6.3.3.)*



### 6.3.3. BACKGROUND & EXPERIENCE

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).

#### Relevant Experience

##### C.M. Crockett Park Fishing Pier Pile Design

##### Midland, VA

The project involved the replacement of a damaged fishing pier with a new, pre-manufactured fishing dock. The scope of work included producing design drawings for the demolition of existing concrete abutment, new piles to support the new dock, and the new concrete abutment for anchoring the dock. (Re: RFP - Section 6.3.3.)



A geotechnical investigation was performed and included four test borings located within the lake in the vicinity of the proposed pier location. Test borings were accomplished with a drill rig positioned on a temporary barge within the lake. (Re: RFP - Section 6.3.3.)

WDP provided geotechnical design parameters for the pier foundation design and the pier shoreline abutment to be utilized by the project Structural Engineer of Record during structural design. (Re: RFP - Section 6.3.3.)

##### Taylor MS Additions & Renovations

##### Warrenton, VA

WDP assisted with the Taylor Middle School – Additions and Renovations project in 2023 and 2024. This project includes the design and construction of two new building additions and associated site improvements (such as parking lots, drive lanes, stormwater management facilities, retaining walls, grading activities, and a new court). (Re: RFP - Section 6.3.3.)

WDP conducted two geotechnical investigations – one preliminary, one final – including geotechnical exploration, laboratory testing, and one final report with site preparation recommendations, construction considerations, and design recommendations based on data from both field investigations. The preliminary geotechnical investigation consisted of a test boring field exploration to provide general site soil characteristics and preliminary design recommendations based on a proposed study area provided by the AE firm. The final geotechnical investigation consisted of a second test boring field exploration to more reliably and confidently characterize subsurface soils in the vicinity of proposed retaining walls, StormTech facility, and pavements as indicated on the 95% design plans provided. **Free State Drilling provided geotechnical drilling services for this project.** (Re: RFP - Section 6.3.3.)

### 6.3.3. BACKGROUND & EXPERIENCE

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.

#### Croson Lane Widening Ashburn, VA

Located on the southeastern side of Loudoun County, the Croson Lane (Route 645) Widening project includes the design and construction of an existing two-lane roadway to a four-lane secondary roadway. The work encompassed approximately 7,000 to 7,500 feet of roadway. (Re: RFP - Section 6.3.3.)

WDP conducted a geotechnical investigation including geotechnical exploration, laboratory testing, and a report with pavement analysis and design recommendations. Phase I of the geotechnical investigation consisted of geotechnical test borings and pavement cores to provide pavement design parameters in a preliminary report. Phase II will consist of geotechnical test borings to provide parameters and recommendations for proposed SWM/BMP facilities and traffic signals. The Phase II scope will also include a report revision to develop the final geotechnical report for the project. **Free State Drilling provided geotechnical drilling services for this project.** (Re: RFP - Section 6.3.3.)



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

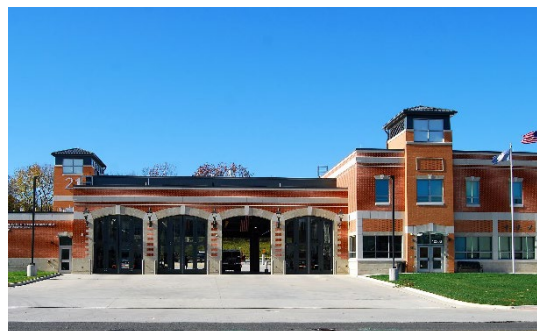
WDP provided geotechnical consulting, third-party special inspections, and materials testing services on the new four-story 72,000 SF facility and the Auxiliary Building will provide approximately 23,600 gross square feet. It includes a mechanical penthouse; a new three-story Auxiliary Building for evidence processing, a motorcycle unit, a fitness area, and storage with one connecting bridge.

The facility will consist of a new two-story parking garage with one level partially below grade, a new service yard, an impound lot, and perimeter security walls and fences and access control gates. The parking garage and surface parking will provide secure parking for approximately 151 vehicles, and public parking for approximately 37 vehicles. (Re: RFP - Section 6.3.3.)



#### City of Manassas Fire & Rescue Station #21 Manassas, VA

WDP is currently providing geotechnical engineering consulting and special inspections and materials testing services on the new 20,839 SF fire and rescue facility on Dumfries Road. The new fire station provides accommodations and operational needs which include bunk rooms, a day room, kitchen, restrooms/locker rooms, a training room, office spaces, and a 4-door apparatus bay with enough space for gear and shop storage. Site elements include concrete and asphalt pavements, utilities, a dumpster and generator, a training tower, and Dumfries Road improvements. (Re: RFP - Section 6.3.3.)



### 6.3.3. BACKGROUND & EXPERIENCE

*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.*

WDP provided a preliminary geotechnical investigation to assist with property constraint assessment and pre-purchase due diligence as well as preliminary building and site planning considerations for the construction of a new fire and rescue station with miscellaneous parking, associated utilities, and SWM/BMP facilities. Backhoe test pits were excavated, soil samples were tested at WDP's laboratory, and geotechnical evaluation and analysis were performed. Based upon WDP's geotechnical due diligence services, the City of Manassas was able to make a better informed decision regarding land purchase and eventual development. *(Re: RFP - Section 6.3.3.)*

#### **LCPS Pavement Assessments, Repair Design, and Maintenance & Life Cycle Cost Analysis Various Locations, VA**

WDP executed three asphalt pavement assessments/evaluations as part of a nearly 100 school inventory of existing asphalt pavement assessments and maintenance efforts estimated to occur over the next five years. The three asphalt pavement assessments were performed for Middleburg Community Charter School, Aldie Elementary School, and Heritage High School. *(Re: RFP - Section 6.3.3.)*

The pavement assessments involved test borings, pavement cores, and lab testing and analysis to refine past Loudoun County Public School (LCPS) approaches to asphalt pavement repairs. WDP's efforts saved considerable money while providing LCPS with the desired future pavement service life. During asphalt pavement milling/remedial stabilization repairs and asphalt resurfacing, WDP provided engineering oversight and field evaluations, including surface asphalt placement monitoring for proper thickness and compacted density. **Free State Drilling provided geotechnical drilling services for this project.** *(Re: RFP - Section 6.3.3.)*



### 6.3.3. BACKGROUND & EXPERIENCE

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).

#### Term Contract Experience

Like our open-end contract history with Fauquier County, WDP has maintained partnerships with our term contract clients through multiple recompete awards. The following table shows term contracts either directly for or including geotechnical services relevant to this contract. (Re: RFP - Section 6.3.3.)

Agency	Contract	Since:
Fauquier County Government & Public Schools	Geotechnical Services	2009 (Exp. 11/24)
	A/E Services, Structural Engineering	2009 (Multiple contracts)
	A/E Roof Consulting	2009 (Multiple contracts)
Fairfax County Public Schools	Construction Testing and Inspection Services, Capital Improvement Projects	2017
Loudoun County – Dept. of Transportation & Capital Infrastructure (DTCI)	Geotechnical & Soil Scientist Services	2020
Loudoun County Public Schools	Geotechnical & Construction Testing Services	2013
Prince William County Schools	Geotechnical Engineering and Testing & Inspection Services	2005 (Multiple contracts)
Prince William County Government, Facilities & Fleet Management	On-Call Architectural Engineering, Construction, Geotechnical, and Commissioning Services for Capital Projects	2024
Prince William County Government, Department of Public Works	Building Design Services – Structural Engineering and Geotechnical Services	2008 – 2023 (Multiple contracts)
Prince William County Government, Department of Transportation	Engineering, Design, Construction Administration/ Management Services - Geotechnical Services	Since 2017
Stafford County Public Schools	Architectural/Engineering Services	2013 (Multiple contracts)
Stafford County	Construction Engineering Inspection Services	2022
Virginia Community College Systems (VCCS)	Term Contract for Engineering Services	2018
Virginia Tech	A/E Services for Building Envelope Investigation, Analysis & Design Services	2004



### 6.3.3. BACKGROUND & EXPERIENCE

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).

## References

Below are a few long-term clients who serve as references and can attest to our quality of services. Corresponding reference letters for the first two references, as well as a supplemental third letter, follow in the next few pages. (Re: RFP - Section 6.3.3.)

#### Reference #1

**Client:** Loudoun County Public Schools

**Address:** 960 Sycolin Rd SE, Suite 110, Leesburg, VA 20175

**Contact Person:** Mr. Greg Barnes, PE, LS – Civil Engineering Coordinator

**Email Address:** [greg.barnes@lcps.org](mailto:greg.barnes@lcps.org)

**Phone:** 571 528 7709

**Contract:** Geotechnical & Construction Testing Services (Re: RFP - Section 6.3.3)

#### Reference #2

**Client:** Prince William County Schools

**Address:** 14800 Joplin Rd., Building 51, Manassas, VA 20112

**Contact Person:** Shelly Clayborn

**Email Address:** [claybomw@pwcs.edu](mailto:claybomw@pwcs.edu)

**Phone:** 703 791 8717

**Fax:** 703 791 8966

**Contract:** Geotechnical Engineering and Testing & Inspection Services (Re: RFP - Section 6.3.3)

#### Reference #3

**Client:** City of Manassas Public Works & Utilities

**Address:** 8500 Public Works Dr., Manassas, VA 20110

**Contact Person:** Tim Fitzwater – Building & Grounds Superintendent

**Email Address:** [tfitzwater@ci.manassas.va.us](mailto:tfitzwater@ci.manassas.va.us)

**Phone:** 571 436 0750

**Projects:** Manassas Museum Addition, Fire & Rescue Station #21, Public Safety Facility (Re: RFP - Section 6.3.3)

### 6.3.3. BACKGROUND & EXPERIENCE

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.



Joseph Pascarelli  
Director

#### LOUDOUN COUNTY PUBLIC SCHOOLS

##### DIVISION OF CONSTRUCTION SERVICES

960 Sycolin Road S.E., Suite 110

Leesburg VA, 20175

(571) 252-1161

June 8, 2023

WDP & Associates Consulting Engineers  
10621 Gateway Blvd, Suite 200  
Manassas, VA 200110

RE: Letter of Recommendation for WDP and Associates

To Whom It May Concern,

I am writing to express my sincere appreciation for the work that WDP has done for Loudoun County Public Schools (LCPS) in the little over three years that I have been employed in the Division of Construction Services. During this period, WDP has completed several projects for me from geotechnical investigations and reports to construction testing and inspection and have distinguished themselves as a go to firm. WDP was one of our on-call Geotech Consultants when I started working for LCPS in May of 2020, and has just recently again won our on-call geotechnical engineering and testing and inspection services contract, finishing first among several competitors.

In my time at LCPS, I've come to greatly rely on the WDP folks for geotechnical engineering and testing needs. Rob Niber's approach to managing projects and attention to detail is second to none. In addition to Rob, I've worked with several WDP staff (Michelle Mittel, Michele Hagerman, and Ed Brillhart) who, like Rob, understand the challenges and time constraints associated with school related projects. These folks are extremely responsive to client needs and consistently show a willingness to go the extra mile in order to achieve results.

This fact has been demonstrated on several occasions. Most notably, LCPS recently required construction testing and inspection services on very short notice in order to complete a school project in advance of a high profile 75<sup>th</sup> anniversary celebration. After a brief phone call with Rob, we were able to develop a plan to provide the needed work. Within minutes of hanging up, we got notice that WDP personnel would be onsite first thing the next morning. Rob and his team consistently deliver a quality product, on time, and at a very affordable price. As a geotechnical engineering and testing and inspection firm that can deliver results, I recommend WDP highly and without reserve.

Respectfully Submitted,



Gregory L. Barnes, P.E., L.S.  
Civil Engineering Coordinator  
Loudoun County Public Schools



### 6.3.3. BACKGROUND & EXPERIENCE

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).



Prince William County Schools  
P.O. Box 389  
Manassas, Virginia 20108  
703-791-8717  
[claybornw@pwcs.edu](mailto:claybornw@pwcs.edu)

January 29, 2025

To Whom It May Concern:

I am writing to provide a reference for WDP & Associates. Prince William County Schools has had the pleasure of working with WDP on many projects over the past 20+ years. We have consistently been impressed with their professionalism, expertise and commitment to quality.

WDP has demonstrated exceptional proficiency in geotechnical engineering, providing thorough and accurate site assessments that have been crucial to the overall success of our school projects. Their team of engineers and technicians is highly knowledgeable and skilled.

In addition to their geotechnical services, WDP has been a reliable partner in construction materials testing and inspection services. They have a comprehensive understanding of industry regulations, and their testing procedures have helped us maintain the highest levels of safety and quality during construction. Their inspection reports are thorough and reliable, helping to document critical information needed to make informed decisions.

WDP is always responsive to our needs and collaborate effectively with us, the contractors, and other team members for effective, long-term solutions.

WDP is an invaluable partner on our projects, and I would recommend them for any geotechnical engineering and construction materials testing and inspection service. Their expertise, reliability, and commitment to excellence make them a top choice firm.

Sincerely,

  
Shelly Clayborn  
Design and Construction  
Facilities Department

---

SHELLY CLAYBORN  
Facilities Department/New Construction  
P.O. Box 389, Manassas, VA 20108 • [www.pwcs.edu](http://www.pwcs.edu)

### 6.3.3. BACKGROUND & EXPERIENCE

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.



June 10, 2020

**RE: Letter of Reference for WDP & Associates Consulting Engineers, Inc.**

**To Whom It May Concern:**

It is my pleasure to write this letter of reference on behalf of WDP and Associates. Downey & Scott has worked directly with WDP as the Geotechnical, materials testing and special inspections engineer hired by the Owner we are representing and have always found their services and assessments to be superior.

WDP has recently provided Geotechnical, materials testing and inspections for a number of projects within the local region where they worked directly with D&S serving as the project manager during design and construction phases. Their familiarity with the local soils and their knowledge of cost effective solutions to manage the marginal soils in this region, have proven time and again to save projects from costly overruns. They have been responsive, articulate, innovative problem-solvers always with the Owner's best interest in mind.

A short list of some of the projects we have successfully served on the same team together include:

Freestate Farms Composting Facility – Manassas, PW County, VA  
Orlean VFD Station 11 – Orlean, Fauquier County, VA  
City of Manassas Fire & Rescue Station 21 – City of Manassas, VA  
Vint Hill Public Street Network, Phase 1 and 2 – Fauquier County, VA  
Rappahannock Regional Jail Modifications/Renovations – Stafford County, VA  
Columbia Gas Facility – Fauquier County, VA

We have worked alongside WDP on projects including churches, fire departments, schools, jails, water parks, stadiums, office buildings, medical facilities, and public and private roads. We highly recommend WDP for Geotechnical & materials testing services and the added value their expertise brings to a project.

Most Sincerely,



Timothy Harms, CCM  
Managing Principal  
DOWNEY & SCOTT, CMS

| Cost Estimating | Value Engineering & Life Cycle Cost Analysis | Program & Project Management |

## 6.3.4. APPROACH & METHODOLOGY

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.

### Geotechnical Services Work Plan through Construction

WDP has comprehensive capabilities to provide geotechnical engineering services on projects throughout the entire life cycle—from condition assessment and preliminary/feasibility study, through final design support, to construction inspection/testing services through completion. (Re: RFP - Section 6.3.4.)

#### Project Identification

At the introduction of any geotechnical engineering or testing project, we listen to the needs, concerns, and special considerations the client may have. These may include unique site layout or building geometries, structural loading and service conditions, access limitations, or other restrictions, schedules, and budgets. Once we understand specific client needs, we are able to avoid mistakes, miscommunications, and ultimately poor-quality work. This initial project identification often sets the foundation for task order proposal preparation and submittal that identifies scope of work and fee. (Re: RFP - Section 6.3.4.)

#### Document Review

If available, WDP personnel review preliminary project information including drawings, specifications, or prior geotechnical studies by others are reviewed by WDP personnel, if available. The document review phase assists us in developing each project's specific scope, whether it is a design-phase geotechnical engineering investigation or construction-phase materials engineering/testing services. Documents available for review may also include geological mapping, aerial photograph surveys, GIS information through local county websites, and especially important, previous WDP projects within proximity or of similar nature. (Re: RFP - Section 6.3.4.)

#### Reconnaissance Site Visit

Concurrent with or shortly after the document reviews, we perform an initial site reconnaissance visit with the client present. This is particularly important when reviewing potential site candidates for a new project, access restrictions and/or limitations, or work to an existing facility. Photographs are typically taken, and sometimes even minor investigative procedures are performed to assess any concealed project conditions. During this initial site reconnaissance visit, special project needs or concerns are further identified. The site visit is a critical step in tailoring the scope of work to address project needs. (Re: RFP - Section 6.3.4.)

#### Geotech Field Exploration & Characterization

Depending on the specific project needs, the geotechnical investigation will generally include, but may not be limited to the following:

- Test borings or test pits
- Rock coring
- Hand-auger borings/DCP tests
- Flat-plate dilatometer soundings
- Pressure meter testing
- Cone penetration testing
- Groundwater observation wells
- Geophysical surveys

After the site investigation data is compiled, laboratory testing of subsurface materials and geotechnical analyses with design parameter recommendations and construction considerations are conducted. (Re: RFP - Section 6.3.4.)

## 6.3.4. APPROACH & METHODOLOGY

*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.*

### Lab Testing and Evaluation

Laboratory testing and evaluation of recovered samples and construction materials is an essential part of a project. Laboratory testing is necessary to provide accurate geotechnical engineering analysis information, recommended design criteria, and laboratory soils classification. In construction, laboratory testing is required to determine if project plan requirements and specifications are being followed. These tests may consist of ASTM, AASHTO, or VTM standard test procedures, which require specialized preparation and careful execution. Our qualified engineering staff are supported by a well-equipped, in-house, materials testing laboratory inspected by the Cement and Concrete Reference Laboratory (CCRL) and accredited by AASHTO Materials Reference Laboratory (AMRL) and WACEL. *(Re: RFP - Section 6.3.4.)*

### Analysis & Reports

Based upon the findings of our field explorations, document reviews, site visits, laboratory testing and evaluations, as well as information from our clients, a detailed geotechnical or materials engineering analysis is performed, and a written report is prepared. Reports present our observations and findings as well as conclusions and appropriate design recommendations tailored to the project's feasibility and/or specific needs. WDP's commitment to providing cost-effective, practical engineering solutions that best fit our clients' short and long-term objectives is inherent to the quality of service we provide. *(Re: RFP - Section 6.3.4.)*

### Assist with Project Plans & Specifications

After presenting our geotechnical engineering report and design recommendations to the client and design A/E team, and obtaining geotechnical report review approval from the County, we often assist with plan and specification reviews as well as bid document development. Through this phase, we are able to verify that our recommendations have been incorporated within the contract documents and allows us to suggest revisions to specification language to avoid errors, incorrect or inappropriate test methods, inconsistencies and ambiguous language. Where site work challenges are present, such as existing fill, shrink-swell soils, or shallow rock, WDP can assist with bid quantities and bid documents, working closely with the client and overall A/E team planning, design, and construction group to assure quality bid documents. *(Re: RFP - Section 6.3.4.)*

### Assist with Bid Document Quantities

We are staffed to provide any level of assistance required in pre-qualifying contractors or attending and presiding over pre-bid conferences. Our assistance allows contractor questions regarding the geotechnical recommendations or site work challenges to be discussed and thus minimizes inaccurate interpretations or assumptions of the geotechnical report and its findings or specifications. Our attendance and proactive involvement at pre-construction meetings assures proper implementation of geotechnical recommendations, project specifications and, most importantly, makes all aware of Owner requirements and expectations. *(Re: RFP - Section 6.3.4.)*

## 6.3.4. APPROACH & METHODOLOGY

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.

### Construction Inspection & Testing – Project Deficiency Field Communication

Deficiency communication is vital to the WDP construction inspection and testing services process. We are proactive in our communications and ensure that the Construction Manager/General Contractor representative and, if possible, the County representative, are informed in person at the site of the deficiency so that the problem is clearly explained and understood by all. *(Re: RFP - Section 6.3.4.)*

WDP uses mobile applications (Microsoft Teams, FaceTime, etc.) on-site to view potential problems in real-time and provide recommendations to keep the project moving forward and to minimize delays in construction.

We recognize the importance of a collaborative approach to our services, and we have a long history of working through the challenges of streamlining processes and communication to help coordinate and manage quality construction. Our partnering approach to quality control and quality assurance includes extensive reporting to keep owners and project team members up to date with the project progression. Unforeseen conditions and nonconformance/deficiencies are dealt with more rapidly, with a focus on innovative solutions, maintaining budget, and informing the owner at each step, which allows for collaborative decision-making. *(Re: RFP - Section 6.3.4.)*

		Fauquier County Special Inspections DEFICIENCY LIST – September 28, 2023 WDP Project No. 19248-T					
PROJECT NAME: Cedar Lee MS – Additions & Renovations				RDPR (SER/AR/GER/MER): John Ireland (Fox & Assoc.)			
Project Address: 11138 Marsh Road, Bealeton, VA				The SIER: Rob Niber, P.E. – WDP			
Building Permit No.: BLDC-21-016742				CONTRACTOR: Taft Construction (Taft)			
DEFICIENCY					CORRECTION		
Item No.	Date	Inspector's Initial	Description	Responsible Party	Action Taken By Responsible Party	Date	Inspector's Initial
1	11/23/21 & 11/24/21	KD (WDP)	GC elected to drill and epoxy dowels at front add'n area, Grid A20 to A16, and A16 to A21 with no AE/SER approved detail to follow or use for inspection.	Taft	GC to submit as-built drilled/epoxied dowels specific depths, conditions, and locations to AE/SER for approval. Closed Per RFI 33 response	1/6/22 and 1/13/22	CLOSED
2	11/30 thru 12/3/21	CR/KD/LW (WDP)	Foundations constructed within front building addition without AE-approved anchor bolt drawings and concrete placed.	Taft	GC to submit as-built installed anchor bolt specific type, depths, conditions, and locations to AE/SER for review/approval or remedial directive. 6/1/22 Update - Per RFI 79 response, this issue is now closed.	6/1/22	CLOSED

WDP maintains and distributes the Deficiency List on a weekly basis to all parties. The Deficiency List is detailed and clearly states the deficiency. The list can only be edited by WDP's Project Manager. All items on the Deficiency List must be re-inspected or reviewed by the Registered Design Professional (RDP). Our proactive discussions result in timely receipt of inspection certificates.



## 6.3.4. APPROACH & METHODOLOGY

*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.*

### Quality Assurance & Quality Control

Every document, no matter the size, is reviewed by our senior staff before it is submitted to the client. Through a combination of in-house peer/supervisory review and continuing professional development, we strive to set the standard for high quality engineering and testing services. Our internal quality assurance and control program is maintained to provide a standard for professional services. In addition, we have facilitated site specific inspection and testing protocols (ITP) for individual projects and provided field construction QA/QC inspection and testing services. Our intent is to provide accurate results in accordance with industry standards and sound engineering practices, while meeting the client's requirements. The program encompasses activities conducted in the office, laboratory, and in the field. Our QA/QC components are briefly outlined below [\(Re: RFP - Section 6.3.4.\)](#).

Our quality control procedures are developed specifically to provide the necessary technical information and procedures for project use. WDP's Quality Control Manual describes the process for developing, preparing, coordinating, checking, reviewing, approving, issuing, and revising engineering work. [\(Re: RFP - Section 6.3.4.\)](#)

The purpose of these methods is to eliminate potential errors, omissions, ambiguities, and inconsistencies in the design and development of our engineering projects. The WDP Quality Control Manual and its implementation constitute the principal mechanism for quality control. Personnel are trained in the quality control process – both in content and implementation. [\(Re: RFP - Section 6.3.4.\)](#)

The WDP Project Team's QA/QC consists of two aspects:

1. Technical accuracy and correctness of work products [\(quality control\)](#)
2. Project management oversight and self-audits [\(quality assurance\)](#)

High quality work is the professional responsibility of each WDP employee. Such high-quality standards require the following [\(Re: RFP - Section 6.3.4.\)](#):

- Selection of appropriately skilled and experienced personnel for doing the work.
- Implementation of quality management within the project team and its supervision.
- Willing participation of all staff members throughout the project effort.
- Proper definition of job requirements, procedures, technical design, and work and execution plan.
- Checking and verification of each of the design products and activities.



## 6.3.4. APPROACH & METHODOLOGY

*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.*

### **Quality Control in our Laboratory**

Our established quality system consists of a quality manual, a laboratory procedure manual, equipment calibration and verification, inspection of facilities, proficiency sample testing and records, external audit records, test methods and procedures, test records, and record retention. Our testing, both in the field and in the laboratory, is performed in accordance with American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), American Concrete Institute (ACI), Virginia Testing Methods (VTM), and other applicable requirements. As such, our quality manual is based on the requirements as set forth in ASTM E329-Specification of Agencies Engaged in Construction Inspection and/or Testing, ASTM C1077-Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Laboratory Evaluation, and ASTM D3740-Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction. *(Re: RFP - Section 6.3.4.)*

Each piece of equipment in the laboratory is calibrated at intervals specified in ASTM, or sooner if results are not consistent. All calibrations use instruments and gauges that are traceable to the National Institute of Standards and Technology (NIST). An inventory list of all our equipment along with the calibration records are kept in notebooks in our laboratory and maintained by our Laboratory Supervisor. *(Re: RFP - Section 6.3.4.)*

## 6.3.5. RESUMES

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.



### Robert (Rob) Niber, PE

Principal & Senior Project Manager – **Primary Point of Contact\***

Rob has been with WDP since our founding in 1995. With 39 years of industry experience, he participates in projects through the development and management of geotechnical investigations, construction inspection and materials testing, and laboratory material testing programs for public sector projects which include parks and recreation, police stations, fire and rescue facilities, detention centers, public safety training, libraries, transportation, and solid waste/landfill projects. *(Re: RFP - Section 6.3.5.)*

#### EDUCATION

- Bachelor of Science, Civil Engineering, Penn State University, 1985

#### CERTIFICATIONS

- Professional Engineer – VA, DC, MD, PA, CA

#### PROFESSIONAL MEMBERSHIPS / COMMITTEES

- WACEL (President, 1997)
- ASCE Geotechnical Section – National Capital Chapter
- ASTM, Member
  - Committee D-18 on Soil and Rock
- ASCE Forensic Engineering Division

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County Public Schools, Cedar Lee MS Additions & Renovations, Bealeton, VA / Geotechnical Engineer of Record (GER) and Special Inspections Engineer of Record (SIER)**

Rob provided senior oversight of the geotechnical investigation and design recommendations for the 30,000-sf expansion. Additionally, Rob provided senior oversight of engineering technicians who provide construction / special inspections and material testing. *(Re: RFP - Section 6.3.5.)*

##### **Fauquier County Public Schools, Taylor MS Additions & Renovations, Warrenton, VA / Sr. Geotechnical Engineer**

Rob provided senior oversight of the geotechnical investigation and design phase recommendations for the construction of one and three-story additions (47,435-sf). *(Re: RFP - Section 6.3.5.)*

##### **Loudoun County DTCL, Hal and Berni Hanson Regional Park, Ashburn, VA / SIER**

WDP provided geotechnical consulting services and managed engineering technicians who provided construction inspections and materials testing for the 257-acre park. *(Re: RFP - Section 6.3.5.)*

##### **Prince William County Facilities Construction Management, Fire & Rescue Station 22, Manassas, VA / SIER**

Rob provided geotechnical engineering consulting and managed WDP's engineering technicians who provided special inspections and material testing for a new 20,22-sf fire/rescue station. *(Re: RFP - Section 6.3.5.)*

## 6.3.5. RESUMES

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.



### Darryl Keating, PE

Senior Geotechnical Engineer

Darryl joined WDP in 2023 and has over 26 years of practical experience in testing & inspections and geotechnical engineering for both public and private sector projects, with experience as both testing and inspections field engineer, geotechnical field engineer, geotechnical laboratory manager, drilling manager, project manager, and department manager. Darryl's geotechnical expertise has provided innovative, cost-efficient solutions for foundations and slabs, utilities, pavements, SWM/BMP (stormwater management/best management practices) facilities, forensic investigations, and earthwork quality control guidelines and recommendations. He routinely performs design phase geotechnical investigations for new project design support. (Re: RFP - Section 6.3.5.)

#### EDUCATION

- Bachelor of Engineering, Civil Engineering, Memorial University of Newfoundland, 1995

#### CERTIFICATIONS

- Professional Engineer – VA, MD
- OSHA Confined Space Entry Training
- OSHA 10-Hour Construction Safety and Health

#### REPRESENTATIVE EXPERIENCE

##### **Loudoun County Public Schools, Park View High School Replacement, Sterling, Loudoun County, VA / Geotechnical Engineer of Record (GER)**

Darryl led a subsurface investigation, managed field and laboratory operations and prepared a Geotechnical Report and design recommendations for the proposed three-story structure. He will continue as the SIER during the construction phase of the project. (Re: RFP - Section 6.3.5.)

##### **Prince William County Schools, Occoquan ES Replacement School, Woodbridge, VA / GER & SIER**

Darryl provided the design phase geotechnical investigation and recommendations and managed construction inspections and materials testing for the construction of a two and three-story 120,000-sf replacement school. (Re: RFP - Section 6.3.5.)

##### **Loudoun County Public Schools, Dominion HS Weight Room & Press Boxes, Leesburg, VA / GER & SIER**

Darryl provided the design phase geotechnical investigation and recommendations and managed construction inspections and materials testing for the construction of a single-story 1,125-gsf weight room addition, and two-story press boxes 480-sf/ea. Site construction included segmental retaining walls, bleacher pads, and minor infrastructure. (Re: RFP - Section 6.3.5.)

## 6.3.5. RESUMES

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### Michelle Roy, PE, M. ASCE

Project Geotechnical Engineer

Michelle joined WDP in 2021. Her primary responsibilities have included coordinating with clients, managing projects, coordinating drilling services and field explorations, conducting geotechnical analyses, and preparing geotechnical reports. She has worked in many industries including parks and recreation, energy services, roads/transportation, airport aprons and facilities, residential apartment complexes, military bases and facilities, museums, and historical landmarks. [\(Re: RFP - Section 6.3.5.\)](#)

#### EDUCATION

- Master of Science, Civil Engineering, Focus on Geotechnical Engineering, Virginia Tech, 2017
- Bachelor of Science, Civil Engineering, Virginia Tech, 2016

#### CERTIFICATIONS

- Professional Engineer – VA

#### PROFESSIONAL MEMBERSHIPS / COMMITTEES

- ASCE VA Board K-12 Education Committee Chair
- ASCE VA Board Website Committee Member
- ASCE VA Bull Run Branch Active Leader/Member

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County Parks & Recreation, Riverside Preserve Access Road Improvements, Marshall, VA / Project Manager**

Michelle led the geotechnical investigation and provided design phase recommendations for an improvement to the existing access road at the entrance to the Riverside Preserve by replacing the road with a larger, two-lane access road. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Fauquier County Parks & Recreation, C.M. Crockett Park C.M. Crockett Park Boat Docks, Midland, VA / Project Manager**

As Project Manager, Michelle led the geotechnical investigation and provided design phase recommendations for boat dock, asphalt pavement, and boathouse deck renovations. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Fauquier County Public Schools, Taylor MS Additions & Renovations, Warrenton, VA / Project Manager**

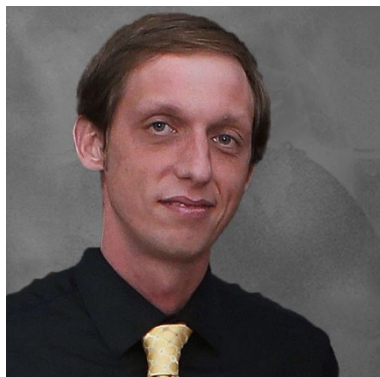
Michelle managed two geotechnical field investigations with laboratory testing for the construction of one and three-story building additions and associated site improvements. She assisted with report preparations and geotechnical analysis for design recommendations (47,435-sf). [\(Re: RFP - Section 6.3.5.\)](#)

##### **Fauquier County Public Schools, Cedar Lee MS Light Poles (c/o MUSCO), Bealeton, VA / Project Manager**

As Project Manager, Michelle managed the predrill coordination, field investigation, lab testing, and report as well as coordinating with the client throughout the project. [\(Re: RFP - Section 6.3.5.\)](#)

## 6.3.5. RESUMES

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.



### Edward (Ed) Brilhart III, CET

Field Operations Manager

Ed has been with WDP since 2014 and was promoted from Senior Inspector to Field Operations Manager (FOM) in early 2020. During his time as a Senior Inspector, he provided special/construction inspections & materials testing for local government, K-12, and private sector projects. Ed oversees all phases of WDP's construction projects. He is involved in the training of new technicians and assists our laboratory manager in WDP's in-house laboratory as needed. (Re: RFP - Section 6.3.5.)

#### EDUCATION

- Diploma, Whitehall-Coplay High School, Pennsylvania

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- Troxler Radiation Safety Officer
- WACEL Soils I
- WACEL/VDOT Concrete I
- WACEL Structural Masonry
- WACEL Reinforced Concrete
- WACEL Foundation
- WACEL Concrete/Masonry Strength Testing
- WACEL Fireproofing
- VDOT Soils & Aggregate Compaction
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County Public Schools & Government, Cedar Lee MS Additions & Renovations, Bealeton, VA / FOM**

Ed provided project oversight and support to WDP's engineering technicians during construction of a 30,000-sf expansion. The project included. Site improvements included additional parking and a redesign of the bus loop, an underground SWM chamber system, and a bio-retention facility. (Re: RFP - Section 6.3.5.)

##### **City of Manassas, Fire & Rescue Station #21, Manassas, VA / FOM**

Ed provided oversight and construction support to WDP's engineering technicians for the 20,839-sf facility. Site improvements included concrete and asphalt pavements, utilities, dumpster and generator, training tower, and Dumfries Road improvements. (Re: RFP - Section 6.3.5.)

##### **City of Manassas, New Public Safety Facility, Manassas, VA / FOM**

Ed provided construction oversight and support for WDP's certified engineering technicians during the construction of the new four-story 72,000-sf facility and parking garage. The facility houses the Police Department, Emergency Operations Center (EOC) and IT (Staff and Computer Training Center). (Re: RFP - Section 6.3.5.)

##### **Arlington Public Schools (c/o MBP), Education Center Reuse Building, VA / FOM**

Ed provided oversight and construction support to WDP's engineering technicians for a complete renovation of the five-story 55,000-sf structure. (Re: RFP - Section 6.3.5.)



## 6.3.5. RESUMES

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.



### Michael Gaskin

Laboratory Technician

Michael joined WDP as a Laboratory Technician in 2022 with 2 years of prior experience. He is responsible for the operation and administration of the laboratory to ensure lab testing is performed in accordance with applicable standards and guidelines. He also has experience with subsurface exploration utilizing hand augers, and field testing of concrete and density of asphalt. [\(Re: RFP - Section 6.3.5.\)](#)

#### EDUCATION

- Diploma, Brooke Point High School, Stafford, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL/VDOT Concrete I
- WACEL Concrete Masonry Strength Testing
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County Public Schools, Taylor MS, Warrenton, VA / Laboratory Technician**

Michael supported the geotechnical investigation for the construction of one and three-story additions (47,435-sf). Testing included sieve analysis, Atterberg Limits, natural moisture content, moisture density relationships, and CBR testing for pavement design. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Quantico Middle / High School, Building Condition Assessment, Quantico, VA / Laboratory Technician**

Michael performed oven-day & equilibrium density testing, and provided calculations and test reports to the client indicating compliance & noncompliance with project specifications. [\(Re: RFP - Section 6.3.5.\)](#)

##### **City of Manassas Public Works, Manassas Museum Addition, Manassas, VA / Laboratory Technician**

Michael performed sieve analysis, Atterberg Limits, natural moisture content, and moisture density relationships for the construction of a one-story 4,500-sf addition. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Loudoun County General Services, Loudoun Heights Fire & Rescue Station 26, Purcellville, VA / Laboratory Technician**

During our geotechnical settlement investigation, Michael performed lab testing including soil classification consisting of sieve analysis, Atterberg Limits, and natural moisture content. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Prince William County, Public Safety Training Center, Nokesville, VA / Laboratory Technician**

Michael performed CBR Testing in support of a pavement core investigation to provide design recommendations. [\(Re: RFP - Section 6.3.5.\)](#)

## 6.3.5. RESUMES

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.



### Anthony Ortiz, CET

Engineering Technician

Anthony joined WDP in October 2024 and performs special inspections and materials testing on local government, K-12, and private sector projects. He currently provides these services for Park View High School under WDP's Loudoun County Public Schools contract. Prior to joining WDP Anthony worked as a roofing specialist. [\(Re: RFP - Section 6.3.5.\)](#)

#### EDUCATION

- Diploma, Osbourn Park High School, Manassas, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL Concrete I
- WACEL Foundation
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### Prince William County Schools, Occoquan ES Replacement, Woodbridge, VA / Engineering Technician

Anthony performed construction inspections and/or materials testing of soils, reinforcing steel, concrete, for a two and three-story 120,000-sf school. Site improvements include a soccer field, basketball and play courts, and three SWM/BMP StormTech facilities. [\(Re: RFP - Section 6.3.5.\)](#)

##### Broad Run Recycling, MSE Wall and Site Improvements, Manassas, VA / Engineering Technician

Anthony performed construction inspections and/or materials testing of soils and asphalt for the construction of a 14 ft by 460 ft retaining wall and adjacent parking lot. [\(Re: RFP - Section 6.3.5.\)](#)

##### Iron Mountain Data Centers, Iron Mountain VA10 Office/Parking Facility, Manassas, VA / Engineering Technician

Anthony performed special inspections and/or materials testing of soils, reinforcing steel, concrete for construction of a 34,800-sf office and vehicle storage area. Site construction included a 335 lf segmental retaining wall, Storm Tech stormwater management system, a Bioretention system, parking lot and access road, and associated utilities. [\(Re: RFP - Section 6.3.5.\)](#)

##### Fairfax County Public Schools, Bonnie Brae ES, McLean, VA / Engineering Technician

Anthony performed construction inspections and/or materials testing of soils, reinforcing steel, concrete, CMU for the construction of two single story additions and one two-story addition totaling 35,589-sf. Site improvements included two outdoor classrooms, a courtyard, and StormTech facility. [\(Re: RFP - Section 6.3.5.\)](#)



## 6.3.5. RESUMES

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.



### Brandon Crowder, CET

Engineering Technician II

Brandon joined WDP in December 2022 with 6 years of experience in the industry. Brandon provides construction inspections and materials testing services on WDP's term contracts for Prince William, Loudoun, and Fauquier Counties. *(Re: RFP - Section 6.3.5.)*

#### EDUCATION

- Diploma, Orange County High School, Orange, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- ACI Concrete Field Testing
- WACEL Structural Masonry
- WACEL Foundation
- VDOT Soils and Aggregate Compaction
- VDOT Asphalt Field II
- VDOT Asphalt Plant I
- DEQ Inspector for Erosion and Sediment Control
- Hilti Basic Adhesive Anchor Installer Training
- VDOT Pavement Marking
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County Public Schools & Government, Cedar Lee MS Additions & Renovations, Bealeton, VA / Engineering Technician**

Brandon performed construction inspections and/or materials testing of soils, concrete, reinforcing steel, and masonry for the construction of a 30,000-sf expansion of the school. Site improvements included additional parking and a redesign of the bus loop, an underground SWM chamber system, and a bio-retention facility. *(Re: RFP - Section 6.3.5.)*

##### **Fairfax County Public Schools, Cooper MS Additions & Renovations, McLean, VA / Lead Engineering Technician**

Brandon performs construction inspections and/or materials testing of soils, concrete, reinforcing steel, and masonry for the construction of a second-story addition over the existing school building (31,357-sf; three one-story building additions (36,876-sf), containing one gym building addition with parking areas and athletic fields. *(Re: RFP - Section 6.3.5.)*

##### **Fairfax County Public Schools, Bonnie Brae ES, McLean, VA / Engineering Technician**

Brandon performs construction inspections and/or materials testing of soils, reinforcing steel, concrete, CMU, and asphalt for the construction of two single story additions and one two-story addition totaling 35,589-sf. Site improvements include two outdoor classrooms, a courtyard, and StormTech facility. *(Re: RFP - Section 6.3.5.)*

##### **Prince William County Public Works, Public Safety Training Center (PSTC) - Pavement Design, Nokesville, VA / Engineering Technician**

Brandon performed field work and assisted in pavement coring for WDP's pavement core investigation. *(Re: RFP - Section 6.3.5.)*

## 6.3.5. RESUMES

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.



### Colin Rodman, CET

Sr. Inspector, Quality Manager

Colin has been with WDP since August of 2014. As a Sr. Inspector with WDP, Colin has performed numerous projects for county schools, county government, and private sector companies where he has performed construction / special Inspections for additions, renovations and new construction. (Re: RFP - Section 6.3.5.)

#### EDUCATION

- Northern Virginia Community College, 2009-2014
- Lord Fairfax Community College, 2002-2006

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL/VDOT Concrete I
- ACI Concrete Construction
- WACEL Structural Masonry
- WACEL Reinforced Concrete
- WACEL Structural Concrete (Level III)
- WACEL Foundation
- WACEL Firestopping
- WACEL Fireproofing I
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### Fauquier County Community Development, Vint Hill Public Street Network-Ph. 1, Fauquier County, VA/ Sr. Engineering Technician

Colin performed construction inspections and materials testing for roadway fill, utility backfill, curb/gutter, asphalt trails, road subgrade, aggregate base stone, cement-treated aggregate (CTA) stone base, and base and surface asphalt. (Re: RFP - Section 6.3.5.)

##### Prince William County, Adult Detention Center (ADC) Expansion - Ph. 2, Manassas, VA / Sr. Engineering Technician

Colin performed special/construction inspections and materials testing for soils, concrete, reinforcing steel, masonry, and asphalt for the new three-story adult detention center. A pedestrian bridge to the existing adult detention center building was also included. (Re: RFP - Section 6.3.5.)

##### Prince William County Schools, Gainesville High School, Gainesville, VA / Sr. Engineering Technician

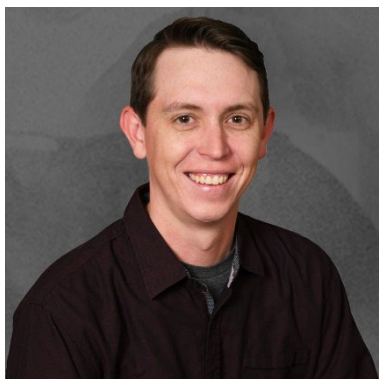
Colin performed special/construction inspections and materials testing of soils, concrete, reinforcing steel, masonry, and asphalt for the 335,000-sf one and two-story school. Site construction included all fields/stadiums, parking lots, tennis & basketball courts, concession, storage facilities, grandstands, ticket booths, sports lighting. (Re: RFP - Section 6.3.5.)

##### City of Manassas, New Public Safety Facility Manassas, VA / Lead Sr. Engineering Technician

Colin provided special / construction inspections and materials testing services on the new four-story 72,000-sf facility that also includes a parking garage. (Re: RFP - Section 6.3.5.)

## 6.3.5. RESUMES

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.



### Conner Peters, CET

Engineering Technician II

Conner has been with WDP since May 2019. As an Engineering Technician, he has performed construction inspections and materials testing services for WDP term contracts including City of Manassas, Prince William County, as well as Fairfax, Prince William, and Loudoun County Public Schools. Conner also has experience performing quality assurance testing of a building envelope. [\(Re: RFP - Section 6.3.5.\)](#)

#### EDUCATION

- Diploma, Battlefield High School, Haymarket, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL/VDOT Concrete I
- WACEL Structural Masonry
- WACEL Reinforced Concrete
- WACEL Foundation
- WACEL Fireproofing
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County Public Schools, Cedar Lee MS, Bealeton, VA / Engineering Technician**

Conner performed concrete and reinforcing steel inspections for the 30,000-sf school expansion. Site improvements included additional parking and a redesign of the bus loop, an underground SWM chamber system, and a bio-retention facility. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Prince William County Schools, Gainesville HS, Gainesville, VA / Engineering Technician**

Conner performed construction inspections and materials testing of soils, concrete, reinforcing steel, masonry, and asphalt for a one and two-story 335,000-sf school. Site construction included ball fields/stadiums, basket ball and tennis courts, concession, grandstands, ticket booths, sports lighting, SWM ponds, etc. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Fairfax County Public Schools, Cooper MS, McLean, VA / Engineering Technician**

Conner performed construction inspections and materials testing of concrete, soils, reinforcing steel, CMU, asphalt placement, as well as geopiers for additions including a two-story classroom, courtyard, main entrance, reconfigured administration space, cafeteria and gym expansions. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Fairfax County Public Schools, Oak Hill ES, Herndon, VA / Engineering Technician**

Conner provided construction inspections and materials testing of reinforcing steel and CMU for the renovation of the 77,728-sf school as well as a two-story addition totaling 26,248-sf. [\(Re: RFP - Section 6.3.5.\)](#)

## 6.3.5. RESUMES

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.



### Luis Gonzalez-Guerra, CET

Engineering Technician

Luis joined WDP in June 2024 and performs special inspections and materials testing on local government, K-12 schools, and private sector projects. He is currently assisting WDP's Sr. Engineering Technician at Parkview High School under our Loudoun County Public Schools' contract. Luis is continuing to work on and obtain additional certifications and is planning on graduating in the fall with an associate's degree in engineering. [\(Re: RFP - Section 6.3.5.\)](#)

#### EDUCATION

- Attending, NVCC, Manassas, VA
- Diploma, Westfield High School, Chantilly, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL/VDOT Concrete I
- WACEL Foundation
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Prince William County Public Schools, Occoquan ES Replacement, Woodbridge, VA / Engineering Technician:**

Luis is currently assisting with construction inspections and/or materials testing of soils, reinforcing steel, concrete, CMU for the construction of a 120,000-sf replacement school. Site improvements include a soccer field, miscellaneous ball courts, outbuilding, dumpster enclosure, parking lots, drive lanes, a bus loop, utilities, and two SWM/BMP StormTech facilities. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Sheetz (Store #802), Loudoun County, VA / Engineering Technician:**

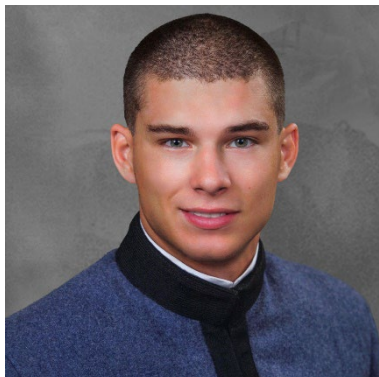
Luis performed construction inspections and/or materials testing of soils, reinforcing steel, and concrete for the 4,960-sf one-story structure. Associated site construction consists of five underground storage tanks (UGTs), subsurface utilities, curb and gutter, gas pump canopy with a concrete apron, aggregate stone base, and asphalt paving for the parking lot. [\(Re: RFP - Section 6.3.5.\)](#)

##### **Fairfax County Public Schools, Bonnie Brae ES, McLean, VA / Engineering Technician**

Luis performed construction inspections and/or materials testing of soils, reinforcing steel, and concrete for the construction of two single story additions and one two-story addition totaling 35,589-sf. Site improvements included two outdoor classrooms, a courtyard, and StormTech facility. [\(Re: RFP - Section 6.3.5.\)](#)

## 6.3.5. RESUMES

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.



### Maksym (Max) Sears, CET

Field Technician

Max joined WDP in April 2024 and performs construction inspections and materials testing on local government, K-12, and private sector projects. He is currently providing services on our Fairfax County Public Schools Stadium Buildings project that consists of 14 schools. In addition, Max continues to acquire additional certifications and assists our Architectural Testing division when needed. (Re: RFP - Section 6.3.5.)

#### EDUCATION

- Attending, American Public University
- Diploma, JW Robinson Secondary School, Fairfax, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL/VDOT Concrete I
- WACEL Structural Masonry
- WACEL Foundation
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Loudoun County Public Schools, Dominion HS Weight Room Addition & Press Boxes, Leesburg, VA / Engineering Technician**

Max performed construction inspections and/or materials testing of soils, reinforcing steel, concrete, and CMU for the construction of a single-story weight room addition (1,125-gsf), a two-story press boxes (480-sf), segmental retaining walls, bleacher pads, and minor infrastructure. (Re: RFP - Section 6.3.5.)

##### **Fairfax County Public Schools (FCPS), Stadium Restroom Buildings, Multiple Locations, VA / Engineering Technician**

Max performs special/construction inspections and materials testing of soils, reinforcing steel, and concrete for the construction of 14 FCPS stadium concession / restroom buildings. (Re: RFP - Section 6.3.5.)

##### **Prince William County Schools, Occoquan ES Replacement School, Woodbridge, VA / Engineering Technician**

Max provided construction inspections and/or materials testing of soils and concrete placement for the construction of a two and three-story 120,000-sf replacement school. Site improvements include a soccer field, basketball and play courts, outbuilding, dumpster enclosure, parking lots, drive lanes, a bus loop, utilities, and two SWM/BMP StormTech facilities. (Re: RFP - Section 6.3.5.)

##### **Prince William County Dept. of Parks & Recreation, Hellwig Park Synthetic Turf Field / Engineering Technician**

Max provides construction inspections and materials testing of soils, reinforcing steel, and concrete placement for a turf field conversion. (Re: RFP - Section 6.3.5.)



## 6.3.5. RESUMES

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.



### Togi Tumurbat, CET

Sr. Engineering Technician

Togi joined WDP's Geotechnical, Testing & Inspections division in May 2023. He performs construction phase inspections and materials testing for our term contract clients including Fauquier, Prince William, and Loudoun Counties, and is currently providing these services on Occoquan Elementary School located in Prince William County. His experience also extends to building envelope quality assurance testing. Since joining us, Togi has achieved many milestones, acquiring multiple certifications. (Re: RFP - Section 6.3.5.)

#### EDUCATION

- Attending, NVCC, Manassas, VA
- Diploma, Yorktown High School, Arlington, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL/VDOT Concrete I
- WACEL Structural Masonry
- WACEL Reinforced Concrete
- WACEL Structural Concrete (Level III)
- WACEL Foundation
- WACEL Fireproofing
- OSHA Suspended Platform User Awareness
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Rollins Ford Park Special Inspections & Testing, Bristow, VA / Engineering Technician**

Togi performed construction inspections and materials testing soils for construction of parking improvements such as athletic fields, utilities, pavements, comfort station, pavilions, dog shelters, walking trail and pedestrian bridge. (Re: RFP - Section 6.3.5.)

##### **Fairfax County Public Schools, Cooper Middle School Additions/Renovations McLean, VA / Engineering Technician**

Togi performed construction inspections and materials testing of concrete for additions including a two-story classroom, courtyard, main entrance, reconfigured administration space, cafeteria expansion, and gym expansion. (Re: RFP - Section 6.3.5.)

##### **Prince William County Public Schools, Occoquan ES Replacement, Woodbridge, VA / Engineering Technician**

Togi performs construction inspections and/or materials testing of soils, reinforcing steel, concrete, CMU for the construction of a 120,000-sf replacement school. Site improvements include a soccer field, miscellaneous ball courts, outbuilding, dumpster enclosure, parking lots, drive lanes, a bus loop, utilities, and two SWM/BMP StormTech facilities. (Re: RFP - Section 6.3.5.)

##### **Fairfax County Public Schools, Oak Hill Elementary School Addition/Renovations, Herndon, VA / Engineering Technician:**

Togi performed construction inspections and materials testing of concrete for additions including a two-story classroom, courtyard, main entrance, reconfigured administration space, as well as cafeteria and gym expansions. (Re: RFP - Section 6.3.5.)



## 6.3.5. RESUMES

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.



### Zach Vallimont, CET

Engineering Technician I

Zach joined WDP in August 2023. He performs construction special/construction inspections and materials testing on multiple county school projects under WDP's term contracts including Prince William, Loudoun, and Fairfax County Public Schools; City of Manassas, as well as projects with private sector companies that include additions, renovations, and new construction. Since joining our team, he has acquired multiple field certifications. (Re: RFP - Section 6.3.5.)

#### EDUCATION

- Diploma, Seton School, Manassas, VA
- Attending, NVCC, Manassas, VA

#### CERTIFICATIONS

- Troxler Radiation Safety Training/Hazmat Course
- WACEL Soils I
- WACEL/VDOT Concrete I
- WACEL Structural Masonry
- WACEL Reinforced Concrete
- WACEL Foundation
- OSHA 10-Hour Construction

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County, Falcon Ridge & Peregrine Way Pavement Repairs (c/o NVP Inc.), Warrenton, VA / Engineering Technician**

Zach performed construction inspections and materials testing of soils and asphalt for roadway repairs. (Re: RFP - Section 6.3.5.)

##### **Prince William County Public Schools, Occoquan ES Replacement, Woodbridge, VA / Engineering Technician**

Zach performed construction inspections and/or materials testing of soils, reinforcing steel, concrete, CMU for the construction of a 120,000-sf replacement school. Site improvements include a soccer field, miscellaneous ball courts, outbuilding, dumpster enclosure, parking lots, drive lanes, a bus loop, utilities, and two SWM/BMP StormTech facilities. (Re: RFP - Section 6.3.5.)

##### **Fairfax County Public Schools (FCPS), Stadium Restroom Buildings, Multiple Locations, VA / Engineering Technician**

Zach performs special/construction inspections and materials testing of soils, reinforcing steel, and concrete for the construction of 14 FCPS stadium concession / restroom buildings. (Re: RFP - Section 6.3.5.)

##### **Prince William County Schools, Cedar Point Elementary School Alterations & Repairs, Bristow, VA / Engineering Technician**

Zack performed special/construction inspections and materials testing of soils, reinforcing steel, and concrete for two single-story classroom and kitchen additions totaling approximately 4,600-sf. (Re: RFP - Section 6.3.5.)

# RESUMES

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.

## Geotechnical Drilling Subconsultant – Free State Drilling, Inc.

### Joseph (Jay) Scribellito Jr.

Senior Driller

Every project awarded to FSD receives the personal attention of their Vice President in charge of field operations, Jay Scribellito Jr. He is an integral part of the day-to-day operations for FSD providing leadership, supervision, and training for all field personnel, ensuring that fieldwork meets or exceeds clients' needs. Jay is responsible for ensuring that all drilling equipment and support vehicles are maintained for increased reliability and safety, as well as ensuring equipment and materials selected meet job specifications. *(Re: RFP - Section 6.3.5.)*

#### EDUCATION

- Diploma, Westminster High School

#### CERTIFICATIONS

- N/A – A drilling license is not required in the state of Virginia.

#### REPRESENTATIVE EXPERIENCE

##### **Fauquier County Public Schools, Taylor Middle School, Warrenton, VA / Geotechnical Driller**

Free State was engaged on behalf of WDP as part of the field investigation to provide design parameters and construction recommendations. Jay performed geotechnical drilling for the project. *(Re: RFP - Section 6.3.5.)*

##### **Prince William County Schools, Gainesville High School, VA / Geotechnical Driller**

Free State was engaged on behalf of WDP as part of the field investigation to provide design parameters and construction recommendations. Jay performed geotechnical drilling for the project. *(Re: RFP - Section 6.3.5.)*

##### **Loudoun County Department of Transportation and Capital Infrastructure, Croson Lane Widening, Ashburn, VA / Geotechnical Driller**

Free State was engaged on behalf of WDP as part of the design phase investigation. Jay performed geotechnical drilling for the project. *(Re: RFP - Section 6.3.5.)*

##### **Prince William County Department of Transportation, Balls Ford Road Widening, Manassas, VA / Geotechnical Driller**

Free State was engaged on behalf of WDP as part of the design phase investigation. Jay performed geotechnical drilling at 90 test boring locations for the project. *(Re: RFP - Section 6.3.5.)*