



Department of Facilities and Transportation Services

**FAIRFAX COUNTY  
PUBLIC SCHOOLS**

Office of Administrative Services  
8115 Gatehouse Road, Suite 3400  
Falls Church, Virginia 22042-1203

## **PREQUALIFICATION APPLICATION for CONSTRUCTION SERVICES**

### **FAIRFAX COUNTY PUBLIC SCHOOLS CAPITAL BOND IMPROVEMENT PROJECTS**

Fairfax County Public Schools is currently requesting prequalification applications from general contractors for forthcoming Capital Bond Improvement Projects. These Projects include new construction, renewals, additions, capacity, and other capital facility projects. Construction Projects include the major trades for building new schools, additions, and renewals of school buildings. These projects range in value from approximately \$3,000,000 to \$50,000,000. Contractors granted prequalification will be provided their approved project value range.

Competitive bids for these projects are obtained from prequalified bidders only. The Prequalification Application shall be submitted to the Fairfax County Public Schools no later than 45 days from the advertised bid opening dates.

Bids are advertised at <http://www.fcps.edu/fts/adminservices/solicitations.htm>. Applicants shall submit one original and three (3) copies of the Prequalification Application to the following address:

Fairfax County Public Schools  
Office of Administrative Services  
8115 Gatehouse Road, Suite 3400  
Falls Church, VA 22042

Attention: Shelley Hollowell, Contract Administrator

Mark the envelope as follows:

**Prequalification Application for Construction Services  
Fairfax County Public Schools  
Capital Bond Improvement Projects**

Comments and questions concerning the scope of work and the overall Project should be addressed to Shelley Hollowell, Contract Administrator at 571-423-2309.

**OWNER:** Fairfax County School Board  
Fairfax County Public Schools  
Office of Design and Construction Service  
Gatehouse Administration Center  
8115 Gatehouse Road, Suite 3500  
Falls Church, VA 22042

**DISCLAIMER:           Prequalification Application for Construction Services  
Fairfax County Public Schools  
Capital Bond Improvement Projects**

\_\_\_\_\_, the Applicant for Prequalification for Construction Services - Capital Bond Improvements Projects for Fairfax County Public Schools absolves all rights to appeal determination deemed "not qualified to bid." This waiver is enacted due to failure to submit prequalification application in a timely basis. Applications for Prequalification of Capital Bond Improvement Projects must be received within 45 days from the Project time table and the advertised bid opening date.

Name of Firm \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
Date

SEAL

**PREQUALIFICATION APPLICATION  
FAIRFAX COUNTY PUBLIC SCHOOLS  
Cover Sheet**

**FOR:           Construction Services  
                  Capital Bond Improvement Projects**

1. Applicants must submit one original and three (3) copies of the Prequalification Application. This page shall be the cover page for each copy submitted.
2. All required attachments and any additional information requested in this Prequalification Application must be attached to each copy submitted.

Attachments:

- A. Applicant's Prequalification Statement (Form)
- B. Record of Similar Projects (Summary and Forms)
- C. Anticipated Projects (Summary)
- D. Key Personnel (Form)
- E. Affidavit of Accuracy (Form)
- F. Action Plan (by Applicant)
- G. Management Plan (by Applicant)
- H. Virginia Class A Contractor's License and State Corporation Commission Corporate Identification Number
- I. Sample of Suggested Surety Statement
- J. Safety Violations
- K. Work by Contractor
- L. Example of Standard Labor and Material Payment Bond

Submitted by:

1. Applicant Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. City/State/Zip Code: \_\_\_\_\_
4. Submitted by: \_\_\_\_\_
5. Printed Name and Title: \_\_\_\_\_
6. Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_
7. Point of Contact: \_\_\_\_\_
8. Email Address: \_\_\_\_\_

## **GENERAL**

Fairfax County Public Schools is soliciting applications for Prequalification of Bidders (Applicant) for upcoming construction services for Capitol Bond Improvement Projects.

Only firms that have been prequalified in accordance with the procedures herein will be allowed to submit bids for those Projects. Bids received from those firms who have not been prequalified, as a result of this process, will not be considered for future contract award for these projects.

The term Applicant shall be defined as an individual, partnership, or corporation which submits an application in response to this application.

All materials submitted by Applicants shall become the property of the Fairfax County School Board and will not be returned.

## **DESCRIPTION OF WORK FOR GENERAL CONTRACTORS**

The Contractor will provide a trailer facility for the Owner's on-site representative with all temporary power, and other necessary services. The contractor will use an Owner-selected controls contractor. A Fairfax County Public Schools (FCPS) contractor will abate all hazardous materials. Coordination and supervision will be required for Owner contracted subcontractors.

The Work shall be performed as phased-occupied construction, and work sequences will be coordinated with school principal and staff in order to minimize disruption of normal activities during school hours. Operations requiring access to the existing facility, which would cause such disruption, should be scheduled for summer recess or school holidays.

The following major trades and skills will be required for this Project:

1. Structural, interior, and selective demolition.
2. Electrical, plumbing, and HVAC systems replacements.
3. Structural steel fabrication and installation.
4. General plumbing, mechanical and HVAC installation and distribution systems.
5. Energy management system installation.
6. Electrical system replacement.
7. Fire sprinkler system design, installation, testing, and approval.
8. Fire alarm system design, installation, testing, and approval.
9. Site grading, landscaping, concrete sitework, asphalt paving, miscellaneous site work and utility installation.
10. Built-up roofing removal and replacement.
11. Elevator upgrades/installations.

The Invitation for Bids for FCPS Capital Bond Improvement Projects shall be issued only to prequalified contractors.

## PREQUALIFICATION PROCESS

### 1. PREQUALIFICATION

Applicants shall submit prequalification information in accordance with the requirements identified herein. Fairfax County Public Schools (FCPS) may, at their sole discretion, contact one or more Applicants during the evaluation process for clarification of any entries in the Prequalification Application submitted by the Applicant and may request additional information. Such additional information must be submitted to the FCPS no later than five (5) business days after the request. The decision to prequalify an Applicant shall not, however, constitute a determination that the Applicant is responsible, and such Applicant may be subsequently rejected as non-responsible on the basis of subsequently discovered information.

The responsible FCPS director shall have the authority to make all decisions regarding the prequalification of contractors, and may deny prequalification to any Applicant if the responsible FCPS director finds any of the following:

- A. The Applicant does not have sufficient financial ability to perform construction projects because no evidence is provided that the company can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations ([http://www.fms.treas.gov/c570/c570\\_a-z.html](http://www.fms.treas.gov/c570/c570_a-z.html)) in the amount and type required by the School Board for the specific project or type of projects for which prequalification is sought.
- B. The Applicant does not have the appropriate experience to perform Capital Bond Improvement Projects, as determined by FCPS. Previous, successful experience working on projects of similar scope and/or other similar phase/occupied renovations of similar scope will be a major factor in determining whether the Applicant is satisfactory in this regard.
- C. The Applicant or any officer, director, or Owner thereof has had judgments entered against him/her within the past ten years for the breach of contracts for governmental or nongovernmental Projects, including, but not limited to, design-build or construction management.
- D. The Applicant has been in substantial noncompliance, as determined by FCPS, with the terms and conditions of prior construction contracts with FCPS without good cause. If FCPS has not contracted with the Applicant in any prior construction contracts, FCPS may deny prequalification if the Applicant has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause.

The Applicant or any officer, director, Owner, project manager, procurement manager or chief financial official thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 et

seq.), (iii) (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1, or (vi) any substantially similar law of the United States or another state?

- E. The Applicant or any officer, director or Owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government;
- F. The Applicant failed to provide to FCPS within the established time frame, any information requested in which is relevant to items 1 through 6 above.

The Owner will determine whether applicants are qualified to bid on Projects. The Owner will notify all applicants whether or not they have been determined to be qualified to bid within 45 days after the deadline for receipt of the Prequalification Application, unless extended by the Owner in its sole discretion. In any event, the Owner will notify all applicants of its determination with respect to their prequalification applications at least 30 days prior to the date established for the submission of bids pursuant to the procurement process.

Applications will be evaluated in accordance with the criteria listed in the Prequalification Application. An unsatisfactory rating in any one category may be considered sufficient cause to determine that an applicant is not qualified.

Prior to the issuance of a written determination of not qualified to bid, the Owner will notify the applicant in writing of the results of the evaluation and disclose the basis thereof. Upon written request, the applicant may inspect public documents, which relate to the determination, if so requested by the applicant within **five (5) business** days after receipt of the Owner's notice

Within **ten (10) business days** after receipt of the preliminary notice, the Applicant may submit rebuttal information challenging the evaluations. The director of FCPS' Office of Design and Construction, or designee, shall issue his determination of prequalification or of disqualification based on all information in the possession of FCPS, including the Applicant's rebuttal information, if any. Such determination shall be issued within **five (5) business days** after receipt of Applicant's rebuttal information, or if Applicant does not submit such, within **five (5) business days** after the deadline by which such rebuttal information should have been submitted.

If determined not qualified to bid, the Applicant may, within ten (10) days after notification of such determination, notify the Owner, in writing and appeal to the Circuit Court of Fairfax County, Virginia, in accordance with the pertinent provisions of the Virginia Public Procurement Act, Va. Code 2.2-4300. The Owner's determination of "not qualified to bid" may be reversed by the Circuit Court only if the applicant establishes that the determination was arbitrary or capricious or not in accordance with the Constitution of Virginia, statues or regulations. Failure to notify the Owner and to file an appeal with the Circuit Court within the specified time will result in a waiver of all rights to appeal. In the event that the Owner's determination is reversed by the Circuit Court, the sole relief will be the declaration of the applicant as "qualified to bid." Other than an appeal in accordance with this Section, a determination that an applicant is "not qualified to bid" shall not be the basis for any claim against the Owner, its officers, members or employees.

## 2. EVALUATION OF APPLICATIONS

In evaluating each Prequalification Application, FCPS will include, by way of illustration and not limitation, the following criteria:

- A. Minimum Experience: The Applicant must have been established as a full-time construction contractor for a minimum of five (5) years with experience in phased renovation construction projects while the school building is occupied. If the Contractor or its principals operated under another name or entity within the past five years, a complete descriptive statement and audited financial statements for the time period totaling five (5) years will be required.

The Applicant shall have completed at least three (3) phased-occupied renovation construction projects totaling \$3,000,000 (total value of general contractor's bid for each project) or more, on schools or similarly complex structures within the last five (5) years. FCPS shall be the sole judge as to the determination of whether any similar structures are equivalent to the project covered by this application.

- B. Performance: The Applicant must list all past and current construction Projects completed in the last five (5) years, particularly on Projects of a similar size and nature, including the ability to meet scheduled completion dates. Show history of contract completion dates, which must include the original and final completion dates, and the compliance with that time schedule.
- C. Budget: The Applicant must have the ability, based on evidence of prior work, to meet budget constraints. Show history of original contract amounts and final contract amounts.
- D. Experience: The Applicant must provide resumes of all key personnel proposed for construction Projects. The designated project manager and site superintendent must have a minimum of 10 years experience in similar size and type of Projects. Show the percentage of time that the project manager will dedicate to a Project.
- E. Commitment: The Applicant must commit to objectives relating to minimizing costs related to changes and disruptions of work.
- F. Bonds: The Applicant must show the ability to obtain Performance and Payment Bonds.
- G. Contractor License: The Applicant must possess a valid Class A Virginia Contractor's license and a State Corporation Commission Corporate Identification Number.

### 3. APPLICATION REQUIREMENTS

Application forms and supplemental information shall be typed or printed. All information presented therein shall be clear, complete, and concise. The Prequalification Application consists of the attachments listed below. Several of the attachments are forms. Applicants shall provide the necessary information requested in all attachments.

- A. Applicant's Prequalification Statement: The Applicant shall provide the information required.
- B. Similar Projects: The Applicant shall provide a list of all similar Projects currently being performed or performed during the past five years (showing Project name, Project Owner, address, completion date, and value) and details on two of those Projects which are most similar in size and scope to the Capital Bond Improvement Project on the enclosed form Attachment B – Projects #1 and #2.
- C. Anticipated Projects: The Applicant shall provide a list of all anticipated Projects. Please include the Project name, Project Owner, address, start date, completion date, and value.
- D. Key Personnel: The Applicant shall submit resumes of the experienced key personnel that the Applicant plans to assign to a Capital Bond Improvement Project.
- E. Affidavit of Accuracy: The Applicant shall submit certification that the information contained in the Prequalification Application is true and accurate.
- F. Action Plan: The Applicant shall identify proposed actions to minimize costs to FCPS attributable to work disruptions related to unforeseeable conditions and changes in the Work.
- G. Management Plan: The Applicant shall describe the general plan for meeting the management requirements of the total Project as described herein.
- H. Contractor's License and State Corporation Commission Corporate Identification Number: The Applicant shall provide a copy of the Applicant's Virginia Class A Contractor's License, and a commitment to require that all affected subcontractors carry a Virginia Contractor's license, Class A, B, or C, as applicable. A copy of the State Corporation Commission Corporate Identification Number must also be submitted.
- I. Surety Statement: The Applicant shall provide a suggested surety statement from an established surety firm.
- J. Safety Violations: The Applicant shall submit the signed Safety Violations Certificate per the Fairfax County School Board Construction Safety Resolution.
- K. Work by Contractor: The Applicant will identify trades of the work to be performed with its own forces.

#### **4. PROJECT EXPERIENCE**

The qualification submittal shall demonstrate the experience of the Applicant in General Construction Contracting of phased-occupied renovation of school buildings and related services. The Applicant shall describe its experience, specifically identifying and describing the following:

- A. Satisfactory experience in General Construction Contracting phased-occupied renovation of school buildings within the last five (5) years. The current status of Projects, both those complete and those in progress, must be provided, including a Project schedule noting the start and completion, or anticipated completion, of each Project. Explanations shall be given for any Project that finished behind schedule or is currently behind schedule.
- B. Name, address and telephone number of individual(s) representing for each listed construction Project a customer representative who is familiar with the services provided by the Applicant. FCPS intends to contact each such individual to verify the experience and satisfactory performance of services by the Applicant.

#### **Required Experience**

At a minimum, the Applicant shall:

- 1. Have been a General Contractor on at least three (3) three construction Projects of \$3,000,000 per job or greater within the past five years.
- 2. Have completed construction of phased-occupied renovation of school buildings on Projects of similar nature.
- 3. Completion of similar Projects within the established schedule with no delays as a result of the work of the contractor.
- 4. If the Applicant bases its application experience on the activities of key subcontractors, the names of those key subcontractors and the extent of their responsibilities on this Project shall be submitted along with the Applicant's qualifications. The Applicant will not be permitted to change the named key subcontractor(s) unless the replacement is approved by FCPS.

#### **5. KEY PERSONNEL**

The Applicant must specifically identify the Applicant's key personnel, to include at a minimum, the Project field superintendent position, intended to be assigned to the Project in the event award is made to the Applicant's firm.

Such personnel shall be, insofar as practicable, assigned to the Project for the duration of such Project for so long as they are employed by Applicant. The Applicant must provide a detailed resume for each such individual

The Applicant shall describe in the application the individuals' responsibilities on previous Projects and their proposed responsibility on this Project. The application

must demonstrate that the Applicant has the capability, in terms of both types and quantities of personnel, facilities and equipment required to accomplish the contract goals on schedule.

**6. ACTION PLAN**

Due to the potential unforeseeable conditions and field changes, which are inherent in such a Project, it is probable that there will be disruptions to portions of the Work to accommodate said conditions and changes. It is FCPS' intention to prequalify only Applicants who are prepared to adjust their working schedule, manpower and equipment to accommodate such conditions, disruptions, and changes; and to mitigate any and all costs and delays to the Fairfax County Public Schools associated therewith.

To demonstrate its commitment to this requirement and to elaborate on its planned construction method, each Applicant shall submit an action plan, outlining the specific steps it would take to mitigate costs, and time, associated with disruptions to any part of the work due to unforeseeable conditions and changes in the work, satisfactory to Fairfax County Public Schools. This action plan shall include, but not be limited to:

- A. Applicant's plan to accommodate changes, additions, and disruptions to the extent practicable within the contract time.
- B. Applicant's technical resources to solve field problems.
- C. Applicant's plan to protect portions of finished work during work disruptions.
- D. Statement that the Applicant certifies that all steps necessary and possible to minimize additional costs to Fairfax County Public Schools which may result from disruptions in the work due to changes and unforeseen conditions will be taken.
- E. Plan to address any and all long lead-time materials. List of equipment and or materials currently requiring long lead time, such as, but not limited to steel, brick, drywall, and windows.

In response to Fairfax County School Board Construction Safety Resolution, each prequalified bidder will be required to submit, with its bid, an affidavit (Certificate of Contractor Compliance) certifying its intention to comply with this objective and with the approved action plan. This Certificate of Contractor Compliance will become part of the contract for construction of the Project.

## 7. **MANAGEMENT PLAN**

The Contractor shall be responsible for all components of the work until acceptance by FCPS. The major work tasks necessary to complete the Project are shown below:

### **Major Work Tasks**

Structural, interior and selective demolition

- A. Replacement of electrical, plumbing and HVAC systems
- B. Complete responsibility for the design, approval, installation, testing and completion of fire sprinkler systems.
- C. Complete responsibility for the design, approval, installation, testing of the fire alarm system.
- D. Structural steel fabrication and installation
- E. General plumbing, mechanical and HVAC installation and distribution systems
- F. Installation of energy management system
- G. Electrical system replacement
- H. Design, Installation, testing and approval of fire sprinkler systems
- I. Design, Installation, testing and approval of fire alarm system
- J. Site grading, landscaping, concrete site work, asphalt paving, miscellaneous site work and utility installation
- K. Built-up roofing removal and replacement
- L. Upgrade or Installation of elevators

The Management Plan shall describe the general plan for meeting the management requirements of the total Project. It shall include a description of the proposed methods for planning, organizing, scheduling, controlling and coordinating the total construction effort.

As part of the Management Plan, the Applicant shall identify the senior level staff members who will have management responsibility for the work.

## 8. FAIRFAX COUNTY SCHOOL BOARD CONSTRUCTION SAFETY RESOLUTION

- 8.1. The Contractor shall abide by, and shall be subject to, the Fairfax County Construction Resolution, as adopted by the Fairfax County Board of Supervisors on December 8, 2003, and as excepted and modified below:
- A. It shall be required that each bid submitted for a contractor for construction, alteration, and/or repairs, or any other construction, shall include a list of all the following actions which have become final in the three years prior to the bid submission.
  - B. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other state; or
  - C. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other state.
  - D. Termination of a contract between the Contractor and the County by the purchasing agent of his designee for safety violations.
- 8.2. If the bidder has not received or been the subject of any such violations in the three years prior to the bid submission, then the bidder shall so indicate by certification of Safety Violations. The bidder will also indicated on this form each state in which work was performed in the three (3) years prior to the bid submission.
- 8.3. No construction contract, as discussed above, may be bid on by any bidder or Contractor who has been the subject of any citations for the type and number of violations listed in Paragraph A, above, which has become final within three (3) years prior to bid submission.
- A. Notwithstanding the language of Paragraph C, above, any bidder or Contractor who has been the subject of a violation, as described in Paragraph A (1), which has become final within three (3) years prior to bid submission, may bid, after a mandatory waiting period of twelve (12) months from the date the violation became final, if the bidder or Contractor satisfactorily passes eligibility evaluation.
  - B. Notwithstanding the language of Paragraph C, any bidder or Contractor who has been the subject of the type and number of violations as described in Paragraph A(2), which have become final within three (3) years prior to bid submission, may bid, after a mandatory waiting period of twelve (12) months from the date the last such violation became final, if the bidder or Contractor satisfactorily passes an eligibility evaluation.
  - C. Notwithstanding the language of Paragraph C, above, any bidder or Contractor who has previously been terminated from a County contract, as described in Paragraph A(3), within three (3) years prior to the bid submission, may bid, after a mandatory waiting period of twelve (12) months from the date of termination, if the bidder or Contractor satisfactorily passes an eligibility evaluation.

- 8.4. Prior to bidding on a project, under the provisions of paragraph 1.2 above, a contractor may request that a determination be made by the County's Purchasing Agent or designee, regarding their eligibility to submit a proposal on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by the County's Purchasing Agent or designee no later than twenty-one (21) days before bids are due unless otherwise stated in the Solicitation. A notice of the bidder's request for determination of eligibility will be posted publicly for comments by any interested party. The bidder's request for determination of eligibility and all supporting documentation provided by the bidder to the County in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance to the requirements of Fairfax County Purchasing Resolution and Virginia Freedom of Information Act.
- 8.5. At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor's eligibility. Contractors may be subject to a special audit of their safety records as required. The criteria used by the Risk Manager in evaluating contractor's eligibility shall include but not be limited to the following:
- A. Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.
  - B. Days Away From Work Incident Rate for the past three (3) years.
  - C. Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.
    - 1. Worker's Compensation Experience Modification Rating for the past three (3) years.
    - 2. Fatality record for the past five (5) years.
    - 3. Detailed information regarding the firm's safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.
    - 4. Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in the County project.
    - 5. Incorporation of safety and health related issues into their new employee orientation programs.
    - 6. Incorporation of work safety as a part of an employee's performance evaluation.
    - 7. Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
    - 8. Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?
    - 9. Frequency and type of safety inspections conducted at work sites.
    - 10. The number and type of safety training programs conducted for employees.

11. Frequency of safety "tailgate meetings" conducted by the firm.
  12. Designation of an active safety committee, frequency of their meetings and list of members of the committee.
  13. Active membership in a recognized construction safety organization in the Washington Metropolitan area, or in the state of contractor's domicile.
- 8.6. The determination of eligibility rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.
  - 8.7. It shall be a condition of each County construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
  - 8.8. The contractor awarded a County construction contract shall certify in writing that they will not knowingly, willfully, or recklessly employ or contract with any person, company, corporation, or any other entity for services pursuant to that contract if such person, company, corporation, or other entity could not have been awarded such contract due to the restrictions in paragraph 6, above.
  - 8.9. The contractor shall also certify in writing that all safety related information provided in accordance with the Safety Resolution and contract requirements are complete, accurate and truthful.
  - 8.10. The failure to provide information requested pursuant to this Resolution or the failure to conform to the certification requirements of this Resolution shall be grounds for disqualifying a prospective bidder.
  - 8.11. The County may impose the following sanctions upon a contractor who willfully submits any false or misleading certification or information regarding material facts in connection with submissions pursuant to this Resolution, or willfully omits any certification or information regarding material facts in connection with submissions pursuant to this Resolution. The term willful shall include intentional or reckless acts or omissions.
    - (1) Disqualify the prospective bidder from bidding a contract.
    - (2) Debar the contractor from bidding future contracts for a period not to exceed three years.
    - (3) Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

## **PREQUALIFICATION APPLICATION CHECKLIST**

Applicants must submit the following:

- Attachment A     Applicant's Prequalification Statement (Form)
- Attachment B     Record of Similar Projects (Summary and Forms)
- Attachment C     Anticipated Projects (Summary)
- Attachment D     Key Personnel (Form)
- Attachment E     Affidavit of Accuracy (Form)
- Attachment F     Action Plan (by Applicant)
- Attachment G     Management Plan (by Applicant)
- Attachment H     Virginia Class A Contractor's License Statement (by Applicant)
- Attachment I     Suggested Surety Statement
- Attachment J     Safety Violations
- Attachment K     Work by Contractor
- Attachment L     Example of Standard Labor and Material Payment Bond

**APPLICANT'S PREQUALIFICATION STATEMENT**

Construction Firm Name: \_\_\_\_\_

Virginia Class A Contractor's License Number: \_\_\_\_\_

State Corporation Commission Corporate Identification Number: \_\_\_\_\_

Tax ID No. (Soc. Sec. No. If Sole Proprietor) \_\_\_\_\_

Person who can respond authoritatively to any questions about this statement:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Indicate if: Corporation Sole Proprietor Partnership

Joint Venture Other (Indicate) \_\_\_\_\_

*The Applicant may attach additional information deemed appropriate to respond. Do not attach additional information irrelevant to the response.*

**1. ORGANIZATION**

A. How many years has your organization been in business as a construction contractor? \_\_\_\_\_

B. How many year has your organization been in business under its present business name? \_\_\_\_\_

C. Under what other or former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. If your organization is a corporation, please indicate:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice President's name(s) \_\_\_\_\_

Administrative Assistant's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

E. If your organization is a partnership, please indicate:

Date of organization: \_\_\_\_\_  
Type of partnership (if applicable): \_\_\_\_\_  
Name(s) of general partners: \_\_\_\_\_  
\_\_\_\_\_

F. If your organization is a sole proprietorship, please indicate:

Date of organization: \_\_\_\_\_  
Name of Owner: \_\_\_\_\_

G. If the form of your organization is other than those listed above, describe it and name the principals:

\_\_\_\_\_  
\_\_\_\_\_

H. Submit a copy of the Applicant's current organization chart showing numbers of employees by discipline and Project and the names and titles down through Project Field Superintendent.

I. Provide proposed organizational chart for the Project with names of key personnel.

J. Is the Applicant related to another firm as a parent, subsidiary or affiliate?  
Yes\_\_\_ No\_\_\_

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K. Identify the portions of the work as identified herein that are expected to be subcontracted if the contract is awarded to Applicant:

\_\_\_\_\_  
\_\_\_\_\_

**2. JUDGMENTS**

A. Has the Applicant or any officer, director or Owner thereof had any judgments entered against him within the past ten years for breach of contracts for governmental or non-governmental construction, including, but not limited to, design-build or construction management?

If yes, provide details on any such judgment.

\_\_\_\_\_  
\_\_\_\_\_

- B. Is the Application now or has the Applicant ever been involved (other than as a creditor) in any bankruptcy or reorganization proceedings?  
If yes, provide details regarding each such proceeding.

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**3. CONTRACT COMPLIANCE**

- A. Has your firm been found to be in substantial noncompliance with the terms and conditions of prior construction contracts with Fairfax County Public Schools without good cause? \_\_\_\_\_

If yes, provide details on any such instance.

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- B. Has your firm been found to be in substantial noncompliance with the terms and conditions of prior construction contracts with another public body without good cause? \_\_\_\_\_

If yes, provide details on any such instance.

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**4. CONVICTIONS**

Has the Applicant or any officer, director, Owner, project manager, procurement manager or chief financial official thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1, or (vi) any substantially similar law of the United States or another state? \_\_\_\_\_

If yes, provide details on any such conviction.

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**5. DEBARMENT**

Is the Applicant or any officer, director or Owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government? \_\_\_\_\_

If yes, provide details to include a photocopy or similar operative documentation of the order of debarment.

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**6. REFERENCES**

Provide at least three (3) references in each category and include for each reference its name, address, telephone number, and name of contact person.)

A. Design Engineers/Architects:

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B. Major Subcontractors:

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C. Owners:

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**7. WORKERS COMPENSATION EXPERIENCE**

List your Experience Modification Rate for workers compensation for the past three (3) years:

2008- ; 2009 - ; 2010 - .

**8. CONFIDENTIAL AND PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by an Applicant in connection with this prequalification process shall not be subject to disclosure under the Virginia Freedom of Information Act. However, pursuant to Section 2.2-4342 of the Code of Virginia, the Applicant must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly specify the items of information claimed as trade secrets or proprietary information, AND state the reasons why such protection is necessary in the space below.

Check here if all information on your application submitted is considered a trade secret or propriety information subject to the provisions of subsection D of §2.2-4342.

Failure to abide by this procedure may result in disclosure of the Applicant's information.

**9. FINANCIAL STATEMENT**

Include a copy of your firm's most recent audited financial statements.

**SIMILAR PROJECTS**

1. On a separate sheet(s), list all construction Projects your organization has in progress, giving the name of Project, Owner, design engineer/architect, contract amount, percent complete and scheduled completion date.
2. On a separate sheet(s), list all general construction contracting of phased-occupied renovation of school buildings your organization has completed in the past five (5) years, giving the name of Project, Owner, design engineer/architect, contract amount, and date of completion.
3. Provide on the following pages the details of the two Projects listed above, which are most similar in size and scope to this Project. Projects must have been performed under Applicant's current name and involved current principals. Please state if fewer than two Projects have been performed.

**SIMILAR PROJECTS  
PROJECT 1**

**ATTACHMENT B**

**DETAILS OF PROJECTS**

1. Applicant Name: \_\_\_\_\_  
Project Manager Name: \_\_\_\_\_  
Superintendent Name: \_\_\_\_\_
  
2. Name of Project: \_\_\_\_\_  
Contract No. \_\_\_\_\_ Project Number \_\_\_\_\_
  
3. Owner Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_
  
4. Engineer/Architect: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_
  
5. Contract Dates - Attach additional information if Project was not on schedule.  
Started: \_\_\_\_\_  
Original Contractual Completion: \_\_\_\_\_  
Final Contractual Completion: \_\_\_\_\_  
Actual Completion: \_\_\_\_\_
  
6. Attach a description of the Project. Include:  
Original Contract Value \$ \_\_\_\_\_  
Final Contract Value \$ \_\_\_\_\_  
Value of: Change Orders to Date \$ \_\_\_\_\_  
Outstanding Claims to Date \$ \_\_\_\_\_
  
7. Name of Bonding Company \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_
  
8. Major Subcontractor(s)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_  
Role In Project: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_  
Role In Project: \_\_\_\_\_

**SIMILAR PROJECTS  
PROJECT 2**

**ATTACHMENT B**

**DETAILS OF PROJECTS**

1. Applicant Name: \_\_\_\_\_  
Project Manager Name: \_\_\_\_\_  
Superintendent Name: \_\_\_\_\_
  
2. Name of Project: \_\_\_\_\_  
Contract No. \_\_\_\_\_ Project Number \_\_\_\_\_
  
3. Owner Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_
  
4. Engineer/Architect: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_
  
5. Contract Dates - Attach additional information if Project was not on schedule.  
Started: \_\_\_\_\_  
Original Contractual Completion: \_\_\_\_\_  
Final Contractual Completion: \_\_\_\_\_  
Actual Completion: \_\_\_\_\_
  
6. Attach a description of the Project. Include:  
Original Contract Value \$ \_\_\_\_\_  
Final Contract Value \$ \_\_\_\_\_  
Value of: Change Orders to Date \$ \_\_\_\_\_  
Outstanding Claims to Date \$ \_\_\_\_\_
  
7. Name of Bonding Company \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_
  
8. Major Subcontractor(s)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_  
Role In Project: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_  
Role In Project: \_\_\_\_\_

**ANTICIPATED PROJECTS**

1. On a separate sheet(s), list all anticipated construction Projects your organization intends to pursue, giving the name of Project, Owner, design engineer/architect, contract amount, and scheduled completion date of the anticipated Project.

**KEY PERSONNEL**

Provide information about the experience of key personnel of the Applicant. The information shall include name, title of intended assignment, years of construction experience, last employer, last position, and experience on similar Projects.

Applicant must also show the percentage of time key personnel will dedicate to the Project.

**AFFIDAVIT OF ACCURACY**

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of the Prequalification Application are true and correct.

The undersigned swears or affirms under the penalty of perjury that the contractor, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the contractor, or themselves, to gain any favoritism in the award of any contract resulting from this bid.

\_\_\_\_\_  
NAME OF APPLICANT

\_\_\_\_\_  
REPRESENTATIVE/TITLE  
(SIGNATURE)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

DATE:

NOTARY SEAL:

**ACTION PLAN**

Please describe proposed actions to minimize costs to FCPS attributable to work disruptions related to unforeseeable conditions and changes in the Work:

- A. Plan to accommodate changes, additions, and disruptions to the extent practicable within the contract time.
- B. Applicant's technical resources to solve field problems.
- C. Plan to protect portions of finished work during work disruptions.
- D. Certification all necessary steps will be taken to minimize additional costs and time to Fairfax County Public Schools resulting from changes, unforeseen conditions, asbestos abatement procedures.
- E. Indoor Air Quality Plan.
- F. Plan to address any and all long lead-time materials.
- G. Safety Plan.

**MANAGEMENT PLAN**

Describe the general plan for meeting the management requirements of the total Project.

## ATTACHMENT H

### **VIRGINIA CLASS A CONTRACTOR'S LICENSE**

Attach a copy of a Virginia Class A Contractor's License, and a commitment to require that all affected subcontractors carry a Virginia Contractor's license, Class A, B, or C, as applicable.

### **STATE CORPORATION COMMISSION CORPORATE IDENTIFICATION NUMBER**

Attach a copy of the State Corporation Commission Corporate Identification Number must also be submitted.

**SUGGESTED SURETY STATEMENT**

(Name of Applicant) has been a client of (name of Surety Company) for over (\_\_\_\_\_) years. During that time, we have supported this firm in their pursuit of Projects in the \$\_\_\_\_\_ range and total programs in excess of \$\_\_\_\_\_.

We are prepared to provide Bid, Performance, and Payment Bonds on the aforementioned Project, provided (name of Applicant) accepts an award of the contract and makes application to us on or about the time the work is to commence, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms and job specifications, acceptable bond forms, and confirmation of full financing.

We also possess certificates of authority as an acceptable surety authorized to do business in the Commonwealth of Virginia as published annually in the Federal Register, Department of Treasurer, Fiscal Service, Department Circular 570.

Sincerely,

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**Attorney-In-Fact  
(Name of Surety Company)**

**Name of Surety**

**Signature**

**Typed Signature**

**Date**

**Address**

**Telephone**

**SAFETY VIOLATIONS RESPONSE PER THE FAIRFAX COUNTY SAFETY RESOLUTION**

***SAFETY VIOLATIONS CERTIFICATE***

List safety violations:

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If there were no safety violations, execute the following certification:

I hereby certify that \_\_\_\_\_ has not received any  
(Name of Offeror)

Citations for safety violations described in Special Provisions, Paragraph 8 which has become final within three years prior to proposal submission.

\_\_\_\_\_  
Principal

State of : \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, after first being duly sworn, appeared before me, the undersigned Notary Public, and executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Seal

**WORK BY CONTRACTOR**

The undersigned affirms that, if selected as a bidder as a result of this prequalification, the undersigned contemplates to perform by its own forces includes (check off applicable entries below):

FOR THE PURPOSES OF THIS SOLICITATION AND ANY SUBSEQUENT BID FOR THE WORK, "OWN FORCES" SHALL MEAN THE "A" WORK FORCE OF THE CONTRACTOR OR "B" WORK FORCE OF A WHOLLY OWNED SUBSIDIARY:

WORK BY

ITEM "A" "B" NATURE OF WORK

1.	_____	_____	SITWORK
2.	_____	_____	CONCRETE
3.	_____	_____	MASONRY
4.	_____	_____	METALS
5.	_____	_____	WOOD/PLASTICS
6.	_____	_____	ROOFING - THERMAL & MOSITURE PROTECTION
7.	_____	_____	DOORS & WINDOWS
8.	_____	_____	FINISHES
9.	_____	_____	SPECIALTIES
10.	_____	_____	CASEWORK, EQUIPMENT, AND FIXTURES
11.	_____	_____	ELECTRICAL
12.	_____	_____	PLUMBING
13.	_____	_____	MECHANICAL
14.	_____	_____	AUTOMATIC TEMPERATURE CONTROLS
15.	_____	_____	COMMUNICAITON AND SPECIAL SYSTEMS

**ATTACHMENT L  
(Sample)**

(BIDS \$100,000 OR HIGHER)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
of \_\_\_\_\_ (hereinafter called the "Principal", and  
\_\_\_\_\_, a corporation organized and existing under the laws of the State  
of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to  
transact business in the Commonwealth of Virginia as a surety (hereinafter called the "Surety"),  
are held and firmly bound unto the SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA  
(hereinafter called the "Obligee") in the penal sum of  
Dollars (\$ \_\_\_\_\_) lawful money of the United States of America for the payment  
of which well and truly to be made, the Principal and the Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally and firmly by these  
presents.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee,  
dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2000,  
(hereinafter called the "Contract"), for \_\_\_\_\_, which  
Contract is by reference made a part hereof;

WHEREAS, the Principal is obligated to furnish security with respect to its obligation to  
perform the work to be performed under the Contract; and

WHEREAS, The Principal desires to furnish this Performance Bond in lieu of a certified  
check or cash escrow otherwise required to be provided to the Obligee.

NOW THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH  
THAT, if the Principal and its successors or assigns, or any of them shall:

Well and truly and in good sufficient and workmanlike manner perform or cause to be  
performed the Contract, and each and every of the covenants, promises, agreements,  
warranties, and provisions to be performed by the Principal set forth therein, in strict  
conformity with the plans and specifications, and complete the same within the time  
period specified therein, all as may be amended from time to time by the parties thereto,  
and fully indemnify and save harmless the Obligee from all costs and damages which it  
may suffer by reason of the Principal's failure to do so and fully reimburse and repay the  
Obligee all costs and expenses which it may incur in making good any such default, then  
these obligations shall be null and void, otherwise they shall remain in full force and  
effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations:

- (a) In no event shall the Surety, or its successors or assigns be liable for a greater sum than the penalty of this bond.
- (b) No action on this bond shall be brought unless within one year after (i) completion of the Contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such, in all other cases.
- (c) The Surety, for value received, on behalf of itself and its successors and assigns hereby stipulates and agrees that the obligations of the Surety or its successors and assigns under this bond shall not in any manner be impaired or affected by (a) any extension of time, modification, omission, addition or amendment of or to the Contract or the work to be performed thereunder; (b) any payment thereunder before the time required therein; (c) any waiver of any provision thereof; or (d) any assignment, subletting or other transfer of all or of any part thereof or of any work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, does hereby waive any right to receive notice of any and all of such extensions, modifications, omissions, additions, amendments, payments, waivers, assignments, subcontracts and transfers.

The Surety hereby stipulates and agrees that in the event that the Obligeo declares the Principal to be in default the Surety will promptly at the Obligeo's election: (a) perform and complete the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein; (b) obtain bids from qualified contractors for completing the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein and, upon determination by the Obligeo and the Surety of the lowest responsible and responsible bidder, (i) arrange for a contract between such bidder and the Obligeo and (ii) make funds available directly to the Obligeo, or to such contractor(s) as the Obligeo shall designate, to pay the costs of completion less the balance of the contract price as such may have been adjusted by change order (such amount, including other costs and damages for which the Surety may be liable hereunder, not to exceed the penal sum set forth in the first paragraph hereof); or (c) remedy the default. As employed herein, the phrase "balance of the contract price" shall mean the total amount payable by the Obligeo to the Principal under the Contract after all proper adjustments have been made, less the aggregate of all amounts paid by the Obligeo to the Principal thereunder. All payments to be made by the Surety hereunder shall be paid within thirty (30) days after the Surety's receipt of a request or demand therefor.

The Obligeo's omission to call upon the Surety in any instance shall in no event release the Surety from any obligation hereunder.

All notices, requests, demands and other communications which are provided hereunder, shall be in writing and shall be deemed to have been duly given upon the hand delivery thereof during business hours, or upon the earlier of receipt or three (3) days after posting by registered mail or certified mail, return receipt requested, or on the next business day following delivery to a reliable overnight delivery service, if to the Principal or the Obligee, to the addresses set forth in the Contract, and if to the Surety, to the address set forth beneath its signature.

IN WITNESS WHEREOF, the Principal and Surety have caused this Performance Bond to be signed and sealed by their duly authorized officers as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002,

\_\_\_\_\_  
Principal

(SEAL)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_

Attorney-in Fact (Attach  
Copy of Power of Attorney)

Name \_\_\_\_\_

Title: \_\_\_\_\_

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

Countersigned for the  
Commonwealth of Virginia:

By: \_\_\_\_\_  
Resident Agent

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

\_\_\_\_\_  
END OF SECTION

(BIDS \$100,000 OR HIGHER)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, of \_\_\_\_\_(hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, and authorized to transact business in the Commonwealth of Virginia a surety (hereinafter called the "Surety"), are held and firmly bound unto the SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA (hereinafter called the "Obligee") in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which well and truly to be made, the Principal and the Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with Obligee, dated as the \_\_\_\_\_ day of \_\_\_\_\_, 2000, (hereinafter called the "Contract"), for \_\_\_\_\_, which Contract is by reference made a part hereof;

WHEREAS, the Principal is required to furnish security with respect to its obligation to promptly and fully pay for all labor, materials, services, supplies and equipment provided to the Principal or any subcontractor in the prosecution of the work to be performed under the Contract, and

WHEREAS, the Principal desires to furnish this Payment Bond in lieu of a certified check or cash escrow otherwise required to be provided to the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the Principal and its successors or assigns, or any of them shall:

Pay or cause to be paid the wages and compensation for labor performed and materials supplied by all persons (hereinafter called "claimants") who have and fulfill contracts to supply labor or materials to the Principal or to any subcontractor engaged in the prosecution of the work to be performed pursuant to the Contract, then these obligations shall be null and void; otherwise they shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations:

- (a) In no event shall the Surety, or its successors or assigns, be liable for a greater sum than the penalty of this bond, or be subject to any suit, action or proceeding thereon that is instituted by any claimant hereunder later than one year after the day on which such claimant last performed labor or last furnished or supplied materials under or in connection with the Contract.
- (b) Neither the Surety nor its successors or assigns shall be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.

The Surety, for value received, on behalf of itself and its successors and assigns, hereby stipulates and agrees that the obligations of the Surety and its successors and assigns, and under this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer or all or any part thereof, or of any work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees, shall have the same effect as to the Surety and its successors and assigns, as though done or omitted to be done by and in relation to the Principal.

All notices, requests, demands and other communications which are provided hereunder, shall be in writing and shall be deemed to have been duly given upon the hand delivery thereof during business hours, or upon the earlier of receipt or three (3) days after posting by registered mail or certified mail, return receipt requested, or on the next business day following delivery to a reliable overnight delivery service, if to the Principal or the Obligee, to the addresses set forth in the Contract, and if to the Surety, to the address set forth beneath its signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the principal and Surety have caused this Payment Bond to be signed and sealed by their duly authorized officers as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Principal

(SEAL)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Surety: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Attorney-in-Fact (Attach  
Copy of Power of Attorney)

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

Title: \_\_\_\_\_

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

Countersigned for the  
Commonwealth of Virginia:

By: \_\_\_\_\_

Resident Agent

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

\_\_\_\_\_

END OF SECTION