



HAZARDOUS MATERIALS REMOVAL CONTRACT (ASBESTOS/LEAD)

INVITATION FOR BID# MMB-063-24

Bidders are advised that the Contract Documents for this Project require the payment of prevailing wages to all mechanics, laborers, and other workers of every tier in accordance with the Fairfax County Prevailing Wage Ordinance and Virginia Code § 2.2-4321.3 (the "Prevailing Wage Requirements"). In addition to payment of prevailing wages, the successful Bidder's obligations with respect to the Prevailing Wage Requirements applicable to this Contract also include, but are not limited to, compliance with the certification, posting, and recordkeeping requirements set forth therein. Additional information regarding the Prevailing Wage Requirements can be viewed on the following webpages: <https://www.fairfaxcounty.gov/topics/prevailing-wage-ordinance> and <https://doli.virginia.gov/prevailing-wage-law/> (scroll down to "Prevailing Wage Contractor Responsibilities")

**FAIRFAX COUNTY PUBLIC SCHOOLS
OFFICE OF FACILITIES MANAGEMENT
5025 SIDEBURN ROAD
FAIRFAX, VA 22032-2637
(703) 764-2457**

**FAIRFAX COUNTY PUBLIC SCHOOLS
HAZARDOUS MATERIALS REMOVAL CONTRACT**

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SPECIAL PROVISIONS

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1. SCOPE:

- 1.1. The purpose of this solicitation is to establish a contract for the removal of hazardous materials such as asbestos floor tile/mastic, lead paint, and other such related hazardous materials for the Fairfax County Public Schools' ("FCPS"), Department of Facilities and Capital Programs, on behalf of the Fairfax County School Board (the "FCSB," and together with FCPS, collectively and interchangeably referred to herein as the "Owner"). The Owner wishes to procure the services of a primary and secondary contractor, each of whom shall be a fully qualified and properly licensed contractor to provide a ready "as required" source for the removal of hazardous materials and related services from the Owner's facilities during the term of any contract awarded hereunder. Notwithstanding the foregoing, any contract(s) awarded hereunder shall not be exclusive and, as such, the Owner reserves the right to procure and award one or more separate contracts to other contractors for the same or similar services during the term of any contract awarded hereunder in the event that the Owner determines that such action is in its best interests.
- 1.2. The majority of the removal services to be procured hereunder will be performed in occupied and furnished rooms and will be performed during non-school hours, as necessary in order to minimize impact to and disruption of the Owner's classrooms and other facilities. Bidders are advised that the Owner frequently will require removal work to be performed at multiple sites during the same or overlapping timeframe(s). A typical example would consist of the following: one (1) large site (greater than 5000 sq. ft.) and two (2) smaller sites averaging 2000 sq. ft. each. Bidders must be able to provide adequate personnel to complete each project within the specified timeframe(s). Bidders must have a flexible organization that can perform multiple (four (4) or more) assignments simultaneously for emergency and non-emergency work.
- 1.3. Non-school hours include, but are not limited to, periods of time occurring after daily dismissal of children, overnight, and during weekends, student holidays, and federal and state holidays. Each project will be deemed to be complete when the affected space is restored to usable condition and ready for normal use (i.e. new vinyl flooring is installed, coated with floor finish, and furniture replaced). The Owner will be responsible for coordinating the Contractor's activities with FCPS staff, students, and other persons impacted by the Contractor's performance of the project.
- 1.4. Bidders are advised that the Owner will engage the services of an independent industrial hygienist firm to monitor all removal activities performed by the Contractor and to conduct air monitoring services in order to ensure compliance with all state, local and federal regulations. The Contractor will cooperate with the independent industrial hygienist firm and follow all directions given by or on behalf of the independent industrial hygienist firm's project monitor.

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2. PERIOD OF CONTRACT AND RENEWAL:

2.1. The term of any contract(s) awarded hereunder shall be from June 1, 2024 or the date of the award whichever is later, through May 31, 2025 (such period of time to be referred to herein as the "Original Contract Period"). The Owner reserves the right, in its sole discretion, to renew this contract for up to two (2) additional one-year periods (each, a "Renewal Period"), one contract year at a time, upon written notice to the Contractor delivered at least thirty (30) days prior to the expiration of the then-current contract year. If both Renewal Periods are elected by Owner, the Renewal Periods will be successive. Services performed during any Renewal Period will be governed by and performed in accordance with the same contract terms and conditions that apply to the Original Contract Period, subject to the price adjustment set forth in Section 3.3 of these Special Provisions. The Original Contract Period and any Renewal Periods will be collectively referred to in the Contract Documents as the "Contract Period". The Contract Period will in no event extend beyond May 31, 2027.

2.2. Any contract awarded pursuant to this Invitation for Bid will be conditioned upon a sufficient annual appropriation of funds to pay amounts due the Contractor under the contract. In the event that a sufficient appropriation is not made for any fiscal year during the Contract Period, and the Owner lacks funds from other sources to pay the compensation due under the contract for the subsequent fiscal year, then the contract shall terminate effective at the end of the fiscal year for which funds were appropriated, and the Owner will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediately preceding fiscal year. The Owner will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination, provided however that any failure by the Owner to provide such notice will not extend the contract into a fiscal year with respect to which sufficient funds for contract payments have not been appropriated.

3. PRICES AND PRICE ADJUSTMENT:

3.1 All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices/discounts shall in all events remain firm for 365 days from June 1, 2024. The total compensation to be paid by the Owner to a successful bidder for all projects performed during the Original Contract Period or any individual Renewal Period will in no event exceed \$6,000,000.00 or the maximum amount then prescribed by law. The total compensation for any individual project performed by a successful bidder hereunder will in no event exceed \$500,000.00 or the maximum amount then prescribed by law.

3.2 The labor rates specified by the bidder shall be deemed to include all direct and indirect overhead costs of every type and description, including but not limited to transportation, general and administrative costs, etc. Labor rates will be calculated and paid solely based on actual time at the site.

Items and materials, including equipment rental, used for a project will be invoiced based upon the actual (and reasonable) cost to the Contractor of the items, materials, and/or equipment rental with an aggregate mark-up equal to no more than 10% of such cost. Invoices which include material costs over \$25

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must be accompanied by an itemized list of materials and of rental equipment furnished at the job site, as approved at the time of use by Owner's representative. Charges must be accompanied in each instance by an unaffiliated supplier's invoice to substantiate cost to Contractor.

- 3.3 The Contractor agrees that all prices and rates specified on its Bid Form shall remain firm for the Original Contract Period and thereafter, unless and until adjusted by the parties in the manner prescribed herein. In the event that the Contract is renewed by the Owner for one or more Renewal Periods, then the prices and rates may be adjusted by the parties as follows:

Only after the Original Contract Period and no more than once in any twelve-month period thereafter during any Renewal Period, the Contractor may submit a request for contract price adjustment to the Owner. Each request for price adjustment must include, at a minimum, the following: (a) the Contractor's justification for the price adjustment; (b) the proposed effective date of the price adjustment (which date shall, for the first Renewal Period (if any), be a date that is after the expiration of the Original Contract Period and shall, for any subsequent Renewal Period, be a date that is at least twelve (12) months after the effective date of any previous price adjustment hereunder); and (c) the amount of the proposed adjustment requested, together with supporting documentation from the Bureau of Labor Statistics, Consumer Price Index (CPI-U) for the Washington, D.C. area. The amount of any price adjustment approved by Owner hereunder shall in no event exceed the amount of any corresponding increase in the CPI-U with respect to such period. The request must be received by the Owner at least thirty (30) days prior to the proposed effective date of the adjustment and shall become effective only upon approval by the Owner.

- 3.4 No other adjustments to prices and rates will be made. The increased contract prices and/or rates shall not apply to orders received by the Contractor prior to the effective date of the approved increase(s). Orders placed by Purchase Order or Notice to Proceed shall be considered to have been received by the Contractor on the second (2nd) business day following the date of issuance by the Owner.
- 3.5 Bidders are advised that the Contract Documents for this Project require the payment of prevailing wages to all mechanics, laborers, and other workers of every tier in accordance with the Fairfax County Prevailing Wage Ordinance and Virginia Code § 2.2-4321.3 (the "Prevailing Wage Requirements"). In addition to payment of prevailing wages, the successful Bidder's obligations with respect to the Prevailing Wage Requirements applicable to this Contract also include, but are not limited to, compliance with the certification, posting, and recordkeeping requirements set forth therein. Additional information regarding the Prevailing Wage Requirements can be viewed at the following webpage: <https://www.fairfaxcounty.gov/topics/prevailing-wage-ordinance> and <https://doli.virginia.gov/prevailing-wage-law/> (scroll down to "Prevailing Wage Contractor Responsibilities").

4. MANDATORY PRE-BID MEETING:

A **pre-bid meeting** will be held **April 15, 2024, beginning at 9:00 a.m.** in the Conference Room at Sideburn Support Center, 5025 Sideburn Road, Fairfax, VA 22032. Bidders shall proceed to

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the Conference Room to sign the meeting roster. **NO ONE WILL BE ADMITTED AFTER 9:05 A.M.**

The purpose of the pre-bid meeting is to provide potential Bidders an opportunity to ask questions and obtain clarification about any aspect of this Invitation for Bid. Any changes or clarifications resulting from this pre-bid meeting will be issued in a written addendum. It is important that all Bidders have a clear understanding of the specifications, scope of work, and requirements of this solicitation. Attendance at the pre-bid meeting will be a prerequisite for submitting a Bid; attendance will be evidenced by the Bidder's signature on the meeting roster. Bidders who do not attend the mandatory pre-bid meeting will not be permitted to submit a Bid and will not be eligible to receive award of a Contract hereunder. If a Bidder submits a Bid and did not attend the mandatory pre-bid meeting, the Bid will not be considered.

5. INTERPRETATION OF BID:

5.1. Any questions pertaining to this solicitation shall be directed in writing to:

Angela C. Mylechraine, CPPB, VCO, Contract Administrator
Fairfax County Public Schools
Department of Facilities and Capital Programs
Office of Facilities Management
5025 Sideburn Road, Room 16
Fairfax, Virginia 22032
Telephone Number: (703) 764-2457
Email: acmylechrain@fcps.edu

6. SUBMISSION OF BIDS:

6.1. Each bidder must use the attached Bid Form/Pricing Schedule to submit its bid. The Bid Form must be completed in its entirety. All bidders must return one (1) copy of each of the following:

the Completed Bid Form signed by a duly-authorized representative of bidder
a copy of bidder's valid Commonwealth of Virginia Asbestos License,
a copy of bidder's valid Commonwealth of Virginia Class A Contractors License
with Lead Specialty,
the BPOL Form – Appendix A,
the Jurisdiction Listing – Appendix B
the Surety Letter
the bidder's Safety Violations Certificate – Appendix C

Bids shall be delivered to and time-stamped at the following address on or before the day and hour set for the opening of bids:

Fairfax County Public Schools
Department of Facilities and Capital Programs
Office of Facilities Management
5025 Sideburn Road, Room 16
Fairfax, Virginia 22032

Bids will be received in Room 16 at the above address until **10:00 a.m., May 8, 2024** and must be time-stamped accordingly. It is the sole responsibility of each

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bidder to deliver its bid timely and to the precise location indicated as the place for receipt and opening of bids. Accordingly, bids which are transmitted via U.S. Mail, commercial courier, or overnight delivery service to the Owner are not guaranteed to be brought timely to the attention of the Owner's official who is responsible for opening the bids for this project.

- 6.2. BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD.
- 6.3. Bidders are reminded that changes to the solicitation, in the form of addenda, may be issued by the Owner between the issue date of this IFB and the date that is two (2) days before the bid opening date. By executing the Bid Form/Pricing Schedule, the bidder acknowledges that the bidder: (a) has read this solicitation, understands it, and agrees to be bound by its terms and conditions; (b) has made due inquiry of the Owner as to the existence of any addenda issued in connection with this solicitation; (c) is satisfied that he has received any and all such addenda and the bidder has taken the contents thereof into consideration when preparing and submitting its bid; and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in its bid based upon its failure, in fact, to have received any one or more addenda. Addenda, if any, will be posted on line at:
<https://www.fcps.edu/get-involved/doing-business-fcps/facilities-management-current-solicitations>

7. PROJECTED REQUIREMENTS:

- 7.1. From time to time during the Contract Period, the Owner will issue orders (such orders to be in the form of Purchase Orders, Notices to Proceed, and/or emergency orders) for specific hazardous removal services contemplated by the Contract as requirements arise. Please refer to Special Provisions, Item 10. Purchase Order/Method of Ordering.

8. QUOTATION LIMITATION:

- 8.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid.

9. BID EVALUATION/CONTRACT AWARDS:

- 9.1. Contracts will be awarded hereunder, if at all, to the two responsible bidders who submit the two lowest responsive bids in response to this IFB, (based upon the aggregate sum of extended bid prices in column D for all sections of the Bid Form) in accordance with this IFB. The qualifications, competency, and responsibility of bidders will be considered in making any awards hereunder. The Owner reserves full right and discretion to: (a) award a primary contract to the lowest responsible and responsible bidder (the "Primary Contractor"); and (b) award a secondary contract to the second lowest responsive and responsible bidder (the "Secondary Contractor"); and (c) issue Purchase Orders, Task Orders and/or Notices to Proceed to the Primary Contractor and/or the Secondary Contractor at any time and from time to time during the terms of each such contract. Owner's decision to issue one or more Purchase Orders, Task Orders or Notices to Proceed to the Secondary Contractor shall in each instance be based upon the criteria set forth in Section 22 of these Special Provisions and Owner's prior good faith determination that such an allocation of tasks will aid in the timely and satisfactory fulfillment of its pending and/or contemplated projects.

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9.2 Good Faith Bid Prices: This solicitation seeks to procure construction services of the nature described herein by establishing a book of unit prices to be used as the need arises during the Contract Period for such services. By definition, at this time the Owner can neither define a specific scope of work, nor forecast with precision the type, amount, or extent of its needs during the Contract Period with respect to any one or more bid items. As such, bidders are to provide commercially reasonable pricing with respect to each and every bid item set forth on the attached Bid Form in order to receive consideration for award. The amount bid for each bid item shall be a good faith charge or unit price, which in every instance must be commercially reasonable and susceptible to substantiation in the industry. All amounts bid with respect to labor costs shall be equal to or greater than the prevailing wage rates established in accordance with Prevailing Wage Requirements. Compliance with the foregoing is intended to provide the Owner with satisfactory assurance that the successful bidder(s) will be able to perform, and will perform in accordance with the Contract Documents and Prevailing Wage Requirements, any or all of the bid items in any combination and in whatever quantities as may be required in order to meet the Owner's needs as they arise from time to time during the Contract Period.

10. PURCHASE ORDER/METHOD OF ORDERING:

10.1 A Purchase Order ("PO"), Task Order, or Notice to Proceed letter ("NTP," and collectively, a "PO/NTP") may be enclosed with either of the resulting contracts or may be issued to the Primary Contractor and/or the Secondary Contractor at any time and from time to time during the corresponding Contract Periods. Upon issuance, each such PO/NTP will be incorporated in and become a part of the corresponding contract. The PO/NTP indicates that sufficient funds have been obligated as required by law.

10.2 The PO/NTP does not supersede any provisions of the resulting contract. Performance time and date are determined solely by the contract and any modification thereto.

11. CORRESPONDENCE:

11.1. All communications between the parties relating to material contractual issues shall be through the Contract Administrator and must be in writing.

12. ADDITIONS/DELETIONS:

12.1. The Owner reserves the right to add similar items/services or delete items/services specified in the resulting contracts as the Owner's requirements change during the Contract Period. The Owner and the Contractors will mutually agree to prices for items/services to be added to the contract. Written contract amendments, which may take the form of Change Orders, will be issued for all additions or deletions.

13. CANCELLATION OF ORDERS:

13.1. Purchases made pursuant to any Contract awarded hereunder are for readily available supplies and services. Time is of the essence in furnishing the items and services ordered. The Owner reserves the right to cancel the order and/or to refuse delivery or performance in the event that the items or services ordered are

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not furnished within the period of time specified in the applicable the Purchase Order or other communication from the Owner.

14. SEPARATE PURCHASES:

14.1 No contract awarded hereunder shall be exclusive. Notwithstanding the award of any contracts hereunder, the Owner reserves the right to separately procure and award one or more separate contracts for the removal and disposal of hazardous materials, or any other service contemplated by this IFB.

15. SAFEGUARDS OF INFORMATION:

15.1. Unless approved in writing by the Owner, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the contract.

16. NEWS RELEASES BY VENDORS:

16.1 As a matter of policy, the Owner does not endorse the products or services of a contractor. A contractor will not issue news releases concerning any resultant contract from this solicitation without the prior written approval of the Owner. All proposed news releases will be routed to the Owner for prior review and approval.

17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

17.1 Each and every clause and/or provision of law required by law to be inserted in this Contract shall be deemed to be inserted and incorporated by reference. The Contract shall be read and enforced as though the required provisions are included and, if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion.

18. CONTRACT DOCUMENTS:

18.1. The terms "Contract" and "Contract Documents" shall be used interchangeably herein and shall consist of the following:

- a. The signed Acceptance Agreement;
- b. These Special Provisions;
- c. The Technical Specifications;
- d. The General Conditions;
- e. The General Requirements;
- f. Any Addenda issued prior to execution of the Agreement;
- g. The Notice of Award issued by the Owner to the Contractor;
- h. Any Notices to Proceed, Task Orders, and Purchase Orders issued by the Owner to the Contractor;
- i. The Contractor's Payment and Performance Bonds;
- j. The Bid Documents, which shall include the Contractor's completed Bid Form, the Instructions to Bidders, the BPOL Form, the Jurisdiction Listing;
- k. The Contractor's completed Bid Form; and

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- I. All provisions required by applicable law, rule or regulation to be incorporated herein, regardless of whether any such provision is referred to or set forth expressly in these Contract Documents.

19. ELECTRONIC PAYMENT OPTION:

- 19.1 The Vendor ACH Payment Program of Fairfax County Public Schools allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Fairfax County Public Schools, Office of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Office of Finance at (571) 423-3743 or via email to FCPSVendorInvoices@fcps.edu

20. ORDER OF PRECEDENCE:

- 20.1. In the event of any conflict, error or ambiguity in or among the various Contract Documents, such documents shall be accorded the following order of precedence:

Notices to Proceed, Task Orders, Change Orders, Contract Amendments, and Purchase Orders issued hereunder (with priority accorded in reverse chronological order (most recent date to latest date) when, for example, multiple change orders are issued with respect to a single project)

Notice of Award
Acceptance Agreement
Addenda
Special Provisions
Technical Specifications
General Requirements
General Conditions
Payment and Performance Bonds
Bid Documents
Bid Form

The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

21. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 21.1 Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Owner acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Appendix B for sample listing).

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- 21.2 It is the Contractor's responsibility to notify the public body(ies) of the availability of the contract(s).
- 21.3 Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 21.4 Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 21.5 The Owner shall not be held liable for any costs or damages incurred by another public body or by the Contractor as a result of any award extended to that public body by the Contractor.
22. RESPONSE TIME:
- 22.1 In the event that the Primary Contractor cannot meet the specified response time or delivery requirements, then the Owner may rescind the PO/NTP issued to the Primary Contractor and: (i) reissue to the Secondary Contractor hereunder; or (ii) procure such services by means of a separate procurement.
- 22.2 Except for services constituting an emergency (as determined by the Owner), all services on the individually assigned projects will commence and be completed in accordance with the project schedule, as accepted by the Owner.
- 22.3 Emergency services will commence no later than four (4) hours after the Contractor receives notice from the Owner. Such notice typically will be communicated to the Contractor verbally at an on-site meeting (or otherwise) by Wan authorized representative of the Owner. The Owner will follow up with a PO/NTP that will memorialize the terms of the directive.
- 22.4 In the event that the Owner determines that the Contractor is unwilling or unable to satisfy the specified Response Time or perform any service in accordance with the contract requirements, the Owner shall have the right in its sole discretion to procure such services from the Secondary Contractor or by means of a separate procurement.
23. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:
- 23.1 The Owner is committed to a policy of nondiscrimination in all of its programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at (571) 423-3070 or HRequity&employeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 23.2 The Owner is fully committed to the Americans with Disabilities Act (the "ADA"), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all programs, activities and

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services conducted by the Owner. The Owner's contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All persons and entities entering into contracts with the Owner are required to make the same commitment. By signing and submitting the enclosed Bid Form, each Bidder agrees to comply with the ADA in connection with its performance of any contract awarded hereunder.

24. IMMIGRATION REFORM AND CONTROL ACT:

- 24.1 By submitting a bid in response to this solicitation, the bidder certifies that it 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 Reform and Control Action of 1986.

END OF SECTION

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. QUALIFICATIONS OF BIDDER:

In addition to any other licenses and certifications listed elsewhere in the Contract Documents (including required licenses and certifications relating to asbestos and lead-based paint removal), each bidder shall be required to be licensed as a Class A Contractor pursuant to Title 54.1, Chapter 11 of the Virginia Code, as amended, before such bidder's bid may be submitted to the Owner and be eligible for consideration hereunder. Each bidder shall place its Virginia Class A Contractor License Number on the outside of the envelope containing its proposal and, in the space, provided therefor on the signature page of the Bid Form.

The bidder shall be qualified by experience, financing, organization, scheduling and coordination ability, and shall have the necessary labor and equipment to perform the work called for in the Contract Documents. In order to be eligible to perform the work, the bidder's site supervisors must have a minimum of three years of related experience and its removal workers must have at least one year of related experience. The bidder shall have experience with work of similar type and size to that called for in the Contract Documents and such experience shall be based upon projects that have been completed by the bidder within the last five years. Upon request of Owner, Bidders agree to submit references within one (1) business day after Owner's request.

2. LICENSE REQUIREMENT:

All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL tax should be directed to the Office of Assessments, telephone (703) 222-8234

3. REGISTERING OF CORPORATION:

Authorization to Transact Business: By submitting a bid in response to this solicitation, the bidder represents and warrants as follows: (a) it has authorization to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law; and (b) it shall not allow its existence to lapse or its certification of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of this Contract.

Certificate of Authority: Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733 or (800) 552-7945. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

4. BIDDER'S QUESTIONS:

All contact between prospective Bidders and the Owner with respect to this solicitation will be formally held at scheduled meetings or will be conducted in writing through the Owner's Office of Facilities Management. Except as expressly authorized herein, communications between prospective bidders, their agents and/or representatives and any representative of the Owner concerning interpretation of all or any portion of this solicitation are prohibited and may not be

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relied upon for any purpose. No interpretation of the meaning of these documents will be made to any bidder orally.

Any question or request for an interpretation must be in writing and submitted to the Owner by U.S. Mail, commercially recognized overnight delivery service, or hand delivery during business hours addressed as follows:

Angela C. Mylechraine, CPPB, VCO, Contract Administrator
Fairfax County Public Schools
Department of Facilities and Capital Programs
Office of Facilities Management
5025 Sideburn Road, Room 16
Fairfax, Virginia 22032
Telephone Number: (703) 764-2457
Email: acmylechrain@fcps.edu

In order to be eligible for consideration, a question or request for interpretation must be received on or before the date that is three (3) days before the date established for the submission of bids.

5. ADDENDA:

Any and all such responses, interpretations and any supplemental instructions will be returned in writing to the prospective bidder requesting such interpretation or will be in the form of written addenda which, if issued, will be not later than two (2) days prior to the date fixed for submission of bids.

It shall be the responsibility of each bidder to monitor the Owner's website for Addenda issued at the following URL: <https://www.fcps.edu/get-involved/doing-business-fcps/facilities-management-current-solicitations> Notwithstanding any provision to the contrary, the failure of any bidder to monitor the Owner's website or to otherwise receive any addenda shall neither constitute grounds for withdrawal of a bid nor relieve such bidder from any responsibility for incorporation of the provisions of any addenda into its bid, as submitted. All addenda so issued shall become part of the Contract Documents.

6. SURETY LETTER:

Each bidder shall submit with its Bid Form a Surety Letter in substantially the form included in this IFB. The Surety Letter shall be issued on surety's letterhead by a surety company that is licensed to conduct business in the Commonwealth of Virginia and shall be signed by a duly authorized representative of the surety.

7. CONTRACT SECURITY:

- A. For purchase orders or notices to proceed involving amounts of \$100,000 or above, the successful bidder, promptly and prior to performance of the services, shall furnish a Performance Bond and a Payment Bond each in an amount equal to one hundred percent (100%) of the purchase order price. Bonds shall be on the forms herein provided and shall be issued by a surety company licensed to conduct business in Virginia. The Owner reserves the right to request documentation from the surety company as to its financial capabilities, past experience, etc. In the event that the Contractor's surety company becomes insolvent, bankrupt or in any way is incapable of providing the services and/or security of the Performance and Payment Bonds, the Contractor shall within ten (10) days furnish a new Payment and a new Performance Bond to the Owner

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from a surety licensed to conduct business in Virginia. Any additional cost in securing new bonding will be the responsibility of the Contractor.

- B. In lieu of a payment and/or performance bond, the successful bidder may furnish a certified check or cash escrow in the face amount(s) required for such bond(s).

8. BIDS:

- A. In order to be eligible for consideration, bids shall be made in accordance with the following instructions:

1. Before submitting a bid, each bidder shall become familiar with the requirements of the Contract Documents and shall include in its bid prices a sum sufficient to cover the cost of all items and services described herein.
2. Bids shall be made upon the Bid Form prepared and furnished by the Owner, a copy of which is bound herein. Bids must contain a bid for each of the items shown on the bid form. Failure to complete all requested prices shall be cause for rejection of the bid. The completed form shall be without erasures, exceptions, or alterations.
3. Bids shall not contain any recapitulation of the work to be done, and alternate bids will not be considered unless called for. No oral, telegraphic bids or modifications will be considered.
4. Bids shall be time-stamped in Room 16, Sideburn Support Center, 5025 Sideburn Road, Fairfax, VA 22032, on or before the day and hour set for the opening of bids, enclosed in an opaque sealed envelope and bearing the title of the work, name of the bidder, and the bidder's Virginia Class A Contractor's License number. Bids may be modified or withdrawn by bidders prior to, but not later than, the time fixed for the opening of same.
5. It is the sole responsibility of each bidder to deliver its bid timely and to the precise location indicated as the place for receipt and opening of bids. Bids which are transmitted via U.S. Mail, commercial courier, or overnight delivery service to the Owner are not guaranteed to be brought timely to the attention of the Owner's official who is responsible for opening the bids for this project.

9. OPENING OF BIDS:

Bids will be opened and read at the time and place set forth in the Invitation for Bid. Bidders, or their representative, and other interested persons may be present at the opening of the bids.

10. WITHDRAWAL OF BIDS:

- A. A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or materials made directly in the completion of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder must give notice in writing of his claim of right to withdraw his bid within two (2) business days after the

INSTRUCTIONS TO BIDDERS

conclusion of the bid opening procedure. Any claim of a bidder for withdrawal shall be governed by Section 2.2-4330(B)(1) of the Code of Virginia, as amended.

- B. No bid may be withdrawn when the result would be the awarding of this Contract to another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
- C. If a bidder is permitted to withdraw a bid under this section, he may not thereafter, for compensation, supply any material or labor, or perform any subcontract or other work agreement for the person or firm to whom the Contract is ultimately awarded, or otherwise benefit directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

11. REJECTION OF BIDS:

The Owner reserves the right to accept or reject any or all bids, and/or to waive any informality which does not affect the price, quality, quantity or delivery scheduling for the goods, services or construction being procured in any one or all bids received.

12. AWARD OF CONTRACT:

- A. The Contract will be awarded, if at all, to the two responsible bidders who submit the lowest responsive bids (based upon the aggregate sum of the extended bid prices in column D for all sections of the Bid Form) in accordance with this IFB. The Owner reserves the right to make Primary and Secondary contract awards, based on the best interests of the Owner. In such circumstance, the Primary and Secondary awards will be made to the two lowest responsive and responsible bidders.
- B. Bids will be evaluated on the basis of aggregate bid price, and Primary and Secondary awards will be made, if at all, to the two lowest responsive and responsible bidders who have complied with all provisions of the Invitation for bid. The qualifications, competency and responsibility of bidders will be considered in making the award(s) hereunder.

Bids shall be made upon the Bid Form prepared and furnished by the Owner, a copy of which is included herein. In order to be considered for award, a Bid must set forth an amount for each item listed, together with an aggregate total of all amounts listed. Failure to list all requested prices and amounts shall be cause for rejection of the bid. The completed form shall be without erasures or alterations.

- C. **Good Faith Bid Prices:** This solicitation seeks to procure construction services of the nature described herein by establishing a book of unit prices to be used as the need arises during the Contract Period for such services. At this time, the Owner can neither define a specific scope of work, nor forecast with precision the type, amount, or extent of its needs during the Contract Period with respect to any one or more bid items. As such, bidders are to provide commercially reasonable pricing with respect to each and every bid item set forth on the attached Bid Form in order to receive consideration for award. The amount bid by the bidder for each bid item shall be a good faith charge or unit price, which in every instance must be commercially reasonable and susceptible to substantiation in the industry. Amounts included by a bidder on its Bid Form as hourly compensation payable with respect to the types of service specified therein shall in every instance comply with Prevailing Wage Requirements. Compliance with the foregoing is intended to provide the Owner with satisfactory assurance that the successful bidder(s) will be able to perform, and will perform in accordance with the Contract Documents and Prevailing Wage Requirements, any or all of the bid items in any combination and in

INSTRUCTIONS TO BIDDERS

whatever quantities as may be required in order to meet the Owner's needs as they arise from time to time during the Contract Period.

- D. Unless cancelled or rejected, a responsive bid from the responsible bidder shall be accepted as submitted, except that if a bid from the responsive and responsible bidder exceeds available funds, then the Owner may negotiate with such responsive and responsible bidder to obtain a contract price that is within available funds.

Negotiation may be undertaken when there is insufficient time to re-advertise with a modified specification and/or there are not clearly definable elements of the specifications, which can be removed to permit a re-advertisement or it is otherwise in the best interest of the Owner to negotiate.

If negotiation is undertaken, the Owner may negotiate changes in the solicitation with the lowest responsive and responsible bidder to obtain a satisfactory price within available funds. If a satisfactory price cannot be agreed upon, then the negotiation shall be terminated, and the solicitation cancelled.

- E. The Owner reserves the right to require any one or more bidders to submit the items specified in Subsection J below. Bidders are advised that it is the Owner's intention not to award a contract hereunder to any bidder whose past performance shows his firm to be generally late in performance of contracts or services. The ability of the lowest bidder to provide the required bonds will not in and of itself establish the responsibility of the bidder.

- F. The Owner reserves the right to defer award of Contract for a period of forty-five (45) days after due date of bids. Bid prices shall be binding for forty-five (45) calendar days following bid-opening date, unless extended by mutual consent of all parties.

- G. A "responsive bidder" shall mean a bidder who has submitted a bid, which conforms, in all material respects, to the requirements of the bidding documents.

- H. A "responsible bidder" shall mean a bidder who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability, which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the service required;
2. The ability of the bidder to perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of the bidder's performance on previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
6. The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service.

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7. The quality, availability and adaptability of the goods or services to the particular use required;
 8. Whether the bidder is in arrears to the Owner or the County, or has defaulted on a project for the Owner or the County, or is delinquent on taxes and assessments to the County or on amounts due the Owner;
 9. Such other information as may be deemed by the Owner as having a bearing on the decision to award the Contract, including, but not limited to:
 - a. The ability, experience and commitment of the bidder properly to plan, schedule, coordinate, and execute the work under the Contract.
 - b. Whether the bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
 - I. The purpose of subparagraph H, above, is to enable the Owner to select the bid, which is in its best interests
 - J. The Owner reserves the right to require from any one or more bidders the following:
 1. Upon request of Owner, Bidders agree to submit references within one (1) business day after the opening of the bid; and
 2. A list of up to five (5) projects completed by the bidder within the last two (2) years that are similar in size and scope to the services described herein.
 - K. Notice of intention to award a contract, as well as the award of the contract, will be posted on the website of the Owner's website at the following URL: <https://www.fcps.edu/school-board/school-board-meetings>. While the school division staff may communicate procurement results to bidders or offerors, each bidder or offeror has the responsibility to monitor the website for its own purposes.
13. PROTEST OF AWARD OR DECISION TO AWARD:
- A. Any bidder may protest the award or the decision to award this Contract by submitting a protest in writing to FCPS Superintendent or Designee, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first; provided however, that no protest shall lie for a claim that the selected bidder is not a responsible bidder.

The written protest must include the basis for the protest and the nature of the relief sought. The Owner's Division Superintendent or Designee shall issue a decision in writing within ten (10) days after receipt of the protest, stating the reasons for the action taken.

This written decision shall be final unless the bidder appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
 - B. If, prior to the award, it is determined that the decision to award is arbitrary and capricious, then the sole relief shall be as hereinafter provided:

INSTRUCTIONS TO BIDDERS

Where the award has been made but performance has not yet begun, the performance may be declared void by the School Board.

Where the award has been made and performance has begun, the Owner may declare the Contract void upon a finding that the action is in the best interest of the School Board.

Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of declaration. In no event shall the performing contractor be entitled to lost profits.

- C. Pending final determination of a protest, the validity of the award shall not be affected by the fact that protest has been filed.
 - D. An award need not be delayed for the period allowed a bidder to protest, but in the event of a timely protest, no further action to award this Contract will be taken unless the Owner's Division Superintendent or Designee makes a written determination that proceeding without delay is necessary to protect the public interest or that the bid offer will expire.
14. APPEAL OF DETERMINATION OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY:
- A. Any bidder who, despite having the lowest bid, is determined not to be a responsive or responsible bidder for this Contract shall be notified in writing by the Owner. The written notice shall state the basis for the determination, and this determination shall be final unless the bidder appeals within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
 - B. If it is determined that the Owner's decision was arbitrary and capricious, or otherwise in error, and this Contract has yet to be awarded, the sole relief available to the bidder shall be a finding that the Bidder is a responsive and responsible bidder for this Contract.
 - C. If the award has already been made and performance has begun, then the Owner may declare the Contract void upon a finding that this action is in its best interests. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
15. FORM OF CONTRACT:
- The Contract Documents are identified in Section 18 of the Special Provisions.
16. VIRGINIA FAIR EMPLOYMENT ACT:
- The Contractor shall comply with the Virginia Fair Employment Act.
17. SMALL, MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:
- A. The Fairfax County Human Rights Ordinances and relevant Federal and State Laws, orders and regulations require Fairfax County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small, Minority and Women-Owned Business Enterprises.

INSTRUCTIONS TO BIDDERS

- B. Small Business/Organization is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- C. Minority Business is a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- D. Woman-Owned Business is a business concern that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

18. SAFETY RESOLUTION:

Safety: 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.
 - 1. 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
 - 2. 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.
 - 3. Termination of a contract between the Contractor and the County by the purchasing agent of his designee for safety violations.
- B. 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 indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.
- C. 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 have become final within three (3) years prior to bid submission.
 - 1. 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

INSTRUCTIONS TO BIDDERS

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.

2. 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.
 3. 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.
- D. Prior to bidding on a project under the provisions of Paragraph C above, a Contractor may request that a determination be made regarding its eligibility to submit a bid 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 no later than twenty-one (21) days before bids are due, unless otherwise stated in the Advertisement for Bid.
- E. 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.
- F. No Contractor awarded a County construction contract shall knowingly employ or contract with any person, company, or corporation for services pursuant to that contract if such person, company or corporation could not have been awarded such contract due to the restrictions above.
- G. 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.
- H. 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.

INSTRUCTIONS TO BIDDERS

19. COMPLIANCE WITH LAWS; PERMITS, FEES, AND NOTICES:

The successful bidder shall be required to comply with all local, state and federal laws, rules, regulations and ordinances applicable to the Contract and to the services contemplated thereby. The successful bidder shall be required to obtain, at its expense, all permits, licenses and other authorizations necessary for the performance of the services, except that the Owner shall obtain, at its expense, all Building Permits that are required for completion of the Project. The successful bidder shall be responsible for giving all required notices and certifications, and for complying with all laws, ordinances, rules, regulations and directives of any public authority bearing on the performance of the work, regardless of whether those notices, certifications, laws, ordinances, rules, regulations and directives are expressly referenced in the Contract.

END OF SECTION

BID FORM

 Name of Bidder/Contractor (if awarded to Bidder)

 Address

 Date

TO: FAIRFAX COUNTY SCHOOL BOARD
 FAIRFAX COUNTY PUBLIC SCHOOLS
 DEPARTMENT OF FACILITIES AND CAPITAL PROGRAMS
 OFFICE OF FACILITIES MANAGEMENT
 5025 Sideburn Road, Room 16
 Fairfax, Virginia 22032

PRICING SCHEDULE:				
	A	B	C	D (BxC=D)
Item	Description	Unit Quantity**	Price Per Unit	Extended Price
FLOORING:				
1.	Removal and disposal of up to and including 1000 sq. ft. of floor tile and mastic ("TM")	1000 sq. ft.	\$ per sq. ft.	\$
2.	Removal and disposal of 1001 sq. ft. or more of TM	2000 sq. ft.	\$ per sq. ft.	\$
3.	Removal and disposal of up to and including 1000 sq. ft. of two layers or more of floor tile and mastic ("TTM")	1000 sq. ft.	\$ per sq. ft.	\$
4.	Removal and disposal of 1001 sq. ft. or more of TTM	2000 sq. ft.	\$ per sq. ft.	\$
5.	Removal and disposal of up to and including 1000 sq. ft. of carpet and underlying floor tile and mastic ("CTM")	1000 sq. ft.	\$ per sq. ft.	\$
6.	Removal and disposal of 1001 sq. ft. or more of CTM	2000 sq. ft.	\$ per sq. ft.	\$
7.	Removal and disposal of up to and including 1000 sq. ft. of carpet and two or more underlying layers of floor tile and mastic ("CTTM")	1000 sq. ft.	\$ per sq. ft.	\$
8.	Removal and disposal of 1001 sq. ft. or more of CTTM	2000 sq. ft.	\$ per sq. ft.	\$

BID FORM

10.	Removal and disposal of up to and including 1000 sq. ft. of carpet and asbestos mastic in the absence of underlying TM or TTM and mastic ("CM")	1000 sq. ft.	\$	per sq. ft.	\$
11.	Removal and disposal of 1001 sq. ft. or more of CM	2000 sq. ft.	\$	per sq. ft.	\$
12.	Removal and disposal of Unibond Green/Blue carpet adhesive including asbestos floor mastic -- CM	1000 sq. ft.	\$	per sq. ft.	\$
13.	Removal and disposal of asbestos-containing ceiling tile (2'x4')	3200 sq. ft.	\$	per sq. ft.	\$
14.	Removal and disposal of up to and including 800 sq. ft. of asbestos-containing Spray-On Texture/Surfacing Material.	800 sq. ft.	\$	per sq. ft.	\$
15.	Removal and disposal of 801 sq. ft. or more of asbestos-containing Spray-On Texture/Surfacing Material.	2000 sq. ft.	\$	per sq. ft.	\$
16.	Removal and disposal of 1/2" – 2" mastic and tar paper flooring.	2000 sq. ft.	\$	per sq. ft.	\$
VARIOUS MATERIALS:					
17.	Removal and disposal of up to and including 100 sq. ft. of asbestos-cement products including siding, piping, soffit, fascia panels or sheeting or soapstone countertops, fume hoods or soapstone windowsills.	100 sq. ft.	\$	per sq. ft.	\$
18.	Removal and disposal of 101 sq. ft. or more of asbestos-cement products including siding, piping, soffit, fascia panels or sheeting or soapstone countertops, fume hoods or soapstone windowsills.	800 sq. ft.	\$	per sq. ft.	\$
19.	Removal of windows with asbestos caulk or glazing (based section of windows); Window to be defined as self-contained removable section.	10	\$	each	\$
20.	Removal and disposal of glue dots relating to chalkboards; small tack or blackboard and mastic, up to 4' x 8'.	5	\$	each	\$
21.	Removal and disposal of glue dots relating to chalkboards; small tack or blackboard and mastic, up to 4' x 20'.	5	\$	each	\$
22.	Removal and disposal of fire doors.	5	\$	each	\$
23.	Removal and disposal of non-friable Duct insulation.	50 sq. ft.	\$	per sq. ft.	\$
24.	Removal and disposal of non-friable Pipe Insulation.	500 ln. ft.	\$	per ln. ft.	\$
PIPE FITTINGS AND INSULATION:					
25.	Removal and disposal of 1-50 asbestos-containing pipe fittings.	50 fittings	\$	per fitting	\$

BID FORM

26.	Removal and disposal of 51 or more asbestos-containing pipe fittings.	100 fittings	\$ per fitting	\$
27.	Removal and disposal friable pipe insulation.	500 ln. ft.	\$ per ln. ft.	\$
UNFORESEEN CIRCUMSTANCES:				
28.	Asbestos Abatement Supervisor	200 hours	\$ per hour (in compliance with Prevailing Wage Requirements)	\$
29.	Asbestos Abatement Worker	1000 hours	\$ per hour (in compliance with Prevailing Wage Requirements)	\$
30.	Transport and disposal only of asbestos-containing material up to 150 cubic yards.	150 cu. yd.	\$ per cu. yd.	\$
31.	Transport and disposal only of asbestos-containing material 151 or more cubic yards.	300 cu. yd.	\$ per cu. yd.	\$
32.	MISCELLANEOUS or UNFORESEEN CIRCUMSTANCES to perform work not specified: Small scale short duration (removal and disposal) to include: All materials and equipment, 1 supervisor and 1 worker. Project to be maximum 8 hours.	1 project	\$ per project (in compliance with Prevailing Wage Requirements)	\$
Subtotal of Bid Price for Asbestos-Related Services (Items 1-32), Column D				\$
LEAD:				
33.	Preparation, removal and disposal of up to and including 50 linear ft. of lead paint on metal surfaces on interior member structures such as stair rails, steel beams and other metal surfaces, and/or plaster walls. Use of chemical stripping for lead base paint to be non-caustic solvent.	50 lin. ft.	\$ per lin. ft.	\$
34.	Preparation, removal and disposal of 51 linear ft. or more of lead paint on metal surfaces or interior member structures such as stair rails, steel beams and other metal surfaces, and/or plaster walls. Use of chemical stripping for lead base paint to be non-caustic solvent.	51 lin. ft.	\$ per lin. ft.	\$
35.	Removal and prepare for disposal of up to and including 50 sq. ft. of lead-containing exterior structure.	50 sq. ft.	\$ per sq. ft.	\$
36.	Removal and prepare for disposal of 51 sq. ft. or more of lead-containing exterior structure.	51 sq. ft.	\$ per sq. ft.	\$
37.	Stabilization and priming of up to and including 50 sq. ft. of exterior steel beams.	50 sq. ft.	\$ per sq. ft.	\$
38.	Stabilization and priming of 51 sq. ft. or more of exterior steel beams.	51 sq. ft.	\$ per sq. ft.	\$

BID FORM

39.	Demolition and removal of up to and including 1000 sq. ft. of interior/exterior lead base ceramic tile/structural masonry tile.	1000 sq. ft.	\$ per sq. ft.	\$
40.	Demolition and removal of 1001 sq. ft. or more of interior/exterior lead base ceramic tile/structural glaze tile/structural masonry tile.	2000 sq. ft.	\$ per sq. ft.	\$
WORK NOT OTHERWISE SPECIFIED – Provide a per-hour cost to perform work that is not otherwise specified as a Line Item in this Pricing Schedule:				
41.	Lead Abatement Supervisor	10 hours	\$ per hour (in compliance with Prevailing Wage Requirements)	\$
42.	Lead Abatement Worker	10 hours	\$ per hour (in compliance with Prevailing Wage Requirements)	\$
Subtotal of Bid Price for Lead-Related Services (Items 33-42), Column D				\$
TOTAL BID PRICE (SUM OF ASBESTOS & LEAD), Items 1-42 Column D				\$

1. All work to be performed in accordance with Asbestos Standard for the Construction Industry as set forth in 29 CFR § 1926.1101, et seq.
[https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=1086]

2. As used in this Pricing Schedule, the following Abbreviations apply:

TM means vinyl asbestos tiling ("VAT") and mastic or vinyl composition tiling (VCT") and mastic.

TTM means 2 or more layers of VAT or VCT and mastic.

CTM* means Carpet and underlying VAT or VCT and mastic.

CTTM* means Carpet and 2 or more underlying layers of VAT or VCT and mastic.

CM* means Carpet and mastic over any surface that is not itself covered with TM or TTM.

*The Owner is not aware of any carpet installed without adhesive at any location in the Owner's facilities. For purposes of this pricing schedule, all carpet is assumed to be installed with adhesive, whether or not any carpet may be discovered to have been installed without adhesive. So, whether the carpet is installed with adhesive or not, the descriptive CLIN shall apply where carpet is involved.

**Column B of the Pricing Schedule (Unit Quantity) specifies sample quantities for each of the 42 items listed. The sample quantities are specified solely for purposes of calculating and comparing bids and should in no event be deemed to represent an estimate of actual quantities of work to be performed during the Contract Period.

BID FORM

3. The Contractor shall perform all work for Line Items 1 through 16 and 32 through 34 under full containment and negative air methods.
4. The Contractor shall perform all work for Line Items 35 through 38 under partial containment of the exterior area.
5. The Contractor shall perform all work for Line Items 25 through 27 by Glove Bag Procedures.
6. The Contractor shall furnish the labor and materials as specified in this Pricing Schedule and in compliance with the terms and conditions of this Invitation to Bid at Unit Prices set out in the Pricing Schedule.
7. All Unit Prices shall include all necessary travel, labor, tools, equipment, materials, profit and overhead that may be needed to perform the specified services.
8. Unit Prices include the cost of all asbestos abatement equipment, asbestos abatement materials, costs to prepare full containment per specifications, disposal, etc.
9. The Contractor shall not combine Line Items for any work performed. The Owner will reject any invoice submitted by the Contractor that combines Line Items and return such invoice to the Contractor.
10. Before undertaking any work specified in Line Items 28 through 32 and 39 and 40 and any other work that the Contractor believes is not specified as a Line Item in the Pricing Schedule, the Contractor shall notify the Owner in writing. The Owner shall not pay the Contractor for any such work that has not been approved in writing and in advance of the work being commenced.
11. No-odor solvents must be used in the removal of all mastic.
12. The Contractor shall not include in any invoice any amount for the Contractor's overhead, administrative costs, or the like.
13. The Bidder shall include in all bids the costs due to the Commonwealth of Virginia and County of Fairfax (including Sales and Use Taxes).
14. The Contractor represents that it has read and understands and agrees that it shall comply with the Ethics in Government Contracting provisions in the Virginia Public Procurement Act, Va. Code § 2.2-4367 to 4377., and Paragraph 2 of the General Conditions below.
15. The Contractor agrees, if awarded the Contract, to perform all work and services in strict accordance with the Contract Documents, including but not limited to the provisions thereof relating to required response times and completion dates.
16. The Contractor acknowledges and agrees that: (a) the total compensation to be paid by the Owner to the successful bidder for all projects performed during the Original Contract Period or any individual Renewal Period will in no event exceed \$6,000,000.00 (or the maximum amount then prescribed by law); and (b) the total compensation for any individual project performed by the successful bidder will in no event exceed \$500,000.00 (or the maximum amount then prescribed by law). The Contractor covenants and agrees that any consumable materials for which it seeks compensation from the Owner will be invoiced at documented cost plus an aggregate mark-up that will in no event exceed 10%.

BID FORM

- 17. Items and materials other than those described in the preceding paragraph, including equipment rental, used on a project will be invoiced based upon the actual and reasonable cost to the Contractor of the items, materials, and/or equipment rental with an aggregate, all-inclusive mark-up that will in no event exceed 10% of such cost. Invoices which include material costs over \$25 must be accompanied by an itemized list of materials and of rental equipment furnished at the job site, as approved at the time of use by Owner's representative. Charges must be accompanied in each instance by an unaffiliated supplier's invoice to substantiate cost to Contractor.
- 18. The Owner reserves the right to accept or reject any or all bids or to waive any informality in any one or all bids received.
- 19. The Bidder acknowledges receipt of any and all Addenda which may have been issued by the Owner, and acknowledges that the cost, if any, of revisions set forth therein has been included in the bidder's prices.
- 20. The Owner reserves the right to defer award of any Contract for a period of forty-five (45) days after due date of bids and the Bidder agrees that this Bid Form will remain open and binding during such period of time.
- 21. The Contractor acknowledges that time is of the essence to the Contract and agrees to commence the Work in compliance with the response times established in accordance herewith and to fully complete the Project within the specified time, including normal inclement weather delays. The Contractor covenants and agrees to achieve timely completion of all services described herein and to comply with all emergency and non-emergency response times established pursuant to the Contract.
- 22. Minority or small business firm's information. Please check the following information relevant to your firm: (See Instructions to Bidders, Paragraph 17)

Small Business Firm	Yes ___	No ___
Minority Business Firm	Yes ___	No ___
Women-Owned Firm	Yes ___	No ___

The above information is requested for statistical purposes only. All bidders tendering responses will receive equal consideration for award.

- 23. The Owner reserves the right to accept or reject any proposed subcontractor or supplier.
- 24. Safety: The successful bidder 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 excerpted and modified (see Instruction to Bidders, Paragraph 18). Bidder's disclosure pursuant to Safety Resolution (as stated above):

(additional pages may be attached, as necessary for a complete response by the bidder)

BID FORM

25. Incorporated by Reference: This solicitation is subject to all federal, state and local laws, policies, resolutions, regulations. List of public jurisdictions (States and District of Columbia) in which Bidder performed similar work in the 3 years prior to bid submission:

(additional pages may be attached, as necessary for a complete response by the bidder)

BID FORM

26. By signing this Bid, the Bidder confirms and certifies that:

(a) the Bidder has not received or been the subject of safety violations in the three (3) years prior to this Bid Submission and is in compliance with the requirements of Item 24 above.

(b) neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child;

(c) unless expressly disclosed in an attachment to this Bid on the Bidder's letterhead stationery, neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a crime of moral turpitude; and

(d) the Contractor does not and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

The Bidder acknowledges and agrees that it will be deemed to have made each of the above certifications at and effective as of Bidder's acceptance of any Purchase Order, Task Order or Notice to Proceed issued to Bidder by the Owner hereunder.

27. The Bidder represents and warrants that: (a) Bidder has incorporated in its bid all costs associated with complying with the Prevailing Wage Requirements and, if awarded a Contract hereunder, covenants and agrees to comply fully with all Prevailing Wage Requirements (including but not limited to payment of prevailing wage rates); and (b) Bidder has calculated all labor costs included in its bid (including but not limited to those set forth in Bid Items 39 and 40) in compliance with the Prevailing Wage Requirements.

Bidder/Contractor

Email Address

Address

Facsimile Number

Principal's Name (Signature)

Telephone Number

Principal's Name (printed)

Virginia Contractors License No.

Title

Virginia State Corporation Commission
Identification Number (or attach an explanation
as to why such is not required pursuant to
Virginia Code § 2.2-4311.2)

END OF SECTION

SURETY LETTER

SURETY STATEMENT

The undersigned surety company (the "Surety") hereby submits the following Surety Statement to the Fairfax County School Board (the "Owner") on behalf of _____ (the "Bidder"):

Based upon the Surety's present knowledge and information, the Surety knows of no reason why it would not issue payment and performance bonds on behalf of the Bidder for Purchase Orders and Notices to Proceed issued by the Owner pursuant to its IFB for Hazardous Materials Removal Time & Material Contract.

The foregoing statement shall not be construed as a commitment on the part of the Surety to issue any or all of such bonds on behalf of the Bidder.

Name of Surety

Signature of Authorized Representative of Surety

Printed Name and Title of Authorized Representative

Date

Address

Telephone

(FOR SURETY)

State of _____

County of _____

The foregoing instrument as acknowledged before me this _____ day of _____, 20__, by _____, (Name of Surety's authorized representative)

_____, on behalf of _____ (Title of representative) (Name of Surety)

My commission expires: _____

SEAL

Notary Public

PERFORMANCE BOND

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 FAIRFAX COUNTY SCHOOL BOARD (hereinafter called the "Obligee") in the 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, to perform all Work in accordance with the requirements of the Contract Documents for the Project.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee, dated as of the ____ day of _____, 20____, (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 hereunder for a greater sum than the amount 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.

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 of 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

PERFORMANCE BOND

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 Obligees declares the Principal to be in default, the Surety will promptly, at the Obligees'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 with a duly licensed and qualified contractor designated by Obligees; (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 Obligees and the Surety of the lowest responsible and responsible bidder, (i) arrange for a contract between such bidder and the Obligees and (ii) make funds available directly to the Obligees, or to such contractor(s) as the Obligees 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. The Surety further stipulates and agrees that, within 45 days after its receipt of written notice from the Obligees specifying the Obligees's election of (a), (b) or (c) above, the Surety shall have resumed performance of the work or shall have caused the performance of the work to have been resumed, in accordance with the Obligees's election. In the event the Surety fails to resume the Work within such 45 day period, the Obligees may elect to perform or arrange for the performance of the Work at the sole cost and expense of the Surety in addition to any other rights and remedies available to Obligees. As employed herein, the phrases (i) "balance of the contract price" shall mean the total amount payable by the Obligees to the Principal under the Contract after all proper adjustments have been made, less the aggregate of all amounts paid by the Obligees to the Principal thereunder and (ii) "resume the Work" shall mean the commencement and diligent performance of actual work activities at the site, as demonstrated by discernable daily progress at the rate contemplated by the Contract. 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 Obligees'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 Obligees, to the addresses set forth in the Contract, and if to the Surety, to the address set forth beneath its signature.

The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.

Unless the context requires otherwise, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents.

[SIGNATURES ON FOLLOWING PAGE]

PERFORMANCE BOND

IN WITNESS WHEREOF, the Principal and Surety have caused this Performance Bond to be signed and sealed by their duly authorized representatives as of the ____ day of _____, 20__.

(SEAL)

Principal

By: _____

Name: _____

Title: _____

Address: _____

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

PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ of (hereinafter called the "Principal"), and _____, a corporation created and existing under the laws of the State of _____, and having its principal office in the City of _____ and authorized to transact business in the Commonwealth of Virginia as Surety (hereinafter called the "Surety") are held and firmly bound unto FAIRFAX COUNTY SCHOOL BOARD (hereinafter called the "Obligee" in the sum of Dollars (\$_____) lawful money of the United States of America, for the payment of which well and truly to be made, the said Principal binds itself and its successors and assigns, and the said Surety binds itself and its successors and assigns, all jointly and severally, firmly by these presents to pay for all labor performed and material furnished in accordance with the Contract Documents for the Project.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee, dated as of the ____ day of _____, 20__ (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 pay for all labor performed and material furnished pursuant to 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 or either of them shall:

Pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the Principal, and of its successors or assigns, or of any subcontractor or any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its assigns, or any subcontractor or any assignee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of subcontractors and of materialmen and other third persons arising out of or in connection with the Contract and the work, labor, services, supplies and materials furnished in and about the performance and completion thereof, 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. All persons who have performed or rendered services, as aforesaid, all subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with the Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal and its successors, and assigns and/or the Surety and its successors and assigns) against the Principal and its successors, and assigns and/or the Surety and its successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished, or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, then in any such State. Insofar as permitted by the laws of such State, such right of action shall

PAYMENT BOND

be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceedings (but not later than one year after the performance of the Contract including the expiration of any warranty or guarantee) and to have such claim adjudicated in such action and judgment tendered thereof. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm or corporation shall furnish the Obligee with a bond of indemnity for costs, which bond shall be in a form and in an amount satisfactory to the Obligee.

- 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.
- c. In no event shall the Surety, or its successors or assigns be liable hereunder for a greater sum than the amount of this bond, or subject to any suit, action or proceeding thereon that is instituted by any person, firm or corporation under the provisions of the above section(s), later than one year after such person last performed labor or last furnished or supplied materials.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of the Surety and of its successors and assigns, and 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 a waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, 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 notice of any and all of 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.

The Principal, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Obligee to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor services, supplies or material, performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Obligee to require the foregoing provisions to be placed in this bond.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made on behalf of such potential beneficiary.

The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.

Unless the context requires otherwise, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents.

PAYMENT BOND

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this __ day of _____, 20____, all pursuant to due authorization.

(SEAL)

Principal

By: _____

Name: _____

Title: _____

Address: _____

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

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INDEMNIFICATION:

The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the Owner and its Members, officers, authorized representatives and employees (each of whom shall be referred to herein as an "Indemnified Party") from and against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from: (i) any material breach of the representations, warranties, covenants and agreements of the Contractor contained in the Contract Documents; (ii) any injuries to persons or property caused by the negligence or other wrongful conduct of the Contractor, any Subcontractor, or any of its or their respective employees or authorized representatives; (iii) any claims filed by the Contractor (or by a Subcontractor, if permitted by law) that are adjudicated in favor of the Owner; or (iv) any other claim arising in any other manner-out of or in connection with the performance of this Contract by or on behalf of the Contractor.

Notwithstanding the foregoing, the Contractor will in no event be obligated hereunder to indemnify or hold harmless any Indemnified Party against liability for damage arising out of bodily injury to persons or damage to property suffered in the course of the Work, caused by or resulting solely from the negligence of such Indemnified Party.

2. CONFLICT OF INTEREST:

The provisions of Article IV of the Virginia Public Procurement Act entitle "Ethics in Public Contracting" (Va. Code § 2.2-4367 *et seq.*) are incorporated herein by reference. The Contractor shall incorporate the above conflict-of-interest clause in each subcontract entered into hereunder.

3. EXAMINATION OF SITE—NOT USED

~~Bidders are required to visit the site, compare the Drawings and Specifications with any work in place, and inform themselves of all conditions, including other work, if any, being performed. Failure to visit the site in no way relieves the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete work in accordance with Drawings and Specifications without additional cost to the Owner.~~

4. INSURANCE:

A. Contractor's Statutory and Legal Liability Insurance

During the Contract Period, the Contractor shall, at its own expense, purchase and maintain insurance to provide coverage for claims resulting from the Contractor's performance of the work. Such coverage shall extend to work performance by Subcontractors, persons or organizations directly or indirectly hired by the Contractor or any subcontractor in connection with the work, or any other person or organization who may cause liability to be incurred by the Contractor or any Subcontractor. Such coverage shall include, but not be limited to, the following:

1. Claims arising under workers' compensation, disability, or other related benefits programs.
2. Claims resulting from bodily injury, occupational illness or death of any employees performing the work.

GENERAL CONDITIONS

3. Claims resulting from bodily injury, illness disease or death of any persons in contact with the work, but who are not engaged as employees.
 4. Claims arising under personal injury liability coverage for injury to any employees, which are directly or indirectly attributable to his employment for performance of the work.
 5. Claims arising under personal injury liability coverage for injury to any person not an employee which are attributable to performance of the work.
 6. Claims arising for damage or destruction of tangible property, including loss of use of the affected property as a result.
 7. Claims arising from pollution, including Loading and Unloading Cargo, Cargo In-transit, Site Pollution Clean-up Operations, and On-Going Contamination.
- B. During the term of the Contract, the Contractor must maintain the following insurance with companies authorized to do business in Virginia. The Owner shall be designated on each policy as "The Fairfax County School Board" as an additional insured except for workers' compensation.
1. Workers Compensation including Occupational Disease and Employer's Liability Insurance: Statutory coverage as required by the District of Columbia, Maryland, and Virginia Workers Compensation Law, including provision for voluntary D.C. benefits as required in labor union agreements.
 2. Employer's Liability:
Bodily Injury by Accident -- \$100,000 Each Accident
Bodily Injury by Disease -- \$500,000 Policy Limit
Bodily Injury by Disease -- \$100,000 Each Employee
 3. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10 01 (or a substitute form providing equivalent coverage) with limits of \$1 million per occurrence and \$2 million aggregate per project to include the following:

Contractual liability as required by the indemnification provision of Paragraph 1.
Personal injury liability, including offenses related to employment.
Coverage of explosion, collapse, or underground hazards.
Broad form property damage liability, including completed operations coverage.
 4. Business Auto Liability Insurance: including owned, non-owned and hired vehicles with policy limits of \$1,000,000 combined single limit per accident.
 5. Pollution Liability Insurance covering the Contractor's completed operations. This insurance must include sudden and gradual coverage for third-party liability including defense costs and completed operations. The coverage must be maintained during the term of the contract and at least three years following ins completion/termination.
 6. Umbrella/Excess Liability Insurance with coverage limits of \$5,000,000.

GENERAL CONDITIONS

C. Additional Requirements:

1. The limits of liability of the insurance described may be superseded if the limits prescribed by law are greater.
2. If any insurance has been issued on a "claims made" basis, then Contractor must comply with either of the following conditions.
 - a. Provide insurance for all required coverage for a period of two (2) years after final completion. Such coverage shall be subject to a retroactive date that is not later than the commencement of performance under the Contract, or
 - b. Procure insurance for the extended reporting period endorsement for the policy or policies in force during the term of the Contract.
3. Notice of Insurance: Proof of insurance for each type of coverage listed herein shall be provided within ten (10) days after the Contractor's receipt of the Award Letter, and no work shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all such insurance of the Subcontractor has been obtained and approved by the Contractor and found to be in accordance with the Contract. The Contractor certifies by commencement of the Work that its insurance and that of its Subcontractors is in effect and meets the requirements set forth herein.
4. Notice of Cancellation: The Contractor will give thirty (30) days prior written notice to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements in the contract.
5. Copies of Insurance Policies: Upon demand, the Contractor shall provide the Owner with a copy of each policy, which the Contractor and each of its Subcontractors carry to meet the insurance requirements of the Contract, together with receipted bills evidencing proof of premium payment.
6. Owner's Liability Insurance: The Owner may, at its own expense, purchase and maintain its own liability insurance to protect against claims which may arise in connection with the work, or the Owner may self-insure such risks.
7. No Waiver: Nothing contained herein shall have the effect of waiving or shall be deemed to affect a waiver of the Owner's sovereign immunity under law.

5. PERMITS, FEES, AND NOTICES:

The Contractor shall comply with all local, state and federal laws, rules and ordinances applicable to this Contract and the work to be performed hereunder, and shall obtain, at its expense, all permits, licenses and other authorizations necessary for the prosecution of the work, except that the Owner shall obtain, at its expense, the General Building Permit or any easement agreement necessary and indispensable to the completion of the Project.

GENERAL CONDITIONS

6. OCCUPIED AREA:

- A. The Contractor hereby certifies that: (i) neither the Contractor nor any employee of the Contractor who will have direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of any violent felony set forth in the definition of barrier crime in Virginia Code § 19.2-392.02(A); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude. The foregoing certification shall be binding upon the Contractor throughout the Contract Period and the Contractor hereby covenants and agrees to provide the Owner with immediate Notice of any event or circumstance that renders such certification untrue. The Contractor hereby covenants and agrees that it will require this certification to be included in every subcontract of every tier in order that the provisions contained herein will be binding upon each Subcontractor and Sub-subcontractor. The Contractor will ensure that no worker shall perform Work in occupied areas during school hours unless prior written approval has been granted by the Owner and proper safety precautions have been exercised to isolate the area of the Work.
- B. Alcoholic beverages, illegal drugs, and weapons are prohibited on the Site and shall constitute grounds for immediate removal from the Site of the Project. The Contractor shall ensure that neither its employees nor those of any Subcontractor shall fraternize in any manner with any student of Fairfax County Public Schools at the Site of the Work. The Owner shall have the right to remove from the job Site any person whose presence the Owner deems detrimental to the best interests of the Fairfax County Public Schools. Any individual who is removed from the Site pursuant to this paragraph may not return to such Site or to that of any other project of Owner without the prior written permission of the Owner.
- C. Drug-Free Workplace. During the performance of the Contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. As employed herein, the term "drug-free workplace" shall mean each site for the performance of work hereunder.

7. CLEANING:

The Contractor shall be totally responsible for periodic cleaning up of the building and premises daily. In addition to general broom cleaning, the Contractor shall remove all refuse, waste materials and debris of any kind regardless as to who may have left same. All such refuse shall be removed from the property of the Owner and disposed of in a legal manner to the end that at all times the building and premises shall present a neat, orderly and workmanlike appearance. The definition of "periodic" shall mean - "as necessary and/or at the direction of the Owner or his representative."

GENERAL CONDITIONS

8. SUBCONTRACTORS

Unless otherwise agreed in advance by the Owner in writing, all Work to be performed hereunder shall be performed by Contractor's own forces and not by Subcontractors. In the event that the Contractor wishes to engage one or more Subcontractors to perform any portion of the Work hereunder, then the Contractor shall submit a request to the Owner in writing and shall provide the name, address, and telephone number of each proposed Subcontractor, together with a description of the portion or portions of the Work proposed to be performed by each such Subcontractor.

9. ASSIGNMENT AND LEGAL REPRESENTATIVES:

The Contract Documents shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Agreement.

10. TIME OF START:

The Contractor shall commence all non-emergency work in accordance with the corresponding Notice to Proceed or Purchase Order. Emergency work will commence not later than four (4) hours after the written or oral directive from the Owner's duly authorized representative.

11. EXTENSION OF TIME - NO WAIVER:

The Contractor shall be entitled to an extension of time for delay in completion of the Work only if obstructed or delayed in the commencement, prosecution or completion of any part of the work by any act or delay of the Owner, or by riot, insurrection, war, pestilence, acts of public authorities, fire, earthquakes, or by strikes, or other causes, which causes of delay mentioned in this Paragraph, in the opinion of the Owner, are entirely beyond the expectation and control of the Contractor. In such event, the period specified in any Notice to Proceed or Purchase Order for the completion of the work shall be extended by such time as shall be determined by the Owner. The parties agree that no extension beyond the date of completion fixed by the terms of the Contract shall be effective unless granted in writing and signed by the Owner.

12. LIQUIDATED DAMAGES:

The Owner and the Contractor hereby acknowledge and agree that time is of the essence with respect to this Contract and in the event the Contractor fails to complete any work within the established timeframe, the Owner will incur actual monetary damage. The amount of **\$500.00** per day is set forth as the liquidated damages for each day that the time consumed in completing the work exceeds the time allowed. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages to the Owner because of the delay.

13. PROGRESS SCHEDULE:

Upon request by the Owner, the Contractor shall, prior to the first request for payment, submit a Progress Schedule in such form as to readily indicate the status of work as planned, scheduled, and arranged so that at weekly intervals the Owner may clearly determine whether the actual state of work is in accord with the schedule. The Contractor shall update schedule to show

GENERAL CONDITIONS

substantial completion of project and final completion as necessary when delays or change orders are agreed upon and issued.

14. COMMENCEMENT AND COMPLETION OF WORK:

A. Duration of Contract:

The Contract Period shall commence on or about June 1, 2024 (or as soon thereafter as the Contract is actually awarded) and shall extend until May 31, 2025, unless terminated for cause, or by mutual agreement, or unless renewed and extended by the Owner in the manner set forth in the Special Provisions.

B. Time for Performance:

1. For proposals, the Contractor shall provide a written proposal to the Owner's representative within five (5) business days of verbal or written request.
2. All work shall be completed and certified within the agreed upon completion date set forth in the issued Notice to Proceed or Purchase Order.

C. Phasing of the work involved in performing any project will be jointly prepared by the Contractor, Office of Facilities Management or Office of Design and Construction, and school personnel in order to minimize disruption to school operations.

D. Construction and alteration will be performed while the building is in use and therefore, the Contractor shall give full cooperation to the school authorities in scheduling and performing the work.

15. CONSTRUCTION SCHEDULES:

A. If required under the terms of the applicable Notice to Proceed or Purchase Order issued hereunder, the Contractor shall prepare and submit to the Owner, for approval, a construction schedule for the Work. Any Construction Schedule, as approved, shall not exceed the time limits provided in the corresponding Notice to Proceed or Purchase Order, shall be revised at appropriate intervals as required by conditions of the work and the Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for the expeditious execution of the Work within the specified timeframe.

B. The Contractor shall prepare and keep current, for the Owner's review and approval, a schedule of submittals which is coordinated with the Construction Schedule and is maintained both on the job site and available for the Owners review.

16. SHOP DRAWINGS:

A. If required under the terms of the applicable Notice to Proceed or Purchase Order, the Contractor shall submit Shop Drawings and similar submittals required by the Contract Documents with reasonable promptness and in accordance with the Submittal Schedule as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

B. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings or similar submittals until the Owner has approved the respective submittal. Such Work shall be performed in accordance with the approved submittals.

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- C. Delays in submission of shop drawings do not qualify for extension(s) in completion of the contract.
- D. Contractor is responsible for reviewing shop drawings from subcontractors and suppliers to verify that they meet the project requirements prior to submitting them to the Owner. The Contractor shall mark on the shop drawings the name of the reviewer and the date reviewed.
- E. Shop drawings must have an approval block, the FCPS project number, and the specification section reference or plan sheet number.

17. CHANGE ORDERS:

17.1 PREPARATION OF CHANGE ORDERS:

- A. Owner will prepare each Change Order. Two copies shall be prepared, each with original signature.
- B. Form: Change Order - AIA Document G701.
- C. Change Order will describe changes in the work, both additions, deletions and any voided proposed modifications.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the specified time for performance.
- E. Upon completion of work under a Change Order, enters the pertinent changes in Record Documents.

17.2 CHANGE ORDER CONTENTS:

- A. Owner will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- B. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

18. CHANGES IN WORK:

18.1 MINOR CHANGES:

- A. **Owner's Right to Make Changes.** The Owner reserves the right to make such additions, deletions, or changes to the Work as may be necessary in its sole and absolute discretion to complete the Work; provided, however, that no such

additions, deletions or changes shall materially affect the substance hereof or materially change the Contract Sum. This Contract shall in no way be invalidated by any such additions, deletions or changes. No claim shall be made by the Contractor for loss of anticipated profits resulting from any such addition, deletion, or change to the Work.

- B. **Construction Conditions.** Construction conditions may require minor changes in the location and installation of the Work and equipment to be furnished and other Work to be performed hereunder. The Contractor, when ordered by the Owner,

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shall make such adjustments and changes in the locations and Work as may be necessary without additional cost to the Owner, provided such adjustments and changes do not materially alter the character and quantity of the Work as a whole, or the Contract Sum, and provided further that, if applicable, the Drawings and Specifications showing such adjustments and changes are given to the Contractor by the Owner within a reasonable time before work involving such adjustment and changes is begun. The Owner shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

- C. Time Extension for Minor Changes. The Contractor shall be entitled to an extension of time for such minor changes only for the number of days which the Owner may determine to be necessary to complete such changes and only to the extent that such changes actually delay the completion of the Project, and then only if the Contractor shall have strictly complied with all the requirements of the Contract Documents.

18.2 EXTRA WORK:

- A. The Owner may, in its sole discretion, at any time by a Proposed Modification or Change Order and without notice to the Sureties require the performance of such Extra Work as it deems necessary or desirable.
- B. A Work Order or a Change Order covering Extra Work shall be valid only if issued in writing and signed by the Owner and the Contractor, and the Extra Work so ordered must be performed by the Contractor and reflects the amount of compensation to be paid to the Contractor
- C. The amount of compensation to be paid to the Contractor for any Extra Work so ordered shall be determined as follows:
 - 1. By such applicable unit prices and labor rates as set forth in the Contract or Bid Form; or
 - 2. If no such unit prices or labor rates are set forth, then by a lump sum or other prices mutually agreed upon by the Owner and the Contractor.

19. CORRECTION OF WORK:

- A. The Contractor shall promptly correct any work, which fails to conform to the requirements of the Contract Documents (the "Rejected Work"), whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs associated with the correction of any Rejected Work.
- B. The Contractor's obligation to correct defective or non-complying work shall continue for a period of two (2) years after the date of Substantial Completion. The time period of this obligation may be extended by terms of warranties or other circumstances where required by law.

20. RIGHT TO SUPPLEMENT CONTRACTOR'S WORK FORCE:

In the event that the Contractor fails (in the opinion of the Owner) within three (3) days following Notice from the Owner: (a) to correct defective Work; or (b) to supply labor, materials, or equipment that is necessary to complete the Work in strict accordance with the requirements of

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the Contract Documents, then the Owner shall have the right to (i) order the Contractor to stop the Work or a designated portion thereof; and/or (ii) supplement the Contractor's forces, in each case to the extent deemed necessary and advisable by the Owner and until such time as, in the opinion of the Owner, the cause of the order or action shall have been corrected. The Owner shall have the right to: (a) correct the deficiencies set forth in the Notice, either with its own forces or with a separate contractor engaged by the Owner to perform such corrections; (b) deduct the cost of correcting such deficiencies (including costs for additional services in connection therewith) from amounts then or thereafter due the Contractor under the Contract Documents; and (c) order the Contractor to re-start at a designated time all or any portion of the Work stopped by the Owner. If the amounts then or thereafter due the Contractor are insufficient to cover the cost of correcting the deficiencies, then the difference shall be payable by the Contractor to the Owner upon written demand. The Owner's determination of cost hereunder shall be final and binding upon the parties. The Owner's exercise of the right to correct deficiencies shall be in addition to, and shall in no way prejudice or limit, any other remedies available to the Owner. In the event that it is determined for any reason that grounds for stopping all or any portion of the Work did not exist, then, at the election of the Owner, the rights and obligations of the parties hereunder shall be the same as if the Notice directing the Contractor to stop the Work had been delivered under the provisions of Paragraph 23 hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written Notice of termination. Any compensation determined to be due the Contractor pursuant to Paragraph 23 shall be offset by the cost of correcting the Work. The Contractor shall in no event be entitled to receive anticipated profits or consequential damages of any kind in connection with any termination or action hereunder.

21. DISPUTED WORK:

If the Contractor is of the opinion that any work required by the Owner violates the terms and provisions of this Contract, then it shall, within four (4) days after commencing such work or action, notify the Owner of the asserted violation in writing. The Owner's Division Superintendent or Designee will make a determination within ten (10) days of the written request. Failure of the Contractor to so notify the Owner shall constitute a waiver and release of the Contractor's right to claim compensation for any work or damages resulting from such compliance.

22. CONTRACTOR CLAIMS:

- A. The Contractor must, within five (5) days after the occurrence of the event giving rise to a claim, deliver to the Owner's Division Superintendent or Designee a written statement specifying that the Contractor has sustained such damage, and detailing the basis of the claim against the Owner with a breakdown of the nature and amounts of such damages, duly verified by the Contractor and notarized. This itemized breakdown shall be made to the fullest extent possible, otherwise the claim shall be deemed to be waived.
- B. The Owner's Division Superintendent or Designee shall make a determination within twenty-five (25) days after receipt of the itemized breakdown, which decision shall be the final determination of the Owner.
- C. No claim by the Contractor shall be made for loss of anticipated profits due to delay or extension of contract completion time. The Contractor shall be entitled to an extension of time for such minor changes only for the number of days which the Owner determines to be necessary to complete such changes and only to the extent the changes actually delay the completion of the project, and then only if the Contractor shall have strictly complied with all the requirements of the Contract Documents.

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23. OWNER'S RIGHT TO TERMINATE FOR CONVENIENCE:

The Owner shall have the right to terminate this Contract at its own convenience for any reason or no reason by giving seven (7) days prior written notice of termination to the Contractor. The Contractor shall be paid an amount equal to the lesser of: (1) the actual cost of any work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus ten percent (10%) or (2) the pro rata percentage of completion based upon the Bid Breakdown plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof.

24. CONTRACTOR'S DEFAULT AND TERMINATION:

A. The parties agree that:

1. if the Contractor is not prosecuting the Work with reasonable speed and diligence or is delaying the progress of the Work unreasonably or unnecessarily; or
2. If the Contractor fails to begin the Work when required to do so; or
3. if the force of workers or the quality or quantity of material furnished is not sufficient to insure completion of the Work within the specified time in the Contract Documents; or
4. if the Contractor fails in any manner of substance to observe the provisions of this Contract; or
5. if any of the Work, machinery, or equipment is defective and is not replaced; or
6. if the Contractor fails to make prompt payments to suppliers or to Subcontractors for Work performed in connection with the Contract; or
7. if the Contractor fails to cooperate in good faith with the Owner;

than the Owner, without prejudice to any other rights or remedies it may have hereunder, shall have the right to declare the Contractor in default, in whole or in part.

B. In the event the Owner elects to declare the Contractor in default, the Owner shall notify the Contractor and his Sureties by written notice describing the nature of the default and providing the Contractor a right to cure such default within three (3) calendar days after the date of the notice, or within such longer period as the Owner, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the Owner, the Owner shall have the right to take any actions necessary to contract or complete the Work.

C. Any costs incurred in connection with completing or correcting the Work shall be deducted from the amounts then or thereafter due the Contractor. In the event such amounts are not sufficient to cover the costs incurred in connection with completing or correcting the Work, the Contractor and his Surety shall pay to the Owner the amount of any deficiency.

D. If, after issuance of a Notice of termination of the Contract under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of Paragraph 24(A)(1) through 24(A)(7), or that cause for such termination otherwise did not exist under the provisions of

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Paragraph 24(A)(1) through 24(A)(7), then the rights and obligations of the parties shall be the same as if the Notice of termination had been delivered under the provisions of Paragraph 23 hereof; provided, however, that the Contractor in such event shall be deemed to have received seven (7) days prior written Notice of termination. Any compensation thereupon owing to the Contractor under Paragraph 23 shall be offset by the cost of remedying any defective Work performed by or on behalf the Contractor. In no event shall the Contractor be entitled to recover anticipated profits or consequential damages of any kind in connection with any termination of these Contract Documents.

25. SUBSTANTIAL COMPLETION:

- A. When the Contractor considers that the Work is substantially complete, the Contractor shall provide the Owner written notification of such fact. The Owner shall prepare a comprehensive punch list of items to be completed and/or corrected. The Contractor shall proceed promptly to complete and correct the items on the punch list. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- D. It is the Contractor's responsibility to examine the work of all trades, to correct any deficiencies found, and to verify that all equipment is operating prior to notifying the Owner of Substantial Completion.
- E. "Substantially complete" means that all work described in the specifications or shown on the drawings or corresponding Purchase Order or Notice to Proceed is done and that the affected area is ready to be used by the Owner for its regular, intended purpose, with only minor items needed to fully complete the work in accordance with the Contract Documents.

26. FINAL INSPECTION:

Upon written notification by the Contractor that the Work is finally complete, and upon the Contractor's submission of a final application for payment, the Owner will conduct a final inspection of the Work. When the Owner determines that the Work has been satisfactorily completed and the Contract Documents fully performed, he shall promptly prepare and issue a Final Certificate for Payment.

27. PAYMENTS AND COMPLETION:

For the Contractor's complete performance of the Work described in each Purchase Order and Notice to Proceed issued hereunder, the Owner agrees to pay, and the Contractor agrees to accept, subject to the terms and conditions of the Contract Documents, the Contract Sum, set forth therein and based upon the rates and prices set forth in the Contractor's Bid Form, subject to adjustment in accordance with the Contract Documents.

28. SCHEDULE OF VALUES:

- A. Upon request by the Owner, the Contractor shall, promptly following receipt of a Purchase Order or Notice to Proceed issued hereunder, provide a schedule of values for the work for the Owner's approval. The form shall be completed in detail including labor hours, quantities and unit costs.
- B. If required by the Owner, submit three (3) copies to the project engineer for approval within 5 days of receipt of the Notice to Proceed or Purchase Order.

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- C. The schedule of values shall be completed in detail including quantities and unit costs. Identify Schedule with:
 - 1. Complete title of Project and Location
 - 2. Contract number
 - 3. Name and address of Contractor
 - 4. Date of Submission
 - 5. Labor per item to install (lump sum labor will not be acceptable)
 - 6. Total Contract Sum
 - D. Organize the Content of Schedule into columns with headings as follows:
 - 1. Item Number (Column No. 1)
 - 2. Description of Item (Column No. 2)
 - 3. Quantity (Column No. 3)
 - 4. Unit of Measure (Column No. 4)
 - 5. Cost per unit (Column No. 5)
 - 6. Total cost of Item (Column No. 6)
 - E. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
29. REQUESTS FOR PAYMENTS AND PARTIAL PAYMENTS:
- A. On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the Work performed based on the schedule of values (as applicable) and may apply for partial payment. Each invoice must have the FCPS contract number clearly indicated on it.
 - B. The Owner will retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by the Purchase Order or Notice to Proceed.
 - C. Send all invoices to:
Fairfax County Public Schools
Department of Facilities and Capital Programs
Office of Facilities Management
Sideburn Support Center
5025 Sideburn Road
Fairfax, VA 22032-2637
30. CONTRACTUAL DISPUTES:
- A. Any dispute arising hereunder or in connection herewith which is not otherwise resolved by the parties shall be decided by the Owner's Division Superintendent or Designee who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the

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Contractor within thirty (30) days. The decision of the Owner's Division Superintendent or Designee shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

- B. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. 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 amounts agreed due in the final payment.

31. LEGAL ACTION:

No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

32. BUILDING PERMITS:

Necessary building permits will be obtained by the Owner. Trade permits shall be obtained by the Contractor for all work prior to start of the project.

33. RIGHT OF AUDIT:

The Owner and its authorized representatives shall, until the expiration of three years from the date of final payment under these Contract Documents, have the right to examine and copy those books, records, accounts, documents, papers and other supporting data which involve transactions related to this Contract or which otherwise permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein (the "Records"), and the Contractor hereby covenants to maintain the Records in good order for such time and to deliver promptly the Records to the Owner within 5 days after its written request. In the event that the Contractor fails to comply with this Paragraph, then the Owner, in addition to any other available remedies, shall have the right to withhold payment of amounts otherwise due the Contractor until such time as the Contractor shall have complied fully with the obligations set forth herein.

34. NOTICES:

All notices required or permitted hereunder shall be in writing and delivered in the manner prescribed herein. Written notice shall be deemed to have been duly served on the Contractor if delivered by U.S. Mail, hand delivery, or facsimile transmission to the Contractor's office at any Project or to the business address or fax number of the Contractor as stated in its Bid Form; or if delivered in person to the Contractor, to the Contractor's foreman or superintendent for the Project, or any officer or director of the Contractor. Unless otherwise specified herein, Notice shall be deemed to have been duly served on the Owner if delivered by U.S. Mail, hand delivery, or facsimile transmission (with a duplicate copy transmitted by another means of delivery authorized hereunder) to the Office of Facilities Management, Fairfax County Public Schools, 5025 Sideburn Road, Fairfax, Virginia 22032, fax number (703) 764-4394.

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39. PREVAILING WAGE REQUIREMENTS:

As employed herein, "Prevailing Wage Rate" means the rate, amount, or level of wages, salaries, benefits and other remuneration prevailing for the corresponding classes of mechanics, laborers, or workers employed for the same work in the same trade or occupation in the locality in which the Project is located, as determined by the Virginia Commissioner of Labor and Industry. The Contractor covenants and agrees that the remuneration to any individual performing services as a mechanic, laborer, or worker for the Work will be paid at a rate not less than the Prevailing Wage Rate. The Contractor further covenants and agrees to comply, and cause each Subcontractor to comply, with the following requirements applicable to the Work performed under this Contract:

- A. Upon award of the Contract, the Contractor will certify, under oath, to the Commissioner of Labor and Industry, the pay scale for each craft or trade to be employed on, or to provide labor for, the Project or the Work by the Contractor and any Subcontractors. The Contractor's certification will, for each such craft or trade, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan or program to which benefit payments will be made on behalf of employees. Within five (5) days after submitting its certification to the Commissioner of Labor and Industry, the Contractor will provide a copy of the certification to the Owner.
- B. The Contractor and each Subcontractor will keep, maintain, and preserve: (i) records relating to the wages paid to, and hours worked by, each individual performing the work of any mechanic, laborer, or worker; and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the Project is employed during each workday and week. The Contractor and each Subcontractor will: (a) preserve such records for a minimum of six (6) years from contract expiration or termination; (b) make such records available to the Department of Labor and Industry or the Owner within 10 days of a request; and (c) certify that such records reflect the actual hours worked and the amount paid to its workers for the time period covered by the request.
- C. The Contractor and each Subcontractor will post the Prevailing Wage Rates for each craft or trade involved in the Project and the Work, including the effective date of any changes thereto, in a prominent and easily accessible place at the Site or at any such places as are used by the Contractor or Subcontractors to pay wages to their workers. Such posting must be made in English and in such other languages as may be specified by the Owner in order to provide meaningful access to the information in the posting to workers with limited English proficiency. Within ten (10) days of such posting, the Contractor and each Subcontractor shall certify to the Commissioner of Labor and Industry its compliance with the posting obligation set forth herein.
- D. The Contractor and each Subcontractor will comply with all requirements and obligations applicable to contractors and/or subcontractors pursuant to Section 2-3-2 of the Prevailing Wage Ordinance adopted by the Fairfax County Board of Supervisors on January 25, 2022, as the same may be amended from time to time. The Prevailing Wage Ordinance may be viewed at https://library.municode.com/va/fairfax_county/ordinances/code_of_ordinances?nodemd=149114

END OF SECTION

GENERAL REQUIREMENTS

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1. SITE CONDITIONS:

The Contractor is expected to have become familiar with, and taken into consideration, site conditions which may affect the work and to have checked all dimensions at the site.

- A. No plea of ignorance of conditions that exist or may hereafter exist on the work site, or difficulties that may be encountered in execution of the work as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

2. SCAFFOLDING, RIGGING AND HOISTING:

- A. Contractor shall furnish all scaffolding, rigging, hoisting, shoring and services necessary for erection and delivery into the premises, for equipment and apparatus furnished and removal of same from premises when no longer required.
- B. No crane work will be done during regular school hours. The work area around cranes shall be protected with barricades, warning signs, and the Contractor shall provide personnel as necessary to prevent access to the work area by children or adults.
- C. At no time the units shall be placed on the roof and rolled across the roof. Units shall be lifted directly onto the existing structural support on the roof.

3. SITE PROTECTION:

- A. While work is in progress, new materials shall be covered or protected from dust, debris or damage.
- B. The Contractor shall maintain the job site in a clean, safe, orderly working condition and shall leave the premises completely clean each day.
- C. The Contractor shall be responsible for the repair or replacement of any roof, grass, asphalt pavement, building, or building contents damaged during the course of this Contract. In addition, any fencing removed by the Contractor shall be re-installed without any damage and to the satisfaction of the Owner.
- D. The Contractor shall provide all necessary manpower, barricades, safety signs and protection needed to safely perform the required work during the Contract.
- E. All openings in building components required for installation of piping or wiring shall be cut, patched and repaired.
- F. All items (lights, pipes, fencing, etc.) that have to be removed during the course of this work shall be reinstalled or relocated as necessary to complete the project.
- G. Contractor shall protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing in accordance with ACI standards.

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- H. No smoke, dust, or construction odors shall be allowed to enter the occupied building. Contractor shall provide exhaust fans, ducts, seal openings into the school, and if necessary, schedule work during off-hours to prevent problems during the times that students and teachers are in the building.
4. OWNER'S REPRESENTATIVE:
The Director of the Office of Facilities Management, 5025 Sideburn Road, Fairfax, Virginia 22032, (703) 764-4372 has designated Angel Perez as the point of contact. The Director, Office of Facilities Management, may designate such other individual(s) as he deems necessary to assist in the administration of this Contract. These individuals shall have the authority to inspect the Contractor's performance.
5. RELEASE OF BONDS:
The Surety Corporation providing the bonds for this project shall obtain a written release from the Owner prior to the expiration date of the bonds.
6. LOCKOUT AND TAGOUT:
The Contractor shall have an established lockout/tagout procedure, which meets the requirements of VOSH Standard 29 CFR Part 1910, Subpart J, Subsection 147, entitled Control of Hazardous Energy Sources. The Contractor shall coordinate with the Owner's Representative to conform to the Owner's lockout/tagout program requirements.
7. BARRICADES, WARNING SIGNS AND LIGHTS;
Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public of the hazard being protected against. Provide lighting where appropriate and needed, including flashing yellow lights where appropriate.
8. CONFINED SPACES:
The Contractor shall have an established confined space procedure that meets the requirements of VOSH Standard 29 CFR 1910, Subpart J, §146, titled "Permit-Required Confined Spaces." The Contractor is responsible to provide confined space air monitoring and rescue equipment, as well as any other required devices or equipment on site to all employees. The Contractor must be able to provide safety training records of its employees performing work in a confined space to the Owner upon request. The Contractor shall coordinate with the Owner's representative to ensure the Contractor conforms to all confined space program requirement.

END OF SECTION

TECHNICAL SPECIFICATIONS

1. HAZARDOUS (ASBESTOS) MATERIALS REMOVAL:

A. Documentation of Qualification and Performance in Asbestos Removal

NOTE: Where the word "Contractor" is used this shall refer to the asbestos removal contractor unless otherwise stipulated.

1. The Contractor shall have a valid Asbestos Contractor's License issued by the Virginia Department of Commerce under the provisions of Title 54.1, Chapter 5, Section 54.1-500 Code of Virginia.
2. The Contractor shall furnish documentation of successful performance in asbestos removal. This will include name and address of purchaser of service, location of work performed, and a record of air monitoring for asbestos as required by OSHA 1910.1001.
3. The Contractor will have at all times in his possession at his office (one copy) and in view at the job site (one copy) Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR parts 1910 and 1926) and U.S. Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Sub-part M) (Standards for asbestos, asbestos stripping practices, and disposal of asbestos wastes).
4. The Contractor will provide a statement that he either has or has not been subject to OSHA inspections by Federal, State and Local agencies and the results of those inspections, including citations, if any.

NOTE: A copy of all notifications, licenses, and submittals must be provided to the Owner's representative prior to any work.

B. Administrative Actions Prior to Removal:

1. The Contractor will submit a detailed plan of work procedures to be used in the removal and demolition of materials containing asbestos. Such plan shall include location of asbestos control areas, change rooms, layout of change rooms, interface of trades involved in the construction, sequencing of asbestos related work, disposal plan, type of wetting agent to be used, personal (worker) air monitoring, and a detailed description of the method to be employed in order to control pollution. This plan must be approved prior to the start of any asbestos work.
2. Submit to the Owner one (1) copy of all notifications required by all authorities having jurisdiction including, but not limited to, the following:
 - a. United States Environmental Protection Agency, Region III (40 CFR 61, Sub-Part M); Virginia State Department of Labor and Industry.

TECHNICAL SPECIFICATIONS

- b. The Contractor shall notify each of the above in writing at least twenty (20) days in advance of the beginning of the work as herein described.
3. The Contractor will secure necessary permits in conjunction with asbestos removal, hauling, and disposal as may be required by Federal, State, Regional, and Local authorities. The Owner will reimburse the Contractor for the actual cost of all permit fees incurred by the Contractor for each project. The Contractor will not include (and the Owner will not be responsible for) any mark-up to the permit fees.
4. It is mutually understood and agreed that Contract prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the Owner and architect, their members, officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process, to be performed under the Contract, and shall indemnify the said Owner and architect, their members, officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution or after the completion of the work.
5. The Contractor must provide for the transportation of asbestos in accordance with Virginia Solid Waste Management Document VR672-20- 10.
6. The Contractor is responsible for personal air monitoring and medical surveillance of employees as required by 29 CFR 1926.58. Copies of air monitoring results will be furnished to building owner within five (5) working days for inclusion in the abatement package for the project "records."
7. Submit the name, address, and telephone number of the industrial hygienist and testing laboratory selected for the monitoring as required in B6. Submissions must include airborne concentrations of asbestos fibers along with certification that the laboratory counting the samples is NVLAP accredited and is licensed by the State of Virginia to carry out this function.
8. All supervisors, foremen, and workers shall have a valid asbestos license issued by the Virginia Department of Commerce pursuant to the Code of Virginia. The Contractor shall provide the building owner or Owner's representative on a daily basis a work roster listing all employees on the job along with copies of appropriate Virginia State Licenses. Each supervisor and foreman shall have a minimum of three (3) years prior experience in supervising the performance of asbestos removal work and each worker shall have a minimum of one (1) year of asbestos removal work.
9. Notify the Owner's representative prior to the start of asbestos work.
10. Submit written evidence that the landfill for disposal is approved for asbestos disposal by the USEPA and state or local regulatory agency(s). Landfill must also have pollution liability insurance. Successful bidder must provide a copy of landfill insurance coverage at the time of notification of award of contract.

TECHNICAL SPECIFICATIONS

11. Comply with 40 CFR part 763, Appendix D, Sub-part E, Transportation and Disposal of Asbestos Waste, dated October 30, 1987. The Contractor shall furnish Owner/Owner's representative with copies of completed chain of custody form for the transportation and disposal of asbestos materials. Original signed manifest from EPA approved dumpsite is also required.
12. Comply with the applicable requirements of the current issue of 29 CFR 1910.1001, 40 CFR 61, Sub-parts A and B and Virginia Commonwealth solid waste management regulation #VR 672.20-10. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification and referenced documents vary, the most stringent requirement shall apply.

C. Worker's Dress and Equipment for Asbestos Removal:

1. Work clothes will consist of full body coveralls, disposable head covers, boots or sneakers, and respiratory protective equipment as required by OSHA regulations. Eye protection and hard hats should be available as appropriate.
2. Coveralls should be of a paper disposable type.
3. The Contractor shall comply with applicable OSHA/VOSH employee respiratory protection regulations. The Contractor as required by current OSHA regulation shall provide respiratory protection. TYPE C respirator is required where needed by type of abatement. Workers shall not be exposed at any time to exposures greater than 0.01 fibers per cubic centimeter inside the respirator. The Contractor will establish a respirator program as required by ANSI 288.2 and 29 CFR 1910.134b, d, e, and f. Copy of respirator program shall be available on site at all times.

D. Decontamination:

1. Worker decontamination enclosure system, as determined by project monitor, shall be provided at all locations where workers will enter or exit the work area. All areas **must** be in place before **any** removal work begins.
2. Worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room with an air lock between each room.
 - 2a. For Class II, miscellaneous materials, two-stage decontamination is recommended.
3. All workers, without exception, will change work clothes at designated areas prior to start of day's work. The Contractor will provide lockers or acceptable substitutes for street and work clothes.
4. All work clothes will be removed in the equipment room prior to departure from this area. Workers would then proceed to showers, naked except for respirators. Workers will shower before lunch and at the end of each day's work. Hot water, showers, soap and hygienic conditions are the responsibility of the Contractor. All wastewater will be filtered through a 5.0-micron filter before being discharged into the sewer system.

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5. No smoking, eating, or drinking is to take place once beyond the clean room into the work area at the job site. Prior to smoking, eating or drinking, workers will fully decontaminate by showering. Each worker will then dress into a new clean disposable coverall to eat, smoke, or drink. This new coverall can then be used to re-enter the work area.
 6. Work footwear will remain inside work area until completion of the job.
- E. Pre-Asbestos Removal Preparation:
1. The Contractor is responsible for pre-cleaning all asbestos removal areas prior to preparation for removal. Pre-cleaning will be coordinated with the Owner's project monitor.
 2. The Contractor will post caution signs meeting the specifications of OSHA 29 CFR 1910.1001 at any location or approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Additional signs may be needed after construction of workplace enclosure barriers.
 3. The Contractor will thoroughly seal off all openings and fixtures between work area and uncontaminated areas outside the work area with polyethylene taped securely in place. This includes, but is not limited to doors, windows, lighting, heating and ventilating ducts.
 4. Doors leading to the work area that will not be used shall be locked shut and sealed with two layers of 6-mil polyethylene taped securely in place on the contaminated and uncontaminated sides. Warning signs shall be provided and displayed at each regulated area. In addition, warning signs shall be posted at approaches to regulated areas. Warning signs shall read as follows:

DANGER, ASBESTOS, CANCER, AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY. RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA.
 5. Polyethylene sheets two (2) (minimum 6-mil EACH) will be used to cover the entire floor. Wall surfaces shall also be covered with 2 sheets of 6-mil polyethylene. If sheets are joined, folded seams will be used with sealing tape at the seams and boundaries. Cover all non-removal items and equipment in the work area with 2 polyethylene sheets (6-mil minimum) taped securely in place. These sheets of polyethylene are in addition to the layers of polyethylene sheets covering walls and floor. Therefore, all non-removal items will be covered with a minimum of four (4) layers of polyethylene.
 6. Adequate toilet facilities shall be provided. Where such facilities do not exist, the Contractor will provide portable service.
 7. Written procedures for evacuation of injured workers will be submitted by the Contractor. Aid for a seriously injured worker will not be delayed for reasons of decontamination.
 8. Establish emergency and fire exits from the work area. Emergency procedures shall have priority.

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9. Install and initiate a differential air pressure ventilation system in the work area as needed to provide one change of air every fifteen minutes. Differential air pressure should be maintained at 0.02" of water throughout the project. System shall be a high efficiency particulate absolute (HEPA) filtration system equipped with filtration equipment in compliance with ANSI 29.2.79, local exhaust ventilation. A differential pressure shall be established in the work area (24 hrs. a day) throughout the removal process and shall not be shut down for any reason until the area is decontaminated and certified as such by the required testing. Openings made in the polyethylene enclosure system to accommodate these differential pressure units shall be made airtight with tape and/or caulking as needed. If more than one unit is installed, they shall be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Ensure that adequate power supply is available to satisfy the requirements of the ventilating units. Differential pressure ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve-inch (12") diameter ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to ensure that the ducting does not release fibers into uncontaminated building areas. If during the removal process differential pressure is not maintained in the work area, all removal operations are to stop immediately and the Owner's representative is notified immediately and no work shall be done until the problem is identified, solved and differential pressure is reestablished and working properly. The Contractor shall provide an air pressure recorder with continuous chart for recording differential pressure to confirm that differential pressure is held on the work area.
 10. The glove bag method is permissible for removal of limited quantities of pipe and elbow insulation.
 11. The Contractor shall provide ground fault circuit interruption (GFCI) on all electrical equipment and extension cords in accordance with OSHA requirements.
- F. Methods of Asbestos Removal:
1. The asbestos material will be sprayed with water containing an additive to enhance penetration. The additive, or wetting agent, will be 50% polyethylene ester and 50% polyoxyethylene ether at a concentration of 1 ounce per 5 gallons of water. A fine spray of this solution must be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos will be sufficiently saturated to prevent emission of airborne fibers in excess of exposure limits prescribed in the OSHA standards referenced in these specifications. The Contractor shall provide MSDS sheets for all chemicals used in the removal operation.
 2. Removal of the asbestos material will be done in small sections with two person teams on staging platforms, if needed. The material will be packed into labeled 6-mil plastic bags held within 55-gallon drums totally enclosed prior to starting the next section to prevent the material from drying. If 55-gallon drums are not available, all material must be double bagged, using 6-mil plastic bags or wrapped in 6-mil polyethylene sheeting with required labeling. All material

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removed from the work area shall be stored in a self-enclosed lockable Dumpster or lockable vehicle if it is to remain on site overnight.

3. Packed and sealed drums or double-bagged waste, with the required labeling, will be delivered to a pre-designated disposal site for burial. Labels and all necessary signs shall be in accordance with NESHAPS and OSHA standards.
4. Doors used as the main entrance to the work area are to be locked shut after working hours. A sign shall be posted on the uncontaminated side of the door to read as follows:

DANGER, ASBESTOS, CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY. RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA.

5. Following removal, the entire area will be wet cleaned or HEPA vacuumed. After a 24-hour period to allow for dust settling, the entire area will be wet cleaned again. After the second cleaning the area **shall** be visually inspected by the owner's representative (project monitor). If the area is deemed acceptable, a clear penetrating encapsulant shall be used to lock down any possible airborne fibers.
6. All polyethylene material, tape, cleaning material, including wet mop heads, cloths, and clothing will be placed in 6-mil plastic bags, sealed and labeled as described above for the asbestos waste material.

G. Final Inspection and Release Criterion:

1. After the second cleaning operation and encapsulation, the following tests must be performed:
 - a. Post-Abatement Clearance Air Sampling - Clearance air sample volume shall be a minimum of 1199 liters at a rate of not more than 10 liters per minute for 25 mm filters. Samples shall be collected aggressively to determine post abatement air concentrations. Analysis of clearance air samples shall be by Transmission Electron Microscopy (T.E.M.). A clearance level in accordance with 40 CFR Part 763 Appendix A to subpart E is required.
 - b. The project monitor is responsible for determining the extent of tests to be required in order to satisfy the EPA and the Asbestos Hazard Emergency Response Act of 1986.
2. If noncompliance occurs, repeat cleaning and measurement until space is in compliance. Owner will pay cost for first round of clearance samples. Cost for a repeat cleaning and all additional round of clearance samples to ensure compliance shall be the responsibility of the asbestos removal contractor.
3. Visual Inspection - Prior to removal of all containment barriers, but after final air clearance, a complete visual inspection by project monitor shall be made to insure dust-free conditions.

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4. The Owner's representative shall make a final visual inspection after removal of critical barriers.
- H. Air Monitoring:
1. The removal Contractor's responsibilities are covered under Paragraph B6 Building Owner shall have an independent industrial hygienist firm to monitor all removal and conduct air monitoring in compliance with all state, local, and federal regulations. The IH contractor will furnish a project monitor, licensed by the state of Virginia, to comply with the air monitoring and oversight requirements of the contract. The Contractor will cooperate with the project monitor and follow all directions given.
 2. The Owner's project monitor must be on site any time the Contractor is working.
 3. The project monitor's duties are included in Item L.
- I. Disposal of Asbestos Material and Related Debris:
1. All asbestos materials and miscellaneous debris shall be handled in accordance with B10 and E12 methods of asbestos removal: b, c, and f of the specifications.
- J. Work Practice:
1. If at any time, the Owner's project monitor decides that work practice is violating pertinent regulations or endangering workers, he/she will immediately notify in writing the on-site Contractor representative that operations will cease until corrective action is taken.
- K. Documentation:
1. Removal contract shall not be considered complete until the following information is provided to the building owner as a separate document:
 - (a) Removal methods used.
 - (b) Location of measure or action.
 - (c) Start and completion dates.
 - (d) Name and address of Contractor and subs.
 - (e) Contractors accreditation documentation (Virginia license number).
 - (f) Asbestos storage or disposal site manifest.
- L. Air Monitoring: (BY OWNER'S PROJECT MONITOR)
1. The air monitoring contract shall not be considered complete until the following information is provided to the building owner as a separate document:
 - (a) Name and signature of person conducting final air clearance samples.
 - (b) Location of where the samples were collected.
 - (c) Date of collection.
 - (d) Name, address, accreditation, and Virginia licensing for analytical laboratory.
 - (e) Results of analysis.

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- (f) Methods of analysis.
- (g) Name and signature of analyst.
- (h) Copies of Virginia licenses for each project monitor used on the project.

M. Project Monitor Requirements:

1. The duties and functions of the project monitor are to ensure that the asbestos abatement contractor on a Fairfax County asbestos project is adhering to proper work practices used in accordance with all applicable federal, state, and local regulations relating to asbestos abatement.
2. The project monitor shall collect environmental air samples in connection with the asbestos abatement projects including background, in progress, and final clearance samples, as well as OSHA compliance air monitoring. (OSHA compliance samples are for the project monitor only). All asbestos TEM or PLM samples shall be analyzed by a laboratory, which is NVLAP, or NIST accredited and licensed by the state of Virginia to perform such a function. All PCM samples shall be analyzed by a laboratory, which is AIHA PAT proficient and licensed by the state of Virginia to perform such a function. Each project monitor shall also be licensed in accordance with Virginia State Regulation.
3. The project monitor shall be authorized to grant final clearance upon completion of the asbestos abatement project.

NOTE: Typical project monitor daily functions, in addition to those stated above:

- a. Ensure a Virginia licensed asbestos supervisor with current AHERA supervisor training is on site during all operations of the Contractor. Ensure all workers performing tasks within a regulated area hold Virginia asbestos work licenses and current AHERA training.
- b. Physically inspect and approve the worker and equipment decontamination enclosure systems and the barrier system that contain the abatement area before Contractor begins the initial abatement work, during the project and after each shift.
- c. Determine adequacy of negative air system through calculations and through analysis of manometer readings (manometer shall be furnished by the Contractor).
- d. Collect all background, in progress and final clearance air samples to include all necessary OSHA monitoring.
- e. Calibrate air-sampling pumps before and after each use using a secondary standard. Calibrate all sampling pumps and secondary standards using primary standard once every week. Calibrate logs shall be maintained in the on-site logbook.
- f. Inspect abatement activities for conformance to the specifications and to ensure workers are wearing protective equipment properly.

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- g. Accompany all visitors to the site to include Owner's representatives and inspectors.
- h. Maintain a daily project log that will document all significant events and amounts of time Contractor spends on-site.
- i. Ensure Contractor has all necessary documentation on-site and that the site has the proper warning and notifications posted.
- j. Ensure proper posting of previous day's air reading.
- k. Conduct all final visual inspections upon completion of work by Contractor.
- l. At project completion, sign a project completion form that indicates all work has been completed satisfactorily and the area is acceptable for re-occupancy by the public.

- 4. The project monitor shall prepare a final report for each abatement project in duplicate. Final reports shall contain all documentation compiled during the project. This documentation shall contain, at a minimum, an executive summary, a discussion of all significant events occurring during the project, original copies of all air monitoring and analysis sheets, the name and signature of the person conducting final clearance samples, daily log sheets, sign in and out sheets, Contractor waste disposal manifest (if available), copies of Contractor's Virginia license for asbestos abatement, copies of the Virginia asbestos worker's licenses, project monitor's license, and laboratory license. Final reports are due to the requesting agency within 10 working days after completion of the project.

The Contractor shall provide the project monitor original copies of all OSHA compliance air monitoring and analysis sheets; the name and signature of the person conducting monitoring; name, social security number, PPE utilized, tasks performed of the individual monitored; daily log sheets, sign in and out sheets; Contractor waste disposal manifest (if available); copies of Contractor's Virginia license for asbestos abatement; copies of the Virginia asbestos worker's licenses; laboratory license of firm analyzing OSHA compliance samples. This information is due at start of project through completion, and no later than 5 days upon completion of project.

2. LEAD-BASED PAINT REMOVAL:

- A. Contractor shall have a valid Virginia Class A Contractor's license with a Lead Specialty issued by the Virginia Board for Contractors and shall comply with the provisions of Chapter 11 (54.1-1100 et. Seq.) of Title 54.1 of the Code of Virginia.
- B. Only properly licensed lead abatement supervisors and workers will be employed to conduct lead-based paint removal activity. Each project supervisor and foreman shall have a minimum of three (3) years prior experience supervising the removal of lead-based paint and each worker shall have a minimum of one year of experience removing lead-based paint.

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- C. The standards for conducting Lead-Based Paint activity established by the Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) shall be followed at all times.

18VAC15-30-620. Abatement. Paragraph B:

A licensed lead abatement supervisor is required for each abatement project and shall be on-site during all work site preparation and during the post-abatement cleanup of work areas. At all other times when abatement activities are being conducted, the licensed supervisor shall be on-site or available by telephone, pager or answering service, and able to be present at the work site in no more than two hours.

http://www.dpor.virginia.gov/uploadedFiles/MainSite/Content/Boards/ALHI/A506-33REGS_LEAD.pdf

3. SPECIAL INSTRUCTIONS:

- A. Notice:

To all prospective Contractors, when visiting school sites, you are required to report to the school office and obtain a visitor's pass before proceeding to the areas in the building.

4. GENERAL:

- A. This Contract is for the removal and disposal of asbestos containing material and other hazardous materials from various Fairfax County Public School sites.
- B. Insulation that is not fiberglass shall be assumed to be asbestos by the Contractor and shall be removed in accordance with these specifications and all applicable Federal, State, and Local codes and regulations.
- C. This Contract includes insulation removal and floor tile with mastic removal.
- D. Fairfax County Public Schools shall employ a Project Monitor (PM) to ensure compliance with State and Federal asbestos removal standards. The PM will also conduct final clearance sampling in accordance with AHERA requirements. Clearance method shall be TEM with a 24-hour turn around.
- E. Where the word remove is used this shall include disposal of the materials to be removed.
- F. Notifications:

The Contractor will proceed with notification to the proper authorities immediately upon receipt of the Notice to Proceed. Copies of notifications must be furnished to Owner's representative prior to starting any removal set-up or work.

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G. Clean-up:

1. The Contractor will be held responsible for cleaning all sprayed on glue/mastic/tape used in the removal work from all surfaces prior to payment of the final invoice. If necessary, the Contractor will repair surfaces and repaint damaged areas.
2. The Contractor shall re-install or move items prior to the start of project and upon completion of removal return items back to original locations.

H. Personnel:

Copies of all worker's Virginia specialty licenses and/or certifications, as required hereunder, shall be furnished to the project monitor prior to the worker entering the work area. No worker who is without proof of licensing will be allowed in the work area.

NOTE: The removal Contractor must furnish at least one (1) English-speaking supervisor each day of the project for good communication with the project monitor.

All workers must report to the school office and sign-in each day.

END OF SECTION

APPENDIX B
 JURISDICTION LISTING

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 21 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

Alexandria Public Schools, VA	Manassas Park, Virginia
Alexandria Sanitation Authority	Manassas, Virginia
Alexandria, Virginia	Manassas City Public Schools, Virginia
Arlington County, Virginia	Maryland-National Capital Park & Planning Commission
Arlington Public Schools, Virginia	Metropolitan Washington Airports Authority
Bowie, Maryland	Metropolitan Washington Council of Governments
Charles County, Maryland	Montgomery Community College
Charles County Public Schools, MD	Montgomery County, Maryland
Chevy Chase Village, MD	Montgomery County Public Schools, MD
Clark County Administrative Services	Northern Virginia Community College
College Park, Maryland	Northern Virginia Regional Commission
Culpeper County, Virginia	Orange County Public Schools, Virginia
Culpeper County Public Schools	Prince George's County, Maryland
District of Columbia	Prince George's County Public Schools, MD
District of Columbia Courts	Prince William County Public Schools, VA
DC Water and Sewer Authority	Prince William County, Virginia
District of Columbia Schools	Prince William County Service Authority
Fairfax County Water Authority	Rappahannock County Public Schools, VA
County of Fairfax	Rockville, Maryland
Fairfax, Virginia (City)	Shenandoah County Public Schools, VA
Falls Church City Public Schools	Spotsylvania County Schools, Virginia
Falls Church, Virginia	Stafford County, Virginia
Fauquier County, Virginia	Stafford County Public Schools, Virginia
Fauquier County Schools, Virginia	Takoma Park, Maryland
Fauquier County Water & Sanitation Authority	Vienna, Virginia
Frederick City, Maryland	Upper Occoquan Sewage Authority
Frederick County, Maryland	Virginia Railway Express
Frederick County Schools, Maryland	Washington Suburban Sanitary Commission
Gaithersburg, Maryland	Washington Metropolitan Area Transit Authority
Greenbelt, Maryland	Winchester, Virginia
Herndon, Virginia	Winchester Public Schools
Leesburg, Virginia	Others
Loudoun County Sanitation Authority	
Loudoun County Public Schools, VA	
Loudoun County, Virginia	
Madison County Public Schools, VA	
Manassas Park Public Schools, VA	

Complete and return this form with your bid. Contract award may not be made without it.

 Vendor Name

APPENDIX C
SAFETY VIOLATIONS

CERTIFICATION OF SAFETY VIOLATIONS:

NAME(S) OF BIDDERS:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____

LIST SAFETY VIOLATIONS (Reference paragraph 18 Instructions to Bidders).

If there were no safety violations list each state in which work was performed in past 3 (three) years (Ref. Paragraph 18):

I hereby certify that the above information is correct to the best of my knowledge.

Principal

State of _____)

County of _____)

On this _____ day of _____, 20____, after first being duly sworn, appeared before me, the undersigned Notary Public and executed the foregoing instrument and acknowledge to me that he executed the same as and for the act and deed of said firm.

(SEAL) _____

Notary Public

My commission expires: _____