



CARPET AND FLOOR TILE INSTALLATION AND REPLACEMENT CONTRACT

INVITATION FOR BID# MMB-030-18

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

**FAIRFAX COUNTY PUBLIC SCHOOLS
CARPET AND FLOOR TILE INSTALLATION
AND REPLACEMENT 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 to furnish and install various carpeting, vinyl composition tile, cove base, and stair treads for the Fairfax County Public Schools' ("FCPS's"), Department of Facilities and Transportation Services, 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 both a primary and secondary contractor, each of whom shall be fully qualified and properly licensed to provide a ready "as required" source for the furnishing and installation of the items listed in this solicitation during the term of any contract(s) 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 installations and replacements are in occupied and furnished rooms, and will be performed during non-school hours, as necessary, in order to minimize impact and disruption to the Owner's classrooms and other areas and facilities.
- 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 carpeting and or tile is installed, 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. The successful bidder(s) shall provide all labor, carpeting, vinyl composition tile, and other material, transportation, and expertise necessary to install or replace carpet, tile, vinyl cove base, edge strips, and other accessories, as further described in these specifications. As described elsewhere in this solicitation, bidders are advised that most of the work contemplated hereby will be performed during non-school hours, so the successful bidder shall plan on performing most work during evenings and weekends. During the school year, the successful bidder shall be expected to perform work during the hours of 3:30 p.m. –10:00 p.m., Monday-Friday, and shall be expected to be able to perform work on weekends and holidays. For weekends and school holiday periods, the successful bidder shall work with the Owner to develop a specific project schedule.

2. PERIOD OF CONTRACT AND RENEWAL:

- 2.1. The term of any contract(s) awarded hereunder shall be from December 1, 2017 or the date of the award whichever is later, through November 30, 2018 (such period of time to be referred to herein as the "Original Contract Period"). The

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Owner reserves the right, in its sole discretion, to renew this contract for up to two (2) additional, successive one-year periods (each, a "Renewal Period"), one contract year at a time, upon written notice to the Contractor(s) delivered at least thirty (30) days prior to the expiration of the then-current contract year. 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 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 November 30, 2020.

- 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. 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 \$5,000,000.00 or the maximum amount then prescribed by law. The total compensation for any individual project performed by the 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.
- 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 expiration of the Original Contract Period and no more than once with respect to any individual Renewal Period thereafter, 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

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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.

4. MANDATORY PRE-BID MEETING:

A pre-bid meeting will be held November 9, 2017, beginning at 10:00 a.m. in the Training Room at Sideburn Support Center, 5025 Sideburn Road, Fairfax, VA 22032. Bidders shall proceed to the Conference Room to sign the meeting roster. NO ONE WILL BE ADMITTED AFTER 10:05 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 pre-requisite for submitting a Bid; attendance will be evidenced by the Contractor'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 be returned unopened by U.S. Mail to the Bidder.

5. INTERPRETATION OF BID:

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

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

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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 duly authorized representative of bidder
a copy of bidder's valid Commonwealth of Virginia Class A Contractors License
the BPOL Form – Appendix A,
the Jurisdiction Listing – Appendix B
the Surety Letter

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 Transportation Services
Office of Facilities Management
5025 Sideburn Road, Room 16
Fairfax, Virginia 22032

Bids will be received and must be time stamped in Room 16 at the above address until 2:00 p.m., November 21, 2017. 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. Accordingly, bids which are transmitted via US 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 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:
<http://www.fcps.edu/fts/adminservices/solicitations.shtml>

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 installations, replacements, provision of materials, and the like contemplated by the Contract as requirements arise. Please refer to Special Provisions, Item 10. Purchase Order/Method of Ordering.

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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, all as determined in accordance with the criteria and factors set forth herein. 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"); (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 its prior good faith determination that such an allocation of tasks will aid in the timely and satisfactory fulfillment of all pending or contemplated projects..

9.2. Sections 1 through 4 listed in this solicitation will be evaluated on the following weighted factors. Contract(s) will be awarded to the two responsive/responsible bidder(s) with the highest total number of Factor Points. Weighted Factors to be considered in the evaluation are as follows.

<u>FACTOR:</u>	<u>POINTS:</u>
Section 1 – Carpet	30
Section 2 – Vinyl Composition Tile	30
Section 3 – Rubber Flooring	10
Section 4 – Miscellaneous	30

9.3 Factor Points will be awarded according to the following formula. The low bidder for each identified section line item will receive the maximum number of factor points available for that line item.

$Z = (Y \div N) \times P$, where: P = Maximum number of factor points to be awarded for that line item
N = Price bid by Bidder "N"
Y = Low bid for the line item
Z = Factor points awarded to Bidder "N"

EXAMPLE: If there are 3 bids for a Section Total and that particular item has 25 Factor Points

Bidder A Bids \$50.00, Score Bidder A as $(Z) = (30 \div 50) \times 25$ for 15.0 factor points
Bidder B Bids \$30.00, Score Bidder B as $(Z) = (30 \div 30) \times 25$ for 25.0 factor points
Bidder C Bids \$51.00, Score Bidder C as $(Z) = (30 \div 51) \times 25$ for 14.7 factor points

9.4 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

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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. 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, 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") 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, Task Order, and 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 will be issued for all additions or deletions.

13. CANCELLATION OF ORDERS:

13.1 Purchases made 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 not furnished within the period of time specified in 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

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award one or more separate contracts for the furnishing and installation of carpet, tile, or any other product or 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 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
- l. 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.

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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. A copy may also be downloaded at the following URL: <http://fcpsnet.fcps.edu/fs/forms/comptroller/ach.pdf>

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 and Purchase Orders issued hereunder
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).
- 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

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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 either the Primary or Secondary Contractor cannot meet the specified delivery requirement, the Owner may rescind the PO or NTP and: (i) reissue to the other Contractor hereunder; or (ii) procure such services 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 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, 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 therefore 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 must have a minimum of five years 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 of 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 relied upon for any purpose. No interpretation of the meaning of these documents will be made to any bidder orally.

INSTRUCTIONS TO BIDDERS

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. David, CPPB, VCO, Contract Administrator
Fairfax County Public Schools
Department of Facilities and Transportation Services
Office of Facilities Management
5025 Sideburn Road, Room 16
Fairfax, Virginia 22032
Telephone Number: (703) 764-2457
Email:Angela.David@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: <http://www.fcps.edu/fts/adminservices/solicitations.shtml>. 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 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).

INSTRUCTIONS TO BIDDERS

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 signatures of all persons shall be in longhand. 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. Accordingly, bids which are transmitted via US 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 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.

INSTRUCTIONS TO BIDDERS

- 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. Sections 1 through 4 listed in this solicitation will be evaluated based upon weighted factors set forth in Section 9 of the Special Provisions. Contracts will be awarded, if at all, to the two responsive/responsible bidder(s) with the highest total number of factor points. Weighted Factors to be considered in the evaluation are as listed in Special Provisions, Item 9. Bid Evaluation/Contract Award. The Owner reserves the right to award contracts to the Primary Contractor and the Secondary Contractor, as set forth in the Special Provisions.
- B. The Owner intends to award Primary and Secondary Contracts to the two responsible bidders who submit the two lowest responsive bids hereunder. The competency and responsibility of bidders will be considered in making the award.

Bids shall be made upon the Bid Form prepared and furnished by the Owner, a copy of which is bound 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 signatures of all persons shall be in longhand. The complete form shall be without erasures or alternations.

- 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. 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 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. 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, 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.
- 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

INSTRUCTIONS TO BIDDERS

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 I 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 with 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.
 - 7. The quality, availability and adaptability of the goods or services to the particular use required;

INSTRUCTIONS TO BIDDERS

8. When 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 G, 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;
 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; and
 - 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; 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:

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

INSTRUCTIONS TO BIDDERS

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.
- 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.

INSTRUCTIONS TO BIDDERS

- 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 indicated 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 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.

INSTRUCTIONS TO BIDDERS

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.

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 Contractor

Address

Date

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

PRICING SCHEDULE:

The Bidder agrees to furnish the labor and materials as specified herein and in compliance with the terms and conditions of this Invitation to Bid at the following Unit Prices. All unit prices shall include all necessary travel, labor, tools, equipment, materials, profit and overhead that may be needed to perform such services:

SECTION 1. CARPET

Item	Description	Unit of Measure	Unit Price(s)		
1.	Normal Carpet Removal and Disposal	per sq. yd.	\$		
2.	Machine Carpet Removal and Disposal	per sq. yd.	\$		
3.	Installing Carpet on Steps Labor Charge	per man hour	\$		
CARPET BROADLOOM 12'					
Item	Description	Unit of Measure	Unit Price(s)		
	Manufacturer - BRAND NAME ONLY		Dateline	Change In Attitude	Sync Up
4.	PHILADELPHIA w/ ECO WORX Backing	per sq. yd.	\$	\$	

BID FORM

CARPET BROADLOOM 12' (cont'd)					
Item	Description	Unit of Measure	Unit Price(s)		
	Manufacturer - BRAND NAME ONLY		Homeroom	Surface Reaction	
5.	PATCRAFT w ECO WORX Backing	per sq. yd.	\$	\$	
	Manufacturer - BRAND NAME ONLY		Constellation	Ground Works III	
6.	SHAW w/ ECO WORX Backing	per sq. yd.	\$	\$	
	Manufacturer - BRAND NAME ONLY		Faculty IV		
7.	LEES	per sq. yd.	\$		
CARPET TILES (Modular)					
Item	Description	Unit of Measure	Unit Price(s)		
	Manufacturer - BRAND NAME ONLY		Thinkers	Doers	Motivators
8.	PHILADELPHIA Mindset Collection 24" x 24"	per sq. yd.	\$	\$	\$
			Change In Attitude	Sync Up	
			\$	\$	
	Manufacturer - BRAND NAME ONLY		Homeroom	Surface Reaction	
9.	PATCRAFT w ECO WORX Backing 24" x 24"	per sq. yd.	\$	\$	
	Manufacturer - BRAND NAME ONLY		No Rules	Charisma	Constellation
10.	SHAW w/ ECO WORX Backing 24" x 24"	per sq. yd.	\$	\$	\$
			Color Play	Kenetic	
			\$	\$	
	Manufacturer - BRAND NAME ONLY		Bonjour II		Welcome II
11.	SHAW WALK-OFF CARPET 24" x 24"	per sq. yd.	\$	\$	

BID FORM

SECTION 2. VINYL COMPOSITION TILE			
Item	Description	Unit of Measure	Unit Price(s)
12.	Vinyl Composition Tile Removal and Disposal	sq. ft.	\$
13.	Vinyl Composition Tile Slip Resistant Armstrong 12" x 12" Safety Zone Excelon	sq. ft.	\$
14.	Vinyl Composition Tile ≤1000 sq. ft. Armstrong Standard Excelon	sq. ft.	\$
15.	Vinyl Composition Tile > 1000 sq. ft. Armstrong Standard Excelon	sq. ft.	\$
SECTION 3. RUBBER FLOORING			
Item	Description	Unit of Measure	Unit Price(s)
16.	Johnsonite 24"x24" < 100 sq. ft. Raised Round	sq. ft.	\$
17.	Johnsonite 24"x24" > 100 sq. ft. Raised Round	sq. ft.	\$
SECTION 4. MISCELLANEOUS			
Item	Description	Unit of Measure	Unit Price(s)
18.	Cove Base 4"	lin. ft.	\$
19.	Cove Base 6"	lin. ft.	\$
20.	Johnsonite Tile #RRS-XX-C Transition Strips	lin. ft.	\$
21.	Johnsonite Carpet #CTA-XX-D Transition Strips	lin. ft.	\$
22.	Johnsonite Stair Treads Raised Round (RH-RD) Installed	lin. ft.	\$
23.	Johnsonite Stair Treads Risers Installed	lin. ft.	\$
24.	Johnsonite Stair Tread Nosing 3" Installed	lin. ft.	\$
25.	Skim Coating	sq. ft.	\$
26.	Equipment and/or Furniture Moving	per hour	\$
27.	Labor Rate per Man-Hour for Items NOT specifically covered in these line items.	per hour	\$

BID FORM

2. Costs due to the Commonwealth of Virginia and County of Fairfax Sales and Use Taxes shall be included in all bids.
3. Contractor is cognizant of Conflict of Interest provisions in the Virginia Code and specified in General Conditions, Paragraph 2.
4. The Undersigned 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. The undersigned 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 \$5,000,000.00 (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 undersigned covenants and agrees that any and all products, parts and materials used in connection with work performed under this IFB and not specified on the Bid Form will be invoiced to the Owner based on Bidder's actual cost plus an aggregate, all-inclusive mark-up that will in no event exceed 10%. An itemized material listing will be included with each invoice, as applicable.
5. 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.
6. The undersigned 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.
7. 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 undersigned agrees that this Bid Form will remain open and binding during such period of time.
8. The undersigned bidder hereby 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 undersigned hereby 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.
9. Minority or small business firms 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.

10. The Owner reserves the right to accept or reject any proposed subcontractor or supplier.

BID FORM

11. 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)

12. 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 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

13. By signing this Bid, the undersigned bidder hereby confirms and certifies as follows:

(a) the undersigned 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 11 above.

(b) neither the undersigned Bidder nor any employee of the Bidder 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 undersigned Bidder nor any employee of the Bidder who will have direct contact with students has been convicted of a crime of moral turpitude; and

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

The undersigned 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.

Contractor

Address

Email Address

Telephone Number

Facsimile Number

Principal's Name (Signature)

Title

Principal's Name (Printed)

Virginia Contractors License No.

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 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

SURETY LETTER

(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 declare the Principal to be in default, the Surety will promptly, at the Obligees' 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' 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' 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' 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.

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

PAYMENT BOND

(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

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 the State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100, *et seq.*) and 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 connections with the work, or any other persons or organizations who may cause liability to be incurred by the Contractor or any Subcontractor in connection with the work. Such coverage shall include, but not be limited to, the following:

1. Claims arising under workers' compensation, disability benefit, or other related benefits programs.

GENERAL CONDITIONS

2. Claims resulting from bodily injury, occupational illness or death or any employees performing the work.
 3. Claims resulting from bodily injury, illness disease or deaths 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 employee, 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.
- B. During the term of the Contract, the Contractor shall, at its own expense, purchase and maintain the following insurance with companies properly licensed to do business in Virginia and satisfactory to Owner in all respects. The Owner shall be designated on each policy as "The County School Board of Fairfax County, Virginia" as an additional named insured except for workers' compensation where the correct certificate of insurance coverage shall be furnished:
1. Workers' Compensation including Occupational Disease and Employer's Liability Insurance.
 - a. Statutory: Amounts and coverage as required by District of Columbia, Maryland and Virginia Workmen's Compensation Law, including provision for voluntary D.C. benefits as required in labor union agreements, and including the "All States" endorsement.
 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
- C. Commercial General Liability Insurance: Contractor shall provide coverage written on ISO occurrence form CG 00 01 10 01 (or a substitute form providing equivalent coverage) to include the following:
1. Contractual liability as required by the indemnification provision of Paragraph 1.
 2. Personal injury liability, including offenses related to employment.
 3. Coverage of explosion, collapse, or underground hazards.
 4. Broad form property damage liability, including completed operations coverage.
 5. If insurance has been issued on a "claim made" basis, then comply with either of the following conditions.
 - a. Provide insurance of all required coverage for a period of two (2) years after final completion. Such coverage shall be subject to a retroactive

GENERAL CONDITIONS

- date that is not later than the commencement of performance under the Contract, or
- b. Provide insurance purchase of the extended reporting period endorsement for the policy or policies in force during the term of the Contract.
 - c. Limits of Commercial General Liability Insurance: Limits shall be the greater of requirements of the umbrella excess underwriter, or the following:
 - 1) \$1,000,000 bodily injury and property damage per occurrence;
 - 2) \$1,000,000 personal injury and advertising injury per person;
 - 3) \$1,000,000 aggregate products and completed operations; and
 - 4) \$2,000,000 general aggregate, per project.
 - d. Business Auto Liability Insurance: (includes owned, non-owned and hired vehicles.)
 - 1) Contractual liability coverage shall be included with respect to all auto rentals or lease agreements.
 - 2) Limits of coverage shall be the greater of the umbrella excess underwriter's requirement, or \$1,000,000 combined bodily injury and property damage per accident.
 - e. Umbrella Excess Liability Insurance: The lesser of \$5,000,000 or that amounts which, when added to requirements of B1, B2 and B3, total \$5,000,000. (For example, a \$4,000,000 umbrella in excess of the \$1,000,000 limits under the sections listed above, shall meet the limits requirements of this paragraph).
6. The limits of liability of the insurance described in B. (lib) may be superseded if the limits prescribed by law are greater.
7. Owner's Liability Insurance: The Owner may, at his 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.
8. Property Insurance: The Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurance value thereof. This insurance shall include the interests of the Owner, Subcontractors and sub-subcontractors in the Work, and shall insure against all risks of loss, except as excluded. Insurance shall include coverage for the following:
- a. Loss by explosion of boilers during testing (any exclusion applicable to such loss shall be waived).
 - b. Partial or complete occupancy by the Owner (any exclusion applicable to occupancy shall be removed).

GENERAL CONDITIONS

- c. Loss without coinsurance penalty (coinsurance or similar "insurance to value" requirements shall be eliminated).
 - d. Coverage of property in transit and unscheduled locations sufficient in limits to adequately cover maximum anticipated values at risk.
 - e. Coverage of Contractor's labor, overhead and profit.
 - 9. 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 so obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. 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.
 - 10. Notice of Cancellation: All of the aforesaid insurance policies must be endorsed to provide that the insurance company shall 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 set forth herein.
 - 11. Copies of Insurance Policies: Before commencing the Work, the Contractor shall provide the Owner with a copy of each policy, which the Contractor and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment.
 - 12. 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 or 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.
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 has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) absent prior Notice to the Owner, 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. 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

GENERAL CONDITIONS

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."

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,

GENERAL CONDITIONS

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 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 December 1, 2017 (or as soon thereafter as the Contract is actually awarded) and shall extend until November 30, 2018, 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 5 business days of verbal or written request.

GENERAL CONDITIONS

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. Contractor shall give forty-eight hours advance written notice to school authorities when work is to be performed.
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.
 - 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.

GENERAL CONDITIONS

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, 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.

GENERAL CONDITIONS

- 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 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

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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 of 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.

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 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.

GENERAL CONDITIONS

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 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.

GENERAL CONDITIONS

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.
- B. 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.
- C. "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.
- 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

GENERAL CONDITIONS

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 Transportation Services
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 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

GENERAL CONDITIONS

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.

END OF SECTION

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

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.

GENERAL REQUIREMENTS

- H. Smoke dust and any construction odors shall not 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) 764-2421 has designated John Russell 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

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK:

The successful bidder(s) shall provide all labor, carpeting, vinyl composition tile, and other material, transportation, and expertise necessary to install or replace carpet, tile, vinyl cove base, edge strips, and other accessories, as further described in these specifications. It should be noted that most of this contract work will be done during non-school hours, so the Contractor shall plan on most work being done evenings and weekends. During the school year, the Contractor be expected to perform work during the hours of 3:30 p.m. –10:00 p.m., Monday-Friday, and shall be expected to be able to perform work on weekends and holidays. For weekends and school holiday periods, the Contractor shall work with the Owner to develop specific project schedule.

2. PROCEDURES:

- A. Attached is a pricing schedule to submit unit prices for carpet/tile installation, carpet/tile removal, and accessories.
- B. Once the successful bidder(s) have been awarded the Contract, the Owner will designate location(s) and scope(s) of carpet/tile to be replaced or installed on a separate Purchase Order or Notice to Proceed letter.
- C. The Contractor shall then check, measure, and verify the exact scope of work needed at each location to accomplish the designated work, and furnish the Owner's representative a written proposal for the cost of work using the contract unit price(s) and the actual measurement of the work. Carpet/Tile shall be ordered and paid for by unit price based on the type and amount of carpet/tile to be obtained from the manufacturer, taking into account the cuts and fit necessary to cover the designated area. Carpet/tile to be removed and disposed of shall be paid for at the unit price by actual measurement of the existing carpet/tile in place before removal.
- D. Upon receipt and acceptance of the proposal, the Owner will issue a Purchase Order or Notice to Proceed letter for the work, at which time the Contractor will order the carpet/tile and indicate a tentative date when the work is to be done.
- E. When carpet/tile is available, the Contractor shall notify the appropriate Owner's representative and then, as agreed, coordinate with the school principal for the actual date and time the work can be scheduled. It should be noted that most of this contract work will be done during non-school hours, so the Contractor shall plan on most work being done evenings and weekends. This is at no additional cost to the Owner.

3. DESCRIPTION OF WORK:

- A. Extent of existing carpeting/tile to be removed and replaced includes removal, installation of new carpet/tile, and installation of accessories. New carpet/tile installation includes accessories but will require no removal. Scope of each location shall be as directed by the Owner and agreed to by the Contractor in his written proposal as covered in the above Item 2 – Procedures.
- B. Three (3) types of flooring are being specified: carpet, vinyl composition tile, and rubber flooring. This is to enable the Owner to order the appropriate flooring to meet the specific

TECHNICAL SPECIFICATIONS

need of most projects. In addition to the types of flooring specified, **the Owner may order off-scheduled flooring items for specific projects.** For these, the Contractor is expected to work with the manufacturer to insure proper installation of the product.

4. QUALITY ASSURANCE:

A. Manufacturer:

The manufacturer shall be a firm (carpet mill) with not less than three (3) years of production experience with carpet as specified in this section. Manufacturer's published product literature should clearly indicate compliance of products with requirements of this section.

B. Installer:

Installer shall be a firm with not less than five (5) years of carpeting experience installing carpet/tile of similar quality as specified in this section and shall have a sufficient number of installers to work at various locations simultaneously. Installer shall be approved and certified by carpet manufacturer for all brands the Contractor is bidding.

5. SUBMITTALS:

Prior to installation of any carpet/tile, the following shall be submitted for approval.

A. Product Data - Submit manufacturer's product data literature, and installation instructions for each type of carpeting/tile and installation accessory required. Include allowable temperature range and written documentation of product meeting product performance characteristics.

B. Test Reports and Certifications - Submit test reports for the following requirements.

1. Flammability.
2. Static Control.
3. Manufacturer's certification that carpet/tile furnished was manufactured in accordance with specification requirements. Statement to include the trade name and manufacturer of the face yarn and type of secondary backing, attached to the statement shall be the tuft bind guarantee.
4. Certification of carpet adhesives non-toxicity (see paragraph 4 below).

C. Samples:

1. Submit three (3) samples of each carpet type required with the proper backing at least 18" X 27" and two (2) 6" lengths each of exposed edge stripping and vinyl wall base.
2. Submit six- (6) manufacturer's standard samples indicating full color and pattern range of carpet, labeled to show name, carpet type, and color.
3. Submit edge strip samples and wall base samples for dimension and color selection.

TECHNICAL SPECIFICATIONS

D. Adhesive Data:

Submit data to indicate adhesive meets manufacturer's recommendations, supply spread rate and tile notch for each glue recommended. Provide certification of non-toxicity, as tested under the Federal Hazardous Substance Act, for floor covering adhesives and Material Safety Data Sheets.

E. Seaming Diagrams:

Submit drawings with each proposal showing carpet layout and seaming diagrams, clearly indicating carpet direction and types of edge strips for each separate location as designated by the Owner.

F. Maintenance and Cleaning Instructions:

Submit three (3) copies of maintenance & cleaning instructions for each brand of carpet as supplied by the carpet manufacturer.

6. PRODUCT DELIVERY:

Deliver carpeting materials to job site in original factory wrappings and containers clearly labeled with manufacturer's name, brand name, size, quality or grade, fire hazard classification, and lot number. Store materials inside, protected from damage, weather, moisture, and soiling.

7. JOB CONDITIONS:

Areas in which carpeting is to be installed shall be maintained at a temperature above 60°F before and after installation.

8. WARRANTY:

Provide a minimum ten (10) year full unconditional warranty, signed by the installing Contractor and the manufacturer (carpet mill) against wear, failure of static protection, delamination of secondary backing or edge ravel, and tuft bind pull as follows:

- A. Wear - Guarantee that the carpet will lose no more than 10% by weight of pile face fiber during the ten (10) year period commencing at the time of acceptance of the installed carpet.
- B. Static Protection - Guarantee that the carpet will give protection from static discharges in excess of 3.5 KV when tested under AATCC-134 at 70°F and 20% relative humidity.
- C. Backing Lamination - Guarantee that the secondary backing of the carpet will not delaminate during the ten (10) year period.
- D. Provide a ten- (10) year guarantee against edge ravel. Seams to be guaranteed by carpet manufacturer.
- E. Provide ten- (10) year guarantee to have minimum average tuft bind pull of 20 lbs., wet or dry when tested under ASTM D1355.
- F. Exclusions: Disfigurement or damage caused by the Owner when that damage does not arise out of a defect in the carpet is excluded.

TECHNICAL SPECIFICATIONS

G. Provide a two- (2) year installation guarantee.

9. PRODUCTS:

A. Carpet:

All carpet shall meet the following performance requirements:

1. Flammability:

- a. DOC FF 1-70. Carpet as tested under ASTM D-2859 must pass the pill test.
- b. Flooring Radiant Panel Test. Carpet must meet NFiPA class I when tested under ASTM E648 glue down and have a minimum critical radiant flux of .45 watts per square centimeter.
- c. NBS Smoke Chamber NFiPA 258. Carpet, when tested, must possess a developed or specific optical density of 450 or less (flaming).

B. Color Selection:

Color selections will be limited to a selection pre-approved by the Office of Facilities Management. The successful bidder shall furnish five (5) copies of the sampler color kit with the pre-approved selections.

C. Vinyl Composition Tile:

1. Vinyl Composition Tile: FS SS-T-312, Type IV: 12" X 12", 1/8" Gauge, unless otherwise indicated and as follows:

- a. Quality: Vinyl Composition Tile shall be as manufactured by Armstrong or an approved equal.
- b. Approved Vinyl Composition Tile Manufacturer's List:
 - 1) Armstrong
- c. Color samples for each color will be submitted to the Owner's representative for consultation with the school and then approval. Color selection will be provided to the Contractor by the Owner in writing.

D. Accessories:

1. Installation Adhesive for direct glue-down carpets:

Provide carpet manufacturer's privately labeled "premium" (highest grade) adhesive, with antimicrobial protection for both "wet state" and "dry state" protection. Adhesive shall be solvent free.

- a. Total solids shall not exceed 60%.
- b. Filler material shall not exceed 35%.

TECHNICAL SPECIFICATIONS

- c. Flammability requirements shall be the same as for installed carpet.
 2. Seaming cement:

Hot-melt seaming adhesive or similar product with private label by carpet manufacturer, for taping seams and butt cut edges at backing to form secure seams and prevent pile loss at seams.
 3. Leveling Compound:

Two- (2) component mineral filled polyamide type epoxy compound trowel applied - "Ardex" or approved equal.
 4. Edge Strips:

Heavy-duty vinyl or rubber carpet edge guard of appropriate size and profile, minimum width of 2" anchorage flange. Color as selected.
 5. Wall Base:

Provide vinyl base complying with Fed Spec SS-W-40, Type II, 4" height, thickness .080" gauge min., standard cove style, with high gloss finish.
 6. Miscellaneous Materials:

Seaming tape, thread, nails, adhesives, edge strips, and other accessory items recommended or approved in writing by carpet manufacturer for the condition of installation and use.
10. EXECUTION:
 - A. Carpet Removal and Floor Preparation:
 1. All existing carpet in the designated areas shall be removed by the Contractor. The old carpet shall be removed from the school/location and properly disposed of off-site by the Contractor.
 2. The floor shall be cleaned, swept, minor cracks and depressions patched, and leveled using an approved underlayment product acceptable to the carpet manufacturer. If carpet is being placed over floor tile, and random floor tile have come up with the old carpet, the missing floor tiles shall be replaced by the Contractor with tile of equal dimensions or by using Ardex. Minor patching shall be considered coincidental to the contract and at no cost to the Owner.
 3. Concrete sub-floor must be sealed using a latex underlayment liquid if required by the carpet manufacturer's installment instructions.
 4. Carpet shall not be installed on surfaces that are unsuitable and will prevent a proper installation. Defects that are not correctable by procedures as described above shall be brought to the Owner's attention. Do not start work until all unsatisfactory conditions are corrected.
 5. Should the Contractor encounter loose asbestos tile in areas to receive carpet,

TECHNICAL SPECIFICATIONS

work shall be stopped immediately and the Owner's representative notified. Work shall not proceed until conditions have been assessed by the Owner with the Contractor.

6. When removing carpet that is over loose non-friable asbestos tile, the Contractor shall have a company official on-site that is certified in supervising the intact removal of asbestos flooring materials.
7. Should the Contractor when removing old carpet encounter loose non-friable asbestos tile and agree to remove same the Owner requires all Contractor employees to have completed a minimum 8 hour OSHA training session in the removal of intact flooring materials. When such an occasion should present itself, the Contractor shall be responsible for providing to the Owner upon request a non-hazardous waste manifest.

B. Installation:

1. Measure each space to receive carpeting as a basis for supplying, cutting and seaming the carpet. Do not scale drawings or calculate sizes from any dimensions shown.
2. Provide ventilation of area during laying of carpet /tile and for a minimum of 24 hours after if glue down method is used.
3. Install carpet only within allowable temperature range stated by the manufacturer.
4. For all types of carpet, comply with manufacturer's recommendations for installation, seam locations, and direction of carpet; maintain uniformity of carpet direction and lay of pile. Follow seaming diagram as submitted and approved. At doors, center seams under doors, do not place seams in traffic direction at doorway.
5. Extend carpet under open-bottom obstructions and under removable flanges and furnishings, and into alcoves and closets of each space.
6. Provide cutouts where required, and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.
7. Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.
8. Expansion joints - Do not bridge building expansion joints with continuous carpeting; provide for movement.
9. Install carpet by glue-down method unless stated otherwise.
 - a. Fit sections of carpet into each space prior to application of adhesive. Trim edges and butt cuts with seaming cement in compliance with manufacturer's instructions.
 - b. Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Ensure adequate ventilation during application of

TECHNICAL SPECIFICATIONS

adhesives. Butt carpet edges tightly together to form seams without gaps. Roll entire carpet area to eliminate air pockets and ensure uniform bond. Remove any adhesive promptly from face of carpet by method, which will not damage carpet face.

10. Carpet installer shall remove and dispose of existing vinyl wall base and edge strips and replace it with new material of similar dimension upon completion of the carpet installation.

C. Installation of Tile:

1. Installer shall have five (5) years of experience in laying tile.
2. Install vinyl composition tile to the extent and limits as per the drawings. Install flooring using method indicated in strict compliance with manufacturer's printed instructions. Extend flooring into toe spaces, door reveals, and into closets and similar openings. Maintain temperature in areas to receive tile between 70 degrees and 90 degrees for not less than 24 hours and continuously thereafter.
3. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at the opposite edges of room are of equal width. Adjust as necessary to avoid use of cut widths less than ½ tile at room perimeters. Lay tile square to room axis, unless otherwise shown.
4. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packages if so numbered. Tile to be laid in alternating pattern unless otherwise stated and agreed upon by Owner prior to start of work. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.
5. Adhesive to be that recommended by the tile manufacturer. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions. Adhesive application shall be in strict accordance with the manufacturer's instructions, including trowel size and adhesive quantity.

D. Installation of Accessories:

1. Wall Base: Provide base complying with FS SS-W-40; either Type I rubber or Type II vinyl and as follows:
 - a. Height: 4"
 - b. Thickness: 1/8" gauge.
2. Apply wall base to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed corner units or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.
3. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.

TECHNICAL SPECIFICATIONS

4. Place heavy-duty resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed. Edge strip to have a minimum 1.5" anchor flange and 1.5" cap.
 5. Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions. Provide manufacturer's safety data sheets (MSDS).
- E. Installation of Off-Scheduled Flooring Items:
1. The Contractor shall install off-schedule flooring product at the pre-approved hourly labor rate stated in the Bid.
- F. Furniture Moving:
1. The Owner will be responsible for having furniture cleared from the areas to receive carpet/tile under normal conditions.
 2. The Contractor is responsible for any incidental furniture moving where a minor number of items need relocating from one side of the work area to the other during the progress of the work.
 3. In extreme conditions Owner may request the Contractor to clear areas to receive carpet/tile at the pre-approved hourly rate stated in the Bid.
- G. Cleaning:
1. Remove and dispose of debris and unusable scraps. After installation vacuum carpet using commercial machine with face-beater element. Remove spots and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors.
 2. Usable scraps of carpet shall remain at the location of carpet placement. Usable scraps are defined to include rolled ends of less than 9'0" length, and pieces of more than three (3) square feet area and more than 8" wide. Smaller pieces must be disposed of by the Contractor.
- H. Defective Work:
- Any carpeting/tile/accessories that are rejected because of either defective material or workmanship shall be removed from the school and replaced with new materials in perfect condition.

END OF SECTION

SECTION 09662

RESILIENT TILE FLOORING, BASE AND ACCESSORIES (VCT)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General Conditions of Contract, including Division 1 Specification Sections, apply to the Work of this Section.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. VCT: Meet or exceed standards of ASTM F1066 Class 2 “through” pattern.
- B. Flammability: 1.0 critical radiant flux or higher when tested in accordance with ASTM E648, Flooring Radiant Panel Test.
- C. Smoke Density: Less than 450 when tested in accordance with ASTM E662 Smoke Chamber Test.
- D. Standard method for the testing and evaluation for emission of VOCs of concern with respect to chronic inhalation exposures of adhesives to comply with the specifications of the current version of the California Department of Public Health’s (CDPH).
- E. SCAQMD Rule 1168- Adhesive shall meet the VOC content requirements of South Coast Air Quality Management District and tested and third party certified (FloorScore) to comply with the CDPH standard.

1.03 WORK INCLUDED

- A. All resilient base, including base installed at cabinet bases, shall be part of the work of this Section. All VCT floor tile and all rubber studded flooring and treads.
- B. Flash patching and skim coating of underlayments.

1.04 WORK EXCLUDED

- A. Floor leveling is covered under Section 03650. – NOT APPLICABLE

1.05 QUALITY ASSURANCE

- A. Installer shall provide evidence of a minimum of five (5) years successful experience in installation of resilient flooring and base.or installer shall be a certified installer by the manufacturer

1.06 SUBMITTALS

- A. Samples: Provide samples of each type of flooring material and accessory in manufacturer’s range of colors and patterns for each grade indicated.

TECHNICAL SPECIFICATIONS

- B. Manufacturer's Literature: Include descriptive information, installation, maintenance and cleaning instructions for each type of material specified in this Section.
- C. Primer and Adhesive: Provide specifications data and MSDS information for the type and brand that shall be used for installation, and which is recommended by floor covering manufacturer for the specific application.
- D. Provide data that the products meet or exceed the VOC content requirements of South Coast Air Quality Management District (SCAQMD) Rule 1168, Adhesive and Sealant Applications or current version.

1.07 ENVIRONMENTAL CONDITIONS

- A. Maintain minimum 65°F and a maximum of 100 F temperature in the work area for at least 48 hours prior to, during, and after installation.
- B. Areas to receive resilient flooring shall be clean, fully enclosed, weather tight with permanent HVAC in operation.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver flooring, adhesives and other accessories in original unopened packaging with identification labels intact, and store in a secure, dry location. Protect adhesive from freezing temperatures. Materials shall be allowed to reach and maintain the same temperature as the work area at least 48 hours prior to installation.

1.09 WARRANTY

- A. Provide a minimum five (5) year full unconditional warranty, starting on effective date of warranty of commencement. The manufacturer shall warrant the floor will be free from manufacturing defects and will not:
 - 1. Permanently indent
 - 2. Rip, tear or gauge
 - 3. Permanently stain from normal household stain.
 - 4. Yellow from exposure to rubber backed mats.
 - 5. Permanently discolor from mold or mildew growth in the vinyl when installed directly over a concrete subfloor.
 - 6. Permanently scuff from shoe soles.
 - 7. Wear through the wearlayer so that the printed pattern or design of the floor is altered.

TECHNICAL SPECIFICATIONS

PART 2 - PRODUCTS

2.01 STANDARD VINYL COMPOSITION TILE - VCT

- A. VCT shall be 12"x12"x.125" (1/8") thick uniform in size; with edges cut accurately and square.
 - 1. Colors and patterns shall be selected from the manufacturer's color palette for Standard VCT.
 - 2. Refer to Drawings for special flooring features such as borders, accent designs and/or tile patterns.
- B. Approved Manufacturers:
 - 1. Armstrong (Basis of Specification)
 - a. Standard Excelon "Imperial Texture, MultiColor or Rave"
- C. Locations: Provide the manufacturer's Standard Grade for VCT at all locations.

2.02 RUBBER STUDED FLOORING AND TREADS

- A. Locations
 - 1. All ramps.
 - 2. Stair landings, treads, and nosings.
- B. Round stud, low profile; tile size 36" x 36", .130" - .156" thick, stud height .025" - .031".
- C. Acceptable manufacturer/product:
 - 1. Johnsonite

2.03 BASE MATERIALS

- A. General:
 - 1. Uniform in thickness
 - 2. Base material shall be supplied in rolls.
- B. Standard rubber base:
 - 1. ASTM F 1861, Type TP – Thermoplastic, Group 1 – Solid, Style B Cove
 - 2. 4-inch high; coved style for resilient flooring and carpet
 - 3. Color shall be as selected by the Architect from manufacturer's standard colors
- C. Basis of Specification: Armstrong World Industries, Inc.

TECHNICAL SPECIFICATIONS

2.04 FLOORING ACCESSORIES

- A. Provide at junctions of flooring materials of differing thickness in order to provide a smooth transition. Refer to drawings in order to identify flooring junctions.
 - 1. Include reducers/transition joinery at carpet and VCT junctions.
- B. Acceptable Manufacturer
 - 1. Johnsonite

2.05 APPLICATION MATERIALS

- A. General: Provide type and brands of adhesives as indicated below for the covering materials, substrate conditions and times of installations:
 - 1. VCT Adhesive:
 - a. For work adjacent to occupied areas during school operating hours:
 - 1) Henry, L.P., "530 TilePro" No Solvent, "Fast Track" Adhesive (water-based, acrylic). Suitable for use over existing cutback adhesives.
 - 2) Armstrong S-515 Clear Thin Spread VCT Adhesive. VOC content 0 g/l calculated & reported SCAQMD 1168.
 - 3) Resilient Tile Manufacturer's privately labeled, solvent free adhesive, suitable for installation over existing substrates and existing cutback adhesive.
 - b. For work in unoccupied areas after school operating hours:
 - 1) Resilient Tile Manufacturer's privately labeled asphalt cutback adhesive.
 - 2. Wall Base Adhesives:
 - a. Henry, L.P., "595" Cove Base Adhesive. Zero VOC content; water based, rubber resin.
 - b. Armstrong S-725 Wall Base Adhesive. Low VOC content; water based, rubber resin.
- B. Primer: Type and brand recommended by floor covering manufacturer.
- C. Leveling and Patching Compounds for Floors:
 - 1. Finishing Underlayment: ARDEX L.P., "SD-F Feather Finish" Cement-Based Finishing Underlayment.
 - 2. Patching Compound: ARDEX L.P., "SD-P Instant Patch" Concrete Underlayment Patch.

TECHNICAL SPECIFICATIONS

3. Finishing Underlayment and Patching Compound: Armstrong S-194 Patch, Underlayment and Embossing Leveler / S-195 Underlayment Additive.

PART 3 - EXECUTION

3.01 INSPECTION OF SURFACES

- A. Examine substrate for evidence of excessive moisture content, residues, contaminants, and unevenness that would prevent execution and quality of resilient flooring assembly as specified.
- B. Verify that new concrete substrates have been cured for at least 30 days. Verify that no chemical curing compounds have been used or are present on surface of substrates.
- C. Notify Owner of any adverse conditions encountered during examination of substrate. Do not proceed with installation of resilient flooring until defects have been corrected except where correction is indicated under PREPARATION in this Section.

3.02 PREPARATION

- A. Comply with the flooring manufacturer's written recommendations for existing and new substrate preparation as applicable.
- B. Remove dirt, oil, grease, or other foreign matter from surfaces to receive floor-covering materials.
- C. Broom clean or vacuum surfaces to be covered.
- D. Remove substrate ridges and bumps.
- E. Use finishing underlayment to fill small cracks and depressions in substrate including uneven existing glue residue that may telegraph through the new tile flooring. Assume finishing underlayment is required at 100 percent of all existing floor areas where new vinyl composition is scheduled. Provide at all locations where uneven existing floor slab conditions are not satisfactory for the application of the scheduled new floor finish. Apply finish underlayment in accordance with manufacturers written instructions.

3.03 APPLICATION OF ADHESIVES

- A. Mix and apply adhesives in accordance with manufacturer's instructions.
- B. Provide safety precautions during mixing and applications as recommended by adhesive manufacturer.
- C. Apply uniformly over surfaces.
 1. Cover only that amount of area that can be covered by flooring material within the recommended working time of the adhesive.
 2. Remove any adhesive that dries or films over.
 3. Do not soil walls, bases or adjacent areas with adhesives.

TECHNICAL SPECIFICATIONS

4. Promptly remove any spillage.
- D. Apply adhesives with notched trowel or other suitable tool recommended by adhesive manufacturer.
- 3.04 INSTALLATION OF VCT
- A. Comply with the flooring manufacturer's written installation instructions. Roll tile with a 100 lb. roller if recommended by the flooring manufacturer.
 - B. Mix tiles from cartons to minimize shade variations.
 - C. Lay tile beginning from center of room or space; work toward perimeter.
 - D. Do not lay tile less than 1/2 the width of a field tile except where accepted by Architect or irregularly shaped rooms or spaces.
 - E. Cut border tile neatly and accurately to fit within 1/64 inch of abutting surfaces.
 - F. Fit flooring material neatly and tightly into breaks and recesses, against bases, around pipes and penetrations, under saddles or thresholds, and around permanent cabinets and equipment.
 - G. Lay tile parallel to room axis in straight courses with cross-joints perpendicular.
 - H. Install reducers/transition joinery at flooring terminations and junctions.
 - I. Tiles should not be exposed to rolling load traffic for at least 72 hours after installation to allow setting and drying of the adhesives.
- 3.05 INSTALLATION OF BASE
- A. General:
 1. Install base around perimeter of room and columns.
 2. Unroll material and cut into accurate lengths as desired or as required for minimum number of joints.
 3. Match edges at all seams or double cut adjoining lengths.
 4. Install with tight butt joints with no joint widths greater than 1/64 inch.
 - B. Topset base:
 1. Apply adhesive and firmly adhere to surfaces, utilizing hand roller.
 2. Press down so that bottom cove edge follows floor.
 3. Form internal and external corners by using premolded corners.
 4. Scribe material accurately to abutting materials.

TECHNICAL SPECIFICATIONS

3.06 FINISHING, CLEANING AND PROTECTION

- A. Upon completion of the installation of floor covering, adjacent work, and after materials have set, sweep or vacuum thoroughly to remove all loose dust and dirt. Damp mop the floor with a neutral cleaner as recommended by the manufacturer for the type of floor covering material installed. Do not wet wash, scrub, or strip the floors prior to setting of adhesive (consult manufacturer's literature for setting time and maintenance recommendations).
- B. Apply two coats of high-quality commercial floor polish. The use of a high quality stain-resistant sealer beneath the polish should be considered in areas of high traffic, high soil load and areas where staining potential is high.
- C. Protect completed work from traffic and damage until acceptance by the Owner.
- D. Remove all debris and excess material from the project site.

END OF SECTION

SECTION 09680

MODULAR AND BROADLOOM CARPET

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, (including General and Supplementary Conditions and Division 1 Sections) apply to the Work in this Section only.

1.02 RELATED WORK

- A. Wall base: Section 09660 - Resilient Tile Flooring and Base. – NOT APPLICABLE
- B. Section 03650 - Cement-Based Floor Underlayment – NOT APPLICABLE

1.03 QUALITY ASSURANCE

- A. Installer qualifications: Installer shall be certified by the carpet manufacturer as an approved installer.
- B. Installer shall have a minimum of five (5) years successful experience in carpet installation.

1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Flame spread rate shall not exceed 25 and smoke density factor shall not exceed 150 when tested under the ASTM E 84 Steiner Tunnel Test.
- B. Critical radiant flux value shall not be lower than .45 watts per square centimeter when tested under the ASTM E 648 Flooring Radiant Panel Test.
- C. Smoke development shall not exceed 450 when tested under the NBS Smoke Chamber Test.
- D. Standard method for the testing and evaluation for emission of VOCs of concern with respect to chronic inhalation exposures of adhesives to comply with the specifications of the current version of the California Department of Public Health's (CDPH)
- E. SCAQMD Rule 1168 – Adhesive shall meet the VOC content requirements of South Coast Air Quality Management District and tested and third party certified (FloorScore®) to comply with the CDPH standard.

1.05 MANUFACTURERS REPRESENTATIVE

- A. When requested, the carpet manufacturer shall send a qualified technical representative to the site to advise the installer of proper procedures.

TECHNICAL SPECIFICATIONS

1.06 SUBMITTALS

- A. Samples: Review will be for color and textures only.
 - 1. Modular and Broadloom Carpet: 24" x 24" samples of each type, color, and pattern to be used on the project. Each piece shall be labeled to show manufacturers' name, carpet, type, and color.
 - 2. Edge Strips: Two pieces 6" long.
- B. Manufacturer's Literature: Installation instructions, including the allowable temperature and humidity range of work area.
- C. Maintenance and cleaning instructions, including solvents required for spot treating of carpet during installation.
- D. Manufacturer's ten (10) year guarantee with evidence of all provisions as outlined in 1.09.
- E. Manufacturer's privately labeled primer, adhesive and seam sealer; include product data for each.
- F. Patching and leveling compound: As recommended by carpet manufacturer; provide product data and evidence of approval.
- G. Seaming Diagrams
- H. Provide data (ANSI-NSF 140 Gold)-Platinum certified that have low emission of VOCs as approved by CHPS.
- I. Provide CRI Green Label plus certification for carpet and adhesive.

1.07 TEST REPORTS AND CERTIFICATIONS

- A. Fire hazard classification:
 - 1. Passes DOC-FF-1-70 Pill Test (ASTM D-2589)
 - 2. Meets NFPA Class 1 when tested under ASTM E-648 (glue down)
 - 3. Flaming mode: NFPA 258-450 or less (ASTM E 662)
- B. Static Control
- C. Provide manufacturer's certification that the rolls furnished for this project were manufactured in accordance with specification requirements. Statement shall include the trade name and manufacturer of the face yarn and type of secondary backing; attached to the statement shall be the tuft bind guarantee.
- D. Provide certification of non-toxicity, as tested under the Federal Hazardous Substance Act, for floor covering adhesives.

TECHNICAL SPECIFICATIONS

- E. Provide evidence of CRI "Green Label" certification for carpet, indicating testing and compliance with the Indoor Air Quality (IAQ) Carpet Testing Program.

1.08 MAINTENANCE MATERIAL

- A. Attic Stock: Furnish to Owner 12 square yards overage of each color of carpet for future repairs. Do not include excess adhesives or seaming cements as attic stock.

1.09 WARRANTIES

- A. Provide a minimum ten (10) year, full unconditional warranty, starting on effective date of warranty commencement, against wear, failure of static protection, and delamination of secondary backing and edge ravel as follows:
 - 1. Wear: The carpet shall lose no more than 10% by weight of pile face fiber during the 10 year period.
 - 2. Static Protection: The carpet shall give protection from static discharges in excess of 3.0 kV when tested under the Standard Shuffle Test Method (at 70° and 20% RH) during the ten (10) year period.
 - 3. Backing Lamination: The secondary backing of the carpet shall not delaminate during the ten (10) year period.
 - 4. Tuft Bind: The carpet shall have an average tuft bind of 20 pounds for the ten (10) year period.
 - 5. Edge ravel/zippering warranty: No edge ravel during the warranty period.
 - 6. Minimum 10 year warranty on dimensional stability
- B. Two (2) year Installation Guarantee: During guarantee period and within 15 days of written notice, restretch carpet, repair seams and edges.
- C. Antimicrobial protection for the life of the carpet, tested in accordance with AATCC 174.

PART 2 - PRODUCTS

2.01 ADHESIVE/SEAMING CEMENT

- A. Modular Floor adhesive: Carpet Manufacturer's privately labeled, "premium" (highest grade) solvent free adhesive with both "wet state" and "dry state" antimicrobial protection. Filler materials shall not exceed 35%; total solids shall not exceed 65%. Adhesive shall comply with flame spread rating required for the carpet installation. Follow the manufacturers written installation instructions.
 - 1. Mohawk Group: EnPress Pressure Sensitive Adhesive.
 - 2. Patcraft Carpet: 3500D or 3600D EPBL carpet adhesive
 - 3. J+J/Invision: eKoTac® Modular Adhesive. The spread rate for eKoTac modular adhesive is approximately 120 sq. yds. per four gallon bucket and can be spread

TECHNICAL SPECIFICATIONS

using a 1/16" x 1/32" x 1/32" U notched trowel. Allow to dry until transparent or adhesive does not transfer to finger when touched. Drying time will vary with temperature, humidity and air velocity, however carpet modules must be installed within two hours after adhesive has dried.

- B. Broadloom Floor adhesive:
 - 1. Mohawk Group: NuBroadlock Premium Multi Purpose Adhesive
 - 2. Patcraft Carpet: G 100P Ultra Premium Adhesive
 - 3. J & J Commercial: "Commercialon 600" carpet adhesive
 - 4. Henry, L. P. "Greenline GL62" High Performance Carpet Adhesive
- C. Seaming Cement:
 - 1. Hot melt seaming adhesive or similar product privately labeled by carpet manufacturer.
 - 2. Henry, L.P. "248 Seam Pro" Carpet Seam Adhesive"
- D. All adhesive and seaming cement shall be delivered to the site in unopened, original containers, shall be clearly labeled, and shall be the submitted and approved material.

2.02 MISCELLANEOUS MATERIALS

- A. Seaming tape, thread, nails, adhesives, edge strips and other accessory items recommended and approved in writing by the carpet manufacturer for the condition of installation and use.

2.03 PILE YARN

- A. Yarn shall be spun in the manner recommended by the yarn manufacturer and carpet manufacturer as required to achieve the texture of pattern indicated.

2.04 INSTALLATION MATERIALS

- A. Vinyl edge strips: Extruded or molded heavy duty vinyl or rubber edge guards with 2" wide minimum flange. Color selected from standard colors.
- B. Miscellaneous accessories: Provide heavy duty vinyl or rubber reducing strips, tile and carpet joiners, and nosings as indicated by drawings and to meet project requirements.

2.05 SKIM COATING AND PATCHING COMPOUND

- A. Subject to carpet manufacturer's approval, provide one of the following:
 - 1. Cement-based finishing underlayment: ARDEX L.P., "SD-F Feather Finish," Cement-Based Finishing Underlayment.
 - 2. ARDEX L.P., "SD-P Instant Patch" Concrete Underlayment Patch.

TECHNICAL SPECIFICATIONS

3. Carpet Manufacturer's approved patching compound.

PART 3 - EXECUTION

3.01 INSPECTION OF FLOOR SURFACE

- A. Examine and verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are dry enough and ready for flooring installation by testing for moisture emission rate and alkalinity in accordance with ASTM F 710; obtain instructions if test results are not within limits recommended by carpet manufacturer and adhesive materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.
- F. Notify Owner's Representative and Architect of any adverse conditions discovered during inspection.

3.02 ENVIRONMENTAL REQUIREMENTS AND CONDITION OF SURFACES

- A. Do not start work until unsatisfactory conditions are corrected.
- B. Verify that new concrete substrates have been properly cured for at least 30 days. Verify that no chemical curing compounds have been used or are present on the surface of the substrate.
- C. Install carpeting prior to installation of movable partitions, fixtures, and telephone and electrical trim plates for floor outlets.
- D. Do not install carpet until "wet" work such as masonry and plastering is completed.
- E. Do not begin Work until rooms or spaces designated to receive carpet have been stabilized for temperature and humidity, and the heating and air conditioning systems are fully functional. Install carpet only within allowable temperature range stated by manufacturer.

3.03 PREPARATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. **SURFACE PREPARATION:** Dust, dirt, debris and non-compatible adhesive must be removed before the installation begins. Surfaces must be smooth and level with all holes and cracks filled with Portland cement-based patch reinforced with polymers. Vacuum substrate immediately prior to carpet installation.

TECHNICAL SPECIFICATIONS

- C. Non-adhesive backed carpet shall be completely cemented in place, in accordance with the recommendations of manufacturer.
- D. Wall base shall be installed AFTER completion of the carpet installation.
- E. Areas where carpeting is to be installed may be currently occupied by students or school staff. Installation shall be scheduled and coordinated with Owner and school staff to minimize disruption of normal school activities.

3.04 INSTALLATION

- A. Install Carpet in strict accordance with the finish drawings, manufacturer's instructions, and CRI 104 Carpet Installation Standard. Comply with the carpet manufacturer's instructions and recommendations for adhesive installation. Install carpet in accordance with approved seaming diagram.
 - 1. Comply with manufacturer's written recommendations for proper setting time of adhesive.
- B. Carpet:
 - 1. Maintain direction of pattern and texture, including lay of pile. Fit sections of carpet into space prior to applying adhesive.
 - 2. Extend carpet under open-bottomed and raised bottom obstructions, and under removable flanges of obstructions. Extend carpet under all movable furniture and equipment. Fit carpet neatly into breaks and recesses, against bases, around pipes and penetrations, under saddles and thresholds, and around permanent cabinets and equipment unless otherwise indicated on the Drawings.
 - 3. Provide cutouts as necessary for removable access devices in the substrate. Bind edges as neatly as possible and secure both sides of cuts to the substrate.
 - 4. Install carpet edge strip at every location where edge of carpet is exposed to traffic.
 - 5. Butt carpet edges tightly together to form seams without gaps.
- C. Seaming:
 - 1. Seam Layout
 - a. Seams shall run the length of the carpet roll.
 - b. Locate seams so that traffic patterns run with the seam, not across.
 - c. Carpet in all rooms 12' and under shall be installed in one piece.
 - 2. Ensure that carpet patterns are compatible at seams.
 - 3. Carefully and accurately trim seams.
 - 4. Coat trimmed edges with seam adhesive.

TECHNICAL SPECIFICATIONS

- D. Adhesive:
 - 1. Ensure adequate ventilation during application of adhesive, in accordance with Manufacturers handling precautions.
 - 2. Apply adhesives in accordance with Manufacturer's instructions.
 - 3. Apply adhesive uniformly.
 - 4. Cover only that amount of area that can be covered by carpet with the recommended working time of adhesive.
 - 2. Do not soil walls, bases, or adjacent areas with adhesives.
 - 6. Promptly remove spillage.
 - 7. Apply adhesives with notched trowel. Use only the proper trowel size recommended in writing by manufacturer of the adhesive.
 - 8. Clean trowel and rework patches to assure an even application.
- E. Broom or roll carpet to remove air bubbles and insure bond.
- F. Install edge strips, moldings, binder bars, and carpet grippers following manufacturer's written instructions.
- G. Carpet shall not be removed and reinstalled if disapproved for either poor workmanship or improper or defective materials. New materials and required labor shall be supplied by the Contractor at no additional cost to the Owner.

3.05 CLEANING

- A. Installed carpet shall be free of all spots, smears, and stains. All seam and floor cement shall be removed at once with solvent furnished by the carpet manufacturer and approved for use.
- B. All rubbish, paper, and salvages shall be removed from the job site. Do not leave excess seaming cement or carpet adhesive on the job site.
- C. Upon completion, vacuum with a commercial beater bar type vacuum cleaner.
- D. After each area of carpet has been installed, protect from soiling and damage in accordance with Manufacturers recommendations.

3.06 MAINTENANCE

- A. Carpet manufacturer's representative shall schedule an on-site training session in order to instruct school staff in the proper methods and procedures for cleaning and maintenance.

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

