

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

**SUBMISSIONS WILL ONLY BE ACCEPTED
ELECTRONICALLY VIA THE BONFIRE PORTAL**

<https://fairfaxcounty.bonfirehub.com>

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating bids. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting bids via the Bonfire portal is **mandatory**. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this IFB. Reference section titled "ELECTRONIC SUBMISSION OF BIDS" in the Special Provisions, for additional information.

Fairfax County strongly encourages bidders to submit bids well in advance of the bid submission deadline. A bid submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its Bid.

The County uses eVA - Virginia's online, electronic procurement system, to publicly announce notice of all contract awards in excess of \$200,000. In order to announce county contract awards, registration with eVA is necessary. In anticipation of receiving an award, vendors should register by clicking the *Register Now* link on the eVA website homepage (www.eVA.virginia.gov).

SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) with a qualified contractor(s) for Asphalt Paving Services to include, but not limited to, Site Work, Surface Treatment, and Asphalt Sealing/Crack Filling. Paving services shall be performed on parking lots, roadways, walkways, playgrounds, bike paths, driveways, tennis/basketball courts, pedestrian walkways, sidewalks, and other surfaces deemed suitable for paving.
- 1.2. The resulting contract(s) may be utilized by all departments and activities of Fairfax County and Fairfax County Public Schools.
- 1.3. This contract will be awarded as a term requirements contract, with services provided on an as-needed basis through individual task orders or project assignments. Prevailing Wage (PW) requirements will apply to all construction work valued at \$250,000 or more, in accordance with [Fairfax County's Prevailing Wage Ordinance](#). Performance and Payment Bonds will be required for individual projects valued at \$500,000 or more, pursuant to applicable procurement regulations. Rates and compliance obligations shall be based on the specific scope and value of each project at the time a request for services is issued under the contract. Contractors will be responsible for ensuring compliance with all prevailing wage and bonding requirements as applicable to each task order. The \$250,000 threshold applies per individual project or task order, not the overall contract. The determination of whether Prevailing Wage requirements apply will be made at the time a project is scoped and quoted. Multiple awards under the contract do not affect the threshold; each assignment is evaluated independently.

2. REQUIRED DOCUMENTATION:

- 2.1. Bidders must submit all documents marked "Required" in Bonfire through the Fairfax County Bonfire portal for their bid to be deemed responsive. **Bonfire will not allow bids to be submitted unless all required items have been uploaded as listed below:**

Failure to provide these items may result in rejection of the bid:

- DPMM32 Coversheet
- Bid Table (All Bid Tables are required to be submitted in Bonfire).
 - BT-67AP - Part 1: Asphalt Paving
 - BT-04AE - Part 2: Walkways
- Attachment A1-A5 and W9
- Attachment C - List of Safety Violations (Ref. Special Provisions paragraph 26)
- Copy of State of Virginia Contractor's License or provide the license number and class (Ref. Special Provisions paragraph 48)

3. PERIOD OF CONTRACT:

- 3.1. The period of this contract shall be from the Date of Award through December 31, 2030.
- 3.2. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

SPECIAL PROVISIONS**4. PRICES AND PRICE ADJUSTMENT:**

- 4.1. 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.
- 4.2. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 4.3. Any Bidder that enters \$0 on a line item shall be considered nonresponsive. Bidders shall indicate "No Bid" if you are not interested in bidding on a specific Part.
- 4.4. The successful Bidder may be required to provide materials, equipment rental, and subcontractors to fulfill the requirements of the contract. If the successful bidder provides materials, equipment rental or subcontractors, the Contractor will invoice all materials, equipment rental, and/or subcontractors based on the actual cost. No additional costs of any kind will be allowed. **The Contractor shall make every attempt to obtain the lowest prices for materials, rental equipment, and subcontractors.**
- 4.5. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
- 4.6. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor.
- 4.7. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 4.8. Should a price increase be granted the increase shall remain firm for 365 days.
- 4.9. Price decreases shall be made in accordance with paragraph 40 of the General Conditions and Instructions to Bidders.
- 4.10. Liquid Asphalt Price Adjustment: Due to the fluctuations in liquid asphalt prices, adjustments (increases and decreases) for asphalt cement products provided under the contract will be allowed. Current VDOT cost per ton for liquid asphalt PG-6422 is Price/Ton recorded June 2, 2025. This cost will become the base index for determining any future price adjustments. (PER CD-91-3) for liquid asphalt PG-6422 is posted on the VDOT website [HERE](#) under Price and Fuel Adjustment indices.

The difference between the index at the time of the Contract Award and the current index (current being – index published by VDOT at the time material is provided to the County) will determine the amount of the adjustment increase/decrease). However, price adjustments will not be made for any item in which the difference between the base and current indices is less than five percent (5%). The quantity of asphalt cement in the performance grade mix to which the adjustment items based on the percent of asphalt in the performance grade mix shown on the appropriate approved job mix formula. The determination as to the amount of any cost adjustment shall be made by the County's Contract Specialist. Disputes shall be resolved by the County Purchasing Agent.

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4.11. Formula to convert tons to square yards for Fairfax County Pricing Schedule:

To determine the weight of material multiply the volume by the density of material of 151 pounds per cubic feet:

WEIGHT = VOLUME (X) DENSITY

Using the previous example and assuming an HMA density of 151 pounds per cubic foot (pcf) and a thickness of 4" we would perform the following calculations:

1. **Volume-** $17,257 \text{ sq. ft.} \times (4" \div 12\text{ft}) = 5,752 \text{ cu. ft.}$
(notice that the thickness was converted from inches to feet)
2. **Weight-** $5,752 \text{ cu. ft.} \times 151 \text{ pcf} = 868,552 \text{ lbs.}$
3. **Convert to tons-** $868.552 \text{ lbs} \div 2,000 \text{ lbs/tons} = 434.276 \text{ tons}$

1. $\text{Area sq. ft.} \times 9 \text{ ft./sq. yd.} = \text{Area in sq. yd.}$
2. **Volume:** $\text{area sq. ft.} \times (\text{thickness in inches} \div 12\text{ft.}) = \text{cu. ft.}$
3. **Weight:** $\text{area cu. ft.} \times 151 \text{ pcf} = \text{weight in lbs.}$
4. **Convert to tons:** $\text{weight in lbs} \div 2,000 \text{ lbs/tons} = \text{weight in tons}$

5. ESTIMATED QUANTITIES/PROJECTED REQUIREMENTS:

- 5.1. The quantities specified in this solicitation are estimates only and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.
- 5.2. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the Special Provisions paragraph entitled, METHOD OF ORDERING.

6. DELIVERY/TIME OF PERFORMANCE:

- 6.1. Fairfax County requires that all work, when desired, be scheduled and started no later than 20 calendar days from date of notification by County personnel unless otherwise agreed upon at time of notification.
- 6.2. The County and the Contractor will mutually agree upon a schedule to perform each job/work ordered after carefully reviewing the work location and amount of work involved, etc.
- 6.3. The Contractor shall advise the County's representative a minimum of five (5) working days in advance of the date work is to commence. Any work scheduled for the weekends will be arranged 48 hours in advance.
- 6.4. Estimates requested by the County are to be returned within three (3) working days, unless a different time of return is mutually agreed to by the requesting agency. Estimates shall be furnished by the Contractor at no charge and are to be considered an overhead cost to be included in the bid amounts.
 - A. Estimates are to be detailed, outlining contract unit costs, including time and materials and estimated cost of equipment rental, and/or subcontractors. This detail will enable agency personnel to validate the estimated total amount against the current contract prices and to ascertain budgetary requirements. **In addition, estimates must include contract number at the top of estimate.**
 - B. Estimates will cover only quoted work; unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the County. Contractor must get approval by the County for additional work not covered in estimate and submit a new estimate to the County reflecting this change in the same manner referenced in paragraph above.
 - C. Estimates shall be valid for acceptance by the County for a minimum of 30 days.

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- 6.5. Bidders shall indicate, on Attachment A, a contact person's name and telephone number for normal County working hours, 7:30 a.m. – 4:30 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact.
- 6.6. For emergency calls, outside normal County working hours, nights and weekends, the bidder shall list on the Pricing Schedule a contact person and telephone number or have a voice mail paging system or answering service. Bidder using a voice mail system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

7. INTERPRETATION OF BID:

- 7.1. Any questions pertaining to this solicitation shall be directed to:

Katie Dawson, Contract Specialist I
 Department of Procurement & Material Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Telephone Number: (703) 246-4516
 E-mail: Kathryn.dawson@fairfaxcounty.gov

8. ELECTRONIC SUBMISSION OF BIDS:

- 8.1. Bids must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge.
 - 8.2. Bidders can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- (Note: it takes an average of 16 minutes to an hour for a response). Therefore, bidders shall take the necessary steps to submit their bids in advance.
- 8.3. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
 - 8.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
 - 8.5. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit pricing for their bid. For each line item in the Bid Table, bidders must submit all requested information for that line item (this could include unit pricing, percentage discounts and/or labor rates).
 - 8.6. By executing the Cover Sheet (DPMM32), the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

SPECIAL PROVISIONS**9. ADDENDA:**

- 9.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 9.2. Notice of addenda will be posted on eVA and the Bonfire portal. It is the bidder's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com/>.
- 9.3. The last day to submit questions to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date". All questions pertaining to this solicitation shall be submitted to Kathryn.dawson@fairfaxcounty.gov.

10. BID OPENING:

- 10.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders.

To attend the bid opening Bidders should [REGISTER HERE](#).

A copy of the record/bid tabulation shall be made available in the DPMM website at <http://fairfaxcounty.gov/procurement/bid-tab/>.

11. BID EVALUATION/CONTRACT AWARD:

- 11.1. Items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on what the County determines to be in its best interest.
- 11.2. If multiple awards are made and the Primary Contractor cannot meet the requirements, the requesting agency may use the services of the Secondary Contractor. Documentation from the Primary Contractor stating they cannot meet the requirements must be obtained by the Agency prior to contacting the Secondary Contractor.

12. BID ACCEPTANCE PERIOD:

- 12.1. Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

13. CONTRACT INSURANCE PROVISIONS

- 13.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 13.2. The Contractor must during the continuance of all work under the contract provide the following:
 - a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including

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death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

- b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
- c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

13.3. Liability Insurance "Claims Made" basis:

- 1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
- 2) The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

13.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.

13.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.

13.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.

13.7. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.

13.8. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.

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- 13.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 13.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 13.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- 13.12. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 13.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- 13.14. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 13.15. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 13.16. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 13.17. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 13.18. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

14. METHOD OF ORDERING:

- 14.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 14.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

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- 14.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 14.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 14.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

15. CORRESPONDENCE:

- 15.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.

16. ADDITIONS/DELETIONS:

- 16.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

17. CANCELLATION OF ORDERS:

- 17.1. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

18. EMERGENCY PURCHASES:

- 18.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

19. ORDER OF PRECEDENCE:

- 19.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

20. SUBCONTRACTING:

- 20.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.dbsd.virginia.gov>, local chambers of commerce and other business organizations.

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 County of Fairfax 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.

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- 21.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 21.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 21.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 21.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

22. NEWS RELEASES BY VENDORS:

- 22.1. As a matter of policy, the County does not endorse the products or services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

23. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 23.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 23.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County Government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

24. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 24.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

25. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

- 25.1. The Contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on December 8, 2003, as amended, please see Attachment C.

SPECIAL PROVISIONS**26. BONDS REQUIRED FOR ALL PROJECTS OVER \$500,000:**

- 26.1. For all projects valued at \$500,000.00 or more, the contractor shall furnish, within twenty (20) calendar days ARO, the following bonds, issued by a surety company licensed and authorized to conduct business in the State of Virginia, made payable to the County of Fairfax. All bonds must clearly make reference to the applicable project, contract number, and title.
- a. Performance Bond in the amount equal to one hundred percent (100%) of the contract price on AIA Document A312 - 2010 Edition or equivalent.
 - b. Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the contract price on AIA A312 -2010 Edition or equivalent.
- 26.2. Failure to provide the required bonds, within twenty (20) calendar days, will constitute a material breach of the contract, for which the County may terminate the contract for cause.

27. PERMITS AND LICENSES:

- 27.1. The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes and regulations, in connection with the prosecution of the work without additional expense to the County. The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until competition and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

28. REPRESENTATIONS OF CONTRACTOR:

- 28.1. The Contractor represents and warrants:
- a. The firm is financially solvent and that the manager is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished; and
 - b. The Contractor is familiar with all Federal, State, municipal and department laws ordinances and regulations, which may in any way affect the work of those employed, including but not limited to any special acts relating to the work or to the project which it is a part; and
 - c. That such temporary and permanent work required by the Contract Documents as is to be done by the Contractor can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
 - d. The Contractor has carefully examined the plans, the specifications and the site of the work and that from the Contractor's own investigations, he/she has satisfied themselves as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

29. SUPERINTENDENCE BY CONTRACTOR:

- 29.1. At the work site, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that the representative shall be acceptable to the Owner's Project Manager and shall be one who can be continued in that capacity for the particular job involved, unless he/she ceases to be on the Contractor's payroll.

SPECIAL PROVISIONS**30. CHANGE ORDERS:**

- 30.1. The Owner may require the performance of extra work and/or changes as necessary or desirable, at any time, by a written Change Order.
- 30.2. The amount of compensation to be paid to the Contractor for any extra work shall be determined by unit prices outlined in the Contract.

31. USE OF PREMISES:

- 31.1. The Contractor confine the apparatus, storage of materials, and activities of personnel on or about the premises and adjacent areas, in accordance with the law, ordinances, permits and the directions of the Owner's project manager. The contractor shall not encumber the premises with such materials or apparatus or adjacent areas. The work site shall be kept in such orderly fashion as will not interfere with the progress of the work or the work of any other contractor.
- 31.2. The contractor is responsible for repairing or replacing any work damaged by his/her operations within ten (10) days after notification by the Owner's Program Manager.
- 31.3. It is the responsibility of the contractor to report in writing, to the Owner's Project Manager any damages found prior to any work at the site.

32. PROTECTION OF WORK AND PROPERTY:

- 32.1. The contractor shall protect the Owner's property from injury or losses in connection with this contract at all times. The contractor's own work and that of adjacent property (as provided by law and the contract documents) from damage shall be guarded. The contractor shall replace or make good any such damage, loss or injury unless caused directly by errors contained in the contract documents or by the Owner or by his/her duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

33. INCOMPETENT OR DISORDERLY EMPLOYEES:

- 33.1. If any person employed on the work by the Contractor shall appear to the Owner's Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately upon request of the Owner's Project Manager and shall not again be reemployed (on subject project) except on written consent of the Owner's Project Manager.

34. WORKMANSHIP:

- 34.1. Only first-class work shall be performed and all materials furnished in carrying out this contract and shall be of character and quality required by the specifications. Such work or materials shall be the best of their respective kinds, where no standard is specified. Any unsatisfactory work done or materials furnished shall be immediately removed and satisfactorily replaced by the contractor when notified to do so by the Owner's Project Manager at whatever time the inferior work or materials may be discovered.
- 34.2. If the contractor neglects or refuses to remove such unsatisfactory work or materials within forty-eight hours after the receipt of notice, or if satisfactory progress is not made in doing so, the Owner's Project Manager may effect removal of the inferior work or materials and the expense shall be charged to the contractor. Such expense shall be deducted from any monies due or to become due the contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner perfect and complete in satisfactory working condition.
- 34.3. The contractor expressly undertakes at his own expense:
 - a. to effect all cutting, fitting or patching of his work required to make same conform to

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the plans and specifications and except with consent of the Owner's Project Manager not to cut or otherwise alter the work of any other contractor, and

- b. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

35. NECESSARY DETAILS NOT SPECIFICALLY MENTIONED:

- 35.1. Any and all work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designated. The contractor shall furnish all required work or material which is not denoted in the plans and specifications either directly or indirectly, but which is necessary for project.

36. CLEANING UP:

- 36.1. The contractor shall keep the premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, all rubbish, tools, used for work and surplus materials shall be removed from and about the premises and adjacent areas, and the area shall be "broom cleaned" and ready for use. In case of a dispute, Fairfax County may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Owner's Project Manager shall determine to be fair and equitable.

37. EXAMINATION OF DEFECTIVE WORK:

- 37.1. If required by the Owner's Project Manager under execution of this contract, the contractor shall at any time pull down or undo any part of the work and make such openings as may be required and enable the Owner's Project Manager to make proper inspection and the contractor shall make good again the work so pulled down, undone or opened to the Owner's Project Manager's satisfaction. If the work is found faulty, in any respect the whole of the expenses incurred shall be incurred by the Contractor, but if the work be found not faulty by the Owner's Project Manager, the expenses thereby incurred shall be incurred by the Owner.

38. REJECTION OF INFERIOR MATERIAL:

- 38.1. An inspection and approval of the materials by the Owner's Project Manager shall not in any way subject the Owner to pay for any portion of the materials, even if said materials, incorporated in the work, turn out to be unfit. Such inspection shall not be considered as any waiver of objection to the work on account of the unsoundness of the material used.

39. WARRANTY:

- 39.1. All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Bidder shall indicate on pricing page the manufacturer's warranty on all mechanical equipment required if different than one year indicated above.

40. CHANGES AND ALTERATIONS:

- 40.1. The Owner reserves the right to make alterations in the installation of items of work shown on the plans, as may be necessitated by conditions found during construction that in the judgment of the Owner's Project Manager appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Owner's Project Manager.

SPECIAL PROVISIONS**41. TRAFFIC CONTROL:**

- 41.1. The contractor **must** provide all necessary labor and equipment to meet VDOT requirements when working in but not limited to VDOT Right-of-Way, and County owned Parking lots, roadways, tennis/basketball courts and trails to safely direct traffic (both vehicular and pedestrian) around the work areas. When working within County roadways, the Contractor shall coordinate with adjacent property owners to ensure access to their properties are maintained at all times, which includes no unusual disruption to any businesses that are adjacent to the worksite.

42. ACCESS TO AND INSPECTION OF WORK:

- 42.1. Authorized County personnel shall have access to the work being performed under this contract wherever it may be in progress or preparation.

43. INSPECTION:

- 43.1. All work and materials shall be subject to a final inspection by an authorized representative of Fairfax County. Any omission or failure on the part of the Fairfax County Representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.
- 43.2. If the contract documents, the Owner's or his agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the Owner or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his agent or other proper authorities, be uncovered for examination at Contractor's expense.

44. STATE REGISTRATION OF CONTRACTOR:

- 44.1. If a contract is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is seven hundred-fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor." (Non Virginia licenses are not acceptable). If a contract is seventy-five hundred (\$7,500) dollars or more but less than one hundred and twenty thousand dollars (\$120,000), the bidder is required to show evidence of being licensed as a "Class B Contractor". If a contract is one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), the bidder is required to show evidence of being licensed as a "Class C Contractor".
- 44.2. **The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license. The bidder shall provide a copy of the license with their bid.**