

May 21, 2024

ADDENDUM #3

TO ALL PROSPECTIVE BIDDERS:

SUBJECT: Hazardous Materials Contract (MMB-063-24)

BID OPENING DATE: (CHANGED DATE) May 28, 2024, at 10:00 AM

THE SUBJECT INVITATION FOR BID (IFB) IS AMENDED AS FOLLOWS:

THIS ADDENDUM IS SUPPLEMENTARY TO THE PLANS AND SPECIFICATIONS FOR THE ABOVE SUBJECT REQUIREMENT. ALL CHANGES, ADDITIONS AND DELETIONS SHALL BECOME PART OF THE CONTRACT.

Any assertions relating to performance under Fairfax County Public Schools' (FCPS) current contract for these services will be addressed in a separate letter to the submitting party. To the extent that any such assertions bear upon this IFB No. MMB-063-24, FCPS advises all bidders as follows: (i) FCPS will carefully review the qualifications of each bidder; (ii) any contract entered into in response to this IFB will be awarded, if at all, to one or more responsive and responsible bidders in accordance with the terms of the IFB and the Virginia Public Procurement Act, Va. Code § 2.2-4300 *et seq.*, and (iii) any such contract will be administered by FCPS and performed by the successful contractor(s) in accordance with its terms and all applicable laws, rules, policies, and regulations.

CLARIFICATION: The following **Revised Bid Form** and questions and **answers** are submitted as clarification:

- Q1. We request clarification or a request for wage rate classification from DOLI: What rate should be paid to asbestos removal workers, lead paint removal workers and mold remediation workers? For the Hazardous Material Contract (DOLI Project number FCPS-24-0009) dated 4-12-2024 a wage scale was provided by DOLI and added to the project. It was mentioned at the pre-bid the applicable wage scale for asbestos removal is Asbestos Worker/Heat & Frost Insulation worker in which the worker will make a wage and fringe of \$40.02 Wage + \$19.67 Fringe. We propose using the Montgomery County wage rate for asbestos removal workers, lead paint removal worker and mold remediation workers which has a wage and fringe of \$24.46 Wage + \$9.34 Fringe per hour.

The same question about the wage rate as issued prior but now also has the following Union Official letter (that has jurisdiction on the work) from Ryan Boyer, who is the Metropolitan Area of the Philadelphia/Baltimore/Washington Laborers District Council Manager. He oversees nearly 20% of the Laborers 500,000 members nationwide.

- A1. See attached Additional Wage Classification Response from the Department of Labor and Industry. The new wage classification shall be applied to the projects requiring asbestos, lead and mold removal.**

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- Q2. To give FCPS the ability to handle remediation of hazardous mold, can line items for mechanical insulation supervisor and worker be added?
- A2. No. Those requirements will be handled as they have been previously under the Unforeseen Circumstances Asbestos Abatement Contract Line Items.**
- Q3. Based on the increase in wage scales for the workers, will the maximum threshold be increased.
- A3. No. The maximum threshold is established by statute (see Va. Code § 2.2-4303.2(B) and may not be increased by FCPS.**
- Q4. Are labor temps for asbestos workers allowed to be used on this contract?
- A4. No.**
- Q5. When performing exterior lead paint abatement can lifts be reimbursed if greater than what ladders could reach?
- A5. As detailed on the Bid Form, Item 7. All Unit Prices shall include all necessary travel, labor, tools, equipment, materials, profit and overhead that may be needed to perform the specified services.**

In addition, as detailed in Special Provisions, Price and Price Adjustment, paragraph 3.2.

3.2 Items and materials, including equipment rental, used for a project will be invoiced based upon the actual (and reasonable) cost to the Contractor of the items, materials, and/or equipment rental with an aggregate mark-up equal to no more than 10% of such cost. Invoices which include material costs over \$25 must be accompanied by an itemized list of materials and of rental equipment furnished at the job site, as approved at the time of use by Owner's representative. Charges must be accompanied in each instance by an unaffiliated supplier's invoice to substantiate cost to Contractor.

- Q6. Year over year, if the prevailing wage increases for the workers performing the work will the rates remain the same for the life of the contract or how will escalations in labor by the State be handled?
- A6. The FAQ on <https://doli.virginia.gov/prevaling-wage-law/> responds to this issue as follows:**

What if a wage rate changes during the course of a public works project?

The wage determination that is given during the bid solicitation and related contract award establishes the rate that must be paid for the entire term of the contract. The contracting agency in charge of the project will have an accurate, up-to-date copy of the correct wage determination to share with potential contractors.

Note: Some laws and regulations may supersede these rates. For example, if a 2022 project had established rates under \$12.00 per hour, Virginia's minimum wage increase to \$12.00 per hour in 2023 would overrule said rates.

In addition, as detailed in Special Provisions, Price and Price Adjustment, paragraph 3.3

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

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

- Q7. 9.1-Owners good faith determination to award to primary and secondary contractor. How is the determination made? Is it opinion, capricious, arbitrary or based on the primary contractor expressing concern on the workload? In the past the determination has been capricious and detrimental to the primary contractor and the assignments actually were more profitable for the secondary contractor than the primary as FCPS paid more to the secondary contractor.

A7. As detailed in Special Provisions, Item 9, Bid Evaluation/Contract Awards, paragraph 9.1

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

- Q8. Could the bid be extended so there is a week to price the once the wage scale is determined.

A8. The bid has been extended as detailed in Addendum #2.

- Q9. How will the pricing schedule work; as per the pre-bid meeting it was stated we do not determine if FCPS wants to work 7 days a week or for as many hours as directed. Can all line items have parallel item if overtime is demanded and at the increased wage rates this could be a major increase? Is all pricing to include unlimited nights, weekend and overtime as needed or can any overtime be compensated as required with a separate line item?

A9. No additional line items will be included. As detailed in Special Provisions, Item 1. Scope of Work.

1. SCOPE:

1.1 The purpose of this solicitation is to establish a contract for the removal of hazardous materials such as asbestos floor tile/mastic, lead paint, and other such related hazardous materials for the Fairfax County Public Schools' ("FCPS"), Department of Facilities and Capital Programs, on behalf of the Fairfax County School Board (the "FCSB," and together with FCPS, collectively and interchangeably referred to herein as the "Owner"). The Owner wishes to procure the services of a primary and secondary contractor, each of whom shall be a fully qualified and properly licensed contractor to provide a ready "as required" source for the removal of hazardous materials and related services from the Owner's facilities during the term of any contract awarded hereunder. Notwithstanding the foregoing, any contract(s) awarded hereunder shall not be exclusive and, as such, the Owner reserves the right to procure and award one or more separate contracts to other contractors for the same or similar services during the term of any contract awarded hereunder in the event that the Owner determines that such action is in its best interests.

1.2 The majority of the removal services to be procured hereunder will be performed in occupied and furnished rooms and will be performed during non-school hours, as necessary in order to minimize impact to and disruption of the Owner's classrooms and other facilities. Bidders are advised that the Owner frequently will require removal work to be performed at multiple sites during the same or overlapping timeframe(s). A typical example would consist of the following: one (1) large site (greater than 5000 sq. ft.) and two (2) smaller sites averaging 2000 sq. ft. each. Bidders must be able to provide adequate personnel to complete each project within the specified timeframe(s). Bidders must have a flexible organization that can perform multiple (four (4) or more) assignments simultaneously for emergency and non-emergency work.

1.3 Non-school hours include, but are not limited to, periods of time occurring after daily dismissal of children, overnight, and during weekends, student holidays, and federal and state holidays. Each project will be deemed to be complete when the affected space is restored to usable condition and ready for normal use (i.e. new vinyl flooring is installed, coated with floor finish, and furniture replaced). The Owner will be responsible for coordinating the Contractor's activities with FCPS staff, students, and other persons impacted by the Contractor's performance of the project.

Q10. How will reimbursement of permit fees and permit revisions work?

A10. FCPS will reimburse the Contractor for the permit fees as detailed in Technical Specifications, Item 1. Hazardous (Asbestos) Materials Removal, paragraph B. Administrative Actions Prior to Removal, section 3.

3. The Contractor will secure necessary permits in conjunction with asbestos removal, hauling, and disposal as may be required by Federal, State, Regional, and Local authorities. The Owner will reimburse the Contractor for the actual cost of all permit fees incurred by the Contractor for each project. The Contractor will not include (and the Owner will not be responsible for) any mark-up to the permit fees.

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Q11. If a school released one rooms at a time as the general contractor completes the work but there are forty rooms in this hypothetical situation in one permit year – will the pricing be based on the totals at the school under each year of the contract; the max of one year permit or will it be by task order? If by task order – what prevent FCPS from trying the break the scope of work into smaller segments to garner and pick and choose line-item pricing. If we recommend you delete the less than and over quantities so there is only one price. Please provide a fair system for the contractor.

A11. The work will be performed by task order and task orders will be handled as FCPS requires the work to be performed in a safe and efficient manner. The task order has the quantity estimated and coordinated with Contractor and the final quantity verified by FCPS staff prior to release of invoice submission.


Q12. For lead – same question as previous – how with the quantity of work be determined? By permit or by site visit, by billing, by month, by annual year?

A12. The work will be performed by task order and task orders will be handled as FCPS requires the work to be performed in a safe and efficient manner. The task order has the quantity estimated and coordinated with Contractor and the final quantity verified by FCPS staff prior to release of invoice submission.

Q13. Can alternate methods for mastic removal that are not shotblasting and do not use chemical removal for mastic removal? This would be nearly chemical free.

A13. No, FCPS will not perform alternative methods of mastic removal.

All other terms and conditions remain unchanged.



Angela C. Mylechraine, Contracts Administrator
Office of Administrative Services

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT INVITATION FOR BID.

SIGNATURE: _____ DATE: _____

NAME OF FIRM: _____

A SIGNED COPY MAY BE RETURNED PRIOR TO BID OPENING OR MAY ACCOMPANY YOUR BID.

REVISED BID FORM – ADDENDUM #3

Name of Bidder/Contractor (if awarded to Bidder)

Address

Date

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

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

11.	Removal and disposal of 1001 sq. ft. or more of CM	2000 sq. ft.	\$	per sq. ft.	\$
12.	Removal and disposal of Unibond Green/Blue carpet adhesive including asbestos floor mastic -- CM	1000 sq. ft.	\$	per sq. ft.	\$
13.	Removal and disposal of asbestos-containing ceiling tile (2'x4')	3200 sq. ft.	\$	per sq. ft.	\$
14.	Removal and disposal of up to and including 800 sq. ft. of asbestos-containing Spray-On Texture/Surfacing Material.	800 sq. ft.	\$	per sq. ft.	\$
15.	Removal and disposal of 801 sq. ft. or more of asbestos-containing Spray-On Texture/Surfacing Material.	2000 sq. ft.	\$	per sq. ft.	\$
16.	Removal and disposal of 1/2" - 2" mastic and tar paper flooring.	2000 sq. ft.	\$	per sq. ft.	\$

VARIOUS MATERIALS:

17.	Removal and disposal of up to and including 100 sq. ft. of asbestos-cement products including siding, piping, soffit, fascia panels or sheeting or soapstone countertops, fume hoods or soapstone windowsills.	100 sq. ft.	\$	per sq. ft.	\$
18.	Removal and disposal of 101 sq. ft. or more of asbestos-cement products including siding, piping, soffit, fascia panels or sheeting or soapstone countertops, fume hoods or soapstone windowsills.	800 sq. ft.	\$	per sq. ft.	\$
19.	Removal of windows with asbestos caulk or glazing (based section of windows); Window to be defined as self-contained removable section.	10	\$	each	\$
20.	Removal and disposal of glue dots relating to chalkboards; small tack or blackboard and mastic, up to 4' x 8'.	5	\$	each	\$
21.	Removal and disposal of glue dots relating to chalkboards; small tack or blackboard and mastic, up to 4' x 20'.	5	\$	each	\$
22.	Removal and disposal of fire doors.	5	\$	each	\$
23.	Removal and disposal of non-friable Duct insulation.	50 sq. ft.	\$	per sq. ft.	\$
24.	Removal and disposal of non-friable Pipe Insulation.	500 In. ft.	\$	per In. ft.	\$

PIPE FITTINGS AND INSULATION:

25.	Removal and disposal of 1-50 asbestos-containing pipe fittings.	50 fittings	\$	per fitting	\$
26.	Removal and disposal of 51 or more asbestos-containing pipe fittings.	100 fittings	\$	per fitting	\$
27.	Removal and disposal friable pipe insulation.	500 In. ft.	\$	per In. ft.	\$

UNFORESEEN CIRCUMSTANCES:

28.	Asbestos Abatement Supervisor	200 hours	\$	per hour	\$
29.	Asbestos Abatement Worker	1000 hours	\$	per hour	\$

30.	Transport and disposal only of asbestos-containing material up to 150 cubic yards.	150 cu. yd.	\$	per cu. yd.	\$
31.	Transport and disposal only of asbestos-containing material 151 or more cubic yards.	300 cu. yd.	\$	per cu. yd.	\$
32.	MISCELLANEOUS or UNFORESEEN CIRCUMSTANCES to perform work not specified: Small scale short duration (removal and disposal) to include: All materials and equipment, 1 supervisor and 1 worker. Project to be maximum 8 hours.	1 project	\$	per project	\$
Subtotal of Bid Price for Asbestos-Related Services (Items 1-32), Column D					\$
LEAD:					
33.	Preparation, removal and disposal of up to and including 50 linear ft. of lead paint on metal surfaces on interior member structures such as stair rails, steel beams and other metal surfaces, and/or plaster walls. Use of chemical stripping for lead base paint to be non-caustic solvent.	50 lin. ft.	\$	per lin. ft.	\$
34.	Preparation, removal and disposal of 51 linear ft. or more of lead paint on metal surfaces or interior member structures such as stair rails, steel beams and other metal surfaces, and/or plaster walls. Use of chemical stripping for lead base paint to be non-caustic solvent.	51 lin. ft.	\$	per lin. ft.	\$
35.	Removal and prepare for disposal of up to and including 50 sq. ft. of lead-containing exterior structure.	50 sq. ft.	\$	per sq. ft.	\$
36.	Removal and prepare for disposal of 51 sq. ft. or more of lead-containing exterior structure.	51 sq. ft.	\$	per sq. ft.	\$
37.	Stabilization and priming of up to and including 50 sq. ft. of exterior steel beams.	50 sq. ft.	\$	per sq. ft.	\$
38.	Stabilization and priming of 51 sq. ft. or more of exterior steel beams.	51 sq. ft.	\$	per sq. ft.	\$
39.	Demolition and removal of up to and including 1000 sq. ft. of interior/exterior lead base ceramic tile/structural masonry tile.	1000 sq. ft.	\$	per sq. ft.	\$
40.	Demolition and removal of 1001 sq. ft. or more of interior/exterior lead base ceramic tile/structural glaze tile/structural masonry tile.	2000 sq. ft.	\$	per sq. ft.	\$
WORK NOT OTHERWISE SPECIFIED – Provide a per-hour cost to perform work that is not otherwise specified as a Line Item in this Pricing Schedule:					
41.	Lead Abatement Supervisor	10 hours	\$	per hour	\$
42.	Lead Abatement Worker	10 hours	\$	per hour	\$
Subtotal of Bid Price for Lead-Related Services (Items 33-42), Column D					\$
TOTAL BID PRICE (SUM OF ASBESTOS & LEAD), Items 1-42 Column D					\$

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

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

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

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

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

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

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

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

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

3. The Contractor shall perform all work for Line Items 1 through 16 and 32 under full containment and negative air methods.

4. The Contractor shall perform all work for Line Items 17 through 24 and 33 through 40 under partial containment of the exterior area.

5. The Contractor shall perform all work for Line Items 25 through 27 by Glove Bag Procedures.

6. The Contractor shall furnish the labor and materials as specified in this Pricing Schedule and in compliance with the terms and conditions of this Invitation to Bid at Unit Prices set out in the Pricing Schedule.

7. All Unit Prices shall include all necessary travel, labor, tools, equipment, materials, profit and overhead that may be needed to perform the specified services.

8. Unit Prices include the cost of all asbestos abatement equipment, asbestos abatement materials, costs to prepare full containment per specifications, disposal, etc.

9. The Contractor shall not combine Line Items for any work performed. The Owner will reject any invoice submitted by the Contractor that combines Line Items and return such invoice to the Contractor.

10. Before undertaking any work specified in Line Items 28, 29, 32, 41 and 42 and any other work that the Contractor believes is not specified as a Line Item in the Pricing Schedule, the Contractor shall notify the Owner in writing. The Owner shall not pay the Contractor for any such work that has not been approved in writing and in advance of the work being commenced.

11. No-odor solvents must be used in the removal of all mastic.

12. The Contractor shall not include in any invoice any amount for the Contractor's overhead, administrative costs, or the like.

13. The Bidder shall include in all bids the costs due to the Commonwealth of Virginia and County of Fairfax (including Sales and Use Taxes).
14. The Contractor represents that it has read and understands and agrees that it shall comply with the Ethics in Government Contracting provisions in the Virginia Public Procurement Act, Va. Code § 2.2-4367 to 4377., and Paragraph 2 of the General Conditions below.
15. The Contractor agrees, if awarded the Contract, to perform all work and services in strict accordance with the Contract Documents, including but not limited to the provisions thereof relating to required response times and completion dates.
16. The Contractor acknowledges and agrees that: (a) the total compensation to be paid by the Owner to the successful bidder for all projects performed during the Original Contract Period or any individual Renewal Period will in no event exceed \$6,000,000.00 (or the maximum amount then prescribed by law); and (b) the total compensation for any individual project performed by the successful bidder will in no event exceed \$500,000.00 (or the maximum amount then prescribed by law). The Contractor covenants and agrees that any consumable materials for which it seeks compensation from the Owner will be invoiced at documented cost plus an aggregate mark-up that will in no event exceed 10%.
17. Items and materials other than those described in the preceding paragraph, including equipment rental, used on a project will be invoiced based upon the actual and reasonable cost to the Contractor of the items, materials, and/or equipment rental with an aggregate, all-inclusive mark-up that will in no event exceed 10% of such cost. Invoices which include material costs over \$25 must be accompanied by an itemized list of materials and of rental equipment furnished at the job site, as approved at the time of use by Owner's representative. Charges must be accompanied in each instance by an unaffiliated supplier's invoice to substantiate cost to Contractor.
18. The Owner reserves the right to accept or reject any or all bids or to waive any informality in any one or all bids received.
19. The Bidder acknowledges receipt of any and all Addenda which may have been issued by the Owner, and acknowledges that the cost, if any, of revisions set forth therein has been included in the bidder's prices.
20. The Owner reserves the right to defer award of any Contract for a period of forty-five (45) days after due date of bids and the Bidder agrees that this Bid Form will remain open and binding during such period of time.
21. The Contractor acknowledges that time is of the essence to the Contract and agrees to commence the Work in compliance with the response times established in accordance herewith and to fully complete the Project within the specified time, including normal inclement weather delays. The Contractor covenants and agrees to achieve timely completion of all services described herein and to comply with all emergency and non-emergency response times established pursuant to the Contract.
22. Minority or small business firm's information. Please check the following information relevant to your firm: (See Instructions to Bidders, Paragraph 17)

Small Business Firm	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Minority Business Firm	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Women-Owned Firm	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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

24. Safety: The successful bidder shall abide by, and shall be subject to, the Fairfax County Construction Resolution, as adopted by the Fairfax County Board of Supervisors on December 8, 2003, and as excerpted and modified (see Instruction to Bidders, Paragraph 18). Bidder's disclosure pursuant to Safety Resolution (as stated above):

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

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

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

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

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

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

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

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

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

27. The Bidder represents and warrants that: (a) Bidder has incorporated in its bid all costs associated with complying with the Prevailing Wage Requirements and, if awarded a Contract hereunder, covenants and agrees to comply fully with all Prevailing Wage Requirements (including but not limited to payment of prevailing wage rates); and (b) Bidder has calculated all labor costs included in its bid (including but not limited to those set forth in Bid Items 1 through 42) in compliance with the Prevailing Wage Requirements.

Bidder/Contractor

Email Address

Address

Facsimile Number

Principal's Name (Signature)

Telephone Number

Principal's Name (printed)

Virginia Contractors License No.

Title

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

END OF SECTION



COMMONWEALTH of VIRGINIA
DEPARTMENT OF LABOR AND INDUSTRY

Gary G. Pan
COMMISSIONER

Main Street Centre
600 East Main Street, Suite 207
Richmond, Virginia 23219
PHONE (804) 371-2327
FAX (804) 371-6524

Additional Wage Classification Response

Project	Hazardous Materials Contract (Various Sites as Needed)
DOLI Project Number	FCPS-24-0010
Location (City and County)	Fairfax County
Construction Type	Building
Contracting Agency	Angela C. Mylechraine, CPPB, VCO / Fairfax County Public Schools, Department of Facilities and Transportation Services
Date	05/17/2024

The Virginia Department of Labor and Industry has reviewed your request for an additional labor classification and all attached materials. After reviewing all relevant material DOLI has **ACCEPTED** your request. If your request was accepted, you will find the labor classifications below with all relevant wage rates. If the General Wage Determination that applies to this project has been changed as a result of this request, the contracting agency will receive an updated Wage Determination Decision shortly after receiving this response.

Wage Determinations	Wage	Fringe
Laborer: Hazardous Material Handler	\$24.46	\$9.34

Decision Basis:

Angela C. Mylechraine submitted a request for a conformance due to the lack of a "Hazardous Material Handler" classification in Fairfax County with a suggested rate of \$24.46 wage and \$9.34 fringes.

Based on the agency review, the Virginia Department of Labor & Industry has agreed to add the Laborer: Hazardous Material Handler labor classification to this project. The wage rate the Department has adopted above (**\$24.46 wage, \$9.34 fringe**) matches the rate requested for this job classification by the contractor. This agency confirmed this job classification does not infringe upon the existing job classification Asbestos Worker/Heat & Frost Insulator (Duct, Pipe & Mechanical System Insulation).

If you wish to appeal this decision, please send a formal notice of your appeal to PrevailingWage@doli.virginia.gov. Upon receiving your appeal DOLI will contact you to set up a hearing on this decision.

Decision Made By:

Bobby Reitz - Prevailing Wage Analyst
Office: (804) 786-6613
PrevailingWage@doli.virginia.gov
Virginia Department of Labor & Industry
600 East Main Street
Richmond, VA 23219



COMMONWEALTH of VIRGINIA
DEPARTMENT OF LABOR AND INDUSTRY

Gary G. Pan

Main Street Centre
600 East Main Street, Suite 207
Richmond, Virginia 23219

Additional Wage Classification Announcement

Project	Hazardous Materials Contract (Various Sites as Needed)
DOLI Project Number	FCPS-24-0010
Location (City and County)	Fairfax County
Construction Type	Building
Contracting Agency	Fairfax County Public Schools
Date	05/21/2024

The Virginia Department of Labor and Industry has adopted the following job classifications for this project through the conformance review:

Wage Determinations	Wage	Fringe
Laborer: Hazardous Material Handler	\$24.46	\$9.34



COMMONWEALTH of VIRGINIA
DEPARTMENT OF LABOR AND INDUSTRY

Gary G. Pan
COMMISSIONER

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Virginia Department of Labor and Industry Wage Determination Decision

Project Name	Hazardous Materials Contract (Various Sites as Needed)
County Project Code	N/A
DOLI Project Number	FCPS-24-0010
County or Independent City	Fairfax County
Publication Date	04/12/2024
Construction Type	Building

Wage Determinations	Wage	Fringe
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe & Mechanical System Insulation)*	\$40.02	\$19.67
Boilermaker	\$42.62	\$24.81
Brick Pointer/Caulker/Cleaner	\$19.68	
Bricklayer	\$23.67	
Carpenter (Includes Acoustical Ceiling Installation, Drywall Hanging, and Form Work)	\$23.34	\$5.04
Cement Mason/Concrete Finisher	\$24.69	\$5.55
Drywall Finisher/Taper	\$25.53	\$7.86
Electrician (Includes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems)	\$53.00	\$21.35

Wage Determinations	Wage	Fringe
Elevator Mechanic**	\$49.84	\$37.89
Firestopper***	\$29.80	\$9.83
Floor Layer: Soft Floors	\$18.75	
Glazier	\$30.52	\$13.85
Ironworker	\$36.10	\$25.19
Ironworker, Reinforcing	\$27.46	\$8.71
Laborer: Common or General, including brick mason tending and cement mason tending	\$15.74	\$3.43
Laborer: Pipelayer	\$16.81	\$4.26
Mason - Stone	\$43.16	\$20.28
Operator: Backhoe/Excavator/Trackhoe	\$21.81	
Operator: Bobcat/Skid Steer/Skid Loader	\$18.95	\$4.03
Operator: Bulldozer	\$21.99	\$4.98
Operator: Crane	\$32.52	\$2.64
Operator: Drill	\$21.75	\$1.57
Operator: Forklift	\$21.56	\$7.57
Operator: Loader	\$22.26	\$3.57
Operator: Roller	\$16.25	\$4.88
Painter (Brush, Roller, and Spray)	\$27.46	\$11.56
Pipefitter (Includes HVAC Pipe, Unit and Temperature Controls Installations)****	\$50.27	\$23.32
Plumber*****	\$49.00	\$22.21
Roofer	\$21.55	\$7.01
Sheet Metal Worker (Includes HVAC Duct Installer)*****	\$44.37	\$21.33
Sprinkler Fitter (Fire Sprinklers)	\$42.32	\$25.80
Tile Finisher	\$27.68	\$11.63
Tile Setter	\$33.41	\$12.67
Truck Driver: Dump Truck	\$19.22	\$2.58
Waterproofers	\$21.75	\$1.57

Additional Notes

* Asbestos Worker/Heat & Frost Insulator (Duct, Pipe & Mechanical System Insulation) * PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular workday before and after the paid holiday. *

** Elevator Mechanic ** PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. VACATIONS: 6% men under 5 years based on regular hourly rate and 8% men over 5 years based on regular hourly rate for all hours worked. **

*** Firestopper *** Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular workday before and after the paid holiday. ***

**** Pipefitter (Includes HVAC Pipe, Unit and Temperature Controls Installations) **** PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular workday before and after the paid holiday. ****

***** Plumber ***** PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular workday before and after the paid holiday. *****

***** Sheet Metal Worker (Includes HVAC Duct Installer) ***** PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. *****

All rates are determined by DOLI and any appeals of specific classifications may be made through the Wage Determination Appeal form available at <https://www.doli.virginia.gov/wp-content/uploads/2022/05/Appeal-for-Clarification-of-Wage-Determination.pdf>

Any additional classifications may be requested through the Additional Wage Classification form available at <https://www.doli.virginia.gov/wp-content/uploads/2022/10/Request-for-Additional-Wage-Classification-10-2022.pdf>

Understand your duties as a contractor under Virginia law by referencing our Contractor Responsibilities information sheet available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/PREVAILING-WAGE-CONTRACTOR-RESPONSIBILITIES.pdf>

Your employees have specific rights, which can be found on our List of Employee Rights information sheet available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/PREVAILING-WAGE-EMPLOYEE-RIGHTS.pdf>

Any further questions should be directed to PrevailingWage@doli.virginia.gov