

## **ATTACHMENT C - SUPPLEMENTARY CONDITIONS**

The following items represent the Supplementary Conditions of the contract and shall be applied to this Project.

### **1. PERMITS BY COUNTY:**

The County will obtain and pay fees for the Building Construction Permit and Occupancy Permit. All other permits, including trade permits, shall be obtained and paid for by Contractor.

### **2. CONSTRUCTION PROGRAM MANAGEMENT SYSTEM**

The Contractor shall establish and maintain a web-based management system for reporting status and distribution of Contractor-developed documents. The management system shall be used to distribute all project documents i.e. submittals, requests for information (RFI's), proposed change orders (PCO's), approved change orders, weekly reports, weekly construction photos, Application for payments, meeting agendas, meeting minutes, schedules and updated schedules, Submittal, RFI and Change Order LOGS etc. The Contractor shall provide continuous access to the reporting system through an internet connection available to the County, Architect and other parties designated by the Project Officer, for purposes of hosting and managing Project communication and documentation until Final Completion.

- a. Provide the following web-based Project software package:
  - i. Submittal Exchange or approved equal

**No project documents will be transmitted via email.**

### **3. CONSTRUCTION SCHEDULE**

- a. Contractor shall prepare and distribute the project construction schedule after receiving the Notice to Proceed from the County.
  - i. Outline significant construction activities including major installations of work items, long lead items, milestones, substantial and final completion dates.

### **4. PROJECT MEETINGS**

Preconstruction Conference: The County will schedule and conduct a preconstruction conference before the contractor start of construction, at a time convenient to Contractor and Architect, at the period when the Contractor receive the Notice to Proceed from the County

- a. Agenda: Discuss items of significance that could affect progress, including the following:

- i. Responsibilities and personnel assignments.
- ii. Tentative construction schedule.
- iii. Phasing.
- iv. Critical work sequencing and long lead items.
- v. Designation of key personnel and their duties.
- vi. Lines of communications.
- vii. Use of web-based Project software.
- viii. Procedures for processing field decisions and Change Orders.
- ix. Procedures for RFIs and Submittals
- x. Preparation of Record Documents.
- xi. Use of the premises and existing building.
- xii. Work restrictions.
- xiii. Working hours.

#### 5. PROJECT PROGRESS MEETINGS

General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

- a. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
- b. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- c. Minutes: The general contractor shall be responsible for conducting meeting and recording and distributing significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

#### 6. CONSTRUCTION PHOTOGRAPHS

Engage a qualified photographer to take construction photographs with maximum depth of field and in focus.

Periodic Construction Photographs: Take 10 photographs weekly coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents. Owner will inform photographer of desired vantage points.

7. INTENT OF THE DRAWINGS AND SPECIFICATIONS:

- a. Examination of Site: Bidders are required to visit the site, to inform themselves of all conditions including work to be performed by other contractors. Failure to visit the site in no way relieves the successful bidder from the necessity of furnishing any materials and/or performing any work that may be required to complete this project in accordance with Drawings and Specifications.
- b. Any doubt as to whether any work is within the scope of the contract shall be resolved in favor of an interpretation that the work is within the scope of the contract

8. CHANGES IN THE WORK:

The allowable percentage markups for overhead and profits charge by the Contractor and sub-contractor as stated in the GENERAL CONDITIONS is the maximum percentage. Not all changes in the work will be approved for the maximum percentage markup. The contractor should substantiate in line item detail the labor hours

9. SUBSTANTIAL COMPLETION PROCEDURES:

- a. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- b. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- c. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
  - i. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
  - ii. Submit testing, adjusting, and balancing records.
  - iii. Complete startup testing of systems and initial system commissioning.
  - iv. Submit a digital copy of the "as-built" building drawings as approved by the Project Officer and receive written approval from the A/E of Record that the drawings are complete.
  - v. Acceptance of HVAC system performance including Building Automation Controls by Arlington County are required.
  - vi. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems as required by the documents.
  - vii. Submit a digital copy of operations and maintenance (O & M) manuals and warranties for review and to receive written approval from the A/E of Record that the manuals are complete.

- viii. After approval of O & M manuals and warranties by the A/E of Record, submit a digital copy and one printed folder with copies of operations and maintenance (O & M) manuals and all signed Warranties to the County representative.
  - ix. Submission of certificate of final inspection from city, county and/or state agencies in accord with applicable codes, laws and ordinances.
  - x. The Contractor is responsible for securing any (partial or full) occupancy permits required by local authorities. The County will pay for the approved occupancy permit
  - xi. Complete final cleaning requirements.
  - xii. Obtain inspection of fire protection system (sprinkler system) by the Fire Marshal's office and Owner's Insurance Rating Bureau plus correction of any deficiencies identified by Arlington County.
  - xiii. Provide electrical systems fully operating, inspection and acceptance by appropriate authorities.
  - xiv. All labeling shall be complete as required in the documents.
  - xv. All safety devices shall be fully operational.
- d. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- i. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
- e. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- i. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 10. FINAL COMPLETION PROCEDURES:

- a. Submittals Prior to Final Completion: Request final inspection for determining final completion, complete the following:
  - i. Submit a final Application for Payment
  - ii. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

## 11. TIME FOR COMPLETION

Owner Delay Accommodation: Contractor is to assume twenty (20) working days of 'Owner Delay', from the date of Notice to Proceed to date of Substantial Completion. The twenty (20) working days of Owner delay are the responsibility of the Contractor and shall be included as a component of the base contract. The contractor will not receive additional compensation monetarily nor by way of time extension, for the first twenty (20) working days of Owner Delay. To claim Owner delay, contractor must clearly indicate owner action or inaction on the critical path of the construction schedule. Additional Owner delay days beyond the twenty (20) working days indicated by this section will be dealt with as stipulated in the general conditions

The Contractor shall be entitled to an extension of time for changes only for the number of days which the Owner representative 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 that the contractor have strictly complied with the requirements of the Contract Documents and has clearly illustrated the effect of such delay on the Project's critical path. The burden of documentation lies with the Contractor.

The Contractor may only request additional monies for general conditions beyond the delay days allocated for in the Construction Documents and for delays demonstrated to be outside the Contractor's control. The allowable per day costs shall not exceed the amount indicated in the Contractor's Schedule of Values for the General Conditions divided by the number of contracted construction days. Requests for additional compensation associated with delays beyond the 20 Owner delay working days, shall not exceed an amount equal to the number of actual calendar days delayed multiplied by the allowable per day costs. Sub-contractors shall receive no additional general conditions

## 12. PUNCH LIST

The Contractor shall have thirty (30) days after the date of Substantial Completion to complete the work items contained in the Punch List. If the work is not completed within such thirty (30) day period, liquidated damages in the amount specified in the Invitation to Bid document will be deducted from the contract Sum until the date of Final Completion

The Owner may at any time, complete one or more items on the Punch List with its own forces or with such other contractors as it deems advisable and charge the account of the Contractor and its Surety thereof. This right of completion shall be in addition to, and not in lieu of, any remedy provided by another Section of these Contract Documents. In the event the Owner exercises its right hereunder to complete all items on a Punch List, the daily amount of liquidated damages shall not thereafter continue to be assessed for

that Punch List, although nothing herein shall be construed to eliminate or reduce the daily amount then accrued.

13. STAGING OF BUILDING MATERIAL

No material will be staged on the public sidewalks

14. PROTECTION OF NEW INSTALLED FINISHES

It is the responsibility of the contractor to protect the existing and new installed finish floor, walls, millwork and furnishings, at all times, until the completion of his construction. The contractor is responsible to replace, any or all, finishes that are damaged, chipped or scratched by the contractor or his sub-contractor. See also Specification Section 015000 Temporary Facilities and Controls on sheet G-002

15. USE OF NEW BUILDING RESTROOM

The new building restrooms shall not be utilized at any time by the contractor and sub-contractor's personnel. The contractor is responsible to provide an onsite temporary sanitary facility for use by the contractor and sub-contractor's personnel. See also Specification Section 015000 Temporary Facilities and Controls on sheet G-002

16. SUBCONTRACTOR ACCEPTANCE:

As stated in General Conditions, article 13 a, the Contractor shall provide the names of proposed subcontractors for review by the Project Officer. The Project Officer may object for cause if a proposed subcontractor is deemed unfit or incompetent. The County requires the HVAC subcontractor demonstrate competence for this Project by providing training certification and a statement of experience demonstrating a minimum of one year's experience and successful completion of startup and commissioning of HVAC system and components.

17. COVID PROTOCOL FOR CONSTRUCTION SITE

The following restrictions and requirements must be in place at the construction job sites subject to this SCP Protocol:

- a. Comply with all applicable and current laws and regulations including but not limited to OSHA and VA-OSHA. If there is any conflict, difference, or discrepancy between or among applicable laws and regulations and/or this Protocol, the stricter standard shall apply.
- b. Designate a site-specific COVID-19 supervisor or supervisors to enforce this guidance. A designated COVID-19 supervisor must be present on the construction site at all times during construction activities. A COVID-19 supervisor may be an on-site worker who is designated to serve in this role.
- c. The COVID-19 supervisor must review this SCP Protocol with all workers and visitors to the construction site.

- d. Establish a daily screening protocol for arriving staff to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exits to the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
- e. Practice social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the construction project.
- f. In the event of a confirmed case of COVID-19 at the jobsite, the following must take place:
  - i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
  - ii. Decontaminate and sanitize all surfaces at each location at which the infected worker was present. Provide those performing the decontamination and sanitization work with medical grade PPE, ensure the workers are trained in proper use of the PPE, require the workers to use the provided PPE, and prohibit any sharing of the PPE. Prohibit anyone from entering the possibly contaminated area, except those performing decontamination and sanitization work. Cease all work in these locations until decontamination and sanitization is complete.
  - iii. Each subcontractor, upon learning that one of its employees is infected, must notify the General Contractor and County representative immediately, and provide all of the information specified below. The General Contractor or other appropriate supervisor must notify the Public Health Department Communicable Disease Control (CD Control) immediately of every project site worker found to have a confirmed case of COVID-19, and provide all the information specified below. Follow all directives and complete any additional requirements by County health officials, including full compliance with any tracing efforts by the County.
- g. Information to be reported to CD Control regarding the jobsite:
  - i. Address of jobsite;
  - ii. Name of project, if any;
  - iii. Name of General Contractor; and
  - iv. General Contractor point of contact, role, phone number and email.
- h. Information to be reported to CD Control regarding the COVID-19 case(s):
  - i. First and last name;
  - ii. Date of birth;
  - iii. Phone;
  - iv. Date tested positive;
  - v. Date last worked;
  - vi. City of residence; and

- i. If the case is an employee of a subcontractor, please provide the following information:
  - i. Subcontractor;
  - ii. Subcontractor contact name;
  - iii. Subcontractor contact phone; and
  - iv. Subcontractor contact email.
- j. Information to be reported to CD Control regarding Close Contacts. For each reported case(s) above, please provide the following information (if you are reporting more than one positive case, please include the name of the positive case for each close contact):
  - i. Close contact's first and last name;
  - ii. Phone;
  - iii. City of residence; and
  - iv. Positive case name.
- k. A "Close Contact" in the workplace is anyone who meets either of the following criteria:
  - i. Was within 6 feet of a person with COVID-19 for a period of time that adds up to at least 15 minutes in 24 hours, masked or unmasked, when that person was contagious. People with COVID-19 are considered contagious starting 48 hours before their symptoms began until 1) they haven't had a fever for at least 24 hours, 2) their symptoms have improved, AND 3) at least 10 days have passed since their symptoms began. If the person with COVID-19 never had symptoms, then they are considered contagious starting 48 hours before their test that confirmed they have COVID-19 until 10 days after the date of that test.
  - OR
  - ii. Had direct contact for any amount of time with the body fluids and/or secretions of the Person With COVID-19 (for example, was coughed or sneezed on, shared utensils with, or was provided care or provided care for them without wearing a mask, gown, and gloves).
- l. Close contacts are high risk exposures and need to quarantine for a full 14 days due to the 14 day incubation period of the virus. Even if a close contact tests negative within 14 days of their last exposure to the case, they must continue quarantining the full 14 day period to prevent transmission of the virus.
  - i. Where construction work occurs within an occupied residential unit, separate work areas must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work

area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.

- ii. Prohibit gatherings of any size on the jobsite, including gatherings for breaks or eating, except for meetings regarding compliance with this protocol or as strictly necessary to carry out a task associated with the construction project.
- iii. VA-OSHA requires employers to provide water, which should be provided in single-serve containers. Sharing of any of any food or beverage is strictly prohibited and if sharing is observed, the worker must be sent home for the day.
- iv. Utilize personal protective equipment (PPE) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. At no time may a contractor secure or use medical-grade PPE unless required due to the medical nature of a jobsite. Face coverings must be worn in compliance with Health Officer Order No. C19-12c, issued July 22, 2020, or any subsequently issued or amended order.
- v. Prohibit use of microwaves, water coolers, and other similar shared equipment except as allowed by the Social Distancing Protocol (Appendix A).
- vi. Strictly control “choke points” and “high-risk areas” where workers are unable to maintain six-foot social distancing and prohibit or limit use to ensure that six-foot distance can easily be maintained between individuals.
- vii. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professional and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
- viii. Stagger trades as necessary to reduce density and allow for easy maintenance of minimum six-foot separation.
- ix. Discourage workers from using others’ work tools, and equipment. If more than one worker uses these items, the items must be cleaned and disinfected with disinfectants that are effective against COVID-19 in between use by each new worker. Prohibit sharing of PPE.
- x. If hand washing facilities are not available at the jobsite, place portable wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
- xi. Clean and sanitize any hand washing facilities, portable wash stations, jobsite restroom areas, or other enclosed spaces daily with disinfectants that are effective against COVID-19. Frequently clean and disinfect all high

- touch areas, including entry and exit areas, high traffic areas, rest rooms, hand washing areas, high touch surfaces, tools, and equipment.
- xii. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, phone number, address, and email.
  - xiii. **Post a notice** in an area visible to all workers and visitors instructing workers and visitors to do the following:
    - i. Do not touch your face with unwashed hands or with gloves.
    - ii. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
    - iii. Clean and disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
    - iv. Cover your mouth and nose when coughing or sneezing, or cough or sneeze into the crook of your arm at your elbow/sleeve.
    - v. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.
    - vi. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six feet at all times when not wearing the necessary PPE for working in close proximity to another person.
    - vii. Do not carpool to and from the jobsite with anyone except members of your own household unit, or as necessary for workers who have no alternative means of transportation.
    - viii. Do not share phones or PPE.

The above notice must be translated as necessary to ensure that all non-English speaking workers are able to understand the notice.

#### 18. PROJECT SIGN

Project sign is not required. However, if the contractor wants to install a temporary project sign, such signage shall conform to the signage policy

The Contractor shall apply for signage permit and install the project sign per following Signage requirements.

Applicable for temporary Project sign that the Contractor may install.:

Project Sign Color and Imagery: BLACK or BLUE lettering on WHITE background.

Imagery information, Content and Format will be given only to selected General Contractor, if needed.

Project Sign Size: 4' x 8'

Project Sign Material/Posting: Painted plywood sheet; sign shall not be illuminated

Location: Signs shall be posted during the general contractor's mobilization, close to the public site boundary as feasible. Signs shall be posted to face each of the public right of way forming the site boundary, centered within the site boundary.

Temporary project sign must be approved by the Project Officer. The Contractor will be responsible for maintaining the sign and removal at project completion.

19. SUBCONTRACTOR ACCEPTANCE

As required by General Conditions, Paragraph 15, the Contractor shall provide the names of proposed subcontractors for review by the Project Officer. The Project Officer may object for cause if a proposed subcontractor is deemed unfit or incompetent.

20. TRAFFIC CONTROL

The Contractor shall (if necessary) provide a traffic control plan and devices including qualified flagman during delivery of material and equipment or during performance of roof work and minor site work. Refer to Specifications.

21. SAFETY

The Contractor shall ensure that all personnel working and visiting any construction site and areas are issued and wear the appropriate safety equipment (hard hat, safety vest and harness when applicable), including mask or face covering.

22. CRANES

The Contractor shall secure all permitting and control of crane arrival, set up, operation, and departure from site. Crane size, number, and positions shall be determined as required to permit erection without damage to structures, roadways, and surroundings. The Contractor shall not swing the crane(s) over any occupied adjacent buildings nor playground areas/roads/streets that are not closed. Crane operation shall not impact the regular occupancy availability of the Recreation Center and the adjacent garage nor make streets impassable. Emergency vehicle access to all locations within the Recreation Center shall not be hindered.

23. LOCKOUT – TAGOUT SAFETY REQUIREMENTS

Contractor shall provide and generate Logout Tagout Procedures to comply with the following:

You shall provide procedures that shall be custom created (by Brady Corp) with all the essential elements for OSHA compliance.

These procedures shall be developed to establish the minimum requirements for the lockout of energy isolating devices whenever maintenance or servicing is done on machines or equipment. It shall include the process to ensure that the machine or equipment is stopped, isolated from all potentially hazardous energy sources and locked out before employees perform any servicing or maintenance where the unexpected energization or start-up of the machine or equipment or release of stored energy could cause injury.

Procedures shall be graphical indicating isolation Point Tags and installed at point of use.

Provide a reference binder with all the procedures.

Digital copies of the files shall be provided to be compatible Link 360 (created by Brady Corp.), no substitute.

Certifications: The Engineers shall be certified to develop procedures that ensures quality and safety. Engineers shall be certified to train new personnel

**Contact:**

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