

SPECIAL CONDITIONS

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

PROJECT DESCRIPTION

The general scope of work includes, but is not limited to, renovation of the 4th floor – the Juvenile & Domestic Relations (JDR) Courtrooms, JDR Clerks Office, the Intake Office, Holding Cells and all associated Conference rooms, Restrooms, Communication room and other ancillary rooms.

PROJECT SUMMARY

The work shall consist of Construction services for: (i) demolition; (iii) new construction will include renovation of most of the 4th floor and corresponding connection mechanical and electrical work on the 3rd floor.

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.

BUILDING MATERIAL HANDLING, DUMPSTER

All building materials and large tools must be brought to the floors being renovated using the secure Landing dock located at the back of Courts-Police building off Troy Street. The Contractor workers using this secure Loading Dock must be badge. After off-loading materials, vehicles must exit the loading dock area. Vehicles cannot remain parked at the Loading dock.

Dumpster for building trash can be placed in a marked space on Troy Street in the rear of the building. Permit for dumpster must be applied for by the contractor. No material will be staged on the public sidewalks. Delivery of materials can occur at any time.

WORK HOURS RESTRICTIONS- 4TH FLOOR

All interior work must be supervised and coordinated around nearby Courtrooms schedules. The Contractor shall not perform “noisy” construction activities between the hours from 9:00 AM and after 5:30PM on weekdays, when the 3rd floor courtrooms are in session. Noisy work can include i.e. cutting, drilling, hammering, sawing, loud stapling, dropping of tools or materials. There are no restrictions on weekend work hours and County legal holidays.

The contractor shall include one month of off-hours work in their cost to account for completion of demolition work on the 4th floor and other noisy work.

WORK HOURS RESTRICTIONS- Partial 3RD FLOOR

Renovation work of the mechanical system on the 3rd floor can only be executed on weekends. This installation can start on Friday after 5:00PM and must be completed in time for work at 7:00AM on Monday. All construction debris, material, tools must be removed from public and private areas where employees will be working. The contractor is advised to cover employees’ desk, office equipment, floors where this work will be performed, and to clean these areas in time for the start of the employees’ work week.

Office hours are from 7:00AM to 5.00PM.

The air-handling system located on the 3rd Floor will be replaced during this renovation. Both the old and replacement air-handling equipment shall be removed and replaced through the window of the 3rd floor Mechanical room using equipment moving crane etc.. It will be necessary to apply for temporary road closure permit during this operation.

SECURITY: SECURE BUILDING PROTOCOL:

The **Courts – Police Building** is a secure facility. Hence contractors working in this facility must fill-out a background check form.

Forms will be given to the successful responsible and responsive contractor before the start of the construction to give enough time for the information to be checked. We suggest that the Contractor Project Manager, Superintendent, GC foremen and sub-contractors' foreman(s) shall apply and obtain County security clearance, and County Identification badge. The Project Officer will make arrangements for this with the Sheriff's Office after award.

PARKING FOR CONSTRUCTION VEHICLES

Parking passes for construction vehicles will be limited to two authorized vehicles that are marked and related to the Construction company. All other construction workers' vehicles must utilize the paid public surface parking located off Courthouse Road across from the Courts-Police & Detention Center buildings.

USE OF 4th FLOOR RESTROOMS

The contractor's personnel can use the existing Restroom on the 4th floor only. However, the contractor **shall be responsible** to provide the necessary toiletries for use by his team. Restroom shall be regularly clean. Restroom shall be returned to the 4th floor at the end of construction in the same level of cleanliness and as equipped with the same toiletry as the contractor received it. Any fixtures broken during the contractor's period of use shall be replaced with fixture of the same quality, standard and manufacturer or approved equal.

See specification section #015000 – Temporary Construction Facilities, Utilities and Controls.

PROTECTION OF EXISTING FINISHES

The contractor must install floor protection and in some cases wall protection of existing surfaces to remain throughout the areas of the 3rd floor, 4th floor and G-level where you are using to move building material and construction tools/equipment to and from these floors, before construction begins. These areas will include but not limited to *elevator lobbies* and *hallways*. Protection at the 'G' level shall be from the elevator lobby to the entry of the sallyport which takes you to the loading dock.

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. Provide one of the following web-based Project software packages;

- a. Submittal Exchange, Procore or approved equal

No project documents will be transmitted via email.

PROJECT PROGRESS MEETINGS

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

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.

Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

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. See specification section #013100 – Project Management and Coordination.

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.

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

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

SUBSTANTIAL COMPLETION PROCEDURES

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.

- a. 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.
- b. Submit testing, adjusting, and balancing records.
- c. Complete startup testing of systems and initial system commissioning.
- d. Three sets of 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.
- e. Acceptance of HVAC system performance including Building Automation Controls by Arlington County.
- f. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems as required by the documents.
- g. Submit operations and maintenance manuals and receive written approval from the A/E of Record that the manuals are complete.
- h. Submission of certificate of final inspection from city, county and/or state agencies in accord with applicable codes, laws and ordinances.
- i. The Contractor is responsible for securing any (partial or full) occupancy permits required by local authorities.
- j. Complete final cleaning requirements.
- k. 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.
- l. Provide electrical systems fully operating, inspection and acceptance by appropriate authorities.
- m. All labeling shall be complete as required in the documents.
- n. All safety devices shall be fully operational.

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.

- o. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

Final Design Inspection: Submit a written request for final design 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 a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- p. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

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

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

- a. 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.

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.

SUBCONTRACTOR ACCEPTANCE:

As stated in 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. 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.

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.

TRAFFIC CONTROL

The Contractor shall (if necessary) provide a traffic control plan and devices including qualified flagman during delivery of large equipment or during performance of 3rd Floor Mechanical Room work. Refer to Plans and Specifications.

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.

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.

HVAC COMMISSIONING REQUIREMENTS:

The Contractor shall comply with all the HVAC Commissioning requirements of HVAC Commissioning specification in these contract documents. Failure to comply with the Commissioning requirements outline for the final Commissioning Inspection visit will result in a re-inspection Commissioning visit. Any re-inspection due to installation requirement failure will be at the expense of the general contractor. This is related to Specs Section 230800

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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