



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
(703) 228-3410

REQUEST FOR PROPOSALS NO. 22-DES-RFPPW-672

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY UNTIL 12:00 P.M. ON THE 8TH DAY OF MAY, 2023 FOR:

ARLINGTON WATER POLLUTION CONTROL PLANT PHASE 10C/D – COMPREHENSIVE BIOSOLIDS UPGRADE PROJECT (SHORT TITLE: BIOSOLIDS UPGRADES)

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

**ONLY THE PREQUALIFIED FIRMS UNDER THE COUNTY'S REQUEST FOR QUALIFICATIONS No. 22-DES-RFQ-672 ARE PERMITTED TO SUBMIT A PROPOSAL IN RESPONSE TO THIS SOLICITATION.**

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA BEFORE CONTRACT AWARD (REFER TO [AUTHORITY TO TRANSACT BUSINESS](#) SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

**MANDATORY PREPROPOSAL CONFERENCE**

A virtual mandatory preproposal conference will be held at **11:30 a.m., March 9, 2023** on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click [here](#), or join by dialing [+1 347-973-6905](#) and enter Conference ID **56054194#**. **ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS MANDATORY IN ORDER TO BE CONSIDERED AS AN OFFEROR.** Responses will be accepted only from those Offerors who

are represented at the conference. **Offerors arriving at the preproposal conference after 11:40 a.m. (or 10 minutes after 11:30 a.m.; the meeting start time) on March 9, 2023 will not be recorded as in attendance and your offer will not be considered.** Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum.

Offerors desiring to attend the preproposal conference should register via the Vendor Registry “Pre-Bid Sign Up” tab by 3:30 p.m. on March 8, 2023. If Vendor Registry does not permit this, the registered account holder should email [mhurley1@arlingtonva.us](mailto:mhurley1@arlingtonva.us) with the list of members who plan to attend the mandatory preproposal conference.

#### **MANDATORY PREPROPOSAL SITE VISIT**

The County will hold mandatory pre-application site visits on **March 9, 2023 at 2:00 p.m.** and **March 10, 2023 at 10:30 a.m.** at **3402 S Glebe Rd, 2<sup>nd</sup> Floor, Arlington, VA 22202 in Room 208.** **OFFERORS MUST ATTEND ONE OF THE TWO MANDATORY PRE-PROPOSAL SITE VISITS. PROPOSALS WILL BE ACCEPTED ONLY FROM THOSE OFFERORS WHOSE COMPANY IS REPRESENTED AT THE PRE-PREPROPOSAL SITE VISITS.** Offerors arriving at the site visit after 2:05 p.m. on March 9, 2023 or after 10:35 a.m. on March 10, 2023 will not be recorded as in attendance and your proposal will not be considered.

Offerors desiring to attend the preproposal site visit should register via the Vendor Registry “Pre-Bid Sign Up” tab by 3:30 p.m. the day prior to each mandatory pre-proposal site visit date. If Vendor Registry does not permit this, the registered account holder should email [mhurley1@arlingtonva.us](mailto:mhurley1@arlingtonva.us) with the list of members who plan to mandatory pre-proposal site visit.

Questions will not be answered during the site visit. All questions shall be submitted online using Vendor Registry.

**A maximum of eight (8) people may attend from each company.** Face coverings, social distancing, and other COVID-19 precautions will be enforced during each site visit in accordance with state and CDC guidelines.

**ATTENDEES MUST ALSO BRING PROTECTIVE EQUIPMENT (PPE) TO THE SITE VISIT (I.E. HARD HAT, SAFETY GLASSES, CLOSED-TOE SHOES, AND LONG PANTS).**

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia  
Office of the Purchasing Agent

Meloni Hurley, VCA, VCO, CPPO  
Assistant Purchasing Agent  
[mhurley1@arlingtonva.us](mailto:mhurley1@arlingtonva.us)

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## **I. INTRODUCTION TO EVALUATION PROCESS**

Arlington County, Virginia, is soliciting proposals from the prequalified Offerors having experience and abilities related to the Design Build process as specified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate the written technical proposals based on the criteria identified in this solicitation and select those Offerors deemed to be fully qualified and best suited among those submitting proposals for further consideration, which may include, but may not be limited to, review of references and oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals, and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

### **MANDATORY REQUIREMENTS**

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

## II. INFORMATION FOR OFFERORS

### 1. SOLICITATION SCHEDULE

#### RFP No. 22-DES-RFPPW-672 – TENTATIVE SCHEDULE

RFP ISSUANCE	FEBRUARY 21, 2023
<b>MANDATORY PREPROPOSAL CONFERENCE</b>	<b>MARCH 9, 2023 at 11:30 A.M.</b>
<b>MANDATORY PRE-PROPOSAL SITE VISIT</b>	<b>MARCH 9, 2023 at 2:00 P.M. OR MARCH 10, 2023 at 10:30 A.M.</b>
QUESTION DEADLINE	APRIL 24, 2023 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	APRIL 28, 2023
<b>PROPOSALS DUE</b>	<b>MAY 8, 2023 at 12:00 p.m.</b>
ORAL PRESENTATIONS	TBD
CONTRACT AWARD	TBD

### 2. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of RFP No. 22-DES-RFPPW-672. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY APRIL 24, 2023, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.**

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

### 3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

### 4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity

acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

**5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**

This solicitation is a competitive negotiation for acquisition of construction on a not-to-exceed price design build basis, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

**6. PREVAILING WAGE CONTRACT FOR CONSTRUCTION SERVICES**

The construction services of this solicitation and the resulting contract are subject to Prevailing Wage provisions covered under Article 4-104 of the Arlington County Purchasing Resolution. All employees of any contractor or any subcontractor working on the contract shall be paid wages, salaries, benefits, and other remuneration at or above the craft or trade category prevailing wage rate indicated by Virginia Commissioner of Labor and Industry (DOLI) and as listed in the contract. The County will request from DOLI a wage determination at solicitation posting and a final wage determination at contract award. If the final wage determination changes at contract award, the Offeror shall submit their revised proposal pricing to comply with the final wage determination from DOLI. By submitting a response to the solicitation, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, also comply with the prevailing wage provisions. (Refer to draft Contract Terms and Conditions for further Prevailing Wage details specific to this solicitation/contract.)

**7. NOTICE OF DECISION TO AWARD**

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

**8. TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

**9. FINANCIAL STATEMENT**

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original

Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

**10. DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred, enjoined, or suspended from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred, enjoined or suspended from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

**11. CONFLICT OF INTEREST STATEMENT**

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

**12. AUTHORITY TO TRANSACT BUSINESS**

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

The County reserves the right to waive this requirement at any time, for any reason.

**13. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

**14. EXCEPTIONS TO TERMS AND CONDITIONS**

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are non-negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms or any other provisions of the Contract Documents and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

**15. INSURANCE REQUIREMENTS**

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

**16. ARLINGTON COUNTY BUSINESS LICENSES**

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**17. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well.

**18. VIRGINIA CONTRACTOR LICENSE**

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required. The Offeror awarded the contract resulting from this solicitation is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

**19. SURETY REQUIRED**

Companies who wish to implement digital signatures during the COVID-19 public health emergency may do so, along with a SURETY BOND SEAL ADDENDUM which contains an electronic corporate seal and states the following:

"Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, [Surety Company] has authorized its Attorney-in-Fact to affix [Surety Company's] corporate seal to any bond executed on behalf of [Surety Company] by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of [Surety Company] by its Attorney-in-Facts, [Surety Company] hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond."



A. PERFORMANCE SURETY:

A fully completed and properly executed original Performance Bond in the amount of 100% of the Guaranteed Maximum Price ("GMP") will be required of the successful Offeror as a condition of Contract award to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount through the completion of the Contract, including all warranty and guarantee periods.

B. PAYMENT BOND:

A fully completed and properly executed original Payment Bond in the amount of 100% of the GMP, will be required of the successful Offeror as a condition of Contract award to ensure payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Payment Bond shall be renewable annually in the original amount for the duration of the Contract.

C. ALTERNATE SURETY:

If approved by the County Attorney, an Offeror may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

**20. ELECTRONIC SIGNATURE**

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

### **III. SCOPE OF WORK**

*THE LANGUAGE OF THE SCOPE OF WORK WILL BECOME ATTACHMENT A (SCOPE OF WORK) TO THE AGREEMENT*

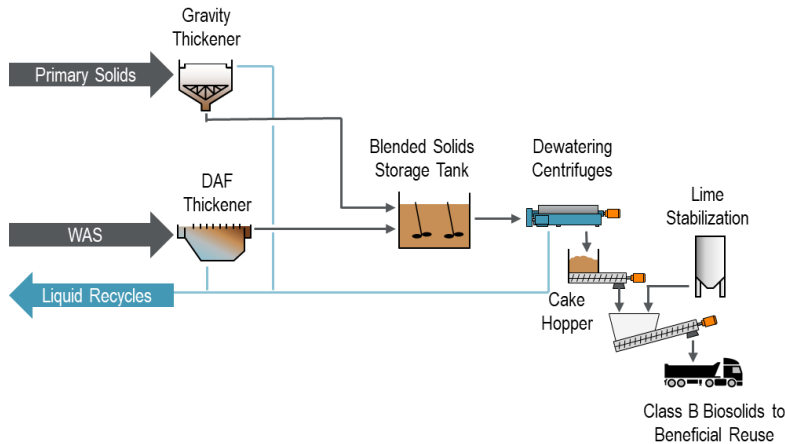
This Scope of Work defines the Work required for the successful Design-Builder (hereinafter referred to as “Contractor”) to implement the new biosolids management facilities (hereinafter referred to as the “Project” or “Biosolids Upgrades”) at the Arlington County Water Pollution Control Plant (WPCP) located at 3402 S. Glebe Road, Arlington, VA 22202. The County has developed conceptual documents (hereinafter named “RFP Plans”) for the Biosolids Upgrades as Attachment B. The RFP Plans represent 5-10% design documents for the Project. The County seeks to work collaboratively with the Contractor to make decisions, finalize the design, implement construction, and commission the Biosolids Upgrades. Arlington County’s current proposed Capital Improvement Program value for this Project (Phase 10 C/D) is approximately \$175 million.

#### **A1. GENERAL INTENT**

**A1.1 Project Background.** Arlington County has an advanced wastewater treatment plant with enhanced nutrient removal to meet stringent discharge permit limits. The permitted capacity of the WPCP is 40 million gallons per day (mgd) with a current average daily flow of approximately 21 mgd. The existing Arlington WPCP liquid treatment process generally includes:

- Preliminary treatment (screenings and grit removal)
- Primary settling with ferric chloride addition for phosphorus removal
- Primary effluent flow equalization
- Step-feed activated sludge process for nutrient removal
- Secondary clarification
- Effluent denitrification filters
- Sodium hypochlorite disinfection
- Sodium bisulfite dechlorination
- Associated wet weather facilities
- Associated ancillary facilities

Solids are produced from the primary settling tanks and waste activated sludge (WAS) from the activated sludge process. The existing solids handling processes include thickening, dewatering, and Class B lime stabilization as depicted in the figure below.

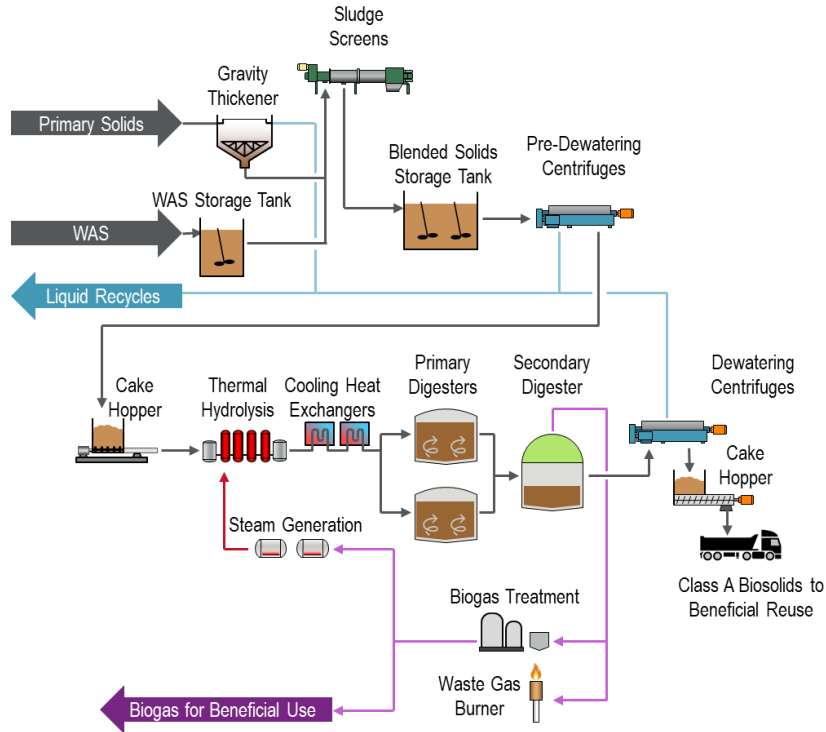


**A1.2 Project Description.** The Biosolids Upgrades includes the following key components. The Biosolids Upgrades shall be constructed within a constrained site with limited areas for laydown, staging, and contractor parking. The existing treatment processes will need to remain in operation during construction, or temporary facilities will need to be put in place.

- Liquid solids storage tanks
- Solids screens
- Pre-dewatering facility in either new building or repurposed existing dewatering building
- Thermal hydrolysis process (THP) (equipment to be pre-selected by Arlington County)
- Primary and secondary anaerobic digesters
- Final dewatering facility to be housed in a new building
- Biogas treatment
- Steam generation
- Odor control
- All ancillary (electrical, HVAC, plumbing, fire protection, instrumentation, etc.) facilities to make a complete and functional operating facility.

The Contractor shall include all work required to implement the Biosolids Upgrades including, but not limited to, the engineering, design, construction, startup, and initial maintenance and operation necessary to add sustainable equipment and systems to effectively recover the County’s renewable resources, produce a Class A biosolids product, and most efficiently utilize the biogas. The Contractor shall be responsible for the performance of the new solids handling processes, including meeting pre-defined performance metrics.

The overall process flow diagram for the Biosolids Upgrades is shown in the figure below.



The Biosolids Upgrades shall run efficiently at expected start-up process conditions. The following flows and solids production have been established for the new solids handling processes:

- **Start-up, 2028:** 23.0 mgd, 30.7 dry tons per day (dtpd) average pre-dewatered solids
- **Design year, 2052:** 30.8 mgd, 41.1 dtpd average pre-dewatered solids
- **Build-out:** 40.0 mgd, 56.1 dtpd average pre-dewatered solids

The Biosolids Upgrades shall be designed to process the expected design year (2052) solids production, with space allocated for additional facilities to process the solids production at build-out conditions.

**A1.3 Project Mission Statement and Goals.** The Contractor shall adhere to the following mission statement for the Project:

*Upgrade resource recovery facilities to produce Class A biosolids and renewable energy, maximizing sustainability and community acceptance. Collaborate with team members to select and implement processes that are safe, reliable, and financially responsible throughout planning, design, construction, operations, and maintenance.*

The County has established the following overarching goals for the project. The Contractor shall consider the goals throughout the implementation of the Project.

1. **Produce a Class A Exceptional Quality (EQ) end product:** high-quality, low-odor product suitable for beneficial use and reduced risk of regulatory impact for land application. **Note:** the County will separately be developing marketing plans for the Class A EQ end product.
2. **Recover biogas for beneficial use:** recovering and beneficially using renewable resources to help achieve County-wide sustainability goals
3. **Provide ease of maintenance and repairs:** easy to work with equipment, updated technology with high efficiency, and long-term ability to find replacement parts
4. **Keep safety in mind:** throughout process, design, construction, and ongoing operations
5. **Apply proper process selection and configuration:** appropriate choice of processes, well-designed and coordinated across the entire system, reliable with adequate redundancy
6. **Implement an open, transparent, and collaborative process between all team members**
7. **Achieve and maintain community acceptance:** maintain “good neighbor” status, including during construction, and produce an outcome that is an asset to the community
8. **Implement cost-effective solutions:** make the most out of the investment
9. **Develop operator friendly solutions:** comprehensive training on reliable and accessible equipment with clear operations and maintenance (O&M) and troubleshooting guidance
10. **Design for long-term reliability:** eliminate nuisance-causing, aging equipment and processes
11. **Actively engage staff throughout process:** during design, construction, startup, and training
12. **Ensure that staff are well prepared to operate and maintain the new processes:** via comprehensive training, ample transition time, and appropriate staffing levels for new systems

**A1.4 RFP Plans and Reference Package.** The RFP Plans (Attachment B) are included with this solicitation. The RFP Plans establish the technical scope, minimum design criteria, County preferences, and County requirements for the Work. The RFP Plans furnished by the County are preliminary and subject to stated limitations and reservations.

The RFP Plans include the following:

1. **Facilities Plan and Drawings:** The Facilities Plan (FP) establishes the technical scope and design criteria for the Project. The FP Appendices document all of the evaluations provided to date. The FP is an all-encompassing document for the Arlington Re-Gen Program. Work associated with the Gravity Thickeners described in the FP will be completed by others.

2. Early Work Documents: The Early Work Documents provide additional details on the projected scope of the Early Work to facilitate development of a preliminary guaranteed maximum price (GMP) for this work. The following are included with these documents:
  - a. Preliminary Drawings
  - b. Preliminary Specifications
  - c. Preliminary Geotechnical Report, with a focus on information needed to design supported excavation
  - d. AutoCAD survey file
3. General Requirements: The General Requirements include specifications that define specific aspects of the Design-Build work.
4. Virginia Pollutant Discharge Elimination System (VPDES) Permits
5. WPCB Contractor Safety Standard

The RFP Plans further specify that the Contractor must implement the following Biosolids Upgrades scope requirements:

<b>Item</b>	<b>Notes</b>	<b>RFP Plans and Scope Reference</b>
<b>Utility Relocation</b>	Relocation of drain and chemical facilities to allow for demolition of abandoned structures.	FP Section 17 FP Section 22 Early Work Documents
<b>Demolition of Abandoned Facilities</b>	Demolition of existing Bio-Building and abandoned digesters.	FP Section 22 Early Work Documents
<b>Site Preparation and Supported Excavation</b>	Preparation for construction while maintaining access for operations, taking into account the topography of the site.	FP Section 17 Early Work Documents
<b>Site Investigations</b>	Geotechnical exploration and site survey to confirm design conditions.	FP Section 17 Early Work Documents Design Confirmation
<b>Solids Storage Tanks</b>	Un-thickened and thickened solids storage (four separate tanks).	FP Section 7
<b>Solids Screening</b>	Screening of all solids and collection of screenings for disposal.	FP Section 6
<b>Pre-Dewatering</b>	Pre-dewatering centrifuges and associated equipment. The Contractor shall work with County on the final determination if these should be in a new building or within the existing dewatering building.	FP Section 8
<b>Pre-Dewatered Cake Storage and Thermal Hydrolysis Process (THP) Feed</b>	Cake storage to allow for wide spot between pre-dewatering and THP feed, with progressive cavity pumps for feeding the THP system.	FP Section 8 FP Section 9
<b>Thermal Hydrolysis Process (THP)</b>	THP including all relevant interconnections and steam generation facilities. Arlington County will be pre-selecting the THP equipment vendor concurrently with this	FP Section 9 FP Section 10

<b>Item</b>	<b>Notes</b>	<b>RFP Plans and Scope Reference</b>
	solicitation.	
<b>Anaerobic Digestion (AD) Facilities</b>	Two primary digesters and one secondary digester, with biogas membrane storage. Provisions for a fourth digester in the future. Final site location is to be developed.	FP Section 11 FP Section 12
<b>Final Dewatering Facilities</b>	New building with final dewatering centrifuges and associated equipment, with cake storage and drive-through truck loading.	FP Section 13
<b>Biogas Handling Systems</b>	All components to safely convey biogas and treat for ultimate beneficial use.	FP Section 14
<b>Odor Control Facilities</b>	Best available technology to maintain good neighbor status.	FP Section 15

Additionally, the RFP Plans further include, but do not limit, the following design and construction disciplines for the Biosolids Upgrades.

<b>Item</b>	<b>Notes</b>	<b>RFP Plans and Scope Reference</b>
<b>Civil/site</b>	Grading, supported excavation, utilities, stormwater, surveying	FP Section 17
<b>Geotechnical</b>	Investigation, deep foundation design, and installation	FP Section 17 Design Confirmation
<b>Architectural</b>	Match existing architectural character, code compliance, sustainability	FP Section 18
<b>Structural</b>	Foundations, water-containing structures, multi-story construction, code compliance	FP Section 18
<b>Process mechanical</b>	Hydraulics, pumping, mixing, dewatering, biogas handling, steam handling, material handling, pipe design	FP Sections 5-15 General Requirements
<b>Heating, ventilation and air conditioning</b>	Code compliance, determination of conditioned spaces, sustainability	FP Section 18
<b>Plumbing</b>	Code compliance	FP Section 18
<b>Life-safety and fire protection</b>	Code compliance	FP Section 18
<b>Electrical</b>	Medium-voltage distribution, low-voltage distribution, electrical systems design, code compliance	FP Section 19

Item	Notes	RFP Plans and Scope Reference
Instrumentation and process control	Instruments, process control, system integration services, startup and testing	FP Section 20

The RFP Reference Package (Attachment C) is included with this solicitation and includes the following:

1. As-Built Drawings
2. 31<sup>st</sup> Street South Parking Lot Site Plan
3. THP/AD Pilot Study Documentation
4. Previous Hazardous Materials Investigations
5. FRP Inspection Report dated August 23, 2022
6. Arlington Plant Data
7. WPCB Contractor Safety Brochure
8. WPCB Stormwater Pollution Prevention Plan
9. WPCB Spill Prevention, Control and Countermeasures Plan

**Note:** The RFP Reference Package is for information only and is not to be considered Contract Documents. The Contractor shall conduct its own research into the existing facilities and sub-surface conditions prior to completing design.

**A1.5 Design Standards.** The design and construction work for the Project shall be performed in accordance with the RFP Plans, applicable federal and state laws, and Arlington County Standards, Specifications, and Reference Materials to include, but to not be limited to, the documents listed herein. The Contractor must verify and use the latest version of the documents listed herein as of the date of the issuance of this RFP or the latest RFP Addenda. Where conflicts exist between the Design Standards listed below, the most stringent requirement shall apply.

If during the course of the design, the Contractor determines that a specific Standard, Specification, or Reference Material is required but is not listed herein, it is the responsibility of the Contractor to identify the pertinent Standard, Specification, or Reference Material and submit it to the County, as applicable, for review and approval prior to inclusion in the Contract Documents.

The standards and references for the Project are listed below in the following order: (a) Standards and Specifications; (b) Reference Materials. Items (a) and (b) are published references that are available publicly, for which copies are not provided to the Offerors in Attachment B, but these items are to be used as manuals for design and construction.

**(a) Standards and Specifications**

- [Arlington County Code](#)
- [Arlington County Zoning Ordinance](#)
- [Arlington County DES Construction Standards and Specifications](#)
- [Arlington County Stormwater Management Ordinance](#)
- [Arlington County Stormwater Manual](#)
- [Arlington County CADD Standards and Guidelines](#)
- [Arlington County Land Disturbing Activities \(LDA\) Permit Information](#)



**(b) Reference Materials**

- American Concrete Institute (ACI)
- American Iron and Steel Institute (AISI)
- American National Standards Institutes (ANSI)
- American Society of Heating, Refrigerating and Air Conditioning Engineers(ASHRAE)
- American Society of Mechanical Engineers (ASME)
- American Society for Testing and Materials (ASTM)
- American Welding Society (AWC)
- Institute of Electrical and Electronics Engineers (IEEE)
- InterNational Electrical Testing Association (NETA)
- National Electric Code (NEC)
- National Electrical Manufacturer’s Association (NEMA)
- National Fire Protection Agency (NFPA)
- National Institute of Standards and Technology (NIST)
- Society for Protective Coating (SSPC)
- Standards of Hydraulic Institute (HI)
- Standards of American Water Works Association (AWWA)
- Underwriters Laboratories (UL)
- Other Codes, Standards and Reference Manuals as referenced in the Facilities Plan and General Requirements

**A1.6 Contractor’s Duties.** The Contractor’s work shall be divided into two phases: (i) the Design Confirmation Phase and (ii) the Implementation Phase.

**Phase 1: Design Confirmation Phase.** During the Design Confirmation Phase, the Contractor will meet with County representatives and other stakeholders to discuss the RFP Plans and incorporate any revisions to the RFP Plans that may be requested by the County or recommended by the Contractor and agreed to by the County. At the conclusion of the Design Confirmation Phase, the County and the Contractor will have agreed on a Basis of Design, which will form the basis for the iterative design process that will follow during the Implementation Phase.

**Phase 2: Implementation Phase.** The Implementation Phase will have three stages: the Early Work Design Implementation Stage, Design Implementation Stage (including Pre-Construction Services), and the Construction Implementation Stage (the “Implementation Stages”).

During the Early Work Design Implementation Stage, the Contractor will: (i) finalize the design and budget for the Early Work; and (ii) develop, negotiate, and agree on a GMP for the Early Work.

During the Design Implementation Stage the Contractor will: (i) advance the design and budget for the Main Project in iterative steps, each involving the review and input of the Project Officer, such that at the end of this stage, the Contractor will have produced, and the Project Officer will have approved, a full set of plans and specifications necessary to construct the Project in accordance with the requirements of the Contract (such approved documents will be the “Issued for Construction (IFC) Set”; (ii) submit for and receive all necessary permits and approvals from local, state, and federal authorities (the “Code Officials”); and (iii) provide pre-construction services, including development of various Construction Management Plans and development, negotiation, and agreement of a Guaranteed Maximum Price (GMP) for each phase of the work.

During the Construction Implementation Stage, the Contractor shall construct, start-up, and commission the Project (Early Work and Main Project) in accordance with the IFC Sets and the Contract Documents.

**A1.7 Design Professionals.** The Contractor shall, in a manner consistent with applicable state licensing laws, provide the necessary design services, including architectural, engineering, and other design professional services, during all project phases through its use of qualified and licensed design professionals employed or subcontracted by Contractor (“Design Professionals”). The Contractor shall be responsible for the quality and soundness of the Design Professional services, including responsibility for all acts and omissions of the Design Professionals.

**A1.8 Order of Work.** The Contractor has been selected, in part, based on its experience with managing design-build projects and managing the design process. It is understood that with respect to any specific element of Work, such element of Work will proceed sequentially through the Implementation Stages in the order described herein (i.e., each such element of Work shall proceed through the Design Confirmation Stage, Design Implementation Stage, and then the Construction Implementation Stage). It is understood, however, that different elements of Work may be in different Implementation Stages at the same time, and in this sense, the Work which the Contractor performs may overlap the Implementation Stages.

**A1.9 Guaranteed Maximum Price Contract.** This Agreement is a guaranteed maximum price (GMP) contract. Adjustments to the GMP can only be made in accordance with the terms of this Agreement. See Section A5.3 for further details.

**A1.10 Compliance with Design Criteria Documents.** The Contractor must design and construct the Project in accordance with all Contract Documents, which includes the RFP Plans (Attachment B) and Scope of Work as described herein. Accordingly, all of the documents required to be produced during the Design Confirmation Phase and Design Implementation Stage must conform to the Design Criteria, unless otherwise approved in writing by the County.

## **A2 PROJECT MANAGEMENT**

**A2.1 General.** The Contractor shall manage and administer the Project in accordance with the below requirements.

1. Manage and administer the Project to provide oversight of the design, value engineering, construction reviews, permitting, scheduling, cost estimating, invoicing, and progress reports.
2. *Monthly Progress Reports.* Prepare and submit reports with application for payment for Work completed during the prior pay period. Include an earned value analysis with the monthly progress reports. Compare the earned value to actual expenditures for the pay period and overall duration for each major work area.
3. *Draft Design submittals:* Provide seven (7) printed copies to County and one electronic copy in Adobe PDF format saved to e-Builder. Provide notice to the County when documents are submitted for review.
  - a. The County will review draft submittals and consolidate review comments.

- b. Review comments and record responses and/or actions shall be resolved within seven (7) calendar days of receiving comments. Comments requiring further discussion or work to resolve shall be brought to the attention of the County within the same seven (7) calendar days.
- 4. *Final Design Submittals*: Provide seven (7) printed copies and an electronic copy in Adobe PDF format saved to e-Builder.
- 5. *Documents and Formats*
  - a. Reports and Specifications provided in the latest versions of Microsoft Word and Adobe Acrobat.
  - b. Drawings provided in the latest versions of AutoCAD and Revit, Navisworks and Adobe Acrobat.
  - c. Schedule provided in the latest version of Microsoft Project and Primavera P6 scheduling software.
  - d. Cost Estimates provided in the latest version Adobe Acrobat and native file shall be used to develop the estimate.
- 6. *Scheduling Meetings*: The Contractor shall schedule meetings a minimum of 21 days in advance, provide an agenda one week in advance, and provide presentation materials for the meeting 48 hours in advance. The Contractor shall record meeting notes and distribute draft notes within seven (7) days for review and comment to the County.
- 7. Utilize e-Builder for functions as directed by the County. Functions include, but are not limited to, uploading the following:
  - a. Deliverables
  - b. Monthly progress reports
  - c. Invoicing
  - d. Construction submittals, requests for information, and other documentation

**A2.2 Project Management Plans.** The Contractor shall submit Project Management Plans for the Project in accordance with the below requirements. All Project Management Plans shall be submitted to the County for review within 90 days of the Notice to Proceed (NTP) and revised per County comments. The Contractor shall document all responses to County comments in a comment response log.

- 1. *Project Management Plan (PMP)*. The Contractor shall develop a plan that clearly shows how the Project will be managed and executed. Plan should include a Quality Management Plan (QMP) that describes the design QA/QC program as discussed in Section A2.3.
- 2. *Communications Plan*. The Contractor shall develop a plan that clearly shows how the Project communication will be conducted. The Communications Plan shall include a procedures and escalation matrix for issue resolution.
- 3. *Cost Modeling Plan*. The Contractor shall develop and maintain a Cost Model Plan for the overall Project budget. The Cost Model Plan shall be updated and tracked to ensure Project is tracking within budget.
- 4. *Building Information Modeling (BIM) and Asset Management Plan*. The Contractor shall develop a BIM execution plan.
  - a. At a minimum, all discipline design work excluding civil shall be completed in BIM (Revit software system, 2020 or later). Some drawings that are generated using 2D AutoCAD in

- nature are acceptable, such as General, Demolition, Process and Instrumentation Diagrams (P&IDs), etc. All civil design work shall be completed in AutoCAD Civil 3D.
- b. The Contractor shall identify key staff roles and responsibilities, including the BIM model manager and key design staff with BIM responsibilities.
  - c. The Contractor shall assign facility numbering convention with input and approval of County.
  - d. The Contractor shall identify asset management and data requirements.
  - e. The Contractor shall describe electronic and hard copy deliverable requirements.
  - f. The Contractor shall identify how 3-D models will be reviewed and provided to the County for review.
5. *Change Management Register*. The Contractor shall document scope and schedule changes associated with completion of Work by using a Decision Log, which describes the major issues that arise during the Design Confirmation and Implementation Stages, and provide a status of each item for County to review during the core team meetings.
  6. *Risk Register*. The Contractor shall develop and maintain a risk register. The Contractor shall update the risk register monthly and submit it with the monthly progress report for review in every other core team meeting.
  7. *Permitting Plan*. The Contractor shall develop a permitting and regulatory approval plan that identifies all necessary information required for permit approval, including but not limited to applications, permits, documents, and forms as required by Governmental Bodies, Utilities, and other authorities with jurisdiction. The Contractor shall incorporate the approval times for permits (as defined in the Permitting Plan) in the schedule.

**A2.3 Design Quality Assurance and Quality Control (QA/QC).** Notwithstanding any quality assurance provided by the County or its agents, the Contractor is responsible for the design quality of the Project. The Contractor shall ensure design documents are professionally reviewed and checked to ensure quality. The Contractor shall provide a QMP that details the Contractor's QA/QC Program to include:

1. Design review processes
2. Design QC tasks, including technical review, checking of calculations, and review of drawings and specifications
3. Approval process to release IFC Set
4. Incorporation of County review comments. **Note:** The County reviews shall not relieve the Contractor of its contractual obligations.
5. Design review techniques and cross discipline reviews, including inter-milestone reviews and formal milestone reviews
6. Schedule and resources for QA/QC activities

**A2.4 Core Team Meetings.** In addition to workshops detailed later in this document, the Contractor shall conduct weekly core team meetings during the Design Implementation Stage with key County leadership and project management staff. The Contractor's core team shall include the Contractor's Project Manager, Design Manager, Pre-Construction Manager and Construction Manager at minimum. The core team for the County will include key County and County Program

Manager leadership and project management staff. Core team meetings shall have a standing agenda and shall be limited to one hour in duration.

**A2.5 Executive Committee Meetings.** The parties agree to establish an executive committee, consisting of the Contractor executive leadership, the WPCB Chief, the Project Officer, and the County Program Manager. This executive committee shall meet quarterly to review project issues and develop resolutions. The executive committee shall also be responsible for creating a resolution ladder for escalating and resolving issues in the event such issues arise.

**A2.6 Partnering.** Partnering is a formal management process in which all parties to a project voluntarily agree at the outset to adopt a cooperative, team-based approach to project development and problem resolution. The parties agree that partnering or other tools will be utilized to promote collaboration with the goal of achieving successful performance. The County and the Contractor shall use good faith efforts to promote the formation of a successful formal partnering relationship. This partnering relationship will be implemented through formal partnering workshops. The County, the County Program Manager, and Contractor will participate in partnering workshops as they mutually agree is necessary and appropriate (no less frequently than every four months). The purpose of the partnering workshops will be to deepen working relationships, develop common goals and objectives for the Project, achieve a cooperative partnership environment, address critical issues and team collaboration, and develop a successful partnering relationship. The scheduling of partnering workshops and selection of facilitator and location will be managed by the County.

The preceding paragraph expresses the intent and spirit of the partnering process, and nothing stated herein or in any formal partnering statements developed shall change in any way the rights, responsibilities, and obligations set forth in the Agreement. Any formal partnering statement developed will not be a part of the Agreement and will not modify any defense, claim, obligation, or right that otherwise exists.

**A2.7 Community Outreach.** The County has implemented a robust community engagement process for the upgrades. The community engagement process includes outreach to neighboring civic associations and other organizations, a dedicated website, and an advisory stakeholder group with periodic meetings where feedback is received on the overall project. The Contractor may be called upon to make presentations, provide written updates to the website or community listservs, or conduct other outreach as requested by the County.

### **A3. DESIGN CONFIRMATION PHASE**

**A3.1 General Understandings.** The RFP Plans provide preliminary design criteria for the Project. The purpose of this phase of work is to work collaboratively to further define and value engineer the project at the conceptual stage, finalize the design criteria established in the Facilities Plan, establish additional design criteria, develop and understand engineering standards and best practices for equipment layout, develop equipment and material preferences, and understand and plan for any Site impacts discovered during geotechnical investigations. The Facilities Plan and Early Work Documents were prepared by the County. The Facilities Plan represents a 5-10% level of design and the Early Work Documents represent a 20-30% level of design (*reference Attachment B*).

**A3.2 Meetings and Workshops.** The following are the anticipated meetings and workshops during this phase. Where appropriate and with agreement of the Project Officer, multiple workshops

across different phases can be combined into single meetings. The Contractor shall prepare all materials and meeting notes for the presentation. Meeting presentations shall be distributed to attendees 48 hours prior to the meeting.

- Project Kickoff/Visioning Workshop
- Facilities Plan Review Workshop
- Site Plan Selection Workshop
- Additional Studies Workshop
- Value Engineering Workshop 1
- Value Engineering Workshop 2

**A3.3 Baseline Milestone Schedule.** Within 30 days of issuance of the NTP for the Design Confirmation Stage, the Contractor shall prepare and submit a detailed baseline milestone schedule for all significant milestones to take place during the Project (the “Baseline Milestone Schedule”) that is consistent with the requirements of the RFP Plans. The Contractor shall provide the County with regular updates to the Baseline Milestone Schedule on a monthly basis. Schedule shall be prepared in accordance with Attachment B General Requirements Section 01 32 16.

**A3.4 Design Confirmation Process to Achieve Basis of Design.** The RFP Plans form the foundation of the design confirmation work and provide preliminary design criteria for the Project. Through meetings, workshops and written documents, the Contractor shall develop and refine the design for the Project set forth in the RFP Plans in coordination with the County. The Contractor shall include alternatives and value engineering recommendations in workshops as part of this verification process. The Contractor shall conduct evaluations, calculations, conceptual cost estimating, scheduling, workshops, and other services to establish and document the final “Basis of Design”.

The parties mutually agree that firm decisions should be made during the Design Confirmation Phase meetings. To that end, the Contractor shall provide all necessary information, in the form of presentation materials, to make decisions prior to the meeting, with an explanation of their recommendation at the meeting. The County will provide attendance of County personnel at the meetings to facilitate decision-making. Should decisions fail to be made in the allotted meetings, the Project Officer and the Contractor Project Manager will confirm the approach to finalize the decisions.

**A3.4.1 Additional Studies.** The Contractor shall conduct the following additional studies in accordance with the Facilities Plan:

- Final Site Plan Configuration
- Disposition of Existing Dewatering Building
- Digester Mixing Type
- THP Cooling Arrangement
- Gas Upgrade Equipment Evaluation including Redundancy Approach
- Plant Effluent Water Modeling for confirmation of Plant Effluent Water distribution

**A3.4.2 Value Engineering.** After the Contractor has completed the initial review of the RFP Plans, the Contractor and County shall meet in a two-day workshop setting to review the RFP Plans and evaluate value engineering (VE) concepts. The Contractor shall develop value engineering concepts based on their review of the RFP Plans. Agreed upon concepts for further

review or implementation shall be documented in meeting minutes by the Contractor. A second 1-day workshop shall be conducted to finalize the design criteria and modifications to concepts provided in the RFP Plans.

**A3.4.4 Design Confirmation Memorandum.** Upon completing the Design Confirmation Phase, the Contractor shall prepare a Design Confirmation Memorandum that summarizes the design criteria for each process and facility. The Design Confirmation Memorandum shall serve to document concurrence with the RFP Plans or clearly identify any changes or deficiencies in the RFP Plans. The purpose of the memorandum is to finalize all project design criteria necessary to proceed with 30% design.

**A3.4.5 Control Budget.** At the end of the Design Confirmation Phase, the Contractor shall prepare and submit for the County's review and approval a detailed line-item budget for the Project based on the Design Confirmation Memorandum (the "Control Budget"). The Control Budget estimate shall be organized in accordance with Section A5.2.6.

**A3.5 Site Conditions Review and Verification.** The Contractor shall complete a comprehensive review of the Site and contiguous areas, including regulatory requirements that may impact the Project. The Contractor shall verify all existing conditions that may be affected by the design, even if record drawings exist. All field investigations at the Site shall be coordinated with the County. The Contractor shall accumulate and review applicable data, criteria, codes, standards, regulations, and other information pertinent to the Project.

**A3.5.1 Information Provided by or on Behalf of the County.** The County makes no representation or warranty with respect to any information provided to the Contractor on behalf of the County, except as provided in the paragraph below. The Contractor shall assess all risks related to the Project and independently verify and confirm all information required for the completion of the Project.

The Contractor is entitled to reasonably rely on the following information provided by the County:

1. Raw Solids Projections (Section 3 of the Facilities Plan). The Contractor shall review the historical raw solids projections, but shall use its own process models for projecting overall system performance and capabilities;
2. All other sections of the RFP Plans, as it relates to the Design Confirmation Phase only;
3. Project Site Survey, with limitations noted in the survey documents;
4. Geotechnical Evaluation Report, as it relates to the Early Work Design Implementation Stage only; and
5. VPDES Permits.

**A3.5.2 Existing Conditions and Survey.** The Contractor shall review existing conditions information about the Site provided by the County, including record drawings, previous geotechnical information, hazardous materials studies, and other information as appropriate. The Contractor shall make provisions to obtain additional information regarding subsurface and physical conditions as they specifically relate to the Site and as necessary to properly design and construct the Work.

The Contractor may also complete Light Detection and Ranging (LiDAR) 3-D surveys of the existing facilities, as needed to support their design efforts.

**A3.5.3 Underground Utilities.** The Contractor shall engage the services of a utility location subcontractor to identify, designate, locate, and map existing and abandoned utility infrastructure for the Project. The results of the utility infrastructure mapping shall be provided in a summary report to the County.

**A3.5.4 Geotechnical Investigations.** The geotechnical report provided in the RFP Plans was completed to inform the design of potential supported excavation for the Early Work Package and may be relied upon for that purpose only. The Contractor shall conduct additional geotechnical investigations at the Site to develop geotechnical and structural design criteria for the facilities not covered in the Early Work Package, as well as may be needed for stormwater Best Management Practices (BMPs). All geotechnical evaluations shall be planned and performed under the direct supervision of a Professional Geotechnical Engineer registered in the Commonwealth of Virginia, working under the Design Professional.

The following prerequisites are required prior to initiating any geotechnical investigations:

1. Submit a detailed work plan to the County, including boring plan and emergency procedures.
2. Complete a utility conflict investigation prior to finalizing the boring plan.
3. Survey and stake boring locations with a licensed surveyor.
4. Clear the boring location with a utility locating firm to confirm that not utilities exist in the area of the planned borings.
5. Conduct a field meeting to review boring locations prior to drilling. Representatives from the Professional Geotechnical Engineer, Contractor, and County shall be present at this meeting.

The Contractor shall summarize the results of the geotechnical investigations in a Geotechnical Report, describing soil and groundwater conditions. The geotechnical reports shall make specific recommendations on soil parameters, foundation types (including deep foundations), allowable loadings, and dewatering during construction. **Note:** Due to the proximity of neighbors and the requirement that the County facilities must remain in operation, there is a preference for drilled piles over driven piles, should deep foundations be required. The Contractor shall meet with the County to summarize the recommendations from the Geotechnical Report and finalize the report after receipt of County comments.

**A3.5.5 Hazardous Materials Investigations.** Hazardous Materials surveys have been completed most recently at the WPCP in 2003. These surveys are included with the RFP Reference Package, and indicate the presence of non-friable asbestos-containing materials in the Bio-Building, and identify a number of surfaces coated with lead-based paint.

The Contractor shall complete additional Hazardous Materials surveys for facilities and equipment to be demolished. The Contractor shall survey for all reasonably anticipated Constituents of Concern, including but not limited to lead-based paint, asbestos-containing materials, polychlorinated biphenyls (PCBs), mercury, and chlorofluorocarbons. The Contractor shall develop a site-specific sampling plan, including access to interstitial spaces, mechanical chases, and incinerator equipment evaluation. Existing as-built drawings are provided with the RFP Reference Package.



As the majority of the Bio-Building has been abandoned since the late 1990's and the safety of existing access points, stairs, ladders, landings, etc. are not guaranteed, the Contractor shall include safety requirements and confined space entry procedures as part of the site-specific sampling plan.

The Contractor shall submit a summary report to the County with the results of the survey and recommended management procedures for removing and disposing of all Constituents of Concern demolition waste in compliance with all Federal, State, and local regulations.

**A3.6 End of Design Confirmation Phase.** The Design Confirmation Phase shall conclude when the parties (i) agree upon the Basis of Design through the Design Confirmation memo (which shall replace the RFP Plans as the basis from which further design documents shall be produced); (ii) establish, in the Baseline Milestone Schedule, the revised Substantial and Final Completion Dates for the Project, if needed; and (iii) execute a Contract amendment, if necessary.

#### **A4. – A5.4.3 IMPLEMENTATION PHASE**

The Implementation Phase shall consist of the Design Implementation Stage and the Construction Implementation Stage. The Implementation Phase shall commence when the County issues a Notice to Proceed for the Design Implementation Stage (the "Implementation NTP").

#### **A4. EARLY WORK DESIGN IMPLEMENTATION STAGE**

**A4.1 Early Work Design Implementation Stage General Understandings.** Preliminary Early Work requirements are provided in the RFP Plans and include the design and construction of the following:

1. Installation of buried, relocated thickened sludge lines to avoid areas of Biosolids Upgrades construction, with tie-ins to existing sludge lines outside of the sludge storage tanks and inside the Dewatering Building. The RFP Plans show potential relocation for the Renovate Dewatering Building option. This option is shown not as a preference but as an example of potential sludge line rerouting. Final relocation shall be coordinated with the site configuration confirmed during the Design Confirmation Phase.
2. Relocation of the centrate drain to the Potomac Interceptor. Arlington County will contract separately to install a new manhole to the Potomac Interceptor on the Site, as shown on the RFP Plans. The Contractor shall tie a new centrate drain line to this manhole and shall be responsible for twice per year pump-around (during construction) of the centrate to primary clarifier effluent channel as described in Attachment B: General Requirements Section 01 14 16.
3. New chemical fill stations for polymer and sodium hypochlorite at the Dewatering Building, including all necessary power and controls.
4. Conversion of existing Polymer Blend Tank No. 3 to bulk polymer storage, including all necessary fill, drain, vent, transfer, and instrument connections.
5. New polymer transfer pump (including shelf spare) with associated piping and controls for transferring from new bulk storage tank to existing Polymer Bend Tank Nos. 1 and 2, including all

necessary power and controls. New system shall integrate with existing process controls for polymer fill and dilution.

6. Demolition of existing polymer and sodium hypochlorite bulk storage systems in the Bio-Building.
7. Demolition of all abandoned facilities in the existing Bio-Building, including abandoned ferric chloride storage tanks, abandoned incinerators and associated equipment, abandoned HVAC facilities, and all electrical facilities.
8. Abandonment of all utilities to and from the existing Bio-Building.
9. Temporary construction to allow for continued safe use of the tunnel between the Bio-Building and Dewatering Building.
10. Hazardous material abatement of facilities and structures to be demolished. Hazardous materials surveys are included with the Design Confirmation Phase and an allowance is included in the Cost Proposal for abatement costs.
11. Demolition of the Bio-Building structure and all internal components, including foundations.
12. Demolition of remaining foundation and walls of abandoned digesters.
13. Earth retention systems as necessary to support the demolition and prepare the site for future work.
14. Protection of existing structures during demolition and construction activities, including vibration and movement monitoring as specified in Attachment B: General Requirements Section 01 71 33.
15. Site backfill and stabilization after demolition to prepare the site for future construction while also allowing for proper site drainage.
16. All necessary electrical and instrumentation work to maintain existing Dewatering Building operations.
17. All necessary sediment and erosion control and construction stormwater management to facilitate the Work.

The Work shall comply with the Arlington County DES Standard Specifications and the RFP Plans, as may be modified through the design process. The final scope and design requirements of the Early Work shall be determined by the Contractor, in consultation with the County based on the results of the Design Confirmation Phase and expected benefits to the project. The Contractor shall obtain approval from the County Project Officer to proceed with the Early Work Design Implementation Stage through a written Notice-to-Proceed. Pre-construction Services and GMP Development as referenced in Section A5.2 are applicable to Early Work Design Implementation and shall be completed as necessary in parallel to Early Work Design to inform the overall Early Work Design Implementation Stage.

**A4.2 Design Development (65% Design Document).** The Contractor shall submit a set of Design Development documents to the Project Officer for review and approval. The Design Development documents shall be a logical development of the RFP Plans and the Design Confirmation Phase. The Design Development shall be an iterative and collaborative process, involving the

Contractor and County. Operational and shutdown considerations shall be fully established. The overall level of percent completion for each discipline drawings and specification shall be agreed upon at the completion of the Design Confirmation Memorandum and be based on evaluation of the risk register. The Design Development documents shall serve as the basis for the Early Work GMP.

**A4.2.1 Design Development Package Requirements.** The Design Development package shall include the following drawings, specifications, documents, and BIM model:

1. Drawings
  - a. Cover Sheets
  - b. General Drawings
    - i. List of Drawings
    - ii. Overall site plan
    - iii. Drawing symbols, numbering & tagging conventions, symbols, and abbreviations
  - c. Demolition Drawings
    - i. Demolition limits
    - ii. Protection of existing structures
  - d. Civil Drawings:
    - i. General Notes
    - ii. Details
    - iii. Overall site key plans for site plan, grading plans, erosion and sediment control plans, and yard piping plans.
    - iv. Erosion and sediment control and phasing drawings
    - v. Yard piping, paving, grading, and stormwater drawings
  - e. Structural Drawings
    - i. General notes
    - ii. Plans, and sections
    - iii. Details
  - f. Process Mechanical Drawings
    - i. Plans, sections, and details
  - g. Electrical Drawings
    - i. General notes, symbols, abbreviations
    - ii. Single line diagrams
    - iii. Project Facility electrical plans
  - h. Instrumentation Drawings
    - i. Legends and symbols
    - ii. P&IDs
    - iii. Instrumentation control diagrams
2. Specifications
  - a. Table of contents
  - b. Major Equipment Specifications
  - c. Concrete Specifications
  - d. Electrical Specifications
  - e. Instrumentation Specifications

- f. Piping and valve specifications
- g. Functional descriptions

**A4.2.1.2 County Review of and Response to Design Development Package.** The County will submit review comments within twenty-eight (28) calendar days to the Contractor. Review comments will be consolidated for the Contractor's review and response. The Contractor shall respond to the comments and record responses and/or actions required to resolve items within seven (7) calendar days of receiving comments. The Contractor's responses requiring further discussion shall be brought to the attention of the County within the same seven (7) calendar days.

**A4.2.1.3 Early Work Guaranteed Maximum Price.** After resolving County comments on the Design Development submittal, the Contractor shall submit a GMP Proposal to the Project Officer for review. The basis for the Early Work GMP shall be the Design Development Documents with County comments addressed, resulting in the Contractor development of a set of Early Work GMP Drawings and Specifications. Adjustments to the GMP Proposal can only be made in accordance with the terms of this Agreement. Refer to Section A5.3 for additional information.

**A4.3 Design Completion.** With written approval of the County, the Contractor shall complete the design per the requirements of this section.

**A4.3.1 Construction Documents (95% Design Document).** The Contractor shall submit Construction Documents to the Project Officer for review and approval. The Construction documents shall be consistent with and a logical development of the Early Work GMP Drawings and Specifications and represent 95% design completion. The Construction Documents shall include all adjustments and decisions made by the parties during negotiation of the GMP.

**A4.3.2 Construction Documents County Review and Response.** The County will submit consolidated review comments within twenty-eight (28) calendar days to the Contractor. Review of Construction Documents by the County shall be for compliance with the GMP Drawings and Specifications and not subject to design concept changes by either party without formal change authorization from the County.

**A4.3.3 Issued for Construction (IFC) Set (100% Design Document).** The Contractor shall submit an IFC Set to the Project Officer for review and approval. The IFC Set shall be consistent with and a logical development of the Construction Documents, the Permit Set, and the County's comments from the Construction Documents. The IFC Set shall represent 100% design, inclusive of all design necessary for receipt of all permits, and be prepared, signed and sealed by a professional engineer registered in the Commonwealth of Virginia. The County will review the IFC set for compliance with the GMP Drawings and Specifications and will not subject the design to concept changes without formal change authorization from the County. Within fourteen (14) days after the IFC Design Documents submission, the Project Officer will meet with the Contractor and provide any comments on the IFC Set. The Contractor shall make such revisions as necessary to incorporate comments, feedback and other direction provided by the Project Officer. The

Project Officer shall have the right to disapprove the IFC Set for any reason. Notwithstanding the design-build nature of this Contract, the Contractor shall be required to fully and faithfully implement the IFC Set unless the Contract is amended and such amendment to the IFC Set is approved by the Project Officer.

**A4.3.4 Design Changes.** If unforeseen circumstances beyond the control of the Contractor or changes required by the County make it necessary to amend any of the approved IFC Set, the Contractor shall prepare an amendment to the IFC Set and submit such amendment to the County for review and approval. In this submittal, the Contractor shall highlight (or bubble) any aspect of the design in the IFC Set that represent a material deviation and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality, or performance. Refer to Attachment B: General Requirements Section 01 33 00 – Submittal Procedures for additional information.

**A4.4 Meetings and Workshops.** The following are the anticipated meetings and workshops during the Early Work Design Implementation Stage to allow the County to review the progress of design and provide feedback prior to GMP submission. The Contractor shall prepare all materials and meeting notes for the presentation. Meeting presentations shall be distributed to attendees 48 hours prior to each meeting.

1. Design Development Progress Workshop
2. Design Development Review Workshop

#### **A5.1. DESIGN IMPLEMENTATION STAGE**

**A5.1.1 General Understandings.** The Design Implementation Stage includes development of all design documents for the remaining work (not including Early Work) herein after referred to as the Main Project. Pre-construction Services (Section A6) applicable to Design Implementation shall be completed as necessary in parallel to inform the overall Design Implementation Stage.

**A5.1.2 Schematic Design (30% Design Document).** The Contractor shall submit a set of Schematic Design Documents to the Project Officer for review. The Schematic Design documents shall be consistent with and a logical development of the Design Confirmation Memorandum and the RFP Plans and represent 30% design completion. The Schematic Design shall be an iterative and collaborative process, involving the Contractor and County. Review of the Schematic Design will focus on function and overall layout of the new facilities. To that end, operating descriptions and process and instrumentation diagrams (P&IDs) shall be fully developed. In addition, the overall site plan and building footprints shall be established.

**A5.1.2.1 Schematic Design Package Minimum Requirements.** The Schematic Design package shall include the following:

1. Site surveys (as described in Section A3.5)

2. Geotechnical Report
3. Equipment data sheets for all major equipment
4. Drawings:
  - a. General Drawings
    - i. List of Proposed Drawings
    - ii. Overall Site Plan
    - iii. Solids process flow diagram
    - iv. Solids mass balance diagram
    - v. Design criteria
  - b. Civil Drawings:
    - i. Site key plans
    - ii. Existing site plan
    - iii. Future site plan
    - iv. Preliminary yard piping, paving, grading, and stormwater drawings
  - c. Structural Drawings:
    - i. Floor plans
  - d. Architectural Drawings:
    - i. Floor plans
    - ii. Elevations
  - e. Process Mechanical Drawings
    - i. Plans and sections
  - f. Plumbing, Heating, Ventilation and Air Conditioning (HVAC) and Fire Protection Drawings:
    - i. Schedules
  - g. Electrical Drawings
    - i. Main switchgear single line diagram
    - ii. Load schedules
    - iii. Preliminary single line diagrams
    - iv. Preliminary electrical distribution site plan
  - h. Instrumentation Drawings
    - i. Control system block diagrams/network architecture
    - ii. P&IDs
5. Specifications:
  - a. Complete list of specifications in a table of contents
  - b. Identification of standard Contractor specifications intended for use
  - c. Functional descriptions
  - d. Pipe material schedule
  - e. Valve and gate schedules
6. Three-dimensional BIM model
7. Special studies
  - a. *Noise study during construction and operations.* The Contractor shall evaluate noise impacts from construction and operations on the surrounding community. The Contractor shall provide recommendations for noise mitigation.

- b. *Vibration study during construction and operations.* The Contractor shall evaluate vibration impacts from construction and operations on the surrounding community. The Contractor shall provide recommendations for vibration mitigation.
- c. *Electrical loads and load shedding.* It is anticipated that load shedding may be required during peak loads when the WPCP's current existing generators are operating at peak WPCP demands. The Contractor shall confirm solids handling electrical loads and identify loads that could be shed, if needed, during generator operation.

**A5.1.2.2 County Review of and Response to Schematic Design Package.** The County will submit Schematic Design review comments within twenty-eight (28) calendar days to the Contractor. Review comments will be consolidated in Microsoft Excel file and uploaded to e-Builder for the Contractor's review and response. The Contractor shall respond to the comments and record responses and/or actions required to resolve items within seven (7) calendar days of receiving comments. The Contractor's responses requiring further discussion shall be brought to the attention of the County within the same seven (7) calendar days.

**A5.1.2.3 Meetings and Workshops.** The following are the anticipated meetings and workshops during development of the Schematic Design deliverables. The Contractor shall prepare all materials and meeting notes for the presentation. Meeting presentations shall be distributed to attendees 48 hours prior to each meeting.

- BIM/Asset Management Workshop
- Equipment and Material Preference Workshop
- Discipline Specific Workshop(s)
- Major Facility Layout Workshop
- Site Plan Layout Workshop
- Three Miscellaneous Workshop to be scheduled as needed
- Schematic Design Handoff Workshop
- Schematic Design Review Workshop

**A5.1.3 Value Engineering.** The Contractor and County shall conduct a value engineering (VE) review of the Schematic Design over a five-day work session. The County (or designated representative) will lead and facilitate the VE proceedings as described herein. The VE review shall include the following subtasks.

**A5.1.3.1 VE Team.** The Contractor shall nominate three (3) members within their organization(s) that are not directly involved with project execution. The County will select one Contractor team member for the VE Team from this list of candidates and name members of its own staff, County Program Manager's staff, and outside consultants' staff to participate.

**A5.1.3.2 Attend Initial and Final VE Sessions.** The Contractor shall attend one half-day session at the commencement of the VE workshop intended to present the Schematic Design to the VE team. The initial session will be attended by the Contractor project manager, design manager, construction manager, lead estimator, lead scheduler, lead engineers, and other key members as deemed necessary. The VE Team will meet for another 3.5 days to develop value engineering ideas. The Contractor project team shall be available for consultation throughout the workshop. The Contractor shall attend one half-day session at the conclusion of the VE workshop where the findings of the VE team will be presented to the Contractor and County team. The conclusion session will be attended by the same individuals identified for the initial session.

**A5.1.3.3 Assistance in VE Alternatives Analysis and Report Preparation.** The VE Team will present the results of the VE analysis in a VE report. The Contractor and County shall review the report and assist in evaluation of and response to each item raised by the VE Team. The analysis will be discussed with the County in a follow-up workshop. After this follow-up workshop, the final disposition of value engineering recommendations and associated cost savings will be documented by the Contractor for incorporation into the design accordingly.

**A5.1.4 HAZOP Workshop.** The County Program Manager will facilitate a four (4) day Hazard and Operability (HAZOP) Workshop with the Contractor. The HAZOP study is a critique of the design as it stands with respect to its ability to meet its design intent in a safe and efficient manner. It will consider materials of construction and plant layout. The HAZOP study will identify potential hazards and failure modes but does not quantify the frequency or likelihood of such hazards occurring. The study will identify deviations from the design intent that may lead to poor operational performance, may lead to process failure, may adversely affect the safety of personnel operating the installation (and third parties), or may affect the environment. It is up to the Contractor's Design Professional to implement mitigation for these deviations, as appropriate. Not all deviations may require mitigation. At a minimum, the Contractor shall make available the following personnel to participate in the HAZOP:

1. Design Build Project Manager
2. Design Manager
3. Pre-Construction Manager
4. Lead process engineers for each facility
5. Lead electrical engineer
6. Lead instrumentation and controls engineer
7. Commissioning and Operations Start-up Manager

Fourteen (14) days prior to the HAZOP workshop, the Contractor shall provide updated P&IDs and electrical one-line diagrams to the County. The County will provide a facilitator and appropriate process experts. The County's engineering, operations, and maintenance personnel will also attend. The County will document the results of the workshop in a series of worksheets, including deviations identified and possible mitigation. The Contractor shall finalize these worksheets with final mitigation techniques and recommendations. The worksheets will be used throughout the completion of design to track compliance with the recommendations. The date of the HAZOP



workshop will be mutually agreed upon by the parties, but should occur between the Schematic Design and Design Development deliverables.

**A5.1.5 Design Development (65% Design Document).** The Contractor shall submit a set of Design Development Documents to the Project Officer for review and approval. The Design Development documents shall be a logical development of the Schematic Design, accepted VE recommendations and HAZOP workshop, and incorporate all previous County comments. The Design Development shall be an iterative and collaborative process, involving the Contractor and County.

P&IDs and functional descriptions shall be at 100% design completion and the design shall be advanced to a level to fully convey the operational and maintenance requirements for the County. The overall level of percent completion for each discipline drawings and specification shall be agreed upon at the completion of the Schematic Design and be based on evaluation of the risk register. The purpose of this approach is to identify critical design development by engineering discipline that is necessary to develop a reasonable GMP. The Design Development documents shall serve as the basis for the GMP.

**A5.1.5.1 Design Development Package Minimum Requirements.** The Design Development package shall include the following drawings, specifications, documents, and BIM model.

1. Drawings
  - a. Cover Sheets
  - b. General Drawings
    - i. List of Drawings
    - ii. Overall site plan
    - iii. Drawing symbols, numbering and tagging conventions, symbols, and abbreviations
    - iv. Solids process flow diagram
    - v. Solids mass balance diagram
    - vi. Design criteria
  - c. Civil Drawings:
    - i. General Notes
    - ii. Details
    - iii. Overall site plans for existing site plan, grading plans, erosion and sediment control plans, and yard piping plans
    - iv. Erosion and sediment control and phasing drawings
    - v. Yard piping, paving, grading, and stormwater drawings
  - d. Structural Drawings:
    - i. General notes
    - ii. Plans and sections
    - iii. Details
  - e. Architectural Drawings:
    - i. General notes

- ii. Schedules
- iii. Code classification
- iv. Floor plans
- v. Roof Plans
- vi. Elevations
- vii. Sections and details
- f. Process Mechanical Drawings
  - i. Plans, sections, and details
  - ii. Schedules (heat trace and insulation, etc.)
- g. Plumbing, Heating, Ventilation and Air Conditioning (HVAC) and Fire Protection Drawings:
  - i. Schedules
  - ii. Plumbing isometric drawings
  - iii. Plans, sections and details
- h. Electrical Drawings
  - i. General notes, symbols, abbreviations
  - ii. Main switchgear single line diagram
  - iii. Load schedules
  - iv. Single line diagrams
  - v. Electrical distribution site plan
  - vi. Project Facility electrical plans
  - vii. Lighting and receptacle plans
  - viii. Lightning protection and grounding plans
- i. Instrumentation Drawings
  - i. Legends and symbols
  - ii. Control system block diagrams/network architecture
  - iii. P&IDs
  - iv. Instrumentation control diagrams
- 2. Specifications
  - a. Table of contents
  - b. Contractor's standard specifications for procurements
  - c. Major Equipment Specifications
  - d. Concrete Specifications
  - e. Electrical Specifications
  - f. Instrumentation Specifications
  - g. Piping and valve specifications
  - h. Functional descriptions
  - i. Balance of specifications
- 3. Three-dimensional BIM model

**A5.1.5.2 County Review of and Response to Design Development Package.** The County will submit review comments within twenty-eight (28) calendar days to the Contractor. Review comments will be consolidated in Microsoft Excel file and uploaded to e-Builder for the Contractor's review and response. The Contractor shall respond to

the comments and record responses and/or actions required to resolve items within seven (7) calendar days of receiving comments. The Contractor's responses requiring further discussion shall be brought to the attention of the County within the same seven (7) calendar days.

**A5.1.5.3 Main Project Guaranteed Maximum Price.** After resolving County comments on the Design Development submittal, the Contractor shall submit a GMP Proposal to the Project Officer for review. The basis for the Main Project GMP shall be the Design Development Documents with County comments addressed, resulting in the Contractor development of a set of Main Project GMP Drawings and Specifications. Adjustments to the GMP Proposal can only be made in accordance with the terms of this Agreement. Refer to Section A5.3 for additional information.

**A5.1.5.4 Meetings and Workshops.** The following are the anticipated meetings and workshops during development of the Design Development deliverables. The Contractor shall prepare all materials and meeting notes for the presentation. Meeting presentations shall be distributed to attendees 48 hours prior to each meeting.

1. Process Controls Narrative Workshop
2. Discipline Specific Coordination Meetings
3. Utility Coordination Meetings
4. Asset Management Workshop
5. Commissioning and Testing Workshop
6. Miscellaneous Workshop(s)
7. Design Development Handoff Workshop
8. Design Development Review Workshop

**A5.1.6 Design Completion.** With written approval of the County, the Contractor shall complete the design per the requirements of this section.

**A5.1.6.1 Construction Documents (95% Design Document).** The Contractor shall submit Construction Documents to the Project Officer for review and approval. The Construction documents shall be consistent with and a logical development of the Main Project GMP Drawings and Specifications and represent 95% design completion. The Construction Documents shall include all adjustments and decisions made by the parties during negotiation of the GMP.

**A5.1.6.2 Construction Documents County Review and Response.** The County will submit consolidated review comments within twenty-eight (28) calendar days to the Contractor. Review of Construction Documents by the County shall be for compliance with the Main Project GMP Drawings and Specifications and not subject to design concept changes without formal change authorization from the County.

**A5.1.6.3 Issued for Construction (IFC) Set (100% Design Document).** The Contractor shall submit an IFC Set to the Project Officer for review and approval. The IFC Set shall be consistent with and a logical development of the Construction Documents, the Permit Set, and the County's comments from the Construction Documents. The IFC Set shall represent 100% design, inclusive of all design necessary for receipt of all permits, and be prepared, signed and sealed by a professional engineer registered in the Commonwealth of Virginia. The County will review the IFC Set for compliance with the GMP Drawings and Specifications and not subject the design to concept changes without formal change authorization from the County. Within fourteen (14) days after the IFC Set submission, the Project Officer will meet with the Contractor and provide any comments on the IFC Set. The Contractor shall make such revisions as necessary to incorporate comments, feedback and other direction provided by the Project Officer. The Project Officer shall have the right to disapprove the IFC Set for any reason. Notwithstanding the design-build nature of this Contract, the Contractor shall be required to fully and faithfully implement the IFC Set unless the Contract is amended and such amendment to the IFC Set is approved by the Project Officer.

**A5.1.6.4 Design Changes.** If unforeseen circumstances beyond the control of the Contractor or changes required by the County make it necessary to amend any of the approved IFC Set, the Contractor shall prepare an amendment to the IFC Set and submit such amendment to the County for review and approval. In this submittal, the Contractor shall highlight (or bubble) any aspect of the design in the IFC Set that represent a material deviation and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality, or performance. Refer to Attachment B: General Requirements Section 01 33 00 – Submittal Procedures for additional information.

## **A5.2 PRE-CONSTRUCTION SERVICES**

**A5.2.1 General Understandings.** The Pre-construction Services shall be integrated with and completed in conjunction with the Early Work and Design Implementation Stages.

**A5.2.2 Subcontracting and Procurement Plan.** The Contractor shall develop a subcontracting and procurement plan and submit to the County for review and approval. The Contractor shall provide a separate draft plan for the Early Work at least 28 days prior to submittal of Early Work Design Development, and a final plan no later than the submittal of the Early Work GMP. For the Main Project, the Contractor shall provide a draft no later than the submittal of Schematic Design and a final no later than the submittal of Design Development.

The Contractor shall conduct any Subcontractor or Supplier proposal process on an "open book" basis and shall allow the County to observe the receipt and analysis of all proposals. The Contractor shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package. The Contractor shall carefully document its procedures for making bid packages available to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Contractor's evaluations of all bids, and the basis for the Contractor's recommendation as to which bidders should be chosen. The County shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Contractor's adherence to all Contract requirements.

The Contractor shall develop a plan that describes how the Contractor will conduct procurement activities to bid work packages and develop the GMP. The following shall be included in the subcontracting and procurement management plan:

1. Discussion of how management of procurement processes from developing procurement documents through contract closure will occur
2. Identification of work packages and potential subcontractors, including subcontractor outreach required to meet the objectives of receiving a minimum of three (3) qualified and bona fide bids
3. Detailed scopes of work for each work package
4. Identification of work packages for which the Contractor may wish to self-perform, including procedures for establishing a fair market price for the self-performance packages. No self-performance work will be allowed without Project Officer approval of the procedures and specific work packages. Final approval of self-performance work will come with approval of the GMP.
5. Identification of "open book" processes to solicit County input in selection of equipment and materials, including evaluated proposals to obtain best value for the County
6. Guidance for the types of contracts to be used and comparison to County developed independent estimates and standardized documents
7. Handling of long-lead items
8. Procedures for preparation and negotiation of the GMP
9. Anticipated continuation of procurement activities after agreement on the GMP but prior to issuance of a Notice to Proceed for construction

**A5.2.3 Project Schedule and Updates.** The Contractor shall prepare an overall Project Schedule that includes all phases of the Work. The Contractor shall submit a finalized baseline schedule within 30 days of Notice to Proceed for construction. At a minimum, the schedule shall include:

1. Start date for each activity
2. Finish date for each activity
3. Major milestones dates
4. Key design milestones and bid packages
5. Release dates for long lead items
6. Release dates for key subcontractors
7. Meeting and workshop dates
8. Submittal dates including draft submission dates and County review periods
9. Substantial and final submission dates
10. Identification of critical path
11. Float

Schedules shall be submitted as electronic files in native and Adobe Acrobat PDF format. Refer to Attachment B: General Requirements Section 01 32 16 for additional details.

**A5.2.4 Maintenance of Plant Operations Plan.** During design, the Contractor shall develop a draft Maintenance of Plant Operations Plan (MOPO) that ensures continuous, dependable operation of the Arlington WPCP, including meeting its regulatory requirements. The Contractor shall submit separate plans for the Early Work and Main Project. For Early Work, the Contractor shall submit a draft no later than submittal of Design Development and a final no later than submittal of the Early Work GMP. For the Main Project, the Contractor shall submit a draft

no later than submittal of Schematic Design and a final no later than submittal of Design Development. Topics to address include, but are not limited to: maintaining the ability at all times to haul dewatered solids from the plant for permitted uses; protection of existing structures that are to remain in service during and after construction; construction phasing; major shutdowns; tie-ins; and temporary operations. Any temporary treatment facilities required will be the responsibility of the Contractor. The Contractor shall describe its processes and procedures to adhere to Attachment B: General Requirements Section 01 14 16.

**A5.2.5 Constructability Reviews.** Within 28 days of each design submittal milestone, the Contractor shall provide constructability reviews of the design at each submittal milestones (including Early Work). The constructability reviews shall be structured reviews of the design package deliverables to confirm the documents are coordinated, biddable, and constructable. The Contractor shall provide recommendations and improvements to the construction without impacting the functionality of the Project. The Contractor shall submit Constructability Review comments to the County and Design Professional for review.

**A5.2.6 Project Cost Estimates.** The Contractor shall provide a construction cost estimate within 28 days of submission of each design milestone. Each cost estimate submittal shall represent an “open-book” cost estimate detailing both the direct and indirect cost components.

The Contractor shall submit cost estimates with the following organization:

1. Cost estimate summary memorandum
2. Attachment 1 - Detailed cost model information to include line item cost breakdown of all costs (i.e., all labor, materials, subcontractor, and supplier cost elements consistent with Association for the Advancement of Cost Engineering (AACE) International practices). The cost model shall be organized as follows:
  - a. Direct costs by each designated facility/area as agreed to prior to the first cost estimate submission.
  - b. For self-performance work by the Contractor, direct costs should be distinguished as such and should be presented in conformance with Construction Specifications Institute (CSI) MasterFormat 2020 Edition.
  - c. General Conditions Fee, as agreed to in the cost proposal form, adjusted based on agreed to scope of work changes.
  - d. Design-Build Fee, as agreed to in the cost proposal form, adjusted based on agreed to scope of work changes.
3. Attachment 2 - Assumptions and Exclusions to include a list of all assumptions, clarifications, and exclusions used to determine the Project costs
4. Attachment 3 - Subcontractor and Supplier Estimates and/or Bids including a copy of all subcontractor and supplier quotes or bids received by Contractor
5. Attachment 4 - Engineering Services During Construction including the proposed engineering services scope and fee for all remaining professional services to be performed during construction. Percentage estimates may be used for the Schematic Design construction cost estimate. It is required that a detailed scope and fee be provided at the Design Development construction cost estimate. Professional services shall include but not be limited to: submittal review; problem resolution and design revisions (requests for information); site visits and witness tests; Process Operations Manuals and Standard Operating Procedures; facilities start-up assistance; process training, record drawings,

- and field-based resident engineering services.
6. Attachment 5 – Contingency outside of GMP. This contingency is a sum of money unassociated with any specific work to allow the Contractor to accommodate market changes and/or unforeseen conditions in order to complete the Project. The Contractor shall include proposed procedures for quantifying the amount of potential market changes, including what equipment, components, or commodities should be considered for adjustments. The Contractor shall include justification for value of contingency.
  7. Attachment 6 – Allowance Items. Allowance shall be for the sole use of the County for scope changes and adjustments or agreed to risks that the County controls.
  8. Attachment 7 – Contractor’s Financial Risk Analysis. The Contractor shall provide a financial and probability-of-occurrence risk analysis and other supporting information used to determine the cumulative value of the risks incorporated into the cost estimate.
  9. Attachment 8 - General Conditions Fee and information to support the General Conditions Fee provided in the cost model, including revisions from the General Conditions Fee submitted with the cost proposal. The information shall also include updates to level of staffing and field office costs, including supporting cost data.
  10. Attachment 9 - Startup, Commissioning, Training, and Acceptance Testing information to include information to support the start-up, commissioning, training, and acceptance testing costs provided in the cost model. The Contractor shall provide: an organizational chart of its start-up, commissioning, training, and acceptance testing staff; a conceptual plan for performing these activities; and person-hour and cost analysis for the associated activities. Cost information shall also be included for development of the Operations and Maintenance Manuals and Training sessions by the Contractor. The Contractor shall also provide the costs elements for warranty periods following substantial completion.
  11. Attachment 10 - Updated Letter from Surety (or sureties) verifying that Contractor has sufficient performance and payment bonding capacity available for the Project based on the current cost estimate.

**A5.2.7 Health and Safety Plan.** The Contractor shall be responsible for preparing and submitting a Health and Safety Plan for the Project that is in conformance with County standards, including the WPCB Contractor Safety Standard, and applicable OSHA standards. The Contractor shall submit the Health and Safety Plan no later than the submittal of the Early Work GMP.

**A5.2.8 Quality Control Plan.** The Contractor shall prepare a Construction Quality Control Plan in accordance with Attachment B: General Requirements Section 01 45 16. The Contractor shall submit the draft Quality Control Plan no later than the submittal of the Early Work Design Development. The final Quality Control Plan submittal shall be submitted no later than the submittal of the Early Work GMP.

**A5.2.9 Security Plan.** The Contractor shall prepare and submit a Site Security Plan. The security plan shall address how Site security will be maintained during construction activities. The Contractor shall submit the Security Plan no later than the submittal of Early Work GMP.

**A5.2.10 Site Logistics Plan.** The Contractor shall prepare and submit a Site Logistics Plan that addresses laydown area of stored material, location of construction trailers, ingress/egress of construction traffic at the plant, off-street parking and storage of equipment and material, and maintenance of traffic. The Contractor shall demonstrate how the Site logistics will change throughout the sequencing of construction. The Contractor shall use schematics to demonstrate

location of temporary facilities, staging areas, and parking areas during the various phases of construction. The Contractor shall submit the Site Logistics Plan for each phase no later than the submittal of Design Development.

**A5.2.11 Sustainability and Envision.** The County will provide a Sustainability Lead to develop a Sustainability Management Plan and lead the Envision documentation and verification requirements. At a minimum, the project must meet Envision Silver verification, with a goal of Envision Gold. The Contractor shall appoint a Sustainability Lead to work with the County, incorporate the Envision framework into project workshops and decisions, and work with the County's Envision Lead to identify Innovation Credits and confirm expected credits. The Contractor's Sustainability Lead shall be an Envision Sustainability Professional as defined by the Institute for Sustainable Infrastructure. The Contractor shall cooperate with the County for development of documentation as necessary to achieve the targeted credits. Additional details on Envision Verification requirements are included with Attachment B: General Requirements Section 01 81 13.

**A5.2.12 THP/AD Pilot Testing Research Coordination.** The County is coordinating various THP, digestibility, and dewatering research with Virginia Tech as part of a pilot program. This work is on-going and real-time information will be shared with the Contractor. The Contractor shall review data and participate in discussions of the pilot program to confirm design criteria for the new facilities. No deliverables are required by the Contractor.

**A5.2.13 Start-up and Commissioning Plan.** The Contractor shall provide a conceptual Start-up and Commissioning Plan. The Plan should be developed collaboratively with the County and shall be a living document throughout all Stages. At a minimum, during the Design Implementation Stage, the Plan shall include:

1. Proposed Commissioning Team
2. Preliminary Commissioning Schedule, including constraints
3. Definition of Commissioning Terms and description of each testing stage, including prerequisites to move into that stage of testing
4. Internal and external communication protocols
5. Coordination with outside utilities
6. Coordination with system integration, including responsibilities for development of graphics, programming, loop drawings, and loop testing and checkout
7. Description of Commissioning Responsibilities, including timing for the County taking over responsibility of operations and maintenance activities. Operations support from the Contractor may be considered.
8. Definition of Performance Guarantees for inclusion in the GMP Amendment, including: analytical tests required; information collection requirements; and calculations and analyses required for verification
9. Definition of Acceptance Tests for inclusion in the GMP amendment
10. Description of training requirements and training procedures, including both vendor-led training and Design Professional-led training
11. Description of Operations and Maintenance documentation requirements, including vendor Operations and Maintenance Manuals, Plant Operations and Maintenance Manuals, and Standard Operating Procedures
12. Definition of equipment or process failure as it relates to testing



13. Discussion of warranty applicability, including review of any extended warranties

The Contractor shall submit the draft Start-up and Commissioning Plan no later than the submittal of Design Development Documents.

**A5.3 Guaranteed Maximum Price.** This Agreement is a guaranteed maximum price (GMP) Contract. After resolving County comments on each Design Development submittal (Early Work and Main Project) and submittal of the respective GMP Drawings and Specifications, the Contractor shall submit a GMP Proposal for the Construction Implementation Stage to the Project Officer for review. Adjustments to the GMP Proposals can only be made in accordance with the terms of this Agreement.

**A5.3.1 Formation of GMP.** The Contractor shall submit each GMP Proposal pursuant to this Section and include: (1) a list of proposed subcontractors and major suppliers, and the bid packages submitted by each sub-contractor, as requested by the County; and (2) procedures used for selecting each sub-contractor and major supplier to ensure that the selection process was fair and competitive. The GMP proposed therein is intended to represent the Contractor's offer to fully complete the Project. As part of any GMP Amendment, the Contractor shall certify that the GMP established thereby contains sufficient amounts to provide and complete the respective portion of the Project (i.e., Early Work and Main Project). The Contractor will further covenant and agree in the Main Project GMP Amendment that it will perform all construction work necessary to fully complete the Project including, without limitation, aspects of the Work that are not shown on the GMP Drawings and Specifications but which are a logical development of the design intent reflected in the GMP Drawings and Specifications, for an amount not to exceed the GMP.

**A5.3.2 Review of GMP Drawings and Specifications.** Before submitting its GMP, the Contractor shall review the respective GMP Drawings and Specifications for accuracy, constructability, and completeness and shall bring deficiencies to the attention of the County. To the extent that any such deficiencies in the GMP Drawings and Specifications could have been identified by such review by a competent Contractor, such deficiencies shall not be the basis for a change in the GMP or delaying the Project Schedule.

**A5.3.3 Basis of Guaranteed Maximum Price.** The Contractor shall include a written statement of its basis with each GMP Proposal. The written statement of its basis shall include updates to all information provided with the previous project cost models and the additional information noted below:

1. Attachment A: List of the Drawings and Specifications, addenda, and General, Supplementary, and other Conditions of the Contract on which the GMP is based.
2. Attachment B: List of Unit Prices as well as a statement of their basis.
3. Attachment C: Assumptions and Clarifications made by the Contractor in the preparation of the GMP Proposal to supplement the information contained in the Drawings & Specifications.
4. Attachment D: The proposed GMP, including a statement of the detailed cost estimate for the Cost of Work organized by trade categories, General Condition Fee, and Design-Build Fee that comprise the GMP. Include the following information:
  - a. Detailed cost model information
  - b. Subcontractor and supplier bids

- c. Evaluation of subcontractor bids, including adjustments to the bids and/or self-performance cost models to arrive at the trade category cost estimates. Justify adjustments with appropriate detailed cost model information and additional backup as required by the County.
  - d. Engineering Services During Construction including the proposed engineering services scope and fee for all remaining professional services to be performed during construction. A detailed scope and fee estimate must also be included. Professional services shall include, but not be limited to: submittal review, problem resolution and design revisions (requests for information); site visits and witness tests; Process Operations Manuals and Standard Operating Procedures; facilities start-up assistance; process training; record drawings; and field-based resident engineering services.
  - e. General Conditions Fee. Provide backup to include a detailed staffing plan (with hours and rates by position) and details of all general conditions costs outlined in the scope of work.
  - f. Details of costs for Startup, Commissioning, Training, and Acceptance Testing
  - g. If the GMP is greater than the previous control budget, a cost memorandum shall be submitted to reconcile the difference. The memorandum shall compare the previous control budget to the GMP. Detailed justification shall be provided by construction division with a summary of costs totaling the difference between the target estimate and GMP.
5. Attachment E: An agreed upon schedule that the Contractor has negotiated with the Design Professional, and all Subcontractors. The schedule shall include, but not be limited to the Substantial and Final Completion Dates, upon which the proposed GMP is based. All other project schedule requirements shall be followed as defined in the County issued RFP and Agreement.

Separate and outside of the GMP Proposal, the Contractor shall provide a recommendation and basis for the Contingency. This Contingency is a sum of money unassociated with any specific work to allow the Contractor to accommodate market changes and/or unforeseen conditions in order to complete the Project and is not included in the GMP calculations.. For example, market conditions and/or unforeseen conditions include:

- Market changes – extraordinary changes in pricing of certain equipment, components, or commodities that cause an increase in pricing. The parties agree that procedures for defining market changes and procedures for quantifying the amount of the potential increase will be defined in the GMP Amendment, including what equipment, components, or commodities will be considered for adjustments based on market changes.
- Unforeseen conditions – certain conditions and events identified in the County General Conditions that could not be foreseen at the time of GMP

The Contractor shall include a justification for the value of the Contingency based on market risks and potential unforeseen conditions. The County must approve all uses of Contingency. Any County authorized use of Contingency will result in a modification to the GMP per the terms of the Contract via the Change Order process. Any unused Contingency will be returned to the County with no shared savings.

In addition, separate from the GMP Proposal, the Contractor shall provide a list of allowance items for consideration by the County. Allowance shall be for the sole use of the County for scope changes and adjustments or agreed to scope items that the County controls. The Contractor shall include a list of any unit prices with the allowance items. The budget will be outside of the GMP. Any County authorized use of allowance will result in a modification to the GMP per the terms of the Contract via the Change Order process. The Contractor is not guaranteed any work as related to the allowance items, and any unused allowance will be returned to the County with no shared savings.

**A5.3.4 County Review of GMP Proposal.** Seven (7) days after submittal of each GMP Proposal, the Contractor shall meet with the County to review the GMP Proposal and the written statement of its basis. In the event of any inconsistencies or inaccuracies in the information presented, the Contractor shall make appropriate adjustments to the GMP Proposal. The County will submit comments on the GMP Proposal to the Contractor within twenty-one (21) calendar days of the GMP Proposal meeting. The Contractor shall respond to the comments and record responses and/or actions required to resolve items within seven (7) days of receiving comments. Multiple negotiating sessions and sequences consistent with the time frames listed above are anticipated.

**A5.3.5 GMP Amendment.** Upon acceptance by the County of each GMP Proposal, the GMP and its basis shall be set forth in a GMP Amendment. In the event that the Contractor and the County are unable to agree upon a GMP and a project schedule for any reason, the Contract will be terminated per the requirements of the Contract. In the event the Contract is terminated, the County shall be free to use any of the information developed during the Design Confirmation Stage and Design Implementation Stage to obtain a new contractor to complete the Project.

**A5.3.6 Certification.** As part of each GMP Proposal, the Contractor agrees to specifically acknowledge and declare that the Contract Documents are sufficiently complete to have enabled the Contractor to determine the Cost of the Work therein in order to enter into each GMP Amendment and to enable the Contractor to agree to construct the Work outlined therein in accordance with applicable leases, statutes, building codes, and regulations without any increase to the GMP or extension of Contract Time, except if and to the extent otherwise expressly provided in the Contract. The Contractor shall further acknowledge that: i) it has visited the Site, ii) it has examined all conditions affecting the Work, iii) it has performed and agrees with all studies the Contractor was required to perform under this agreement, iv) it is fully familiar with all of the conditions thereon and affecting the same, and v) it has carefully examined all drawings and specifications.

## **A5.4 PERMITTING**

**A5.4.1 Permitting and Regulatory Approvals Plan.** The Contractor shall produce a Permitting and Regulatory Approvals Plan that identifies all necessary information, applications, permits, documents, and forms required to secure the permits necessary to perform the Work. The Plan shall identify all required approvals, a system to track the requirements of all approvals, and the roles and responsibilities for obtaining all approvals. The Plan shall include a strategy for meeting air permit and stormwater permit requirements. A preliminary list of anticipated permit requirements is provided in the Attachment B: Facilities Plan. This list shall be further developed by the Contractor during the Design Implementation Stage.

**A5.4.2 Permit Set Submission to Code Officials and Regulatory Agencies.** The Contractor shall submit the necessary documents to the Code Officials in order to obtain the necessary permits to construct the Project (“Permit Set”) as determined by the Code Officials and all applicable laws and regulations. The Contractor shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Officials, with no change to the GMP.

**A5.4.3 Permit Fees.** Except for trade permits, Permit Fees will be the responsibility of the County.

## **A5.5 CONSTRUCTION IMPLEMENTATION STAGE**

### **A5.5.1 General Understandings.**

The Project will have two defined Construction Implementation Stages: 1) Early Work Construction Implementation Stage; and 2) Main Project Construction Implementation Stage. The Construction Implementation Stage of the Project for each stage shall commence upon execution by the County of a GMP Amendment, a County issued Notice to Proceed, and a revised Purchase Order for any increased amount for the Construction Implementation stage.

**A5.5.2 Drawings & Specifications.** All of the Work shall be constructed in strict accordance with the final IFC Set and all Contract Documents.

**A5.5.3 General Requirements.** The General Requirements provided with the Attachment B: RFP Plans provide specific requirements for the Construction Implementation Stage, including Early Work. The Contractor must adhere to the conditions described in the Attachment B: General Requirements. Additional requirements are detailed in sections A5.5.4 through A5.5.9.

**A5.5.4 Sustainability and Envision.** The County will update the Sustainability Management Plan after issuance of the IFC Set. The Contractor shall cooperate with the County for development of documentation as necessary to achieve the targeted credits during the Construction Phase. Additional details on Envision Verification requirements are included with Attachment B: General Requirements Section 01 81 13.

**A5.5.5 Process Operations Manual and Standard Operating Procedures.** The parties will work collaboratively during the Design Implementation Stage to define requirements for a Design Professional developed Process Operations Manual and Standard Operating Procedures (SOPs). The final scope for these materials will be defined in the GMP Amendment. It is anticipated that electronic Process Operations Manual and SOPs will be developed to include a variety of information including facility and equipment descriptions, design criteria, process control narratives, design drawings, standard operating procedures, and vendor supplied equipment Operations and Maintenance Manuals. The Process Operations Manual will include all systems and processes associated with the Biosolids Upgrades. The Process Manual will be subdivided by process area, and SOPs will be developed for each unit process. Together, the Process Operations Manual and SOPs shall include the following, at a minimum:

1. Scope and purpose
2. Health and safety information, including specific hazards, emergency relief, and hazardous gas monitoring
3. Process overview with system description, listing of major equipment, and process design criteria supported with appropriate data and graphics
4. Start-up procedures including pre-start-up checklists
5. Normal operations, including description of operation, equipment monitoring and control, process flow diagrams, typical set points, different modes of operation, and process limitations
6. Alarms and interlocks and process troubleshooting
7. Shutdown procedures for both normal and emergency shutdowns
8. Any special procedures
9. Description of any alternate operation scenarios, including when such alternate scenarios should be used and how they will be implemented.

Vendor supplied Operations and Maintenance Manuals are specified in Attachment B: General Requirements Section 01 78 23.

**A5.5.6 Contractor Provided Training.** The Contractor shall provide training as indicated in this section.

**A5.5.6.1 Training Plan.** Prior to completion of the Pre-Demonstration Period, which is defined in Attachment B: General Requirements Section 01 75 00, the Contractor shall develop a Training Plan for Project Officer review and acceptance. The training plan shall include the following requirements:

1. Description of classroom and field/maintenance shop training as provided by both the Design Professional and equipment suppliers.
2. Description of general content of training sessions, including theory, sequence of operations, hazard analysis, safety features, emergency procedures, assembly, disassembly, preventive, corrective and predictive maintenance, wiring, control loops, schematics, and diagrams.
  - a. Process training from the Design Professional shall include process overview for each system, process principles, how the systems are integrated, safety features of the integrated systems, and review of functional descriptions and alternative operations. The training shall use the various sections of the Process Operations Manual and SOPs to guide the training. The final scope of work for the process training will be defined in the GMP Amendment.
  - b. Supplier training shall include equipment specific training and shall utilize the supplier supplied Operations and Maintenance Manuals to guide the training.
3. List all equipment and systems in the Project to receive training. The list shall include a description of each system, instructor qualifications, availability of continuing education units (CEUs), identification of target audience, and duration of training sessions (classroom and hands on).

4. Hours of training that will be provided, including accommodating four operational shifts: two day shifts (6 AM – 6 PM) and two night shifts (6 PM – 6 AM) with non-overlapping personnel.
5. Each training session shall be professionally recorded (video/audio), including both classroom and hands-on portions of the training. Video/audio techniques and firms shall be submitted and accepted by the Project Officer.

**A5.5.6.2 Lesson Plans and Training.** The Contractor shall develop and submit lesson plans 14 days prior to all training. Training shall be completed for operations and maintenance staff at a time agreed upon between the Contractor and County. Training must accommodate all operating and maintenance shifts.

Process training by the Design Professional shall be initiated a minimum of 90 days prior to commencement of the Demonstration Period as agreed upon by the Contractor and Project Officer.

Supplier prepared training shall be coordinated by the Contractor and shall be initiated prior to commencement of the Demonstration Period as agreed upon by the Contractor and Project Officer. Training sessions by equipment suppliers shall comply with the requirements of the Design Professional's specifications.

**A5.5.7 Start-up and Commissioning.** The scope of work for Start-up and Commissioning during Construction Implementation will be defined during the Design Implementation Stage and must be included with the GMP Amendment, including delineation of roles and responsibilities of the parties.

**A5.5.8 On-Site Management.** The Contractor shall provide on-site management and superintendence during all working hours.

**A5.5.9 Supervision.** Throughout the Project, the construction office shall be manned by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

## **A6. COMPENSATION**

**A6.1 Sole Compensation.** The Contractor's sole compensation for the Work shall be the Design-Build Fee, the General Conditions Fee, and reimbursement for the Cost of the Work.

**A6.1.1 Cost of the Work.** The Cost of the Work shall include the following costs, which shall be reimbursable at cost and without mark-up of any kind:

1. Payments made by the Contractor to subcontractors and suppliers, but only in accordance with the subcontracts and supply agreements, including costs of rental equipment and handling, removal and disposal of existing hazardous materials on the Site and remediating existing regulated Site conditions;

2. Cost of materials and equipment suitably stored per the requirements of the General Conditions;
3. Design Fee;
4. Engineering Services During Construction, including all necessary assistance for start-up and training;
5. All amounts due to the Contractor for self-performed Work. If the Contractor self-performs work, the Contractor must submit three quotes by potential subcontractors validating price competitiveness of Contractor's decision to self-perform. The Project Officer may, in their sole discretion, approve self-performed work without competitive pricing submission. In such situation, the Contractor must submit the following documentation with applications for payment. **Note:** Self-performed work is not to be considered subcontractor work. Self-performed work includes work completed by the Contractor and the subcontractors included with Offeror Proposal.
  - A. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Contractor while engaged in approved self-performed work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
  - B. **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the self-performed work, including, without limitation, costs of transportation and handling.
  - C. **Unincorporated Materials.** The cost of materials, products, supplies, and equipment not actually installed or incorporated into the self-performed work, but required to provide a reasonable allowance for waste or spoilage. Such amount shall be subject to the Contractor's agreement to turn unused excess materials over to the County at the completion of the Project or, at the County's option, to sell the material and pay the proceeds to the County or give the County a credit in the amount of the proceeds against the Cost of the Work.
  - D. **Equipment.** The cost of equipment and machinery owned by the Contractor used in the performance of the Work, inclusive of maintenance and operational costs subject to prior approval from the County with supporting documentation regarding cost. Rates and quantities of equipment shall be subject to the Project Officer's written approval;
6. The cost of temporary operations;
7. Royalty and license fees paid for use of a design, process or product, if its use is required by this Agreement or has been approved in advance by the County;
8. Fees for obtaining all required approvals or permits associated with trade permits;

9. All fees and other costs necessarily incurred to conduct testing and inspections required by the Agreement or applicable laws, or otherwise to maintain proper quality control, including those associated with start-up and commissioning. The costs the Contractor incurs to schedule and coordinate any additional testing and inspections that the County may decide to conduct itself shall be reimbursable unless the additional testing establishes that the Work tested was defective or otherwise failed to satisfy contract requirements, in which case the Contractor shall pay the costs, without reimbursement;
10. All bonds to jurisdictional agencies (utilities, stormwater management, land disturbance, and grading);
11. All performance and payment bonds and insurance attributable to the Project; and
12. Sales or use taxes where the Contractor establishes that applicable law required payment of such taxes. **Note:** Material incorporated into the Work may be exempt from Virginia sales tax per Code of Virginia 58.1-3660 and Code of Virginia 58.1-609.3. The Contractor is required to work with the Virginia Department of Environmental Quality to confirm applicability of this exemption. Any benefit of tax exemption related to the project shall be passed on to the County. Reference <https://www.deq.virginia.gov/land-waste/recycling/tax-incentive-programs>.

**A6.1.2 General Condition Fee.** The General Conditions costs, which are reimbursable, shall include, but not be limited to, the following:

1. The cost of Construction Staff. The term Construction Staff shall mean the i) Project Executive, ii) Project Managers, iii) Project Engineers, iv) Commissioning Staff, v) Quality Control Staff, vi) superintendents and other personnel assigned to the Project that the County has agreed in writing can be included, vii) administrative staff assigned on a full-time basis to the Site, and viii) professional staff performing scheduling, cost estimating, and accounting services;
2. Fringe Benefits associated with Construction Staff;
3. Payroll taxes and payroll insurance associated with Construction Staff;
4. Staff costs associated with obtaining permits and approvals;
5. Out-of-house consultants;
6. The field office for the County's Program Manager and Contractor including, but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Implementation Stage; (iv) furniture; and (v) office supplies;
7. Office equipment including, but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios; and (vii) any other supply or consumable required for a fully functioning office space subject to prior approval by the County;



8. Printing costs for County deliverables;
9. Off-site travel for all non-local witness testing and manufacturing visits in accordance with the Contract requirements;
10. Local delivery and overnight delivery costs;
11. The cost of temporary power and water necessary for construction operations to provide heating, cooling and ventilation for the building during construction. Such costs include the cost of any temporary construction necessary to provide such power and water during the Construction Implementation Stage;
12. First aid facility;
13. Other temporary amenities, including:
  - a. Temporary toilets for use of all trade labor
  - b. Temporary fire protection
  - c. Project site security, including employee badging
  - d. Traffic control
  - e. Fencing, barricades, partitions, and protected walkways
  - f. Temporary and emergency lighting
  - g. Temporary facilities for equipment and spare part storage, including climate control, whether on-site or off-site
  - h. Temporary construction facilities and services, including parking and laydown areas whether on-site or off-site
  - i. Temporary heat and ventilation
  - j. Tools and tool sheds
  - k. Project signs;
14. Routine Site cleanup, including labor and equipment associated with daily Site cleanup and dumpsters, cleanup at substantial completion, and cleanup at final completion;
15. Health and safety program, including all necessary health and safety supplies and health and safety reward programs;
16. Project information and documentation, including drone and webcam photographs and videos and monthly progress photos;
17. Project groundbreaking and ribbon cutting ceremonies; and
18. Start-up and Commissioning Planning

**A6.1.3 Non-Reimbursable Costs.** The following costs are not reimbursable:

1. Fees for any permits or licenses the Contractor requires to conduct its general business operations;
2. Capital expenses and interest on capital employed for the Work;
3. The cost of home or regional offices, it being understood that compensation for such costs is included in the Design-Build Fee;
4. Local travel, including mileage and meals for local personnel. Local is defined as travel within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget;
5. Costs due to the errors or omissions of the Contractor or its subcontractors or suppliers at all tiers, negligent or otherwise;
6. Costs due to breach of Contract by the Contractor or its subcontractors or material suppliers at all tiers, including, without limitation: costs arising from defective or damaged Work or its correction; disposal of materials or equipment erroneously supplied; and repairs to property damaged by the Contractor or its subcontractors or material suppliers at all tiers;
7. Legal costs incurred for any reason;
8. Fines or penalties assessed or imposed by third parties as a result of Contractor Fault;
9. Any costs associated with establishment of a joint venture (or other legal entity), including registration and accounting costs;
10. Any cost that would cause the GMP to be exceeded; and
11. Any costs incurred in performing work of any kind before the Notice to Proceed is issued, unless specifically authorized by the County in writing.

**A6.1.4 Design-Build Fee.** The Contractor's Design-Build Fee shall be as set forth in Attachment E (Guaranteed Maximum Price). The Design-Build Fee together with the General Conditions Fee is intended to compensate the Contractor for all costs not properly reimbursable as a Cost of the Work, including, but not limited to, the Contractor's home office overhead, profit, and staffing costs.

**A6.1.4.1 At-Risk Portion of Design-Build Fee.** Ten percent ( 10%) of the Design-Build Fee is at risk (the "At-Risk Portion"), and the Contractor shall only be entitled to the At-Risk Portion as set forth below. The Contractor shall be eligible to earn the At- Risk Portion of the Design-Build Fee based on its performance pursuant to the factors outlined below.

#### **A6.1.4.1.1 Evaluation Factors**

##### Factor 1: Design Management

- Adherence to Schedule
- Quality Performance: Effectiveness of Contractor and subcontractor Quality Control programs, responsiveness to County concerns regarding quality issues
- Technical Expertise and Experience: Commitment to energy-sustainable design, early identification and resolution of design and/or construction problems

##### Factor 2: Construction Management

- Adherence to Schedule and regular schedule updates
- Quality Performance: Effectiveness of Contractor and subcontractor Quality Control programs, responsiveness to County concerns regarding quality issues
- Technical Expertise and Experience: Early identification and resolution of design and/or construction problems
- Cooperation and effective working relationships with other contractors and County personnel

##### Factor 3: Safety Performance

- Jobsite Cleanliness
- Demonstrated efforts to achieve accident rates below target goals for Recordable and Lost Time injuries.
- Adherence to Safety Plan: Safety performance and management commitment to safety requirements

##### Factor 4: Plant Operations and Coordination

- Support of advanced planning and coordination needed to anticipate operational impacts
- Attentiveness to needs expressed by County operations staff
- Support and provide Site maintenance, including cleanup, erosion control, security, access and parking
- Responsiveness to issues that may jeopardize plant operations or water quality.
- Response to emergencies and other unexpected situations

##### Factor 5 : Project Management, Teamwork and Communication

- Contribution to effective, focused meetings
- Responsive, respectful and professional working relationship between Contractor and all team members, including support of the collaborative design-build process
- Proactive coordination with the County on responding to information requests and Requests for Interpretations
- Assist the County in responding to community requests and managing the high-profile project
- Minimization and timely submission and resolution of claims or requests for equitable adjustment including efforts in mitigating costs for changed conditions
- Planning, organizing and managing all program elements; management actions to achieve and sustain a high level of productivity

- Effectiveness in management of the Request for Interpretations process including adequacy of contract document review prior to submission of clarification requests and quality of recommended solutions

Factor 6: Start-up and Commissioning

- Effectiveness in coordination, execution of, and adherence to, commissioning plan through all phases of the Project
- Timeliness, quality, and thoroughness of operation and maintenance manuals and training
- Timeliness and quality (includes accuracy and format) of monthly as-built drawings updates and other submittals required by the commissioning process

Factor 7 : Project Closeout and Post Construction

- Effective scheduling and management of turnover actions
- Minimization and timely resolution of punch list items
- Timely response to warranty calls
- Quality of repairs

**A6.1.4.1.2 Performance Monitoring**

1. Project Officer will plan and carry out on-site assessment visits, as necessary.
2. Project Officer will conduct all assessments in an open, objective and cooperative spirit so that a fair and accurate evaluation is obtained. This will ensure that the Contractor receives accurate and complete information from which to plan improvements in performance. Positive performance accomplishments will be emphasized as readily as negative ones.
3. Project Officer will discuss the assessment with Contractor personnel as appropriate, noting any observed accomplishments and/or deficiencies. This affords the Contractor an opportunity to clarify possible misunderstandings regarding areas of poor performance and to correct or resolve deficiencies.

**A6.1.4.1.3 Evaluation/Assessment Reports**

1. Project Officer will submit the At-Risk Fee Evaluation Report to the Procurement Officer semi-annually. The Contractor shall be furnished a copy of the At-Risk Fee Evaluation Report.

**A6.1.4.1.4 Evaluation Periods**

1. At-Risk Fee Award meetings will be held semi-annually to discuss Contractor's performance and will include the Contractor and the Project Officer. The Contractor will be provided an opportunity to submit information on its behalf, including an assessment of its performance during the evaluation period. After the meeting, the Project Officer will consider matters presented by the Contractor and finalize its findings.

2. The Project Officer will determine the At-Risk Fee Award percentage earned by the Contractor, determine whether any unearned Fee may be earned back in the following evaluation period if Contractor addresses the issues, and generate a decision letter to the Contractor. The Contractor will submit an invoice for the earned At-Risk Fee upon receipt of the decision letter.
3. If the Project Officer and the Contractor disagree on an item of contention, the Procurement Officer at their sole discretion, will determine the appropriate At-Risk Fee Award percentage that will be earned by the Contractor.
4. The County may elect to distribute any unearned Fee to the subsequent period, or to apply any unearned Fee to specific future evaluation period(s) if the County determines that certain period(s) require increased performance incentive(s).
5. The amount available to earn in each evaluation period will be a proportionate percentage of the Cost of Work earned in that period, but the cumulative amount of the At-Risk Portion of the Design-Build Fee paid shall at no time constitute more than 10% of the Design-Build Fee paid to date.

**A6.1.4.2 Not At-Risk Portion of the Design-Build Fee.** The Not At-Risk portion of the Design-Build Fee is the 90% of the Design-Build Fee remaining after deduction of the At-Risk portion of the Design-Build Fee. The Not At-Risk portion of Design-Build Fee will be paid proportionately to the percentage of Cost of Work earned in that period.

**A6.1.4.3 Changes to the Design-Build Fee.** The Design-Build Fee shall not be increased or decreased as a result of Change Orders unless such changes (i) extend the Period of Performance for Substantial Completion from that contemplated herein by more than 60 days; or (ii) the County makes additions to the scope of work that either individually or in the aggregate cause the GMP to increase Change Orders related to differing site conditions, hazardous material, or Project delays shall not be considered an increase in the scope of work for this calculation.

**A6.1.5 Savings.** Upon completion of the Work, the Contractor shall provide to the Project Officer a detailed and complete accounting of the Cost of the Work and the General Conditions Fee for the Project. Should the actual final Cost of Work and General Conditions Fee be less than those amounts listed in Exhibit E as adjusted pursuant to the Agreement, the savings shall accrue seventy-five percent (75%) to the County and twenty-five percent (25%) to the Contractor. Should, however, the actual final Cost of Work and the General Conditions Fee exceed the Cost of Work and the General Conditions Fee listed in Exhibit E as adjusted pursuant to the Agreement, then the excess amount shall be borne solely by the Contractor.

**A6.1.6 Progress Payments.** The Contractor shall be paid its compensation in a series of progress payments and a final payment for Work completed in accordance with the Contract Documents, and for which proper applications for payment have been submitted and approved. Prior to execution of GMP amendment, the Contractor shall be compensated for only completed design work.

## **A7. DIVERSION OF KEY PERSONNEL AND SUBCONTRACTORS**

**A7.1 Identification of Key Personnel and Subcontractors.** The following individuals and organizations shall be considered Key Personnel (whether employed by the Contractor or one of its subcontractors) and Subcontractors:

- A. Design Build Project Manager – [NAME]
- B. Quality Control Manager – [NAME]
- C. Design Manager – [NAME]
- D. Pre-Construction Manager – [NAME]
- E. Construction Manager – [NAME]
- F. Commissioning and Start-up Manager – [NAME]
- G. Lead Solids Handling Design Engineer – [NAME]
- H. Lead Thermal Hydrolysis Engineer – [NAME]
- I. Lead Biogas Handling and Treatment System Engineer – [NAME]

The Contractor will not be permitted to reassign any of the Key Personnel or Subcontractors unless the Project Officer approves the proposed reassignment and the proposed replacement.

If any of the Key Personnel must be absent for an extended period, the Contractor must provide an interim Key Personnel, subject to the County's written approval.

## IV. PROPOSAL REQUIREMENTS

### **1. GENERAL**

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed any stated page limitations. The proposal must be formatted for 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

### **2. PROPOSAL SUBMISSION**

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

### **3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS**

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

**4. PROPOSAL STANDARDS**

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

**5. UNNECESSARILY ELABORATE RESPONSES**

The County may view unnecessarily elaborate brochures or other presentations, including elaborate or expensive artwork, and visual and other presentations, as an indication of the Offeror's lack of cost consciousness.

**6. EXPENSES INCURRED IN PREPARING PROPOSAL**

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

**7. TECHNICAL PROPOSAL EVALUATION CRITERIA AND WEIGHTS**

The County will evaluate proposals using the following criteria and select those Offerors deemed to be fully qualified and best suited among those submitting proposals for further consideration, which may include, but may not be limited to, review of references and oral presentations. Any such subsequent evaluations will be based on the same criteria.

<b>Evaluation Criteria</b>	<b>Points</b>
Project Team Qualifications	25
Project Understanding	15
Pre-construction and Design Approach	15
Construction, Start-up and Commissioning Approach	20
Management Approach, Work Plan and Schedule	15
Cost Proposal	10
<b>Total</b>	<b>100</b>

**8. PROPOSAL SUBMITTAL ELEMENTS**

The County will not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

**A. EXECUTED FORMS**

- a. Proposal Form: original and copies as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

**B. TECHNICAL PROPOSAL**

The Offerors shall submit responses to Proposal evaluation criteria specified in paragraph 7 above as follows:

- 1. Project Team Qualifications (Page limit – 10 pages).** The Offeror shall summarize why they are best qualified to perform this Project. Without repeating qualifications previously submitted with the RFQ, the summary shall include:



- a. Past Project Team experience and lessons learned. State up to five (5) key lessons learned from past project team member experience and how those lessons-learned will be adapted to this Project. Include project examples of complex technical issues that were resolved and that demonstrate the experience of the key personnel identified on this Project working together. Full project descriptions shall not be submitted.
- b. Project leadership. Identify the key project leadership, including delineation of roles and responsibilities. Identify the Authorized Representative for the Offeror's team, including the scope of the Authorized Representative's authority. Note any changes since the RFQ application was submitted. Identify how key decisions (both internal and external) will be made and who will make them. Discuss how the proposed team will work with the County to ensure project success. An updated organization chart shall be submitted showing such relationships.
- c. Roles and responsibilities. Provide a narrative describing the roles and responsibilities of the various firms included on the Design Build team, both design and construction.
- d. Resumes. Offerors may provide up to fifteen (15) additional resumes in addition to those provided with the RFQ for additional personnel they deem critical to the success of the Project. Resumes shall be provided in an Appendix and be limited to one page each. Resumes do not count against the page limit. Resumes provided with the RFQ application shall not be duplicated here.

**2. Project Understanding (Page limit – 10 pages).** The Offeror shall demonstrate understanding of the Project, including key project challenges and the Offeror's approaches to meeting those challenges. Where appropriate, the Offeror shall provide specific examples where the team has implemented similar approaches. This section should include the following information:

- a. Goals and objectives. Describe the Offeror's understanding of the mission, goals and objectives of the Project and how the Offeror's team and proposed delivery approach aligns with the County's goals.
- b. Key Project Challenges. Identify five (5) key project challenges that will need to be addressed during the Project and describe how the Offeror will address these challenges based on their previous experience and project understanding. While the Facilities Plan provided with the RFP establishes certain minimum technical requirements, Offerors are encouraged to develop alternatives and provide additional details on how the key project challenges will be addressed, including any innovative strategies that may be employed.

**3. Design and Pre-construction Approach (Page limit – 20 pages).** The Offeror shall state the Offeror's anticipated approach to design and pre-construction services, including the expected benefits of the engagement of the entire team during the design process. The information provided shall include:

- a. Design approach. Description of the overall approach to design and key design considerations, considering the conceptual work completed in the Facilities Plan. The Offeror shall also discuss how multiple project elements can be successfully integrated, especially design elements. Discuss the role of the County in the design process of the Project within the context of the design-build delivery model.
- b. Pre-construction approach. Description of how the pre-construction services will interface with the design process and how the proposed team will promote an integrated design-build structure. Identify the key pre-construction deliverables and

activities, including how those deliverables and activities will integrate with the design process and the benefits expected. Provide recommendations on what key stakeholder decisions are required early to progress the design in a collaborative manner. Describe how the Offeror will ensure timely engagement of subcontractors.

- c. Early Work Package. Discuss the scope of work for the Early Work Package, including thoughts on constructability, value engineering or other comments on the proposed scope. Identify the procurement plan for the Early Work Package, including bid packages and approach to developing a GMP.
- d. Designing to Budget. The proposed Capital Improvement Plan (CIP) budget for the Project is \$175 million. Provide the Offeror's approach to working with the County to meet the defined budget. Identify up to three (3) areas where there could be significant long-term value to the County for changes to the facilities defined in the Facilities Plan. Identify the Offeror's approach to value engineering, including benefits of a formal value-engineering session following 30% design. Describe the approach to developing a cost model, what reporting and trending capabilities you would recommend, and how this model will adapt to changing Project and market conditions. Describe the approach to updating the County on the current budget status. Discuss how scope changes will be identified and tracked, and how cost impacts for the scope changes will be addressed.
- e. Procurement Approach and GMP. Describe the approach for procuring the construction services needed for the Work, including level of design required, subcontractor and equipment selection, and ultimate GMP development. Describe the type of work the Offeror would seek to self-perform (including self-performance by all firms included in original Contractor proposal) and why this would be advantageous to the County. Describe approach for ensuring market-based pricing, including assuring competition on bid packages and pricing self-performance work.

**4. Construction, Start-up and Commissioning Approach (Page limit – 20 pages):** The Offeror shall describe its approach to construction, including construction logistics, maintenance of plant operations, and start-up and commissioning. Where appropriate, the Offeror shall provide specific examples where its team has implemented similar approaches and the successes and lessons-learned from those examples. This section should include the following information:

- a. Site logistics. The space available for construction is very tight and constrained by existing operations and neighbors. Identify an approach to key site logistics, including site utilization, laydown and parking areas, and sequencing of construction.
- b. Maintenance of plant operations (MOPO). Maintaining the ability to haul dewatered solids from the plant for permitted uses is required at all times. Provide thoughts on construction sequencing with respect to MOPO and what any temporary operations may look like. Discuss how a MOPO plan will be developed and utilized. Discuss procedures for major shutdowns, tie-ins and temporary operations.
- c. Quality control during construction. Discuss the approach to maintaining quality control during construction, including the approach to design changes (including County approval for such changes), design errors and omissions, process deficiencies, and construction quality issues. Discuss how the proposed organization of quality control roles and responsibilities will facilitate the quality control process, including implementation of the quality control procedures.
- d. Start-up and Commissioning. Describe the proposed approach to start-up and commissioning, including suggested roles and responsibilities of the Contractor, County, and Program Manager. Discuss the approach to start-up of the complex integrated

systems, including when and how facilities will be turned over to the County factoring in that performance tests cannot likely be completed for many months after the systems are initially started. Describe the approach to training County personnel across multiple shifts prior to start-up, accounting for the multiple processes that will be new to County operations and maintenance staff, and how to ensure a successful turnover. Describe how Performance Guarantees integrate into the overall start-up and commissioning process.

**5. Management Approach and Schedule (Page Limit – 20 pages):** The Offeror shall describe its overall management approach to executing the Project, including details on communications procedures, a focused Work Plan, and approach to risk management, community development and sustainability.

- a. Communications Procedures and Owner Involvement. Describe the control and the flow of information between the design and construction teams, and how the Offeror will interface with the County. Discuss procedures for making timely decisions and how the Offeror will facilitate making these decisions. Describe the proposed approach to development of a partnership with the County, including approach to Partnering sessions.
- b. Work Plan and Narrative. Include a work plan for execution of the design and pre-construction phases, including the plan for delivering the Project. Include proposed review meetings and workshops. As an appendix (not included in page limit), provide a preliminary drawing list and technical specification table of contents, indicating which drawings and technical specification sections will be included in each design submittal (30, 65, and 90 percent). Organize the drawing list by sheet number, series number, engineering discipline, drawing number, and title of the drawing, with a subtotal drawing sheet count provided by engineering discipline. Organize the specification table of contents by six-digit construction division numbers.
- c. Management Approach During Construction. Describe the staffing plan for construction services. Provide an explanation of roles and responsibilities for each staff position and whether these positions are full-time or only needed during specific portions of the project.
- d. Risk Management Plan. Identify the proposed approach to developing a risk register and risk management plan. Develop a sample risk register that identifies the top 10 risks for the Project, including consequences of the risk, potential mitigation, and who owns the risk. Discuss the risk management approach throughout design and construction, using the top 10 risks as examples.
- e. Schedule. Summarize the overall schedule and how Project sequencing may impact the critical path. Discuss specific ideas for reducing the overall schedule. As an appendix (not included in page limit), provide a preliminary critical path schedule that incorporates design, the Early Work Package, and overall Construction of the Project durations and key milestones. Include all major design submission milestones, GMP development, permitting, construction, startup, testing, and training.
- f. Community Development. Discuss approaches that will be taken to strengthen the Arlington County community through this Project, including workforce development and community involvement. Overall community outreach will be led by the County, and supported by the Contractor.
- g. Envision. The County will be leading Envision verification efforts, with a minimum requirement of Envision silver and a goal of Envision gold. The Contractor will be

required to support this verification through implementation of certain design practices and construction initiatives, including documentation procedures. Provide comment on the Envision work completed to date and describe how you will provide support for maximizing the overall sustainability of the project.

**6. Cost Proposal.** The Offeror must use the Cost Proposal Spreadsheet included in this solicitation as Attachment A to provide pricing proposals. Each Offeror's Cost Proposal shall list the cost of services for the Project. **The Cost Proposal must be submitted in a separate electronic file from the technical information.**

**Note: Prior to GMP, the costs presented are preliminary and may change. However, Offerors are asked to provide the most complete and reasonable Cost Proposal at this time as it will be the basis for negotiation at 65% design.**

Attachment A shall be evaluated objectively using the following formula:

$$\frac{\text{Lowest Price Offered}}{\text{Price of Offer being Evaluated}} = \% \text{ Factor} \times \text{Maximum Available Points} = \text{Points Assigned}$$

**C. MANDATORY REQUIREMENTS**

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

1. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.

*Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.*

**D. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any**  
The Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language.

**E. MATERIAL CHANGES**

The Offeror must certify that there are no material changes in its operation that relates to any matter certified to in its Request for Qualification.

## **V. CONTRACT TERMS AND CONDITIONS**

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (\*). THE COUNTY WILL REVIEW ANY REQUEST(S) FOR REVISIONS TO NON-MANDATORY TERMS AND WILL THEREAFTER DEVELOP A FINAL CONTRACT DOCUMENT THAT WILL CONSIDER, BUT NOT NECESSARILY INCLUDE, ALL REQUESTED REVISIONS.



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

### **AGREEMENT NO. 17-304-RFP**

THIS AGREEMENT ("Agreement") is made, on the date of execution by the County, between \_\_\_\_\_ *Contractor's name* \_\_\_\_\_, \_\_\_\_\_ *Contractor's address* \_\_\_\_\_ ("Contractor") a \_\_\_\_\_ *name of state* \_\_\_\_\_ *type of entity* \_\_\_\_\_ authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

#### **1. CONTRACT DOCUMENTS**

The Contract Documents consist of:

- Agreement No. \_\_\_\_\_, and all modifications properly incorporated into the Agreement
- Exhibit A – Scope of Work
- Exhibit B – RFP Plans
- Exhibit C – Arlington County Construction General Conditions
- Exhibit D – Virginia Department of Labor And Industry Wage Determination Decision
- Exhibit E – Guaranteed Maximum Price
- Exhibit F – Drawings, Specifications and Construction Notes (the Issued for Construction Documents)
- Exhibit G – Negotiated Project Schedule
- Exhibit H – Insurance Requirements

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the order of precedence of the Contract Documents shall be as follows:

Exhibits A, B, D, E, F, G, and H are considered complementary documents, what is in one shall be considered as in all; where the terms of these Contract Documents vary the most stringent shall apply; and Exhibits A, B, D, E, F, G, and H shall prevail over Exhibit C.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

## **2. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer who will be appointed by the Director of the Arlington County department or agency requesting the Work under the Contract.

The County has authorized the consultant identified below to act as the County representative for specific purposes to perform specified duties and responsibilities, and to have the rights and authorities as assigned in connection with completion of the Work in accordance with the Contract Documents until such time as the County may notify the Contractor otherwise:

- **HDR Engineering, Inc.** (the "Program Manager")

The County will notify the Contractor after contract award of the specific roles and responsibilities of the Consultant(s). Neither the Program Manager nor any other consultant retained by the County, has any duties, responsibilities, or authorities with respect to the Contractor, unless expressly provided in this Contract. The Program Manager and such other consultants shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto. The Program Manager and such other consultants shall not be responsible for any failure of Contractor to comply with applicable laws or regulations applicable to the furnishing or performance of the Work. The Program Manager and such other consultants will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **3. SCOPE OF WORK**

The Project shall proceed in two phases: the Design Confirmation Phase and the Implementation Phase, all as more specifically set forth in Exhibit A: Scope of Work.

During the Design Confirmation Phase, the Contractor will meet with County representatives and other stakeholders to discuss the RFP Plans and incorporate any revisions to the RFP Plans that may be requested by the County or recommended by the Contractor and agreed to by the County. At the conclusion of the Design Confirmation Phase, the County and the Contractor will have agreed on a Basis of Design, which will form the basis for the iterative design process that will follow during the Implementation Phase.

The Implementation Phase will have three stages: the Early Work Design Implementation Stage, Design Implementation Stage, and the Construction Implementation Stage (the "Implementation Stages"). During the Design Implementation Stages the Contractor will: (i) advance the design and budget for the Project in iterative steps, each involving the review and input of the Project Officer, such that at the end of this stage the Contractor will have produced, and the Project Officer will have approved, a full set of

plans and specifications necessary to construct the Project in accordance with the requirements of the Contract (such approved documents will be the "IFC Set"); and (ii) submit for and receive all necessary permits and approvals from local, state and federal authorities, (the "Code Officials"). During the Construction Implementation Stage, the Contractor shall construct the Project in accordance with the IFC Set and the Contract Documents.

The Work shall be performed according to the standards established by the Contract Documents, all of which are incorporated by reference and are to be read together as a single specification. If there is any discrepancy between the terms of a Contract Document and the terms set forth in this Agreement, the terms set forth in this Agreement shall control. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

#### **4. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR.**

- A. The Contractor is fully qualified to act as the Design-Builder and perform the Work for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the Design-Builder for construction of the Work.
- B. The Contractor has thoroughly examined the terms of the Contract Documents and has found them in all respects to be complete, accurate, and sufficient for design and construction of the Project for an amount that does not exceed the GMP. The Contractor will not be compensated for the performance of any additional or change order Work or for any delays arising from any errors, omissions or conflicts or other issues in the Contract Documents that the Contractor should reasonably have discovered as a result of such review.
- C. The Contractor has been provided with an opportunity to visit the Site and is familiar with local conditions under which the Work is to be performed. By entering into the Agreement, the Contractor assumes the following risks: (1) the nature of the land and subsoil unless such conditions constitute a Differing Site Condition that was not discovered during inspections and reviews completed by the Contractor conducted with Customary Standard of Care as mandated by A3.5 of the Scope of Work and Section 6 of this Contract; (2) the form and nature of the Site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (5) the means of access to the Site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the Site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the Work.

#### **5. CODE AND REGULATORY COMPLIANCE**

The Contractor is responsible for completing the design work and administering the Construction Implementation Phase of the Project in accordance with all applicable federal, state, and/or local regulatory requirements.

**6. STANDARD OF CARE**

The County is entering into this Contract in reliance on the Contractor’s experience and abilities with respect to performing the services hereunder. In performing the Work hereunder, the Contractor will ensure that it and all its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality (“Customary Standard of Care”). The Contractor will re-perform without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, costs estimates and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor’s sub-consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, plans, drawings, specifications and other documents will be structurally sound, and a complete and properly functioning facility that is suitable for the purposes for which it is intended.

The County’s review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability or operate as a waiver by the County of any rights or of any cause of action arising out of the Contract.

**7. TIME FOR COMPLETION**

The Design Confirmation Phase has an expected duration of **one hundred fifty (150) calendar days**. At no additional cost to the County, the County may, in its sole discretion, increase the duration of the Design Confirmation Phase by up to **sixty (60) calendar days** by giving written notice to the Contractor of such election. The County may exercise such extension in one or more notices provided the total of all such extensions does not exceed **sixty (60) calendar days**.

All Work required during the Implementation Phase shall achieve Substantial Completion no later than **one thousand nine hundred ninety (1990) calendar days** after the Notice to Proceed for the Implementation Phase is issued by the County, subject to any modifications made as provided for in the Contract Documents. Such period shall be the Period of Performance for Substantial Completion. No Work shall be deemed Substantially Complete until it meets the requirements of Substantial Completion set forth in the Design Criteria Documents. Final Completion of the Work shall be achieved by the Contractor no later than **ninety (90) calendar days** after the date of acceptance of Substantial Completion by the County Project Officer. Work will not reach Final Completion until it meets the requirements set forth in the Design Criteria Documents.

Unless otherwise provided, no claims for early completion are allowed.

**8. CONTRACT AMOUNT**

The Contract Amount is a Guaranteed Maximum Price comprised of a Design-Build Fee, a General Conditions Fee, and the Cost of the Work to include the Design Fee, for a total Guaranteed Maximum Price of \$ \_\_\_\_\_, as set forth in Exhibit E.

The Guaranteed Maximum Price for the Project shall be the maximum amount payable to the Contractor to achieve Final Completion of the Work as required by the Contract Documents.



The County will pay the Contractor for its services under this Agreement in accordance with the terms of the Progress Payments and Retainage and Payment Terms sections below.

**9. PROGRESS PAYMENTS AND RETAINAGE**

The County will make progress or partial payments to the Contractor in accordance with the Contract Documents. However, 5% of each progress payment made during the Construction Implementation Stage will be retained by the County until Final Acceptance of all the Work covered by the Agreement.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Substantial Completion.

**10. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after approval of an invoice for completed work which is reasonable and allocable to the Contract. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices.

**11. REIMBURSABLE TRAVEL-RELATED EXPENSES**

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

#### Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g., pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g., laundry, valet, haircuts)
5. Personal travel insurance (e.g., life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

#### **12. \*PAYMENT OF SUBCONTRACTORS**

The Contractor is wholly responsible for the entire amount owed to any subcontractor with which the Contractor contracts in the performance of this Agreement, regardless of whether the Contractor has received payment from the County. The Contractor is not liable for amounts that are not owed as a result of the subcontractor's breach of its agreement with the Contractor, in which case the Contractor must notify the subcontractor in writing of its intention to withhold payment, in full or in part, and the reason for doing so.

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**13. PREVAILING WAGE CONTRACT REQUIREMENTS**

- A. Section 4-104 of the Arlington County Purchasing Resolution (regarding “Prevailing Wage”) applies to this Contract. All employees of the Contractor who perform construction services and any subcontractors who perform construction services shall be paid wages, salaries, benefits, and other remuneration at or above the craft or trade category prevailing wage rate indicated by Virginia Commissioner of Labor and Industry (DOLI) and as listed in the contract.

The Contractor and its subcontractors shall submit all certified payrolls and statements of compliance weekly through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity. The Contractor shall also be responsible for reviewing subcontractor payrolls and ensuring that contract requirements are met.

In addition to applying the prevailing wage rates to its own employees, the Contractor shall include the provisions of this Article 4-104 in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor agrees to assume the obligation that the wage requirements will be observed in fulfilling the requirements of the Contract. The appropriate enforcement sanctions will be invoked against the Contractor and any such subcontractor in the event of such subcontractor’s failure to comply with any of the provisions of this Article 4-104.

All wage rates to be used are listed in this Contract in Exhibit D. While DOLI maintains a list of wage determinations online for reference purposes, only the wage determinations made in an official Wage Determination Decision, sent by DOLI to Arlington County, can be used to ascertain the exact rates to be paid for this Contract.

All rates are determined by DOLI and any appeals of specific classification may be made through the Wage Determination Appeal form available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/Appeal-for-Wage-Determination-Clarification.pdf>.

- B. Upon award of the Contract, the Contractor shall certify, under oath, to the Virginia Commissioner of Labor and Industry and to the County Prevailing Wage Compliance Manager, the pay scale for each craft and trade to be employed for, or to provide labor for, in the Work by the Contractor and any subcontractors. The Contractor’s certification shall include all information required by the Code of Virginia § 2.2-4321.3G.
- C. The Contractor shall ensure that each individual providing labor as a mechanic, laborer, worker or equivalent shall be accurately classified in confirmation with the Wage Determination.
- D. The Contractor shall post the prevailing wage rate for each craft and classification involved as determined by DOLI, including the effective date, in a prominent and easily accessible place

at the work site during the time work is being performed. The posting must be in English and any other language that is primarily spoken by the individuals at the work site. Within 10 days of such posting the Contractor shall certify to the County Prevailing Wage Compliance Manager and DOLI its compliance with this subsection at [https://www.doli.virginia.gov/wp-content/uploads/2021/04/PW\\_Posting\\_Compliance\\_Form.pdf](https://www.doli.virginia.gov/wp-content/uploads/2021/04/PW_Posting_Compliance_Form.pdf);

- E. The Contractor must fully cooperate with the County Prevailing Wage Compliance Manager to ensure contract compliance requirements, including but not limited to site visits, wage rate signage, contractor employee interviews, and the submission of certified payroll records.
- F. The Contractor must submit to the County Prevailing Wage Compliance Manager and DOLI, within five (5) working days of the end of each month, certification for each craft or trade employed on the project, specifying the total hourly amount paid to employees, including wages and applicable fringe benefits using the Pay Scale Certification Form at <https://www.doli.virginia.gov/wp-content/uploads/2021/04/DOLI-Pay-Scale-Certification-for-Public-Works-Projects.pdf>. The certification must itemize the amount paid in wages and each applicable benefit and list the names and addresses of any third party fund, plan or program to which benefit payments will be made on behalf of employees.
- G. The Contractor shall indemnify and hold harmless the County from any fines, demands, claims, suits, and damages, including attorney's fees, resulting from the Contractor's or any subcontractor's failure to pay the Prevailing Wage.
- H. The Contractor and its subcontractors shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker; and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the construction project is employed each work day and week. The Contractor and its subcontractors shall make such records available to the Prevailing Wage Compliance Manager within 10 days of a request or per a regular schedule established in the Contract, and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period is requested. The Contractor and its subcontractors must preserve these records for a period of six (6) years after the expiration or earlier termination of the applicable contract.
- I. Any Contractor or subcontractor who pays any mechanic, laborer, or worker for services under this Contract less than the Prevailing Wage shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent (8%) from the dates wages were due; and shall be disqualified from bidding on public contracts with any public body until the Contractor or subcontractor has made full restitution. A willful violation of Article 4-104 is a Class I misdemeanor.
- J. For questions regarding Prevailing Wage, please email [prevailingwage@arlingtonva.us](mailto:prevailingwage@arlingtonva.us).

**14. RELEASE AND REQUEST FOR FINAL PAYMENT**

In order to receive final payment upon Final Completion of the Project and before Final Acceptance, the Contractor must submit to the Project Officer a signed original notarized copy of the Arlington County Release and Request for Final Payment form per the Design Criteria Documents.

**15. SELF-PERFORMANCE BY THE CONTRACTOR**

The Contractor shall not perform work with its own forces unless the Project Officer provides written authorization for the Contractor to perform any portion of the Work as self-performed work; provided, however, that in no event shall the Contractor self-perform more than 40% of the construction work (measured by cost of the work). All work which the Contractor is not authorized to self-perform shall be performed by subcontractors of the Contractor which the Contractor shall procure by competitive sealed bidding or competitive negotiations as specified in the Contract Documents.

As used in this section, self-performed work shall mean trade work performed by employees of (1) the Contractor; (2) any entity comprising the Contractor; (3) any entity that controls, is controlled by or is under common control with the Contractor; or (4) any entity that controls, is controlled by, or is under common control with any entity that is part of the Contractor.

**16. LIQUIDATED DAMAGES**

The Project must achieve Substantial Completion within the Time for Completion. The County and the Contractor agree that damages for failure to achieve Substantial Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that **\$12,000** per calendar day is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages **\$12,000** per day for each and every day beyond the time for Substantial Completion that the County determines Substantial Completion has not been achieved. The County and the Contractor also agree that damages for failure to achieve Final Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that **\$6,700** per calendar day is in proportion to the actual loss the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages **\$6,700** per day for each and every day beyond the time for Final Completion until Final Completion is achieved.

The County will be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense as to the validity of any liquidated damages on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

**17. \*COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**18. LIEN**

It is expressly agreed that after any payment has been made by the County to the Contractor for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the Site either by the Contractor or any subcontractor, or for the Contractor, which is to be used in the performance of the Contract. Upon County's request, the Contractor shall provide a bill of sale

stating that the County is the owner of the materials and equipment purchased by the Contractor under this Contract.

**19. \*EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**20. \*EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**21. \*DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**21. \*SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**22. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in the Agreement without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**23. FAILURE TO DELIVER**

If the Contractor fails to deliver the Work in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the Work from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

**24. UNSATISFACTORY WORK**

If any of the work done, or material, goods, or equipment provided by the Contractor does not fully comply with the requirements of the Issued for Construction set the Contractor must, upon notice from the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. If the Contractor fails to do so after fifteen (15) days the County shall have the right to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor and offset the expense and administrative costs against any sums owed to the Contractor. This provision applies during the Contract term and during any warranty or guarantee period. At the Project Officer's discretion, rather than correction or replacement of the work, an appropriate adjustment to the Contract Amount may be made.

**25. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

**26. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County (“Cure Period”). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.



Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**27. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees, vendors, delivery drivers and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

**28. ENVIRONMENTAL SERVICES INDEMNIFICATION**

**A. ENVIRONMENTAL SERVICES INVOLVING COUNTY PROPERTY INDEMNITY AND INSURANCE**

The Contractor acknowledges that the property which is the subject matter of or related to the performance of this Agreement is being handled on a “as is where is” basis and the Contractor assumes all risks attendant thereto. Contractor further acknowledges that said property has been or will be inspected by Contractor to determine the existence of any substance or hazardous nature and that the Contractor will take all necessary steps to control any such substance, including clean-up, whether or not on property owned or controlled by Contractor or County in accordance with all applicable laws and regulations. Upon acceptance of the Agreement, Contractor agrees to protect, indemnify and hold harmless the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnities”) from and against any and all claims for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless, and indemnify will survive the termination of this Agreement.

1. In the event the Contractor is insured for liability within excess of those specified in the Contract, Contractor’s said obligation shall extend up to but not exceed the limits of the insurance. Contractor’s costs to undertake the duty or obligation to defend the County in connection with such liabilities shall not be limited by or be subject to the aforesaid limits for damages for injuries, deaths, and property damage. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

**B. ENVIRONMENTAL SERVICES INVOLVING DISCHARGE OR DISPOSAL OF HAZARDOUS MATERIAL AND GENERAL ENVIRONMENTAL WORK**

The Contractor agrees to defend, indemnify and hold harmless the County and all its elected and appointed officials, officers, current and former employees, agents, departments, agencies, board, and commissions (collectively the “County Indemnities”) from and against any and all claims for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract including without limitation environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from the Contractor’s discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials (“Materials”) related in any way to Contractor’s operations herein. Contractor agrees that it will dispose of all Materials in strict compliance with local, County, state, and federal statutes, laws, ordinances, codes, rules, regulations, orders, or decrees, and shall provide evidence of such disposal satisfactory to County on a weekly basis to County’s designated representative. This duty to save, defend, hold harmless and indemnify will survive the termination of this Agreement.

In the event that Contractor fails to comply with this paragraph, and upon discovery of a failure or violation related to its disposal operations, Contractor shall immediately report such failure or

violation to all applicable governmental agencies having jurisdiction, and to the County, and Contractor shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Contractor's failure to comply, and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

C. ENVIRONMENTAL SERVICES SAFETY LANGUAGE

The Contractor shall take reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this Agreement. The Contractor or thru its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting signs, placarding, labeling or posting other forms of warnings against hazards.

**29. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**30. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**31. OWNERSHIP OF WORK PRODUCT**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**32. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**33. \*ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**34. \*COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**35. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

**36. \*AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**37. \*RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**38. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**39. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g., separate title sheets or chapter dividers)

**40. \*AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the

request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five (5) years after the final payment, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**41. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**42. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**43. \*ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**44. \*DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**45. \*APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**46. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**47. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**48. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**49. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**50. ATTORNEY’S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County’s reasonable attorney’s fees and expenses.

**51. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION.

**52. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

**53. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**54. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO THE COUNTY:**

\_\_\_\_\_, Project Officer  
\_\_\_\_\_  
\_\_\_\_\_

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**55. \*NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**56. INSURANCE, PAYMENT AND PERFORMANCE BONDS**

As a condition of executing the Agreement, the Contractor will be required to furnish payment and performance bonds in the amount of the GMP. The Contractor shall maintain the insurance coverage required in Exhibit H to the Agreement, as well as and payment and performance bonds, through completion of the Contract, including all warranty and guarantee periods.

In the event the Contractor is insured with limits in excess of those specified in the Exhibit H, the Contractor's said obligation shall extend up to but not exceed the limits of the insurance. The Contractor's costs to undertake the duty or obligation to defend the County in connection with such liabilities shall not be limited by or be subject to the aforesaid limits for damages for injuries, deaths, and property damage. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

**57. MATERIAL CHANGES**

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications in its Request for Qualifications.

**58. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.



WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT D**

**VIRGINIA DEPARTMENT OF LABOR AND INDUSTRY WAGE DETERMINATION DECISION**



***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

Virginia Department of Labor and Industry Wage Determination Decision

Project Name Biosolids Upgrades  
County Project Code 22-DES-RFPPW-672  
DOLI Project Number ARLC-23-0006  
County or Independent City Arlington County  
Publication Date 02/17/2023  
Construction Type Building

Wage Determinations	Wage	Fringe
Carpenter	\$31.40	\$13.86
Cement Mason/Concrete Finisher	\$28.82	\$11.68
Diver	\$23.73	\$4.21
Diver Tender	\$22.53	\$3.98
Electrician*	\$33.95	\$20.01
Glazier (Contracts \$2 Million and Under)	\$29.92	\$13.35
Glazier (Contracts over \$2 Million)	\$34.16	\$13.35
Ironworker, Reinforcing	\$22.45	\$11.85
Ironworker, Structural	\$20.55	\$8.25
Laborer: Common or General	\$12.00	\$1.32
Laborer: Flagger	\$12.00	\$0.20
Laborer: Landscape	\$12.00	
Laborer: Pipelayer	\$27.77	\$8.63
Mason - Stone	\$40.81	\$19.43

Wage Determinations	Wage	Fringe
Power Equipment Operator: 35 ton Cranes and Above**	\$39.67	\$10.55
Power Equipment Operator: Backhoe	\$18.47	\$0.75
Power Equipment Operator: Bobcat/Skid Loader	\$12.00	
Power Equipment Operator: Bulldozer	\$17.54	
Power Equipment Operator: Cranes Below 35 tons***	\$37.26	\$10.55
Power Equipment Operator: Excavator	\$17.79	
Power Equipment Operator: Loader	\$18.99	\$0.75
Power Equipment Operator: Mechanic****	\$39.67	\$10.55
Power Equipment Operator: Tower and Climbing Cranes*****	\$41.73	\$10.55
Power Equipment Operator: Tower Cranes and Cranes 100 Tons and Over*****	\$41.73	\$10.55
Power Equipment Operator: Trackhoe	\$12.75	\$1.24
Power Equipment Operator: Tugboat	\$19.00	
Truck Driver, Includes All Dump Trucks	\$12.14	\$0.75

#### Additional Notes

\* Electrician \* PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. \*

\*\* Power Equipment Operator: 35-ton Cranes and Above \*\* PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. \*\*

\*\*\* Power Equipment Operator: Cranes Below 35 tons \*\*\* PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday,

Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. \*\*\*

\*\*\*\* Power Equipment Operator: Mechanic \*\*\*\* PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. \*\*\*\*

\*\*\*\*\* Power Equipment Operator: Tower and Climbing Cranes \*\*\*\*\* PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. \*\*\*\*\*

\*\*\*\*\* Power Equipment Operator: Tower Cranes and Cranes 100 Tons and Over \*\*\*\*\* PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. \*\*\*\*\*

All wage rates to be used on a contract will be set at the time the contract is awarded. While DOLI maintains a list of wage determinations online for reference purposes, only the wage determinations made in an official Wage Determination Decision, sent by DOLI to the contracting agency, can be used to ascertain the exact rates to be paid for a specific contract.

All rates are determined by DOLI and any appeals of specific classifications may be made through the Wage Determination Appeal form available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/Appeal-for-Wage-Determination-Clarification.pdf>

Any additional classifications may be requested through the Additional Wage Classification form available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/Request-for-Additional-Wage-Classification.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](mailto:PrevailingWage@doli.virginia.gov)

THE FOLLOWING ATTACHMENT WILL BE A PART OF THE AGREEMENT BETWEEN THE COUNTY AND THE SUCCESSFUL OFFEROR.

**EXHIBIT E**

**GUARANTEED MAXIMUM PRICE**

**THIS GUARANTEED MAXIMUM PRICE AMENDMENT** ("Amendment") is entered into by and between the County Board of Arlington County, Virginia (the "County") and name of Contractor (the "Contractor"), pursuant to Agreement No. 20-227-RFP (the "Agreement"), dated \_\_\_\_\_ between the County and the Contractor, for \_\_\_\_\_ to establish a Guaranteed Maximum Price (GMP) as set forth below.

**1. GUARANTEED MAXIMUM PRICE**

Subject to additions and deductions which may be made only in accordance with the Agreement, the Contractor represents, warrants and guarantees to the County that the total maximum cost to be paid by the County for Contractor's complete performance under the Agreement, including, but not limited to, Final Completion of all Work, and all fees, compensation and reimbursements to Contractor, shall not exceed the total amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) ("Guaranteed Maximum Price" or "GMP"). Costs which would cause the Guaranteed Maximum Price (as may be adjusted pursuant to the Contract Documents) to be exceeded shall be paid by the Contractor without reimbursement by the County.

**2. GUARANTEED MAXIMUM PRICE COMPONENTS**

The Guaranteed Maximum Price is comprised of the maximum amount payable by the County for:

- A. the Cost of the Work, as defined in the Contract Documents, for full and complete performance of the Work in strict accordance with the Contract Documents, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_);
- B. a Design-Build Fee for the Contractor, as defined in the Contract Documents, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_);
- C. the General Conditions Fee, as defined in the Contract Documents, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_); and

The Contractor may reallocate funds between the Cost of Work and General Conditions Fee categories in order to complete construction of the Project within the GMP. The Guaranteed Maximum Price is further broken down into line items and categories as specified in Attachment \_\_\_\_ to this Amendment.

**3. BASIS FOR THE GMP**

The GMP is based on the GMP Drawings and Specifications developed as part of solicitation No. **22-DES-RFPPW-672**, and the Contractor covenants and agrees that, except for such increases to the GMP as expressly authorized in this Contract, it will deliver a fully complete Project that is a logical development of the RFP Plans and constructed in strict accordance with the IFC Set for an amount that does not exceed

the GMP. The GMP is for the performance of the Work in accordance with the Contract Documents and the following Attachments to this Amendment:

- A. Attachment A: List of the Drawings and Specification, addenda, and General, Supplementary, and other Conditions of the Contract on which the GMP is based.
- B. Attachment B: A list of Unit Prices as well as a statement of their basis.
- C. Attachment C: Assumptions and Clarifications made by the Contractor in the preparation of the GMP Proposal to supplement the information contained in the Drawings & Specifications.
- D. Attachment D: The proposed GMP, including a statement of the detailed cost estimate for the Cost of Work organized by trade categories, General Condition Fee, and Design-Build Fee that comprise the GMP.
- E. Attachment E: An agreed upon schedule that the Contractor has negotiated with the Designers, and all Subcontractors. The schedule shall include, but not limited to the Substantial and Final Completion Dates, upon which the proposed GMP is based. All other project schedule requirements shall be followed as defined in the County issued RFP and Agreement.

**4. CONTRACTOR CERTIFICATION**

The Contractor and the County acknowledge that the Drawings and Specifications are not complete and, as of the date hereof, that such Drawings and Specifications have reached the level of approximately \_\_\_\_\_ of the total design effort. The Contractor, however, hereby acknowledges and declares that the Contract Documents are sufficiently complete to have enabled the Contractor to determine the Cost of the Work therein in order to enter into the GMP Amendment and to enable the Contractor to agree to construct the Work outlined therein in accordance with applicable leases, statutes, building codes and regulations without any increase to the GMP or extension of Contract Time, except if and to the extent otherwise expressly provided in the Agreement. The Contractor further acknowledges that it has visited the Site, examined all conditions affecting the Work, performed and agrees with all studies the Contractor was required to be performed under this agreement, is fully familiar with all of the conditions thereon and affecting the same, and has carefully examined all drawings and specifications.

**5. DESIGN INTENT; INFERRABLE WORK**

The GMP Drawings and Specifications include various clarifications and assumptions that are intended to further define the Scope of Work that will be required to complete design. The Contractor has included within the Guaranteed Maximum Price sufficient amounts to cover aspects of the Work that are not shown on the GMP Drawings and Specifications.

**6. COST OVERRUNS**

Subject to additions or deductions, which may be made in accordance with the Contract, the Contractor shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from the County. The Contractor shall not be entitled to any fee, payment, compensation or reimbursement under this Agreement or relating to the Work or Project other than as expressly provided in the Agreement.

**7. CONTINGENCY**

Separate and outside of the GMP, the Contingency is a sum of money unassociated with any specific work to allow the Contractor to accommodate market changes and/or unforeseen conditions in order to complete the Project. For example, market conditions and/or unforeseen conditions include:

- Market changes – extraordinary changes in pricing of certain equipment, components or commodities which causes an increase in pricing. Procedures for defining market changes and procedures for quantifying the amount of the potential increase shall be defined in this GMP Amendment, including what equipment, components, or commodities will be considered for adjustments based on market changes.
- Unforeseen conditions – certain conditions and events identified in the County General Conditions that could not be foreseen at the time of GMP.

The County shall approve all uses of Contingency. Any County authorized use of Contingency will result in a modification to the GMP per the terms of the Contract via the Change Order process. Any unused Contingency will be returned to the County with no shared savings.

**8. ALLOWANCE**

Separate from the GMP, a list of allowance items, including unit prices, as well as a statement of their basis has been provided in Attachment \_\_\_\_\_. The allowance is for the sole use of the County for scope changes and adjustments or agreed to scope items that the County controls. The allowance budget shall be outside of the Guaranteed Maximum Price. Any County authorized use of allowance will result in a modification to the Guaranteed Maximum Price per the terms of the Contract via the Change Order process. The Contractor is not guaranteed any work as related to the allowance items, and any unused allowance will be returned to the County with no shared savings.



**VI. ARLINGTON COUNTY DES FACILITIES DESIGN AND CONSTRUCTION**  
**GENERAL CONDITIONS**

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**A. INTRODUCTION TO TERMS**

- 1) The term "Agreement" means the completed and signed Form of Contract Agreement.
- 2) The term "Award Date" means the date of execution of the Agreement by the Purchasing Agent.
- 3) The term "Business Day" shall refer to any day that the County is open for general business.
- 4) The term "Calendar Day" means any day of twenty-four hours measured from midnight to the next midnight. Included are weekends and holidays. When the term "Day" is used it shall be assumed to refer to a Calendar Day unless otherwise specified.
- 5) The term "Change Order" means a written order to the Contractor, signed by the Project Officer and the Contractor, which authorizes a change in the Work, and/or adjustment to the Contract Amount and/or an adjustment to the Time for Completion. A Change Order once signed by all the parties is incorporated into and becomes part of the Contract.
- 6) The term "Commencement Date" means the date on which the Time for Completion will commence for the Contractor to begin to perform his obligations under the Contract Documents as provided in the Notice to Proceed.
- 7) The term "Construction Change Directive" means a written order issued by the County directing a change in the Work prior to agreement on adjustment, if any, in the Contract Amount or Contract Time, or both.
- 8) The term "Contract Documents" means the Agreement and all the documents and Exhibits and/or Attachments identified therein which shall include the Drawings and the Specifications, and all modifications including amendments and subsequent Change Orders thereto properly incorporated in the Contract.
- 9) The terms "County" and "Contractor" shall mean the respective parties to the Contract. They shall be treated throughout the Contract Documents as though each were of the singular number and masculine gender. Only one Contractor is recognized as a party to this Contract.
- 10) The term "Critical Path Method or CPM" means a step-by-step project management technique for process planning that defines critical and non-critical tasks with the goal of preventing time-frame problems and process bottlenecks. An activity on the critical path cannot be started until its predecessor activity has been completed. is delayed then the entire project is delayed.

- 11) The term "Delay" means an event or condition that results in a work activity starting or being completed later than originally planned.
- 12) The term "Drawings" means all drawings pertaining to the Contract, including the Contract Drawings and Construction Notes which show and describe the locations, character, dimensions, and details of the Work to be performed under the contract.
- 13) The term "Field Order" is a written order to the Contractor, authorized by the Project Officer, which acknowledges a change in the Work that does not adjust the Contract Amount and does not adjust the Time for Completion.
- 14) The term "Final Acceptance" shall mean the date on which the County issues the final payment for the Work.
- 15) The term "Final Completion" shall mean the condition when the County agrees that all the Work has been fully completed in accordance with the Contract Documents and is acceptable. The date of the Final Completion of the Work under the Contract is the date on which Final Completion is accomplished.
- 16) The term "Float" shall represent the amount of time that a task in a project network or sequence can be delayed without causing a delay to: subsequent tasks ("free Float") or project completion date ("total Float"). Float shall belong to the County and shall be used for the successful completion of the Project within the Time for Completion.
- 17) The term "Limits of Disturbance (LOD)" shall represent the area within which land disturbing activities take place. Land disturbing activities include all actions that expose bare soil during construction.
- 18) The term "Limits of Work (LOW)" shall represent the area within which construction activities take place, including but not limited to the Limits of Disturbance area.
- 19) The term "Notice to Proceed" shall mean a written notice issued by the County to the Contractor stating the Commencement Date. The Notice to Proceed will specify the Time for Completion of the Contract.
- 20) The term "Project" means the entire proposed construction to be executed as stipulated in the Contract Documents
- 21) The term "Project Officer" means the County Project Officer assigned by the Director of the County Department responsible for the project, or the Director's designee. When a designee to act on behalf of the Project Officer is used by the County, the name of the designee and the duties and authority of such designee will be identified in the Contract Documents or in a written notice to the Contractor from the Project Officer responsible for the project. The designee may be a professional architect or engineer or other person employed by the

County to perform construction services administration, design services, or project oversight.

- 22) The term "Punch List" means unfinished items of the construction of the Project, which unfinished items of construction are minor or insubstantial details of construction, mechanical adjustment or decoration remaining to be performed, the non-completion of which would not materially affect use of the Project, and which are capable of being completed within the time specified for Final Completion after Substantial Completion has been achieved.
- 23) The term "Request for Information" (RFI) means a request originated by the Contractor requesting clarification or additional information from the Project Officer and/or Architect/Engineer concerning information in the construction documents where the Contractor believes there is insufficient information or a conflict in the documents. RFI's shall be submitted by the Contractor sufficiently in advance of the Work to provide time for assessment and response without delay of the Work. Responses to RFI's shall not be construed as authorization for a Change Order.
- 24) The term "Schedule of Values" means a listing of the Contractor's total contract value by Construction Specifications Institute (CSI) divisions, including Division 1, Contractor's General Conditions.
- 25) The term "Site" refers to that portion of the property on which the Work is to be performed or which has otherwise been set aside for use by the Contractor.
- 26) The terms "Special Conditions" mean the written statements modifying or supplementing the Technical Specifications or General Conditions for requirements or conditions peculiar to the Contract.
- 27) The term "Specifications" means and shall include the Technical Specifications, the Special Conditions and all written agreements and instructions pertaining to the performance of the Work.
- 28) When used, the term "Stipulated Price Item" means and includes an item of Work, unanticipated or of unknown quantity at the time of issuance of the solicitation for a Bid and determined to be executed, based on the actual field conditions during the progress of Work under the Contract. The Unit Price for the "Stipulated Price Item", as identified in the "Stipulated Price Items" section of the Bid Form, is predetermined by the County as the current reasonably workable rate for the Item inclusive of all necessary labor, equipment, materials, overheads (provision and installation), and the contractor's profit.
- 29) The term "Subcontractor", shall include only those having a direct contract with the Contractor, and it shall include those who furnish material worked to a special design according to the plans and specifications for this Work but shall not include those who merely furnish material not so worked.

- 30) The term "Substantial Completion" shall mean the condition when the County agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the County for the purposes for which it was intended. The date of Substantial Completion of the Work under the Contract is the milestone date on which Substantial Completion condition is accomplished.
- 31) The term "Technical Specifications" means that part of the Contract Documents that describe the quality of materials, method of installation, standard of workmanship, and the administrative and procedural requirements for the performance of the Work under the contract.
- 32) The term "Time for Completion" shall mean the time period set forth in the Agreement.
- 33) The term "Work" shall mean the services performed under this Contract including, but not limited to, furnishing labor, and furnishing and installing materials and equipment required to complete the Project specified in the Contract Documents.

## **B. DRAWINGS, SPECIFICATIONS, RELATED DATA AND RECORDS KEEPING**

### 1. INTENT OF THE DRAWINGS AND SPECIFICATIONS

- a. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, water haulage, light power, transportation, superintendence, temporary construction of all kinds, and other services and facilities of every nature whatsoever that are necessary to execute and deliver the Work, complete and usable within the scope of the Contract with all parts in working order, and all connections properly made.
- b. The general character and scope of the Work are illustrated by the Drawings and listed in the Specifications. Any additional drawings and or other instructions deemed necessary by the Project Officer or designee will be furnished to the Contractor when required for the Work and shall be incorporated into the Contract Documents.
- c. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that direction, requirements, permission, or review of Project Officer or designee is intended unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place", that is, "furnish and install."
- d. Unless otherwise specifically noted, the word "similar" where it occurs in the Drawings, shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their locations and their connection with other parts of the Work.
- e. Materials or work described in words which, so applied, have a well-known technical, construction industry, or trade meaning, shall be held to refer to the recognized technical or trade meaning.
- f. The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all documents. In case of conflicting variance between the Contract Documents, the Order of Precedence stated in the Agreement shall govern. Figured dimensions on the plans shall be used; drawings shall not be scaled.
- g. Unless otherwise specifically noted, construction tolerances shall be to the numerical precision presented in the Contract Drawings.

### 2. DISCREPANCIES AND ERRORS

If the Contractor discovers any discrepancies between the Drawings and Specifications and the site conditions or any errors or omissions in the Drawings or Specifications, the Contractor shall at once, but in no event later than three calendar days after discovery of

the discrepancy or error, report them in writing to the Project Officer or designee. If the Contractor proceeds with any work that may be affected by such discrepancies, errors, or omissions, after their discovery, but before a clarification is provided, such work shall be at the Contractor's risk and expense. Issues affecting critical path activities shall be made known to the Project Officer or designee within one business day after discovery.

3. DIFFERING SITE CONDITIONS

The Contractor shall immediately, and before the conditions are further disturbed, give notice to the Project Officer of subsurface or latent physical conditions at the Site which differ materially from those indicated in this Contract, or previously unknown physical conditions discovered at the Site of an unusual nature and which differ materially from those ordinarily expected to be encountered at the Site. Such notice shall be followed by a written notice provided within 48 hours of discovery.

The Project Officer will investigate the site conditions promptly after receiving the notice. If the conditions do materially differ to the extent that an increase or decrease would result in the Contractor's cost of the Work, or the time required for performing any part of the Work under the contract, an equitable adjustment may be made under this clause and the Contract modified in writing accordingly.

No request by the Contractor for an adjustment to the Contract under this clause shall be allowed, unless the Contractor has given the written notice required. If the Contractor proceeds with any work that may be affected by such differing site conditions before giving notice to the Project Officer as set forth herein, such work shall be at the Contractor's sole risk and expense.

No request by the Contractor for an adjustment to the contract for differing site conditions shall be allowed if made after Final Payment under the Contract.

4. COPIES FURNISHED

Except as provided for otherwise, copies of the Drawings and Specifications reasonably necessary for the execution of the Work will be furnished to the Contractor. One electronic copy of the Contract Drawings and Specifications will be provided by the Project Officer or designee to the Contractor.

5. USE OF CADD FILES

The Contractor may request Electronic CADD files related to the Work or the Project. The CADD files will be provided by the County only if the Contractor completes the Arlington County Electronic CADD Drawing Release Form, which form is then incorporated by reference into this Contract. Use of CADD files is at the Contractor's own risk and in no way alleviates Contractor's responsibility for the Work to conform to the Plans and Specifications.



6. DOCUMENTS ON THE JOBSITE

The Contractor shall keep on the Site of the Project a copy of the Drawings and Specifications updated to include all authorized revisions and RFI responses, and shall at all times give the County and its authorized representatives access thereto. The Contractor shall mark up the Drawings on a daily basis in red. The As-Built Drawings shall be submitted to the County at Substantial Completion as the Final As-Built Drawings.

7. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications and copies thereof furnished by the County are the property of the County and shall not be used on other projects. All copies of the Drawings and Specifications except the signed Contract sets shall be returned to the Project Officer or designee at Final Completion.

8. SUBMITTALS

- a. The term "submittals", as used herein, shall include fabrications, erection and setting drawings, manufacturers' standard drawings, schedules, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, and other descriptive data pertaining to the materials and equipment as required to demonstrate compliance with the Contract requirements.
- b. Unless other specified in the Specifications the Contractor shall submit for the review of the Project Officer or designee a listing of all submittals required by the Specifications or requested by the Project Officer or designee within fifteen (15) calendar days after receipt of the Notice to Proceed. This listing shall include due dates for each required submittal, coordinated with the project schedule such that adequate time is allotted for review and potential resubmittals, fabrication and delivery without causing delay. The Contractor bears all risk for delay associated with submittals not received in a timely manner.
- c. Submittals shall be submitted in such number of copies as established in the Specifications. Each submission shall be accompanied by a letter of transmittal, listing the contents of the submission and identifying each item by reference to specification section or drawing. All submittals shall be clearly labeled with the name of the project and such information as may be necessary to enable their complete review by the Project Officer or designee. Catalog plates and other similar material that cannot be so labeled conveniently shall be bound in suitable covers bearing the identifying data.
- d. Submittals shall be accompanied by all required certifications and other such supporting material, and shall be submitted in sequence or groups that all related items can be checked together. When submittals cannot

be checked because a submission is not complete, or because submittals on related items have not been received by the Project Officer or designee, then such submittals will be returned without action or will be held, not checked, until the missing material is received. Incomplete or defective submittals shall not be considered to have been submitted. Failure to deliver submittals within the specified time will not be grounds for additional time or compensation.

- e. Submittals shall have been reviewed by the Contractor and coordinated with all other related or affected work before they are submitted for review and acceptance and shall bear the Contractor's certification that the Contractor has checked and approved them as complying with all relevant information in the Contract Documents. Submittals submitted without such certification and coordination will be returned to the Contractor without action and will not be considered as a formal submission.
- f. If shop drawings show variations from the Drawings and Specifications because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in the Contractor's letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Drawings and Specifications even though shop drawings have been accepted.
- g. The Project Officer or designee shall review the shop drawings with reasonable promptness. Review and/or acceptance of shop drawings will be general for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Acceptance shall not be construed as permitting any departure from Contract requirements, as authorization of any increase in price nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist. Review is not intended to relieve the contractor of full responsibility for the accuracy and completeness of the plans and calculations, or for the complete compliance with the contract documents. Contractor is solely responsible for the means and methods of the construction, including temporary items proposed for use.

9. SAMPLES

The Contractor shall submit to the Project Officer or designee, all samples required by the Specifications or requested by the Project Officer or designee. Samples shall be submitted in single units only, unless the Contractor desires additional units for the Contractor's own use. Each sample shall bear a label indicating what the material represented, the name of the producer and the title of the Project. Acceptance of a sample shall be only for conformance with the design concept of the Project and compliance with the information given in

the Contract Documents, and only for the characteristics or use named in such acceptance. Such acceptance shall not be construed to change or modify any Contract requirements or the Contract Price. Materials and equipment incorporated in the Work shall match the accepted samples. The Contractor shall be responsible for researching the availability of the specified product in the dimensions and colors specified at no additional cost to the County. Failure of the Contractor to identify specified products that are not commercially produced within the time required for submittal transmittal in order to meet the project schedule shall not be entitled to additional time or compensation.

10. TESTS

Any specified tests of materials and finished articles shall be made by bureaus, laboratories or agencies approved by the Project Officer or designee and the certified reports of such tests shall be submitted to the Project Officer or designee. All tests shall be in compliance with the Specifications. All costs in connection with the testing and test failures shall be borne by the Contractor. Failure of any material to pass the specified tests or any test performed by the Project Officer or designee, will be sufficient cause for refusal to consider, under this Contract, any further materials of the same brand or make of that material. Samples of various materials delivered on the Site or in place may be taken by the Project Officer or designee for testing. Samples failing to meet the Contract requirements will automatically void previous acceptance of the items tested. The Contractor will not be compensated for additional time and/or cost incurred in finding an acceptable replacement or the removal and replacement of the defective item.

11. MATERIALS AND EQUIPMENT LIST

- a. Unless otherwise specified in the Specifications, within thirty (30) days of the Commencement Date the Contractor shall submit to the Project Officer or designee a complete list of materials and equipment proposed for use in connection with the Project. Partial lists submitted from time to time will not be considered unless specifically approved by the Project Officer or designee.
- b. After any material or piece of equipment has been approved through submittal process, no change in brand or make will be permitted unless satisfactory written evidence is presented to prove that the manufacturer cannot make scheduled delivery of the accepted material, or that material delivered has been rejected and the substitution of a suitable material is an urgent necessity, or that other conditions have become apparent which indicate that acceptance of such other material is in the best interest of the County. The Contractor is solely responsible for the cost and time required to obtain and install a suitable replacement.

12. STANDARDS, SUBSTITUTIONS

- a. Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision of the standards or specification and any amendment or supplement, except as limited to type, class or grade, or as modified in such reference. The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications.
- b. Reference in the Specifications or on the Drawings to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as eliminating from competition other products of equal or better quality by other approved manufacturers. Otherwise, applications for acceptance of substitutions for the specified items will be considered only upon request of the Contractor, not of individuals, trades or suppliers, and only for a specific purpose; no blanket acceptance will be granted. No acceptance of a substitution shall be valid unless it is in written form and signed by the Project Officer or designee.
- c. If any proposed substitution will affect a correlated function, adjacent construction or the work of other contractors, then the necessary changes and modifications to the affected work shall be considered as an essential part of the proposed substitution, to be accomplished by the Contractor without additional expense to the County or an extension of the contract time, if and when accepted. Detail drawings and other information necessary to show and explain the proposed modifications shall be submitted with the request for acceptance of the substitution.

13. SURVEYS AND CONTROLS

Unless otherwise specified, the Contractor shall establish all baselines for the location of the principal component parts of the Work, establish a suitable number of benchmarks adjacent to the Work, and develop all detail surveys necessary for construction by a professional land surveyor licensed in the Commonwealth of Virginia. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in the case of destruction thereof by the Contractor or due to the Contractor's negligence or the negligence of any subcontractor or supplier, the Contractor shall be responsible for expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such benchmarks, reference points and stakes. The Contractor shall within 30 days of NTP perform a full site survey to verify all control points shown on the drawings against existing conditions within the Site limits. Any discrepancies found during this effort shall be made known immediately to the Project Officer. Failure to perform this survey and

provide proof and acceptance of Project datum, control points, and existing benchmarks will not give rise to any extensions to contract time or amount. The cost of all necessary surveying services shall be considered incidental to the work and, unless otherwise specified, shall be included in the cost of the Work.

14. AS-BUILT DRAWINGS

As-Built Drawings shall be the responsibility of the Contractor. The Contractor shall maintain and mark up one set of prints of the applicable Contract Drawings to portray as-built construction. The prints shall be neatly and clearly marked in red to show all variations between the Work actually provided and that indicated on the Contract Drawings, and all utilities encountered in the Work. All drafting shall conform to good drafting practice and shall include such supplementary notes, legends and details as may be necessary for legibility and clear portrayal of the as-built construction. These drawings shall be marked promptly upon any approved change to the Work or discovery of any undocumented utility or obstruction and shall be submitted to the Project Officer or designee in sufficient time to be approved no later than thirty (30) calendar days after the Substantial Completion Date. The final As-Built Drawings approved by the Project Officer or designee shall be submitted in paper copy and .pdf format electronic files prior to Final Completion. Unless otherwise required under the Contract Documents, incorporation of red-lined changes into CADD format shall be the responsibility of the Architect and/or Engineer of Record, with the exception being any documents prepared by the Contractor in CADD, the record version of which shall also be provided to the County in CADD format by the Contractor. Final payments will be held until the complete set of red-line drawings are submitted to and approved by the Project Officer.

15. WEB BASED RECORDS DOCUMENTATION

Unless instructed otherwise, the Contractor shall use the web based construction management tool, e-Builder for, but not limited to, submittals, record keeping and document storage of all construction files including, invoices, pay applications, RFIs, approved shop drawings, change orders, construction progress meeting minutes, warranties, equipment specifications and brochures, record drawings, automated alerts and reminders for all functions, and Operation and Maintenance (O&M) Manuals.

## C. COUNTY, COUNTY PROJECT OFFICER, AND CONTRACTOR RELATIONS

### 1. STATUS OF COUNTY PROJECT OFFICER OR DESIGNEE

The Project Officer or designee shall be the County's representative during the construction period. All Contractor instructions or requests shall be issued from or submitted through the Project Officer or designee. The Project Officer or designee shall have authority to suspend the Work whenever such suspension may be necessary in the responsible opinion of the Project Officer or designee to ensure the proper execution of the Contract. The Project Officer or designee shall also have authority to reject all work and materials that do not conform to the Contract and to decide questions that arise in the execution of the Work. The County Project Officer or designee will, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

### 2. LIMITATION ON COUNTY'S RESPONSIBILITIES

The County shall not supervise, direct, or have control or authority over, nor be responsible for: The Contractor's means, methods, techniques, sequences or procedures of construction; the safety precautions and programs related to safety, or the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

### 3. DISPUTES

- a. All disputes or claims arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer or designee as set forth in these General Conditions. Such claims must set forth in detail the amount of the claim, and shall state the facts surrounding it in sufficient detail to identify it together with its character and scope.
- b. Claims denied by the Project Officer shall be processed in accordance with the procedures outlined in Sections 7-107, Contractual Disputes and 7-108, Legal Actions of the Arlington County Purchasing Resolution and the Dispute Resolution paragraph in the Agreement.
- c. The Contractor shall not cause a delay in the work pending a decision of the Project Officer or designee, County Manager, County Board, or court, except by prior written approval of the Project Officer or designee.

### 4. INSPECTION OF WORK

The Project Officer or designee and representatives of any public authority having jurisdiction shall, at all times, have access to the Work while in progress. The Contractor shall provide suitable facilities for such access and for proper observation of the Work and shall conduct all special tests required by the Specifications, the Project Officer or designee's instructions, and any laws, ordinances or the regulations of any public authority applicable to the work. Nothing in this section shall abrogate or otherwise limit or relieve the Contractor's independent duty to inspect the Work.

5. INSPECTION OF MATERIALS

All articles, materials, and supplies purchased by the Contractor for the Work are subject to inspection upon delivery to the Site and during manufacturing or fabrication. The County reserves the right to return for full credit, at the risk and expense of the Contractor, all or part of the articles, materials, or supplies furnished contrary to Specifications and instructions. Nothing in this section shall abrogate or otherwise limit or relieve the Contractor's independent duty to inspect materials.

6. EXAMINATION OF COMPLETED WORK

If the Project Officer or designee requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, then the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, then the uncovering, removing and replacing shall be at the Contractor's expense.

7. RIGHT TO SUSPEND WORK

The County shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as the County may deem necessary or desirable. Any such suspension shall be in writing to the Contractor and the Contractor shall obey such order immediately and not resume the Work until so ordered in writing by the County. No such suspension of the Work shall be the basis for a claim by the Contractor for any increase in the Contract Amount provided that the suspension is for a reasonable time under the circumstances then existing. If the suspension of Work is caused by the County's belief that non-conforming work is being installed, and subsequent investigation proves that the Work was non-conforming, the Contractor shall not be awarded additional time or costs.

8. RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 10-day period after receipt of written notice from the County or such shorter time as may be reasonable under the circumstances, to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including the County's expenses, and any additional architect or engineering costs necessary by Contractor's default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County upon demand.

9. CONTRACTOR MANAGEMENT PERSONNEL

The Contractor shall keep a competent superintendent and any necessary assistants on the Site at all times during progress of the Work and such persons shall be satisfactory to the Project Officer or designee. The superintendent or project manager shall not be

changed except with the Project Officer or designee's consent. If the Project Officer determines that the superintendent or project manager is no longer satisfactory, then the superintendent or project manager must be replaced within 15 days of the Project Officer's written notice with a replacement superintendent or project manager with equal or superior qualifications and subject to Project Officer approval.

The superintendent and project manager shall represent the Contractor and all directions given to such persons shall be as binding as if given to the Contractor. The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the Work any person not reasonably proficient in the Work assigned. Persons permitted to perform Work under Contractor, or any subcontractor, or sub-subcontractor, shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by the County. Any person not complying with all such requirements shall be immediately removed from the Site.

The Contractor shall have a qualified and experienced person who can clearly communicate technical matters regarding the subject project. This person shall be available via phone to respond to emergency situations on the project 24 hours a day.

10. DRUG-FREE POLICY

The Contractor is responsible for ensuring that the Site remains a drug-free site. Contractor will require that employees undergo random drug/alcohol screening on a quarterly interval. Any employee who fails the test must be removed from the Site immediately. Random screening shall be performed by a third party licensed to do so in the Commonwealth of Virginia. The Contractor shall provide its random testing policy and schedule to the Project Officer within 30 days of Notice to Proceed. The Contractor will include this provision in every subcontract relating to this Contract. Any infraction by an employee of the Drug-Free policy shall be reported to the Project Officer within 24 hours.

11. LANDS BY COUNTY

The County shall provide access to the lands shown on the Drawings upon which the Work under the Contract is to be performed and to be used for rights of way and for access. In case all the lands, rights-of-way or easements have not been obtained as herein contemplated before construction begins, then the Contractor shall begin its work on such lands and rights-of-way that the County has acquired access to. No additional time or compensation shall be awarded to the Contractor for modifying work location and sequence provided other locations are available for work.

Contractor shall verify the acquisition of all off-site easements and Rights-of-Way prior to the start of off-site construction. Restore all off-site easements to the conditions existing prior to the start of work.



The Contractor shall confine all activities at the Site associated with construction activities, to include storage of equipment and or materials, access to the work, formwork, etc. to within the designated Limits of Disturbance (LOD).

12. LANDS BY CONTRACTOR

If the Contractor requires additional land or lands for temporary construction facilities and for storage of materials and equipment other than the areas available on the Site or right-of-way, or as otherwise furnished by the County, then the Contractor shall provide such other lands and access thereto entirely at the Contractor's own expense and without liability to the County. The Contractor shall not enter upon private property for any purpose without prior written permission of all of the persons and entities who own the property. The Contractor shall provide copies of all agreements to the County and shall include language in the agreement indemnifying and holding the County harmless for any damages, repairs, restoration or fees associated with the use of the property. Upon termination of the agreement, the Contractor shall provide to the County a fully executed release from the property owner.

13. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall continuously maintain and protect all of its Work from damage and shall protect the County's property from damage or loss arising in connection with this Contract until Substantial Completion. After Substantial Completion, the maintenance or protection of any incomplete or remedial Work identified on the punch list that requires maintenance or protection in order to allow for the final completion and acceptance of such Work shall be the responsibility of the Contractor until Final Completion. The Contractor shall make good any such damage or loss, except such as may be caused by agents or employees of the County. Failure to adequately protect the Work shall not be grounds for additional compensation for any maintenance and/or repairs to such Work.
- b. The Contractor shall not place upon the Work, or any part thereof, any loads which are not consistent with the design strength of that portion of the Work.
- c. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution to prevent damage to pipes, conduits and other underground structures, curbs, pavements, etc., except those to be removed or abandoned in place and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. Any damage which occurs by reason of the operations under this Contract, whether shown or not on the approved construction plans, shall be completely repaired or replaced to the County's satisfaction by the

Contractor at the Contractor's expense. The Contractor shall be responsible for all damages caused by their construction activities.

- d. Prior to commencing construction activity at the Site, the Contractor shall videotape the Site and an additional fifty (50) feet outside the perimeter of the Site. Contractor shall submit a copy of high resolution digital recording on a DVD or flash drive to the County. The recording shall be stable, continuous, and contain all items within the limits of Work. Submission of the DVD to the County shall be a condition precedent to any obligation of the County to consider an Application for Payment. The DVD shall be the property of the County, and the County shall be permitted to reproduce such DVD's and use the same for any purpose without limitation or claim of ownership or compensation from any party. Contractor shall incorporate the cost of the preconstruction survey in the bid amount or the unit prices of the bid items, as applicable. No additional payment will be made by the County.
- e. The Contractor shall shore, brace, underpin, secure, and protect, as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the Site that may be affected in any way by excavations or other operations connected with the work required under this Contract. The Contractor shall be responsible for giving any and all required notices to owners or occupants of any adjoining or adjacent property or other relevant parties before commencement of any work. Contractor shall provide all engineering (signed and sealed) for items listed in this section per the Specifications. The Contractor shall indemnify and hold the County harmless from any damages on account of settlements or loss of all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- f. In an emergency affecting the safety of life or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the Project Officer or designee, or the County, is hereby permitted to act, at the Contractor's discretion, to prevent such threatened loss or injury, and the Contractor shall so act without appeal, if so instructed or authorized.
- g. The Contractor shall contact "Miss Utility" at 811 for marking the locations of existing underground utilities (i.e., Water, sewer, gas, telephone, electric, and cable tv) at least 72 hours prior to any excavation or construction. The Contractor is required to identify and protect all other utility lines found in the work Site area belonging to other owners that are not members of "Miss Utility". Private water and/or sewer laterals will not be marked by "Miss Utility" or the County. The Contractor shall locate and protect these services during construction.

14. SEPARATE CONTRACTS

- a. The County reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable access to the Project including storage of their materials and the execution of their work, and shall properly connect and coordinate its work with the work of other such contractors.
- b. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Project Officer or designee any defects in such work that renders it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects which may develop in other contractor's work after its execution.
- c. If the Contractor or any of the Contractor's subcontractors or employees cause loss or damage to any separate contractor on the Work, the Contractor agrees to settle or make every effort to settle or compromise with such separate contractor. If such separate contractor sues the County on account of any loss so sustained, the County shall notify the Contractor, who shall indemnify and save the County harmless against any expense, claim or judgment arising therefrom, including reasonable attorney's fees.
- d. In case of a dispute arising between two or more separate contractors engaged on adjacent work as to the respective rights of each under their respective contracts, the Project Officer shall determine the rights of the parties.

15. SUBCONTRACTS

- a. Unless otherwise specified, the Contractor shall, within fifteen (15) calendar days after the execution of the Contract by the County, provide to the Project Officer or designee, in writing, the names of all subcontractors proposed for the principal parts of the Work and for such others as requested by the Project Officer or designee, and shall not employ any subcontractors that the Project Officer or designee may object to as incompetent or unfit after an appropriate determination of the subcontractor's ability. No proposed subcontractor will be disapproved except for cause.
- b. The Contractor shall make no substitutions for any subcontractor previously selected/approved unless first submitted to the County for approval.
- c. The Contractor shall be as fully responsible to the County for the acts and omissions of the Contractor's subcontractors as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions of the Contract, Special Provisions and other Contract Documents comprising the Contract insofar as such documents are applicable to the work of subcontractors.
- e. Nothing contained in the Contract shall be construed to create any contractual relation between any subcontractor and the County, nor shall it establish any obligation on the part of the County to pay to, or see to the payment of any sums to any subcontractor. The County will not discuss, negotiate or otherwise engage in any contractual disputes with any subcontractor.
- f. If requested by the County, the Contractor shall replace any subcontractor at no cost to the County within 30 days of the Project Officers written notice or as otherwise specified. No additional time or compensation will be provided in the event a subcontractor is removed due to non-compliance of the requirements outlined within the Contract.

16. ELIMINATED ITEMS

If any item(s) in the Contract are determined to be unnecessary for the proper completion of the Work contracted, the Project Officer or designee may, upon written notice to the Contractor, eliminate such item(s) from the Contract. Payment will not be made for such item(s) so eliminated; except that the Contractor will be compensated for the actual cost of any work performed and the net cost of materials purchased before the item(s) was eliminated from the Contract, including freight and tax costs, as evidenced by invoice. No additional compensation will be made for overhead or anticipated profit. The County will receive the full unit price credit for work eliminated prior to production or installation.

17. COUNTY ORDINANCES

The Contractor shall comply with all applicable County ordinances, including but not limited to: the *Noise Control*, *Erosion & Sediment Control*, *Storm Water Management*, and *Chesapeake Bay Preservation ordinances (Chapters 15, 57, 60, and 61 of the County Code)*.

**D. MATERIALS AND WORKMANSHIP**

1. MATERIALS FURNISHED BY THE CONTRACTOR

Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. All work shall be accomplished by persons qualified in the respective trades.

2. IBC AND VUSBC REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all current International Building Code (IBC) requirements and the requirements of the Virginia Uniform Statewide Building Code (VUSBC); and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or national code requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor under this Contract.

3. ADA COMPLIANCE

The Contractor shall ensure that all Work performed under this Agreement is completed in accordance with the Contract Documents, including Work intended to meet the accessibility requirements of the Americans with Disabilities Act (ADA).

The Contractor is not required to ascertain whether the Contract Documents meet ADA design standards and guidelines. However, should the Contractor discover any non-conformity with such requirements, the Contractor shall immediately inform the County and its design consultant, if applicable, to allow for corrective action.

The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance in meeting its obligations herein. The Contractor shall be responsible for all costs related to permitting delays, redesign, corrective Work, and litigation relating to such non-compliance.

4. MANUFACTURER'S DIRECTIONS

Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's directions as accepted by the Project Officer or designee, unless herein specified to the contrary.

5. WARRANTY

All material provided to the County shall be fully guaranteed by the Contractor against manufacturing defects within the period of the manufacturer's standard warranty. Such defects shall be corrected by the Contractor at no expense to the County. The Contractor shall provide all manufacturers' warranties to the Project Officer by the date of Final Completion.

All Work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials. The Contractor warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects or inferior or faulty workmanship, or work not in accordance with the Contract Documents for one (1) year from the date of Substantial Completion or as set forth in the Specifications of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty.

No date other than Substantial Completion or as set forth in the Specifications shall govern the effective date of the Warranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

The Contractor shall promptly correct any defective work or materials after receipt of a written notice from the County to do so. If the Contractor fails to proceed promptly or use its best efforts and due diligence to complete such compliance as quickly as possible, the County may have the materials or work corrected and the Contractor and its Sureties shall be liable for all expenses and costs incurred by the County.

Nothing contained in this section shall be construed to establish a period of limitations with respect to other obligations the Contractor may have under this Contract.

6. INSPECTION AND ACCEPTANCE OF MATERIALS

Inspection and acceptance by the County will be at the work site in Arlington County, Virginia and within ten (10) calendar days of delivery unless otherwise provided for in the Contract Documents. The County will not inspect, accept, or pay for any materials stored or delivered off-site by the Contractor, except as provided by the Payment for Stored Materials clause of these General Conditions and other requirements of the Contract Documents. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with Specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the work.

The Contractor is to coordinate its work and request inspections in such a manner as to minimize the cost to the County without impacting the overall schedule of the Project within reason. All costs associated with re-inspection shall be borne by the Contractor.

7. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials and supplies for which the Contractor invoices for payment. The County may request proof of title or payment prior to acceptance of the Contractor's invoice.

8. TITLE TO MATERIALS AND WORK COVERED BY PARTIAL PAYMENTS

All material and work covered by partial payments made by the County will become the property solely of the County at the time the partial payment is made. However, risk of loss or damage to all items shall be the responsibility of the Contractor until Final Acceptance by the County. This provision will not be construed as relieving the Contractor from having sole responsibility for all materials and work upon which payments have been made and for the restoration of any damaged work or replacement or repair at the County's option of any damaged materials. This provision will not be construed as a waiver of the County's right to require fulfillment of all terms of the Agreement, including full rights under the terms of the Warranty provisions of the Agreement, nor shall payment indicate acceptance of the materials or work.

9. CONNECTING WORK

The Contractor shall do all cutting, patching, or digging of the Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown upon or reasonably implied by the Drawings and Specifications for the completed Project and shall make good after them as the Project Officer or designee may direct. This work will be performed in a workmanlike manner utilizing proper care and equipment to achieve proper line and grade. The Contractor shall not endanger any work by cutting, patching, or digging, or otherwise, and shall not cut or alter the work of any other contract except with the prior written consent of the Project Officer or designee.

10. REJECTED WORK AND MATERIALS

- a. Any of the Work or materials, goods, or equipment which do not conform to the requirements of the Contract Documents, or are not equal to samples accepted by the Project Officer or designee, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected and replaced immediately so as not to cause delay to the Project or work by others. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed and the work shall be re-executed by the Contractor at the Contractor's expense. The fact that the Project Officer or designee may have previously overlooked such defective work shall not constitute acceptance of any part of it.
- b. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship when notified to do so by the Project Officer or designee, the County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost to the Contractor. This clause applies during the Contract and during any warranty or guarantee period.
- c. The Contractor shall be responsible for managing, addressing within a timely manner, and formally closing out all notices of non-compliance issued by the inspector of record, Arlington County Inspection Services, or the Design Team. The Contractor shall be solely liable for any costs or time associated with the

corrective action to address any notices of non-compliance. The Contractor must work directly with the entity issuing the notice of non-compliance.

- d. If the Project Officer or designee deems it expedient not to require correction of work which has been damaged or not done in accordance with the Contract, an appropriate adjustment to the Contract Price may be made.

11. PROHIBITION AGAINST ASBESTOS CONTAINING MATERIALS

No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to the immediate removal and legal disposal of the goods, equipment or materials containing asbestos and replacement with County-approved alternate. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor shall also reimburse to the County all costs of such goods, equipment, supplies or materials installed if not corrected by the Contractor.



## **E. LEGAL RESPONSIBILITY AND PUBLIC SAFETY**

### **1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and locations of the work of the Contract, and that it has investigated and satisfied itself as to the general and local conditions and factors which can affect the Work or its cost, including but not limited to:

- a. conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. the availability of labor, water, electric power, and roads;
- c. uncertainties of weather, river stages, tides, or similar physical conditions at the Site;
- d. the information and conditions of the ground; and
- e. the character of equipment and facilities needed before and during work performance.

The Contractor, by executing the Contract, represents that it has reviewed and understands the Contract Documents and has notified the County of and obtained clarification of any discrepancies which have become apparent during the bidding period. During the Contract, the Contractor must promptly notify the County in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the County timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed. If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered, without prompt written notice to the County and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all related claims are specifically waived.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory work done by the County, as well as from the Drawings and Specifications made a part of this Contract. Unless otherwise specified, all existing structures, materials and obstructions that interfere with the new construction shall be removed and disposed of as part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work without additional expense to the County.

The locations of existing utilities, including underground utilities, which may affect the Work, are indicated on the Drawings or in the Specifications insofar as their existence and location were known at the time of preparation of the drawings. However, nothing in these Drawings or Specifications shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of the operations. The Contractor shall make all necessary investigations to determine the existence and locations of such utilities. Should uncharted or incorrectly charted utilities be encountered during performance of the Work, notify the Project Officer or designee immediately for instructions. The Contractor will be held responsible for any damage to and maintenance and protection of existing utilities and structures, of both public and private ownership. However, if it is determined that such existing utility lines or structures require relocation or reconstruction or any other work beyond normal protection, then such additional work will be ordered under the terms of the clause entitled "Changes in Work." At all times, cooperate with the County and utility companies to keep utility services and facilities in operation.

The County assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the County. The County assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

2. PUBLIC CONVENIENCE

The Contractor shall at all times so conduct its Work as to ensure the least possible obstruction to traffic (vehicular, bicycle and pedestrian) and inconvenience to the general public, County employees, and the residents in the vicinity of the Work. Traffic shall be maintained in accordance with the approved Maintenance of Traffic (MOT) plan. No road, street or sidewalk shall be closed to the public except with the permission of the Project Officer or designee and or proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor and included in the cost of the Work to ensure the use of sidewalks, trails, and transit facilities compliant with all applicable ADA and other regulations, as well as the proper functioning of all gutters, drainage inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Project Officer or designee.

The Contractor is responsible for securing its work area for safety and security. The Contractor shall confine its construction and presence to the Limits of Work, unless otherwise approved by the County Project Officer.

3. SAFETY AND ACCIDENT PREVENTION

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the U.S. Department of Labor's Occupational Safety and Hazard Administration (OSHA) Construction Industry Regulations, the standards of the Virginia

Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the Work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized safety officer on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, within 7 days of issuance of the Notice to Proceed, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within may result in cancellation of the Contract.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all injury to persons and damage to property either on or off the Site, which occur as a result of the Contractor's prosecution of the Work.

The Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the current version of "Manual of Accident Prevention" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor is directed to the "Rules and Regulations Governing Construction, Demolition and All Excavation" and adopted by the Safety Codes Commission of Virginia, 1966, or latest edition, covering requirements for shoring, bracing, and sheet piling of trench excavations.

4. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR §1910.1200 (Standard). The Contractor agrees that it will provide or cause to be provided Safety Data Sheets (SDS) required under the Standard for all hazardous materials supplied to the County or used in the performance of the work. Such SDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling meeting the

requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when SDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of SDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The Contractor shall maintain on-site an up to date SDS binder for all material used and delivered to the Project. The County Project Officer or his designee shall be allowed access to the SDS book at all times.

5. HAZARDOUS WASTE

Hazardous Waste Generator/Hazardous Waste Disposal: The County Board of Arlington County, Virginia and the Contractor shall be listed as Co-generators. The Contractor shall assume all the duties pertaining to the Waste Generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within 35 days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within 45 days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County in writing. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, Waste Shipment Record(s), and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

6. ASBESTOS

Whenever and wherever during the course of performing any work under this Contract the Contractor discovers the presence of asbestos or suspects that asbestos is present, the Contractor shall stop work immediately, secure the area, notify the County Project Officer immediately and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. Work shall not proceed without an Asbestos-Related Work Authorization executed by the County Asbestos Program Manager.

7. CROSSING UTILITIES

When construction crosses highways, railroads, streets, waterways, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the Contractor shall secure written permission where necessary from the proper authority before executing such new construction. A copy of such written permission must be filed with the County before any work is started. The Contractor shall be required to furnish a release from the proper authority before Final Acceptance of the Work.

8. OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within ten feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract, shall not be withheld from the payment to the Contractor by the County for this work. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

9. SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of the Contractor's employees and those of its subcontractors as may be necessary to comply with the requirements and regulations of OSHA and of the local and State departments of health.

10. SITE CLEAN-UP AND WASTE DISPOSAL

The Contractor shall frequently remove and properly dispose of all refuse, rubbish, scrap materials, and debris from the Site resulting from the Contractor's operations during the performance of this contract. The Contractor shall ensure the work Site presents a neat and orderly appearance at all times. The Contractor shall isolate any and all dumpsters, trash cans and recycling bins provided for the Project from public use until Final Acceptance.

Unless otherwise stated, the Contract Amount and any unit prices shall include all costs and fees for removal and disposal of all waste and debris, whether disposed of at a County site or at any other location.

The Contractor shall remove all surplus material, false work, temporary structures including foundations thereof, and debris resulting from the Contractor's operations at work completion and before Final Acceptance. The County shall reserve the right to remove the surplus material, false work, temporary structures including foundations and debris. The County will restore the Site to a neat, orderly condition if the Contractor fails to do so. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

11. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

When the Project includes an approved SWPPP, the Contractor shall strictly abide by this plan which includes: a Pollution Prevention (P2) Plan, an Erosion and Sediment Control (E&S) Plan, and a Stormwater Management Plan. If the Contractor proposes to deviate from this approved plan, it shall be the Contractor's responsibility to coordinate and obtain approval from the County Project Officer prior to implementing any changes.

No separate payment shall be made by the County for SWPPP implementation, with the exception of E&S items as specified on the E&S plans or listed as pay items. The Contractor shall not be entitled to any additional payment for changes to the SWPPP which are the result of the Contractor's work schedule or resource allocation, weather delays, or other factors not controlled by the County.

## **F. PROGRESS AND COMPLETION OF THE WORK**

### **1. NOTICE TO PROCEED**

The Contractor shall be given written Notice to Proceed with the Work. Such Notice to Proceed shall state the date on which the Work is to be commenced, and every calendar day thereafter shall be counted in computing the actual Time for Completion.

### **2. TIME FOR COMPLETION**

It is hereby understood and mutually agreed by and between the Contractor and the County that the Commencement Date, the rate of progress, and the Time for Completion of the Work to be done hereunder are essential conditions of the Contract. The Contractor agrees that the Work shall be started promptly upon receipt of a written Notice to Proceed in accordance with the accepted schedule. The Work shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion of the Project within the Time for Completion specified in the Contract Documents.

### **3. SCHEDULE OF COMPLETION**

Unless otherwise specified, the Contractor shall within 10 business days after the Award Date, or prior to the pre-construction meeting, whichever occurs first, submit schedules which show the order in which the Contractor proposes to carry on the Work, with dates for starting and completing the various activities of the Work. The Contractor shall submit an updated schedule monthly with the request for partial payment. Review and acceptance by the County of the Contractor's schedule of completion shall in no way relieve the Contractor of its responsibility to complete the Work within the contract time. If the Work falls behind the schedule, the County may require the Contractor to prepare and submit, at no extra cost to the County, a recovery schedule indicating by what means the Contractor intends to regain compliance with the schedule. The recovery schedule must be submitted to the County for review by the date indicated in the County's written demand.

### **4. CONDITIONS FOR COMPLETION**

- a. **SUBSTANTIAL COMPLETION:** The Work will be considered Substantially Complete when all of the following conditions have been met and accepted by the Project Officer, and a Certificate of Substantial Completion has been issued:
1. The Contractor has provided formal notice that the Work is substantially complete, and the Project Officer has agreed that the condition of the Work warrants a Substantial Completion inspection;
  2. The Contractor has provided a Punch List and that list has been reviewed and approved by the Project Officer. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents;

3. Final test reports as required by the Contract and certificates of inspection and approval required for use and occupancy;
  4. Fire Marshal's report, if applicable;
  5. Approval forms and transfer documents for all utilities;
  6. All life safety systems, including fire alarms, visual and audios alarms, fire detectors and fire alarm annunciator system, sprinkler systems, and all mechanical and electrical systems are complete and working in an automatic mode, and the County has been adequately trained in the operation of the systems;
  7. The HVAC system Testing and Balancing Report and build air quality test results as required for LEED certification have been accepted by the Project Officer;
  8. Operation and Maintenance Manuals have been submitted for review;
  9. All documents and verification of training required in accordance with any Commissioning Plan;
  10. Mark-ups of construction drawings showing the As-Built or "Record" condition have been submitted for review and approval by the Project Officer;
  12. Entrances and egress pathways have been constructed and can remain clear of construction activities;
  13. A Certificate of Occupancy has been issued for the space by the County's Inspection Services Division;
  14. All Commissioning has performed and completed to the satisfaction of the Project Officer; and
  15. Schedule to complete the Punch List and value of Work not yet complete.
- b. Upon the Contractor providing notice that the Work is substantially complete, the Project Officer or designee will invite all relevant parties to perform an inspection of the Work, and any noted deficiencies or incomplete items not indicated on the Contractor's punch list will be added. All punch list items, whether generated by the Contractor or any other party on behalf of the County, shall be completed within thirty (30) days of the date of Substantial Completion, unless otherwise agreed to by the County due to seasonal or other extenuating circumstances.



c. FINAL COMPLETION: The Work will be considered Finally Complete when all of the following conditions have been met and accepted and a Final Completion Notice has been issued by the Project Officer:

1. The Contractor has provided formal notice that the Work is complete, and the Project Officer has agreed that the condition of the Work warrants a Final Completion inspection;
2. All construction deficiencies and punch list items have been closed and all construction deficiencies corrected and accepted by the Project Officer;
3. All spare parts and attic stock have been delivered, stored in an orderly manner in a space designated by the Project Officer and a complete inventory list has been verified and accepted by the Project Officer;
4. All warranties and manufacturer certificates and contact information for parties providing warranties have been delivered and accepted by the Project Officer;
5. All final Operating and Maintenance manuals have been delivered and approved and accepted by the Project Officer;
6. All final As-Built Drawings in .pdf format on a CD delivered and accepted by the Project Officer;
7. All commissioning has been completed and any open construction items in the commissioning agent's report have been closed and accepted by the Project Officer; and
8. All LEED documents and submittals, if applicable, to be provided by the Contractor or subcontractors have been submitted and accepted by the Project Officer.

5. USE OF COMPLETED PORTIONS

The County shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired; but taking such possession and use shall not be deemed an acceptance of any work not done in accordance with the Contract Documents. If the Contractor claims that such prior use increases the cost or delays, the completion of remaining work, or causes refinishing of completed work, the Contractor may submit a claim for compensation or extension of time, or both.

## **G. MEASUREMENT AND PAYMENT**

### **1. PAYMENTS TO CONTRACTOR**

The County will make partial payments, less retainage, to the Contractor monthly on the basis of the Contractor's written estimate of the work performed during the preceding calendar month as approved by the Project Officer or designee.

The Contractor's application for payment shall indicate the amount of work completed to date in a format consistent with the accepted bid and as indicated below:

- a. Lump Sum: For lump sum contracts, the Contractor shall provide to the Project Officer a Schedule of Values, and the application for payment will reflect the Schedule of Values and the amount of work completed in those units.

For contracts that include multiple lump sum line items, the application for payment shall reflect the percentage of work completed for each lump sum item. If requested by the Project Officer, the Contractor shall provide a Schedule of Values for each lump sum line item in the contract.

- b. Unit Price: The schedule of unit prices in the accepted bid shall be used as the basis for preparing the estimates, and each partial payment shall represent the total value of all units of work completed, computed at the unit prices stated in the Contract, less the aggregate of previous payments.

At the discretion of the Project Officer, payments may alternatively be based on actual quantities and site measurements taken in the field by County staff using the Contract Unit Prices.

If Stipulated Price Items are included in the contract, Work on such Stipulated Price Items shall be carried out only upon written order by the Project Officer. The payment for a Stipulated Price Item shall be made by the County to the Contractor at the related unit price specified in the 'Stipulated Price Items' section of the Bid Form on the same basis as the payment for any other regular Bid Item.

In addition to the amount of work completed to date, the application for payment shall indicate the aggregate of all previous payments for each line item, the retainage previously withheld, and the total payment requested this period.

The Contractor's application for payment will not be reviewed or processed unless an updated schedule is attached. The pay application shall also contain a certification by the Contractor that due and payable amounts have been paid by the Contractor, including payments to subcontractors, for work which previous payment was received by the Contractor from the County.

2. PAYMENT FOR STORED MATERIALS

When requested in writing by the Contractor, payment allowances may be made for material secured for use on the Project and secured at the Site. Such payments will only be made for materials scheduled for incorporation into the work within sixty (60) days.

Payment for materials stored off-site may be considered at the discretion of the Project Officer. Any such request shall be made in writing, and the Contractor shall provide photographs of materials stored off-site, bills of sale, and proof of insurance on the premises at which off-site materials are stored with the application for payment. Payment for stored materials may also be subject to additional requirements contained elsewhere in the Contract Documents.

3. PAYMENTS WITHHELD

The Project Officer or designee may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to the extent necessary to protect the County from loss on account of defective work not remedied or withhold payment for violation of any contract term or condition not remedied after sufficient notice given to the Contractor.

Any such withholding shall not result in any liability to the Contractor for damages.

4. COUNTY ORDERED CHANGES IN WORK

The County, without invalidating the Contract, may order extra Work or make changes by addition, deletion or revision in the Work, with the total Contract Amount being adjusted accordingly if applicable. All such work shall be executed under the conditions of the original Contract, except that modification of the Time for Completion caused thereby shall be made at the time of approving such change.

- a. Changes in the Work which do not involve extra cost and are not inconsistent with the purpose of the Project can be directed by means of a Field Order. Otherwise, except in an emergency endangering life or property, no extra Work or change shall be made unless in pursuance of a written Construction Change Directive or Change Order and no claim for an addition to the Contract Amount or Contract Time shall be valid unless so ordered.
- b. The Contractor shall review any County requested or directed change and shall respond in writing within 14 days after receipt of the proposed change stating the effect of the proposed change upon Contractor's work, including any increase or decrease in Contract time and price. The Contractor shall furnish the County an itemized breakdown of the quantities and prices used in computing the proposed change. The Contractor shall also furnish any sketches, drawings, and or pictures to properly explain the change or impact to the Project Officer. It is the sole responsibility of the Contractor to provide adequate change order backup to satisfy the Project Officer.
- c. The value of any such extra work or change shall be proposed by the Contractor in one or more of the following ways: (a) by estimate in a lump sum; (b) by cost

and fixed fee; (c) by unit price additions or deletions of quantities stated in the unit price contract; or (d) by any other method permitted under the Arlington County Purchasing Resolution. The Project Officer will determine the method appropriate based on the nature of the changes.

- d. If none of the aforementioned methods is agreed upon the Contractor shall proceed with the work without delay under force account, provided the Contractor receives a Construction Change Directive. In such case, the Contractor shall keep and present in such form as the Project Officer or designee may direct, a correct account of the cost, together with vouchers. The Project Officer or designee shall be permitted to verify such records on a daily basis and may require such additional records as are necessary to determine the cost of the change to the Work. The Project Officer or designee shall certify to the amount due to the Contractor, including a reasonable lump sum allowance for overhead and profit. A complete accounting of the extra cost shall be made within 14 days after completion of the work involved in the claim. Refer to Paragraph G.5, *Force Account Work*, below for a description of allowable costs when work is performed under force account.
  
- e. A cost proposal for a change in the Work shall provide a complete breakdown itemizing the estimated quantities and costs of labor, materials, and equipment (base cost) required in addition to any markup used. The allowable percentage markups for overhead and profit for a non-force account change to the Work performed by the Contractor's own forces or performed by the Subcontractor shall be negotiated based on the nature, size, and complexity of the Work involved but shall not exceed the percentages for each category listed below.
  - 1) Subcontractor's markup for overhead and profit for the work it performs in a change to the Work shall be a maximum of fifteen (15%).
  - 2) Contractor's markup for overhead and profit on the Subcontractor's base cost in a change to the Work shall be a maximum of ten percent (10%).
  - 3) Contractor's markup for overhead and profit (including bonds and insurance) for work it performs in a change to the Work shall be a maximum of fifteen percent 15%.
  - 4) The markup for overhead and profit of a sub-subcontractor at any tier on a change to the Work it performs shall be a maximum of fifteen percent (15%). The Contractor and all intervening tiers of subcontractors' markup on such sub-subcontractor's base cost in the change to the Work shall not exceed a total of ten percent (10%).
  
- f. Base Cost is defined as the total of labor, material, and equipment costs, it does not include markup for overhead and profit. The labor costs include only the costs of employees directly constructing or installing the change in the Work and exclude the costs of employees coordinating or managing the work.

- g. The allowable percentage markups for overhead and profit stated above shall compensate the Contractor, subcontractor, and sub-subcontractor for all other costs associated with or relating to the change to the Work including by way of illustration and not limitation, general conditions, supervision, field engineering, coordination, insurance, bond(s), use of small tools, incidental job costs, and all other general and administrative home and field office expenses.
- h. Allowable costs for changes in the Work shall not include home office expenses including payroll costs for the Contractor's officers, executives, administrators, project managers, estimators, clerks timekeepers, and other administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups in Subsection (e) above.
- i. If the change to the Work also changes the Time for Completion by adding days to perform the Work, an itemized accounting of the following Site direct overhead expenses for the change to the time may be considered as allowable costs for compensation in addition to the base cost indicated above:
  - 1) site superintendent's pro-rata salary
  - 2) temporary site office trailer expense
  - 3) temporary site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities.

All other direct and indirect overhead expenses are considered covered by and included in Subsection (e) markups above. In no case shall subcontractor extended overhead be submitted or considered. The County does not have a direct contractual relationship with any subcontractor or supplier and therefore will not direct, discuss or negotiate with subcontractors employed by the Contractor.

- j. If Contractor requests an extension to the Time for Completion due to changes in the Work it must provide to the Project Officer adequate documentation substantiating its entitlement for the time extension. The documentation must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior changes to the Work, not just an increase or decrease in the time needed to complete a portion of the total Work. In the event a Critical Path Method (CPM) schedule is required by the Contract, no extension to the Time for Completion shall be granted unless the additional or change to the Work increases the length of the critical path beyond the Time for Completion as demonstrated on the approved CPM schedule or bar chart schedule. Any Float belongs to Arlington County. A written statement in addition to a CPM analysis shall be prepared explaining how no other sequence of work activities could have been performed to decrease the impact or eliminate the impact altogether. If requested by the Project Officer the Contractor must provide alternate documentation detailing the claim to the County's satisfaction.

- k. Any change that will increase the Contract Amount more than 10% will require notice to sureties and require that Performance and Payment Bonds be increased by the Contractor. The increased Performance and Payment Bonds must be sent to the County's Office of the Purchasing Agent within 15 calendar days of the County's approval of such change.

5. FORCE ACCOUNT WORK

A Force Account may be used at the County's discretion and only when either 1) agreement on the valuation of a change cannot be made using the methods described in the preceding paragraph, *County Ordered Changes in the Work*, or 2) the County cannot firmly establish an applicable and acceptable estimate for the cost of the work because the level of effort necessary to perform and complete the work cannot be reasonably estimated or anticipated but can only be determined by performing the work. Because of the significant burden on the County to monitor and control the work, Force Account work is not a preferred method, and it shall be the responsibility of the Contractor to provide all necessary documentation and justification of costs. The rates for labor, equipment and materials to be used in cases of work performed on a force account basis will be compensated as documented below. No costs other than those explicitly listed below shall be allowed:

- a. Labor: Before any Force Account work begins, the Contractor shall submit for approval to the Project Officer the proposed hourly rates and associated labor costs (benefits and payroll burden) for all laborers and forepersons to be engaged in the work. The number of laborers and forepersons engaged in the work will be subject to regulation by the Project Officer and shall not exceed the number that the Project officer deems most practical and economical for the work. For all labor and forepersons in direct charge of the force account work, excluding general superintendence, compensation will be as follows:
- 1) Certified Pay Rate: The Contractor will receive the actual rate of wage or scale as set forth in his most recent payroll for each classification of laborers, and forepersons who are in direct charge of the specific operation. The time allowed for payment will be the number of hours such workers are actually engaged in the work. If overtime work is authorized by the County, payment will be at the normal overtime rate set forth in the Contractor's most recent payroll.
  - 2) Benefits: The Contractor will be entitled to receive the actual cost for any fringe benefits that are regularly provided to the classes of laborers and forepersons engaged in the work and that are not included in the certified pay rate.
  - 3) Payroll Burden: The Contractor will be entitled to receive the actual cost for all costs associated with required payroll taxes and payroll benefits not covered in 2) above, including:
    - Social Security Tax
    - Medicare Tax

- Unemployment Tax
  - Worker's Compensation Insurance
  - Contractor's Public Liability Insurance
  - Contractor's Property Damage Liability Insurance
- 4) If the Contractor is unable to provide the necessary documentation for Benefits and Payroll Burden as identified above, the Contractor will be entitled to an additive of 20% of the Certified Hourly Pay Rate as full and final compensation for Benefits and Payroll Burdens
- 5) Overhead and Profit: The Contractor will be entitled to an additive of 10% on all properly documented and approved costs established in paragraphs 1), 2), 3), and 4) above for all administrative, overhead, and profit associated with labor costs.
- 6) Subsistence and lodging allowances may be allowed by the Project Officer at the actual and documented costs for lodging and meals if the following conditions are met and the applicable rates and authorization for such costs are established prior to beginning the work. No additives for overhead, administrative, profit, or any other costs will be permitted for subsistence and lodging.
- i. The specific Force Account work is outside the scope of the original contract, requires mobilization of a separate crew not intended to be used on the original contract, and the Contractor's base location is more than 50 miles from the Site, or
  - ii. Forces which have been working on the Contract will be used for the Force Account work and have been routinely staying overnight during the life of the Project, and the Force Account Work will warrant an extension of the contract time, and the distance from the Contractor's base location to the Site is more than 50 miles
- b. Materials: The Contractor will receive the actual cost of materials accepted by the Project Officer that are delivered and used for the work including taxes, transportation, and handling charges paid by the Contractor, not including labor and equipment rentals as herein set forth, to which 15 percent (15%) of the cost will be added for administration and profit. The Contractor shall make every reasonable effort to take advantage of trade discounts offered by material suppliers. Any discount received shall pass through to the County. Salvageable temporary construction materials will be retained by the County, or their appropriate salvage value shall be credited to the County, at the County's discretion.
- c. Equipment: For all equipment other than small tools, the Contractor will be entitled to rental rates as established herein, and agreed to in writing before the work is begun. Transportation costs directly attributable to Force Account work will be as stated below. Small tools will be considered any equipment which has

a new cost of \$1000 or less, and will not be eligible for any compensation. The Contractor shall provide the Project Officer a list of all equipment to be used in the work. For each piece of equipment, the list shall include the serial number; date of manufacture; location from which equipment will be transported; and, for rental equipment, the rental rate and name of the company from which it is rented. The number and types of equipment engaged in the work will be subject to regulation by the Project Officer as deemed to be the most practical and economical for the work. No compensation will be allowed for equipment which is inoperable due to mechanical failure. Compensation for equipment shall be as follows:

- 1) Hourly Base Equipment Rental Rates (Owned Equipment) – For equipment authorized for use in the Force Account work that is owned by the Contractor, the Contractor shall be entitled to an Hourly Base Rental Rate as detailed in the following paragraphs. The Hourly Base Rental Rate for Contractor owned equipment will not exceed 1/176 of the monthly rates of the schedule shown in the *Rental Rate Blue Book* modified in accordance with the *Rental Rate Blue Book* rate adjustment tables that are current at the time the force account is authorized. The rates for equipment not listed in the *Rental Rate Blue Book* schedule shall not exceed the hourly rate being paid for such equipment by the Contractor at the time of the force account authorization. In the absence of such rates, prevailing rates being paid in the area where the authorized work is to be performed shall be used.
- 2) Hourly Base Equipment Rental Rates (Rented Equipment) – If the Contractor does not possess or have readily available equipment necessary for performing the force account work and such equipment is rented from a source other than a company that is an affiliate of the Contractor, payment will be based on actual invoice rates when the rates are reasonably in line with established rental rates for the equipment in question and are approved by the Project Officer.
- 3) Hourly Operating Rates – Hourly Operating Rates shall be as established in the Blue Book estimated operating cost per hour. This operating cost will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and any and all incidentals. If rental rates for the equipment being used in the work are not listed in the Blue Book or otherwise readily available, the Hourly Operating Cost will be 15% of the established Hourly Base Rental Rate. If invoices for Rental Equipment include the furnishing of fuel, lubricants, repair, and servicing, then the Contractor will not be entitled to any Hourly Operating costs for that equipment.
- 4) Equipment Usage - Equipment usage will be measured by time in hours of actual time engaged in the performance of the work. The Contractor shall be entitled to the applicable Hourly Base Equipment Rental Rate and Hourly Operating Rate for all approved Equipment Usage.



- 5) Equipment Standby – Standby time is defined as the period of time equipment authorized for Force Account work by the Project Officer is available on-site for the work but is idle for reasons not the fault of the Contractor or normally associated with the efficient and necessary use of that equipment in the overall operation of the work at hand. Hourly rates for Contractor owned equipment on standby, will be at 50 percent (50%) of the rate paid for equipment performing work. Operating costs will not be allowed for equipment on Standby. When equipment is performing work less than 40 hours for any given week and is on standby, payment for standby time will be allowed for up to 40 hours, minus hours performing work. Payment for Standby will be allowed only for working days. Payment for Standby will not be made for the time that equipment is on the Project in excess of 24 hours prior to its actual performance in the force account work.
- 6) Transporting Costs – When it is necessary to obtain equipment exclusively for Force Account work from sources beyond the Project limits and the Project Officer authorizes the transporting of such equipment to the Site, the cost of transporting the equipment will be allowed as an expense. Where the transport requires the use for a hauling unit, the allowable expense will consist only of the actual cost incurred for the use of the hauling equipment, or the applicable Blue Book cost, whichever is less. When equipment is transferred under its own power, the allowable Transporting cost shall be 50% of the Hourly Base Equipment Rental Rate.
- 7) Overhead and Profit – The Contractor shall be entitled to an additive of 10% on all appropriate and approved Equipment Rental, Operating, and Transporting costs as defined above.

d. Subcontracting: The Contractor shall receive the cost of work performed by a subcontractor as determined in (a), (b), and (c) above. In addition, the Contractor will be allowed an allowance per the schedule below for administrative costs and profit.

Total Cost of Subcontract Work: Rate Schedule

\$0 - \$10,000	10%
> \$10,000	\$1,000 + 5 % above \$10,000

e. Other Costs: The Contractor shall not be entitled to any costs associated with Force Account Work other than those specifically identified in this section.

f. Statements: Payments will not be made for work performed on a force account basis until the Contractor has furnished the Project Officer duplicate itemized statements of all costs of such work detailed as follows:

- 1. Payroll indicating name, classification, date, daily hours, total hours, rate, and extension of each laborer, foreperson

2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of equipment
3. Quantities of materials, prices, and extensions
4. Transportation of materials
5. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock; that the quantity claimed was actually used; and that the price, transportation, and handling claimed represented his actual cost.

6. CLAIMS FOR EXTRA COST

If the Contractor claims that any event will give rise to a claim for an increase in the Contract Amount or that any instructions from the Project Officer, by drawings or otherwise, will incur him extra cost under the Contract, then, except in emergencies endangering life or property, it shall give the Project Officer written notice thereof no later than three (3) days of the event or instruction. The Contractor thereafter must provide to the Project Officer a full cost proposal within 14 days detailing the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. No such claims shall be valid unless so made. If the Project Officer agrees that such event or instructions involve extra cost to the Contractor, any additional compensation will be determined by one of the methods provided in the Changes in Work paragraph of these General Conditions as selected by the Project Officer. All pricing and supporting documentation requirements of the Changes in the Work clause shall apply to claims for extra cost deemed valid under this paragraph.

7. DAMAGES FOR DELAY; EXTENSION OF TIME OTHER THAN FOR WEATHER

a. Excusable Non-Compensable Delays: If and to the extent that the Contractor is delayed at any time in the progress of the Work by a Force Majeure event or other causes outside of the County's control or the Contractor's control and which the Contractor could not have reasonably foreseen, the Contractor may request an extension of the Time for Completion. To be considered for an extension of the Time for Completion, the Contractor shall give the Project Officer timely written notice at the inception of the delay. The Contractor thereafter must provide to the Project Officer a full claim within 14 calendar days of the cessation of the delay and demonstrate that the delay affected the critical path of the accepted schedule and any Float has been consumed. If the Project Officer agrees with the existence and impact of the delays, the Project Officer shall extend the Time for Completion for the length of time that the Time for Completion was actually delayed thereby. The Contractor shall not be due compensation or damages of any kind as a result of such delay. Delays caused by weather are addressed in Section G.8.

b. Excusable Compensable Delays: If and to the extent that the Contractor is unreasonably delayed at any time in the progress of the Work by any act or omission of

the County, its agents or employees, due to causes within the County's control, the Contractor may request an extension of the Time for Completion and/or additional compensation. The Contractor shall give notice to the Project Officer immediately at the time of the occurrence giving rise to the delay and shall give written notice no later than five (5) calendar days after the inception of the delay. The Contractor's written notice shall specify the nature of the delay claimed, the cause of the delay, and the impact of the delay on the Contractor's schedule. Thereafter the Contractor shall provide to the Project Officer a full claim within 14 calendar days of the cessation of the delay. The claim must detail the amount of additional contract time or compensation claimed, together with the basis therefor along with itemized documentation supporting the claim. The itemized documentation must demonstrate that the claimed delay directly affected the critical path of the accepted schedule and any Float has been consumed and the time and/or costs incurred by the Contractor are directly attributable to the delay in the work claimed. The Contractor shall be entitled to additional compensation only if the delay was caused solely by acts or omission of the County, its agents or employees, or due to causes within their control.

If the Contractor is entitled to compensation, an itemized accounting of the following direct site overhead expenses will be considered as allowable costs to be used in determining the compensation due the Contractor: the site superintendent(s) (as identified at the inception of the work) pro rata salary, temporary site facilities, temporary site office expense, and temporary site utilities including basic telephone service, electricity, heat, water, and sanitary/toilets. A fifteen percent (15%) markup of these expenses will be allowed to compensate the Contractor for home office and other direct or indirect overhead.

Furthermore, compensation for the delay shall be calculated from the contractual Time for Completion, as adjusted by Change Order, and shall not be calculated based on any early completion planned or scheduled by the Contractor

c. Non-Excusable Non-Compensable Delays: The Contractor shall not be entitled to an extension of the Time for Completion or to any additional compensation for delays if and to the extent they are caused by acts, omissions, fault, or negligence of the Contractor or its subcontractors, agents, or employees or due to foreseeable causes within their control, including, but not limited to, delays resulting from defective work, including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from defective work or rejected work for which corrective action must be determined before like work can proceed, from incomplete, incorrect, or unacceptable Submittals or samples, or from the failure to furnish enough properly skilled workers, proper materials or necessary equipment to diligently perform the work in a timely manner in accordance with the Project schedule.

d. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed herein. Furthermore, no extension of time or additional compensation shall be given for any delay

unless a full claim is made to the Project Offer within 14 days of the end of the delay. Failure to give written notice or failure to present a timely claim shall constitute a waiver of any claim for extension or additional compensation based upon that cause.

e. If the Contractor submits a claim for damages pursuant to this Section, the Contractor shall be liable to the County for a percentage of all costs incurred by the County in investigating, analyzing, negotiating and litigating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim that is determined through litigation to be false or to have no basis in law or fact (Virginia Code §2.2-4335).

f. Any change in the Time for Completion or additional compensation shall be accomplished only by the issuance of a Change Order.

8. TIME EXTENSIONS FOR WEATHER

The Contractor's sole relief on any claims for delay which is caused by abnormal weather shall be an extension of the Time for Completion provided the Contractor gave the Project Officer written notice no later than five (5) calendar days after the onset of such delay and provided the weather affected the Critical Path. A fully-documented claim for a time extension under this Section must be submitted no later than thirty (30) calendar days after the cessation of the delay. It shall be the Contractor's responsibility to provide the necessary documentation to satisfy the Project Officer that the weather conditions claimed were encountered, which may include daily reports by the Contractor, copies of notification of weather days to the Project Officer, NOAA backup, and pictures from each day claimed.

The Time for Completion will not be extended due to inclement weather conditions which are normal, as defined below, for Arlington County. The Time for Completion includes an allowance for workdays (based on five (5) day workweek) which according to historical data may not be suitable for construction work. The Contractor may request extension to the Time for Completion if it can demonstrate unusual and disruptive weather conditions per the requirements below:

- a. That one or more of the Weather Conditions listed below was encountered; and,
- b. The occurrence of the Weather Condition(s) resulted in an inability to prosecute work which would have otherwise been performed on the day(s) the Weather Condition(s) occurred; and,
- c. The work which was not able to be completed was on the Critical Path and could not be completed **only** due to the Weather Condition(s) claimed.

The Project Officer will determine the Contractor's entitlement to an extension of the Time for Completion. A time extension of no more than one (1) day will be granted for one (1) day of lost work which satisfies the requirements above, regardless of the number of Weather Conditions encountered. The Contractor's sole relief shall be an extension of the Time for Completion and no claim for an increase in Contract Amount will be allowed.

The Weather Conditions listed below will be the only basis for consideration by the County, based upon the requirements listed above, as an extension of the Time for Completion due to inclement weather or weather-related site conditions.

**Weather Condition #1: Unusually Heavy Precipitation** - Figure 1 illustrates the anticipated monthly inclement weather due to precipitation (Rain Days). If the number of days with precipitation in excess of 0.10", as recorded at Washington Reagan National Airport, exceeds the anticipated Rain Days, the Contractor will be entitled to an extension of one (1) day on the Time for Completion for every day in excess of the Rain Days illustrated in Figure 1. The anticipated value of Rain Days for partial months at the beginning and end of the Contract shall be evaluated on a pro-rated basis.

**FIGURE 1**  
Average days with precipitation of 0.1" or more

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	6	7	6	8	6	7	6	6	5	6	6

Weather days are not exclusive to the individual months that they represent in Figure 1. If weather days are not used in a previous month(s) they can be used to offset weather delays in subsequent months. This will be reviewed on a case by case basis and is subject to reconciliation at the end of the Project.

**Condition #2: Temperature** – The Contractor may be entitled to an additional day for every day that the recorded high temperature at Washington Reagan National Airport is 32 degrees Fahrenheit or less, that has not already been incurred under Weather Condition #1 above. This condition does not apply to vertical construction as defined by the Arlington County Vertical Construction Standards.

9. RELEASE OF LIENS

The County, before making final payment, shall require the Contractor to furnish a complete release of all liens arising out of this Contract. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remains unsatisfied after all payments have been made, the Contractor shall refund to the County all money that the latter may be compelled to pay in discharging such lien. However, the County may make payments in part or in full to the Contractor without requiring the releases or receipts, and the payments so made shall not impair the obligations of any Surety or Sureties on any bond or bonds furnished under this Contract.

10. FINAL PAYMENT

After the Contractor has completed all work and corrections to the satisfaction of the Project Officer or designee and delivered all maintenance and operating instructions, schedules, quantities, bonds, certificates of inspection, maintenance records, As-Built Drawings, and other items required as final payment submittal documents, the Contractor may make application for final payment following the procedure for progress payments. The Final Application for Payment shall be accompanied by all documents

required in the Contract, including a complete and signed and notarized copy of the Final Payment Release Form as follows:

**RELEASE AND REQUEST FOR FINAL PAYMENT**

CONTRACT NUMBER: \_\_\_\_\_ CONTRACTOR NAME: \_\_\_\_\_

FINAL PAYMENT AMOUNT: \_\_\_\_\_

The Contractor hereby requests final payment in the amount indicated on the above referenced Contract. The Contractor agrees that its acceptance of final payment releases and forever discharges Arlington County and its officers, employees, servants and agents from any and all actions, claims, demands and liability of whatever nature now existing or which may hereafter arise as a result of or in connection with the above referenced Contract.

The Contractor certifies that all of the debts for labor, materials, and equipment incurred in connection with the above referenced Contract have been fully paid.

AUTHORIZED SIGNATURE DATE: \_\_\_\_\_

The date of Final Acceptance is the date on which the County issues the final payment for the work performed.

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be \_\_\_\_\_ in the above instrument, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name by himself/herself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **VII. INSURANCE REQUIREMENTS**

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Proposal Form) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

### **1. General**

- 1.1 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.2 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.
- 1.3 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- 1.4 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- 1.5 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be listed as additional insureds under all coverages except Workers' Compensation, Professional



Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, Commission, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, Commission, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

- 1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for 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, or in connection in any way whatsoever with the contracted work.
- 1.7 The insurance coverage required shall remain in force throughout the Contract or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.8 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 or inspecting the work 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 and any persons employed by the subcontractor and/or carriers delivering and receiving materials from the Project.
- 1.9 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.10 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."
- 1.11 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.
- 1.12 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of its

subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

- 1.13 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract whether identified on the Contract Documents or not.
  - 1.14 For any claims related to this work, the Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and non-contributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.
  - 1.15 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an Addendum to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
  - 1.16 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
  - 1.17 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
  - 1.18 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.
2. Contractor's Insurance:
- 2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

2.1.4 The Contractor shall maintain Professional Liability Insurance that covers all Work under this Contract, to include the work of the subcontractors, with per claim and aggregate limits of no less than \$5,000,000 per occurrence, with such insurance to stay in place for a period of three years after completion of the Project.

2.1.5 General Environmental Remediation Projects

In addition to the Insurance Requirements specified in the general provision or elsewhere in the Contract Documents, the Contractor shall not commence work under this Contract until all insurance as required hereafter has been obtained, and certified copies, naming the County as an additional insured, of such insurance have been submitted and accepted by the Purchasing Agent.

- i. An environmental remediation contractor or subcontractor shall be responsible for purchasing and maintaining Business Automobile Liability insurance and Workers' Compensation insurance as described in 2.1.2, 2.1.3, and 2.1.8.

- ii. Acceptance by Arlington County of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance of environmental remediation Work under the Contract.
- iii. The Contractor is responsible for any losses, claims, and costs of any kind, which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies. The limits and coverage requirements may be revised at the option of the Arlington County Risk Manager. The requirements outlined shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of work under the Contract.

#### 2.1.6 Contractors Pollution Liability (CPL) Policy

- i. Minimum liability limits required shall be \$3,000,000 Per Loss and \$6,000,000 Total All Losses, including, but not limited to, property damage, bodily injury, loss of use, and clean up costs.
- ii. Limits must be dedicated to work performed under this Contract only, unless prior approval by the Arlington County Risk Manager has been obtained. The policy of insurance shall contain or be endorsed to include the following:
  - a. Pollution coverage as respects asbestos, lead, VOC and PCB's.
  - b. "Covered Operations" designated by the CPL policy must specifically include all work performed under this contract. (This would include and not be limited to excavation, off-site incineration of soils, demolition, asbestos abatement, drum removal and disposal, in-situ vapor extraction, etc.) and exclusions or limitations affecting work performed under this contract must be deleted. (i.e., lead, asbestos, pollution, testing, underground storage tanks, radioactive matter, etc.)
  - c. Contractor must comply with all applicable DOT and EPA requirements.
  - d. Premises/Operations.
  - e. Broad form property damage.
  - f. Products/Completed Operations coverage for a minimum of five (5) years after Final Payment.
  - g. Contractual liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
  - h. Cross liability/severability of interest.
  - i. The scope of work and all related activities under this Contract shall be scheduled as "Covered Operations" under this policy.

- j. Coverage is included on behalf of the insured for covered claims arising out of the actions of independent contractors. If insured is utilizing subcontractors, the CPL policy must use "By or On behalf of" language with regards to coverage.
- k. Loading and unloading exclusions must be amended so as to include coverage for mobile equipment and automobiles.

2.1.7 Environmental Impairment Liability, including coverage of insureds' on-site clean up, with the following minimum limits of liability:

Bodily Injury and Property	3,000,000 each occurrence
Damage Liability	6,000,000 annual aggregate

The County Board of Arlington County, Virginia, is to be named as Additional Name Insured or a Broad Form Contractual Endorsement may be added to the policy as respects any liability that may arise out of or result from the handling of Work on this Project including specifically but without limitation thereto, the indemnity provisions in the Agreement. Such policies will be endorsed to provide that they are primary to an insurance carried by the County Board of Arlington County, Virginia.

2.1.8 Should any of the Work hereunder involve the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor shall provide, or shall require its subcontractor performing the work to provide, the following coverage in addition to the above requirements:

- a) Environmental Liability and Cleanup Coverage – with limits of not less than \$4,000,000 per occurrence.
- b) Business Automobile Liability – for transportation or regulated and/or hazardous waste, products, or materials with limits of not less than \$2,000,000, per occurrence. Said coverage shall include County as an additional insured and shall include both the MCS-90 and CA 9948 (or equivalent) endorsements, which shall be specifically referenced on the certificate of insurance.

3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 Claims-Made Coverage - If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist and/or the Agreement remain the same. The Contractor must either:

- o Provide Certificates of Insurance evidencing the claims-made coverages for a period of five years after final payment for the Contract or the end of the warranty period, whichever is greater, to ensure the coverage is in effect. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract,

or

- Purchase an extended (minimum five years or the end of the warranty period, whichever is greater) 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.

#### 4. Builder's Risk Insurance

- 4.1 The Contractor shall purchase and maintain builder's risk insurance with a limit equal to the initial Contract Amount and any amendments to the Contract which affect the project cost on a replacement cost basis. Builder's risk insurance shall be maintained until Final Payment under the Contract has been made or until no person or entity other than the County has an insurable interest in the covered property, whichever is earlier. The builder's risk insurance shall include the County as defined in Section 1.6, Contractor, subcontractors and sub-subcontractors as named insureds.
- 4.2 Insurance shall be on an all-risks policy form including the perils of fire, theft, vandalism, malicious mischief, lightning, wind, force majeure, collapse, and earthquake. Coverage is to apply for demolition occasioned by enforcement of any applicable legal requirements, and Architect's fees. Coverage for the peril of flood shall not be required unless otherwise required in the Contract Documents.
- 4.3 Unless otherwise provided in the Contract Documents, the builder's risk insurance shall also cover materials to be incorporated into the project which are stored off-site.
- 4.4 The Contractor shall purchase and maintain Boiler and Machinery insurance, if required by the contract documents or by law, with a limit satisfactory to the County. The Boiler and Machinery insurance shall cover objects during installation and until Final Acceptance by the County. The County shall be included as a named insured.
- 4.5 Any loss under builder's risk insurance shall be payable to the County as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner. The County, as fiduciary, shall have the right to adjust and settle a loss with insurers.
- 4.6 The insurance company providing the builder's risk coverage shall grant permission for the County to partially occupy or use the premises under construction prior to final acceptance without removing or affecting the coverage.

**VIII. ATTACHMENTS AND FORMS**

ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 22-DES-RFPPW-672

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN  
12:00 P.M., MAY 8, 2023 FOR PROVIDING  
ARLINGTON WATER POLLUTION CONTROL PLANT PHASE 10C/D – COMPREHENSIVE BIOSOLIDS  
UPGRADE PROJECT (SHORT TITLE: BIOSOLIDS UPGRADES)  
PER THE FOREGOING SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE  
BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE  
FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE  
OFFEROR, OR THE PROPOSAL MAY BE REJECTED.

SUBMITTED BY:

*(legal name of entity)*

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINT NAME AND TITLE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NO.:

E-MAIL

ADDRESS:

\_\_\_\_\_

THIS ENTITY IS INCORPORATED  
IN:

\_\_\_\_\_

THIS ENTITY IS A:

*(check the applicable  
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE  
SCC:

\_\_\_\_\_

*Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must  
include a statement with its proposal explaining why it is not required to be so authorized.*



**OFFEROR STATUS:**    MINORITY OWNED:     WOMAN OWNED:     NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088)

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

OFFEROR'S PRINTED NAME: \_\_\_\_\_

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

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State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

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If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

OFFEROR'S PRINTED NAME: \_\_\_\_\_

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 22-DES-RFPPW-672, and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposals for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF \_\_\_\_\_)

CITY/COUNTY OF \_\_\_\_\_) to wit:

\_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the undersigned a Notary Public in and for the State and County of aforesaid, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**INSURANCE CHECKLIST**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".**

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- 1. Workers' Compensation ..... Statutory limits of Virginia
- 2. Employer's Liability ..... \$1 Million accident, \$1 Million disease, \$1 Million disease policy limit
- 3. Commercial General Liability ..... \$2,000,000 BI/PD each occurrence, \$5 Million annual aggregate
- 4. Premises/Operations ..... \$2,000,000 BI/PD each occurrence, \$5 Million annual aggregate
- 5. Automobile Liability ..... \$2 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles ..... \$2 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors ..... \$2,000,000 BI/PD each occurrence, \$5 Million annual aggregate
- 8. Products Liability ..... \$2,000,000 BI/PD each occurrence, \$5 Million annual aggregate
- 9. Completed Operations ..... \$2,000,000 BI/PD each occurrence, \$5 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) \$2,000,000 BI/PD each occurrence, \$5 Million annual aggregate
- 11. Personal and Advertising Injury Liability ..... \$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella Liability ..... \$5 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate
- 14. Professional Liability
  - a. Architects and Engineers ..... \$5 Million per occurrence/claim
  - b. Asbestos Removal Liability ..... \$2 Million per occurrence/claim
  - c. Medical Malpractice ..... \$1 Million per occurrence/claim
  - d. Medical Professional Liability ..... \$ Limits as set forth in Virginia Code 8.01.581.15
- 15. Miscellaneous E&O/Professional Liability ..... \$5 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90) ..... \$2 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance ..... \$ \_\_\_\_\_
- 21. Moving and Rigging Floater ..... Endorsement to CGL
- 22. Dishonesty Bond ..... \$ \_\_\_\_\_
- 23. Builder's Risk ..... Provide Coverage in the full amount of Contract, including any amendments
- 24. XCU Coverage ..... Endorsement to CGL
- 25. USL&H ..... Federal Statutory Limits
- 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation, Errors/Omissions/ Professional Liability and Auto.
- 29. Certificate of Insurance shall show RFP Number and RFP Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million occurrence/ \$6 Million Annual Aggregate
- 31. Cyber insurance.....\$2Million per occurrence/Aggregate
- 32. OTHER INSURANCE REQUIRED: \_\_\_\_\_

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the Offeror named below and have advised the Offeror of required coverages not provided through this agency.

AGENCY NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

*PROPOSAL FORM, PAGE 6 OF 6*

OFFEROR'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

OFFEROR NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_