

II. ARLINGTON COUNTY DES ENGINEERING
SPECIAL CONDITIONS

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PROJECT SUMMARY

The Contractor shall provide all resources to successfully perform the terms of this contract in accordance with project plans, and in compliance with Arlington County and VDOT Standards and Specifications. The Contractor shall perform the work complete, in place, tested, and ready for continuous service.

All work within the County Right-Of-Way shall be in accordance with the Arlington County Standards and Specifications, unless otherwise noted.

The work performed under this contract will consist primarily of Capital Improvement Projects which involve Construction and Maintenance of Stream Restoration, Regenerative Stormwater Conveyance, repair of in-stream structures, associated Outfalls Maintenance, and Multi-Season Post-Construction Stream and Wetland Vegetation Maintenance. Projects will vary in size and shall not exceed \$750,000 per task order and the total expenditure for this contract is expected to be approximately \$1,500,000 to \$2,250,000 annually.

SUPPLEMENTS TO THE GENERAL CONDITIONS

These Conditions modify the Arlington County Construction General Conditions. All provisions that are not modified or deleted by these Supplemental Conditions shall remain in full force and effect.

The address system used in these Supplemental Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE B – DRAWINGS, SPECIFICATIONS AND RELATED DATA

SC-B.10 TESTS

Add the following new language to Paragraph B.10:

All materials testing shall be in compliance with the Arlington County Materials Testing Specification Reference. This document specifies the method and frequency of testing for Arlington County projects. A copy of this document is included in the bid documents. This shall be incidental to the work and no separate payment will be made.

The Contractor shall engage the services of a geotechnical company, acceptable to both the County and VDOT, to conduct all materials testing per the County and VDOT Specifications.

If it is observed that samples for testing are being improperly taken or that samples are being taken from an area that is not fully representative of all project conditions, then Contractor shall take and test additional samples at the County Project Officer's request from areas designated by the County Project Officer and at the Contractor's expense.

In addition, the Contractor shall provide the County with unfettered site access as needed for VDOT/County personnel or VDOT/County consultants to enter the site, inspect, and perform any additional testing for any and all materials (including soil, concrete, asphalt, etc.).

Compaction results must meet VDOT Specifications and be certified by a Geotechnical Engineer licensed in Virginia. This work shall be at no cost to the County.

SC-B.13 SURVEYS AND CONTROLS

Delete Paragraph B.13 in its entirety and insert the following in its place:

Unless otherwise stated, the County will provide horizontal and vertical reference points necessary for the Contractor to proceed with the Work. The Contractor shall carefully preserve all reference points, and in the case of destruction thereof by the Contractor or due to the negligence of the Contractor or of any subcontractor, the Contractor shall be responsible for expense and damage resulting therefrom and shall be responsible for any mistakes or construction errors that may be caused by the loss or disturbance of such reference points. The Contractor shall be responsible for laying out the Work and shall

retain a professional land surveyor licensed in the Commonwealth of Virginia to survey and provide all necessary construction layouts and to establish all control lines, grades, and elevations during construction.

ARTICLE C – COUNTY, COUNTY PROJECT OFFICER, AND CONTRACTOR RELATIONS

SC-C.1 STATUS OF COUNTY PROJECT OFFICER OR DESIGNEE

SC-C.4 INSPECTION OF WORK

Add the following new language to Paragraph C.4:

Contractor shall notify the Project Officer at least 3 working days prior to disturbing any existing, or installing any new, traffic signs, signals, or other traffic control devices. The Contractor shall allow 3 working days for the inspection and approval of the premarkings prior to placing the permanent markings.

SC-C.9 CONTRACTOR MANAGEMENT PERSONNEL

Add the following new language to Paragraph C.9:

Site Supervisor:

The Contractor shall have a qualified and experienced site supervisor who can clearly communicate technical matters on-site at all times when construction activity is occurring or when the site is not in a secure state.

Safety Project Officer:

The Contractor shall have at least one (1) employee certified by VDOT in Basic Work Zone Traffic Control on-site at all times that work is occurring and be responsible for the following:

- Placement, maintenance, and removal of work zone traffic control devices,
- Compliance with permit requirements and conditions, approved plans and specifications, the Virginia Work Area Protection Manual, and the Manual of Uniform Traffic Control Devices.

The flagger shall be certified in accordance with the VDOT Flagger Certification Program, the American Traffic Safety Services Association Flagger Certification Program or any other VDOT approved flagger program. The flagger shall have his/her certification card with them at all times while performing flagging activities.

The Contractor shall have at least one (1) employee certified in OSHA 10 on-site at all times that work is occurring. The employee shall have served as a Project Safety Officer on at least three (3) prior projects. If the contractor has multiple employees with these requirements, the Contractor shall clearly identify which employee shall serve as the Project Safety Officer.

Environmental Project Officer:

For each task order, the Contractor shall have at least one (1) employee that has successfully completed the VDOT Erosion & Sediment Control Contractor Certification

training. The contractor employee shall be on-site during all land disturbance activities. The Contractor shall be responsible for ensuring compliance with all applicable local, State, and Federal erosion and sediment control regulations and permits during land disturbance activities.

If the Contractor proposes to deviate from the approved Erosion and Sediment Control Plan, it shall be the Contractor's responsibility to coordinate and obtain approval from the County Project Officer prior to implementing any changes.

SC-C.13 PROTECTION OF WORK AND PROPERTY

Add the following new language to Subparagraph C.13.c:

The Contractor shall be responsible for all damages caused by their construction activities. The Contractor shall perform or provide repairs, replacements, and restoration to all property that has been damaged resulting from construction operations performed by the Contractor, and shall meet the following requirements:

1. Restore all areas to conditions that existed prior to construction. Remove and Replace damaged items with items equal to or better than the damaged items.

ARTICLE E – LEGAL RESPONSIBILITY AND PUBLIC SAFETY

SC-E.1 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

Add the following new language at the end of E.1:

When construction activity reaches in proximity to existing utilities, the trench(es) shall be opened a sufficient distance ahead of the work or test pits shall be made to verify the exact location and inverts of the utility to allow for possible changes in the line or grade as directed by the Project Officer. This shall be incidental to the work and no separate payment shall be made.

SC-E.2 PUBLIC CONVENIENCE

Add the following new language to Paragraph E.2:

The Contractor shall set up controls at the beginning of each work day and take down controls at the end of each work day for the duration of the project. At all times the Contractor shall maintain safe two-way vehicular traffic, and safe accessible pedestrian traffic in conformance with County and VDOT standards.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with the Virginia Work Area Protection Manual and Part VI of the "National Manual on Uniform Traffic Control Devices." The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any

other provision to the contrary, shall fully indemnify Arlington County, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract. All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor.

When conditions warrant due to traffic volumes, patterns, or special events, the County may suspend or otherwise direct the Contractor's activities to protect the public and or the County's transportation network.

When the project includes a VDOT and/or County approved MOT Plan (or Plans), the Contractor shall strictly abide by this plan. If the Contractor proposes to deviate from the approved MOT Plan for a County road, it shall be the Contractor's responsibility to coordinate and obtain approval from the County Project Officer prior to implementing any changes. If the Contractor proposes to deviate from the approved MOT Plan for a VDOT road, it shall be the Contractor's responsibility to coordinate and obtain approval directly from VDOT prior to implementing any changes.

Prior to any lane closures within the VDOT Right-of-Way, the County Project Officer and VDOT Field Inspector must be notified in advance of such lane closure in accordance with VDOT requirements.

The Contractor shall not be entitled to any additional payment for changes to MOT which are the result of the Contractor's work schedule or resource allocation, weather delays, or other factors not controlled by the County.

Failure of the Contractor to correct any MOT deficiency immediately upon notification may result in the project being shut down until the deficiency is corrected, and a reduction from the amount of payment due in the amount of \$1,000.00 per violation. Repeated violations of this provision may result in contract termination.

The Contractor shall install project information signs (size - 36"x48") at least two (2) different locations for each site. Signs will be supplied by the County. Sign posts and incidentals necessary for a complete installation of the signs shall be furnished by the Contractor. Signs shall be installed at least two (2) weeks prior to the start of the construction. The Contractor shall coordinate the location of the signs with the Project Officer. After the project has been completed the Contractor shall remove and return the signs to the County Project Officer. The cost for this work shall be considered incidental to other items within the Contract and no separate payment will be made.

At the close of each work day, the area of work shall be confined to the smallest area possible, but in no event larger than the area designated in the Construction Documents, so that the maximum use of the street and sidewalk shall be restored and the hazard to traffic reduced to the minimum.

The Contractor shall preserve all bus stops, including maintaining adequate accessibility through and adjacent to the construction for buses and their passengers. The Contractor shall not close, relocate, or otherwise modify a bus stop without prior request of the Project Officer. Any relocation or closure of a bus stop will require at least four weeks advance notice for coordination with the county's bus stop coordinator.

SC-E.10 SITE CLEAN-UP AND WASTE DISPOSAL

Add the following new language to Paragraph E.10:

The County's Earth Products Recycling Yard (located at 4300 29th Street South, Arlington, VA) shall **not** be used on an as-needed basis for unspecified quantities of waste (due in part to the limited size of the Yard). Although atypical, the Yard **may** be considered, on a case-by-case basis, for disposal of specific types/quantities of waste from County construction projects. In such cases disposal arrangements must be approved by the County Project Officer, be made in advance, depend on available space and the type/quantity of waste, and comply with certain requirements (for example, concrete shall be broken into pieces no longer than 24" in any dimension, contain less than 20% soil content, and be free of rebar).

SC-E.11 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Delete Paragraph 2.

ARTICLE F– PROGRESS AND COMPLETION OF THE WORK

SC-F.2 TIME FOR COMPLETION

Delete Paragraph F.2 and replace with the following language:

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. Additional time shall not be allowed for holidays or weather delays except as allowed in the contract.

The Works shall be prosecuted regularly, diligently, and uninterruptedly at a production rate of \$25,000 of installed value per week on projects where “normal daytime working hours” govern. For projects where “restricted work hours” in County and VDOT ROW govern, the Works shall be prosecuted regularly, diligently, and uninterruptedly at a production rate of \$17,000 of installed value per week.

SPECIAL CONDITIONS

These Special Conditions include any project-specific requirements in addition to the General Condition, Supplementary Specifications, and the County Standards Referenced herein.

1. **CONSTRUCTION STANDARDS**

All work shall conform to project plans and specifications along with the current edition of following County and VDOT construction standards and specifications: a copy of which each may be downloaded at no charge from the internet in the links provided below.

Document Title	Link
The Arlington County Department of Environmental Services (DES) Bike Parking Standards	https://info.arlingtontransportationpartners.com/arlington-county-bike-parking-standards
The Arlington County Department of Environmental Services (DES) Construction Standards and Specifications	http://topics.arlingtonva.us/building/construction-standards-specifications/
The Arlington County Department of Environmental Services (DES) Traffic Signal Specifications	https://transportation.arlingtonva.us/traffic-signal-specification-updates/
The Arlington County Department of Environmental Services (DES) Streetlight Specifications	https://transportation.arlingtonva.us/streets/street-lights/lighting-standards-specifications-updates/
The Arlington County Department of Environmental Services (DES) Pavement Marking Specifications	http://transportation.arlingtonva.us/streets/traffic-signals/
The Arlington County Department of Parks and Recreation (DPR) Specifications	https://www.arlingtonva.us/Government/Departments/Parks-Recreation/About/Design-Standards
The Virginia Department of Transportation (VDOT) Road and Bridge Standards and Specifications	http://www.virginiadot.org/business/const/spec-default.asp
The Virginia Work Area Protection Manual (WAPM)	https://www.virginiadot.org/business/trafficeng-WZS.asp
Manual on Uniform Traffic Control Devices(MUTCD),	http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm
The Arlington County Department of Environmental Services (DES) Dechlorination and Disposal Procedures	https://www.arlingtonva.us/Government/Programs/Water-Utilities/Discharging-Chlorinated-Water
The Supplementary Specifications listed within the Contract.	

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In case of a discrepancy, the following order of priority will apply, with the highest governing item appearing first and the least governing item appearing last:

- The Contract Bid Items
- Special Conditions
- Contract Drawings
- Supplemental Specifications
- Arlington County Construction Standards and Specifications
- External Agency Specifications

2. PERMITS

Permits required for the project include, but are not limited to:

- a. **County Land Disturbing Activities (LDA) permit**
- b. **County Public Right-Of-Way (PROW) permit**
- c. **County Transportation Right-Of-Way(TROW) permits**
- d. **County Resource Protection Area (RPA) permit**
- e. **County Water Meter and Fire Hydrant permits**
- f. **VA DEQ Virginia Storm Water Management Program (VSMP) permit**
- g. **Northern Virginia Regional Park Authority (NVRPA) permit**
- h. **Commonwealth of Virginia Department of Environmental Quality General Permit**
- i. **USACE National Wide Permit**

All fees for County permits will be waived by Arlington County, and fees for non-County permits will be paid by Arlington County.

The County will obtain the County LDA permit, the County RPA permit, VDOT Land Use permit, VDOT Open Cut permit, VSMP Permit and then NVRPA permits prior to the start of work. The Contractor shall transfer the County LDA permit, VDOT Land Use Permit, VDOT Open Cut permit and the VSMP Permit in the Contractors name as the permittee and/or responsible party prior to the start of Work. The Contractor shall complete and sign the VDOT forms and submit to the County Project Officer for submission to VDOT two weeks prior to the start of Work within VDOT ROW.

The Contractor shall provide a Responsible Land Disturber (RLD) that meets all the required qualifications of the permits. The Contractor shall complete and sign the RLD certificate and submit to the County Project Officer prior to the start of Work.

The Contractor shall obtain the County PROW permit, the County TROW permits and the County Water Meter and Fire Hydrant permits. The Contractor is responsible for investigating and satisfying all permit requirements for the above-mentioned permits.

3. STAKEOUT AND CUT-SHEETS

The Contractor shall be responsible for laying out the work and shall retain a professional land surveyor licensed in the Commonwealth of Virginia to provide all necessary construction layouts and establish all control lines, grades, and elevation during construction. The Contractor shall submit a copy of all cut-sheets for review, per the Arlington County Specifications. All cut-sheets for layout and construction shall be provided as submittals at least seven (7) calendar days prior to construction of the work included on that cut-sheet. The cost of all necessary surveying services shall be considered incidental to the work and no separate payment shall be made.

4. SCHEDULE, DURATION, AND PHASING REQUIREMENTS

The Contractor shall provide a schedule for all work listed on plans including any additional work not specifically mentioned on plans but was agreed upon with the County prior to work commencing.

Work Duration per task order shall be calculated in accordance with Supplements to the General Condition "SC-F.2 TIME FOR COMPLETION". The Time for completion shall be used as the basis for the project schedule.

Contractor shall make sure that the submittals/shop drawings are reviewed and accepted and materials ordered and delivered on site as no additional time will be granted for this.

5. WORK HOURS

The Contractor shall comply with **normal daytime working hours** as defined in the County Noise Control Ordinance unless otherwise defined by the project plans and specifications, or approved by the Project Officer.

The Contractor shall comply with **restricted working hours** of 9:00 am to 3:00 pm when working in Arlington County arterial streets unless otherwise indicated on the Maintenance of Traffic Plans for each project.

The Contractor shall comply with **restricted working hours** as defined by VDOT and as noted on the approved VDOT permit when working within the VDOT Right-Of-Way. For restricted work hours in VDOT ROW, see attached "Lane Closure Guidelines in NOVA District". The Contractor is responsible for satisfying all VDOT Permit requirements found at: <http://www.virginiadot.org/business/fairfax-permits-main.asp>.

In addition, the County reserves the right to restrict working days and hours to accommodate special site conditions as required.

6. GENERAL SITE SECURITY AND CONTROLS

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.

The Contractor shall provide, erect, and maintain barricades, fences, and/or signage as required to protect the general public, workers, and adjoining properties at no additional cost to the County. Before leaving the site at the end of each day, the Contractor shall replace any and all sections of the security fence or barricade moved or removed during work hours.

The Contractor shall maintain clear vehicular access to existing driveways and entrances at all times unless such access is otherwise addressed on County-approved project plans, precluding concrete pouring and curing of such access points, unless otherwise directed by the County Project Officer.

Homeowners shall be notified by the Contractor a minimum of fourteen (14) calendar days in advance of any driveway closure, and driveways can only be closed for a maximum of five (5) calendar days.

The Contractor shall monitor parking of construction personnel's private vehicles and ensure that the public has unobstructed access to and through parking areas.

7. TRAFFIC SIGNALS AND STREETLIGHTS

Materials and construction of the communications conduit, streetlights, and traffic signals shall abide by the latest versions of the 'Arlington County Traffic Signal Specifications and Standards' and 'Arlington County Lighting Specifications and Standards. All materials for these areas shall be approved by Arlington County Transportation Engineering and Operations Bureau. The County Project Officer will facilitate the material specification submissions for review by the Transportation Engineering and Operations Bureau.

The Contractor shall abide by VDOT's requirement to submit signal foundation details for review. These details include, but are not limited to soil tests to verify the detail design, along with any other supporting information required by VDOT in their submission package. Details shall be created for each signal pole foundation and shall be for both three feet and four feet diameter foundations. The County will assist only in the submission of these details to VDOT, if requested. The Contractor is responsible for satisfying all VDOT requirements. The Contractor shall incorporate all costs for this in relevant items and no payment will be made by the County. The submission shall be submitted with enough time for VDOT to adequately review it. The Contractor cannot claim any time delay or any additional compensation due to such delay.

Prior to removal of the existing signal equipment and materials, the Contractor shall meet with the Project Officer to verify which equipment will be returned to the County, when and

where the returned equipment will be delivered, and which equipment will be disposed. All costs associated with this shall be incidental to other items in the Contract.

Installation of electrical service for temporary services such as signals, streetlights, signal cabinets, construction trailers, or for equipment use are incidental to the contract.

Intercepting existing streetlight conduits and splicing into existing cables are incidental to the contract.

References to a CCTV camera shall mean to both furnish and install the CCTV camera, unless specifically excluded.

As part of the luminaire installation, Contractor shall install house-side shields in each fixture. These shields will be provided by the County. If requested, the County will demonstrate how to install the shields. The Contractor shall contact the Streetlights Operations Team Manager at (703) 228-6531 to obtain the shields prior to ordering any streetlight materials to ensure they will be available at the time of construction, and to request a demonstration on how to install the shields. Failure to do so will be at the Contractor's expense for time if construction is stopped because the shields are not available. The installation of the shields is considered incidental to the contract and no additional payments shall be made for this work.

8. WORK ASSIGNMENTS

A **Proposal Request (PR)** will be sent by the County Project Officer to the Contractor along with project plans and documents. An acknowledgement from the Contractor shall occur within two (2) business days.

Within two (2) business days of the PR sent date, the Contractor may request and schedule pre-proposal meeting with the County.

Within five (5) business days of the PR sent date, the pre-proposal meeting shall be held with the County and Contractor.

Within fifteen (15) business days of the PR sent date, the Contractor shall confirm the County's project quantity or provide calculations for needed adjustments and submit a cost proposal to perform the work and notify the County of any adjustments, a detailed construction including a schedule with major milestones identified and meeting the time for completion specified in "SC-F.2 TIME FOR COMPLETION", the names of the Site Supervisor, Registered Land Disturber, Project Safety Officer, Project Environmental Officer and the Emergency Contact.

The County will review the submitted documents upon receipt, and either accept and issue a County-approved **Purchase Order (PO)**, or reject and issue a **Notice to Meet (NTM)**. These

notices shall be sent via email correspondence to the Contractor. An acknowledgement from the Contractor shall occur within two (2) business days.

- Issuance of Purchase Order (PO)

With the issuance of the PO, the County Project Officer will schedule a pre-construction meeting with the Contractor, and (at County discretion) will schedule an on-site meeting with the Contractor. After these meetings, the County Project Officer will issue a **Notice to Proceed (NTP)** to the Contractor stating the Commencement Date (the date on which the contract time will commence) and on which the Contractor is to begin the prosecution of the work required under the contract. The NTP will specify the time of completion of the contract. The Contractor shall be expected to begin project assignments within five (5) business days from issuance of the NTP, unless a longer time is stipulated by the County Project Officer. Failure of the Contractor to meet response time requirements will be considered grounds for termination of the contract.

- Issuance of Notice to Meet (NTM)

With the issuance of the NTM, the County Project Officer will schedule a meeting with the Contractor within five (5) business days of issuing the NTM to resolve differences.

9. UNLISTED WORK

The Bidder shall submit pricing for Unlisted Work that includes a schedule of equipment and labor hourly rates in the space provided on the Bid Form. Unlisted Work shall be determined in one or more of the following ways:

- Written estimate and acceptance by the County in a lump sum using the bid hourly rates,
- Cost-reimbursement using the bid hourly rates, or
- Other authorized method permitted under the Arlington County Purchasing Resolution.

10. JOB SIZE LIMITATION & ESTIMATED ACTIVITY

The size of the assigned jobs may vary throughout the contract term, but shall not exceed \$750,000 (Five hundred thousand dollars) per project assignment. Sample projects depicting type, scope, breath, and nature of work intended are provided as samples.

11. OTHER COUNTY CONTRACTS

Arlington County may solicit separate bids for work specified under this contract which may include items or services from other projects.

12. OTHER SPECIAL PROVISIONS

- A. The Deck Mat used for construction access shall be Timber matting for construction access shall be Deck Mats by Carolina Mat Incorporated or equivalent approved by the project officer.

B. Stream Restoration Maintenance and repair work

The Contractor shall provide on-call maintenance and repair services in the natural stream bed and banks and manmade instream structures installed throughout the County on a time and materials basis in accordance with the pricing listed in the Bid Form. Contractor shall furnish all labor, materials, equipment, tools and any incidentals necessary for the repair and maintenance work required. Maintenance and Repair work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

Proposals for any maintenance and repair work performed on time and materials or project basis under this Contract. Maintenance and repair works are capped at \$250,000.00 per task order. The County reserves the right to issue separate solicitations for projects of any dollar value, if, in its own discretion, the County determines that it would be in the best interest of the County.

I. PROCEDURE FOR MAINTENANCE AND REPAIR WORK ASSIGNMENTS

The Contractor shall submit a formal proposal for all maintenance and repair work upon request by the County. The scope of each maintenance and repair work shall be set in the following manner:

- i. When the maintenance and repair need arise, the County project officer will reach out to the contractor in accordance with the procedure for task order work assignments.
- ii. A mandatory pre-proposal meeting shall be held between the County and Contractor at the site in need of the maintenance and repair work. The meeting shall include Department of Park and Recreation's Urban Forester and representative from DPR Natural Resources Division.
- iii. The project officer will explain the general scope of the repair work and the physical limits of the beginning and end of the maintenance / repair work shall be discussed and agreed up on during this on-site pre-proposal meeting.
- iv. With-in two weeks after the site pre-proposal meeting the County will provide a written scope of maintenance / repair work supported by pictures, details and sketches as needed and officially request for proposal
- v. The Contractor's proposal shall be based strictly on the Contract Labor Rates listed on the Bid Form, and on the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary materials and the associated labor each as a separate line item. Upon acceptance of the proposal by the County Project Officer, the County will issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the approved PO and an official written notice to proceed authorized by the County Project Officer or designee.

II. PAYMENT FOR STREAM RESTORATION MAINTENANCE REPAIR WORK

Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. The payment shall include transportation and delivery of material and equipment to site and all labor to remove, haul, and to properly dispose of any debris or excess material.

All charges for materials, parts and equipment shall be at the Contractor's cost and reimbursable by the County upon receipt of an invoice per the terms cited in section.

The Contractor shall provide the parts and materials at cost with no additional markup. Upon request by the County, the Contractor shall provide evidence of cost of the materials. The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost.

C. Procedure for Task Order Work Assignment

There will be 2 (two) awards under this contractor, the assignment of Task Order will be made on rotating basis. The following is the procedure that the County will follow to assign work to the selected contractors.

- i. The contractor which submitted the lowest bid would receive the first task order, second lowest bid would receive the second task order, and so forth, in chronologic order, as need arises.
- ii. A **Proposal Request (PR)** will be sent by the County Project Officer to the Contractor along with project plans and documents. The contractor shall acknowledge the receipt of the PR within two (2) business days and may request and schedule a pre-proposal meeting with the County.
- iii. The pre-proposal meeting between the County and Contractor shall be held within five (5) business days after the PR sent date.
- iv. Within fifteen (15) business days of the PR sent date, the Contractor shall confirm the County's project quantity or provide calculations for needed adjustments and submit a cost proposal to perform the work including a schedule with major milestones identified and meeting the time for completion, the names of the Site Supervisor, Registered Land Disturber, Project Safety Officer, Project Environmental Officer and the Emergency Contact.
- v. If the Contractor scheduled for the rotation fails to respond to the County prior to these deadlines, County may assign that particular Task Order to the next Contractor in the assignment rotation.
- vi. The County will review the submitted documents upon receipt, and either accept and issue a County-approved **Purchase Order (PO)** or reject and issue a **Notice to Meet (NTM)**. These notices shall be sent via email correspondence to the Contractor. An acknowledgement from the Contractor shall occur within two (2) business days.
- vii. With the issuance of the NTM, the County Project Officer will schedule a meeting with the Contractor within five (5) business days of issuing the NTM to resolve differences in quantities.

- viii. The contractor will only be authorized to proceed with work on assignment as approved by the County Project Officer and upon receipt of a County Purchase Order.
 - ix. With the issuance of the PO, the County Project Officer will schedule a pre-construction meeting with the Contractor, and (at County discretion) will schedule an on-site meeting with the Contractor.
 - x. After these meetings, the County Project Officer will issue a **Notice to Proceed (NTP)** to the Contractor stating the Commencement Date (the date on which the contract time will commence) and on which the Contractor is to begin the prosecution of the work required under the contract.
 - xi. The NTP will specify the time of completion of the contract. The Contractor shall be expected to begin project assignments within five (5) business days from issuance of the NTP, unless a longer time is stipulated by the County Project Officer. Failure of the Contractor to meet response time requirements will be considered grounds for termination of the contract.
 - xii. The contractor shall be responsible for securing all necessary permits, licenses and approvals from local, state, and Federal authorities unless otherwise agreed to in writing. The County will be responsible for payment of permit fees.
- D. Tree shelter: Tree shelter for Deer and Beaver tree protection shall be Galvanized metal hardware cloth with Maximum 2 inches opening, minimum height of 5 feet and minimum diameter of 12 inches. The Tree shelter shall be supported (braced) vertically with minimum # 3 or #4 rebars @ 6 feet. The hardware cloth shall be tied three places per rebar with 12 gauge galvanized annealed wire.
- E. Safety Fencing : Safety fencing shall be Internations orange, high density polyethelene dimond mesh with openings of 1 -1/2 inch, five feet in height, with a roll weight of 20 ponds per roll. Metal fencing shall be zinc coated steel with mesh opening of 2 inches; 9 - gauge minimum and six feet in height. The posts shall be conventional “T” or “U” galvanized metal posts with 12-gauge wire or plastic ties.
- F.
- G. Construction of access road shall be paid as part of Mobilization per section 01550. The maximum allowable amount for Mobilization and De-MOBILIZATION IS 5%

SUPPLEMENTS TO THE 2020 LIGHTING SPECIFICATIONS

Modify the listed sections as follows:

SECTION 14050 – LIGHTING CONDUCTORS

PART 4 MEASUREMENT AND PAYMENT

Delete

(a) Furnish Conductor shall be measured and paid for on a linear foot basis.

(b) Install Conductor will be measured and paid for on a linear foot basis. Several conductors pulled into a single conduit at the shall be measured by the length of the pull rather than the total length of the conductors installed. Cost for pulling conductors shall include all connectors, splice enclosures, or other appurtenances required for making the electrical connections.

1. The cost of installing or replacing pull rope shall be incidental to the cost of pulling conductor.

Add

(a) Furnishing and installing all conductor(s) and/or cable(s) for streetlights is included in a single price paid per linear foot measured by the length of conduit installed. The Unit Price shall include the cost of all conductors, fittings, connections, slack, securing terminals and other incidentals necessary for the Work as detailed in the County Lighting Specifications.

1. The size, number and/or required slack length of the conductor(s) and/or cable(s) will not be assessed independently for payment.

2. The cost of installing or replacing pull rope shall be incidental to the cost of the conductor(s).

(b) THIS LINE INTENTIONALLY LEFT BLANK