II. ARLINGTON COUNTY DES ENGINEERING SPECIAL CONDITIONS

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PROJECT SUMMARY

This contract contains two Columbia Pike Multimodal Street Improvements Projects, Segment A and Segment F.

Segment A stretches approximately 900 LF between South Orme Street and South Oak Street. Segment F stretches approximately 3,700 LF between South Oakland Street and South Wakefield Street. These two projects will be constructed concurrently. These projects reconfigure the street section, which includes five lane street cross-section where applicable as a multimodal complete street featuring transit, environmental, and pedestrian facilities. The improvements include: installing wider sidewalks, enhanced pedestrian crossings, street lights, traffic signals, on-street parking, storm sewer, sanitary sewer and water infrastructure improvements, conversion of overhead utility to undergrounding, street trees, landscaping, and asphalt pavement.

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

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.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 site supervisor with at least 3 years of experience and 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 (4-36"x48"). Signs will be supplied by the County. Signs shall be picked-up by the Contractor at #4300 29th Street South, Arlington, Va. Sign posts and incidentals necessary for a complete installation of the signs shall be furnished by the Contractor. Signs shall be installed at least 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.1 NOTICE TO PROCEED

Delete Paragraph F.1 and replace with the following language:

The Contractor shall be given written Notice to Proceed with the Work for Segment A and for Segment F. 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.

Segment A

The County is in the process to acquire required license agreement from the parcel 2 and required easements from the parcel 186 within the limits of Segment A work. The anticipated time to obtain the license agreement and to record the easements may take up to 12 months after award. NTP will be provided to the contractor upon receipt of license agreement and recorded easements. Refer to Attachment K for easements acquired and pending for Segment A.

Segment F

The County is in the process to acquire required easements from the parcels 52, 54, 55, 56, 57, and 63 with the limits of Segment F work. Anticipated date to record the easements is April of 2023. Therefore, the Contractor shall start work in other Segment F area upon receipt of first Notice to Proceed (NTP) letter from the County Project Officer. Once above easements are recorded, the Project Officer will issue second NTP letter for the work to start in front and inside of the parcels 52, 54, 55, 56, 57. and 63. Refer the Attachment K for the area related to the second NTP letter.

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.

ARTICLE G- MEASUREMENT AND PAYMENT

SC-G.1 PAYMENTS TO CONTRACTOR

Add the following new language to Section G.1:

Payments will be based on actual quantities and site measurements of the approved work taken in the field by the County Project Officer using the Contract Unit Prices. Any Work that is not shown on the approved plans that has not been previously authorized in writing by the Project Officer shall be at the Contractor's expense, and at no cost to the County.

Delete Section G.1 and replace with the following language:

The County will make partial payments, 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.

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 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. Payments will be based on actual quantities and site measurements of the approved work taken in the field by the County Project Officer using the Contract Unit Prices. Any Work that is not shown on the approved plans that has not been previously authorized in writing by the Project Officer shall be at the Contractor's expense, and at no cost to the County.

No additional payment for any incidentals will be made unless specifically requested through, and authorized by, the County Project Officer prior to the work. Such determination of additional payment will be at the sole discretion of the County Project Officer, and will be based upon the determination that there exist exceptional conditions which will necessitate significant expenditures of material and/or labor above and beyond the typical installation conditions which could be anticipated in Arlington County.

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. <u>CONSTRUCTION STANDARDS</u>

All work shall conform to project plans and specifications along with the current edition of following County and VDOT construction standards and specifications:

- The Arlington County Department of Environmental Services (DES) Bike Parking Standards, a copy of which may be downloaded at no charge from the internet at: <u>https://info.arlingtontransportationpartners.com/arlington-county-bike-parkingstandards</u>
- The Arlington County Department of Environmental Services (DES) Construction Standards and Specifications, a copy of which may be downloaded at no charge from the internet at: <u>http://topics.arlingtonva.us/building/construction-standards-specifications/</u>
- The Arlington County Department of Environmental Services (DES) Traffic Signal Specifications, a copy of which may be downloaded at no charge from the internet at: <u>https://transportation.arlingtonva.us/traffic-signal-specification-updates/</u>
- The Arlington County Department of Environmental Services (DES) Streetlight Specifications, a copy of which may be downloaded at no charge from the internet at: <u>https://transportation.arlingtonva.us/streets/street-lights/lighting-standards-</u> <u>specifications-updates/</u>
- The Arlington County Department of Environmental Services (DES) Pavement Marking Specifications, a copy of which may be downloaded at no charge from the internet at: http://transportation.arlingtonva.us/streets/traffic-signals/
- The Arlington County Department of Parks and Recreation (DPR) Specifications, a copy of which may be downloaded at no charge from the internet at: <u>https://www.arlingtonva.us/Government/Departments/Parks-Recreation/About/Design-Standards</u>
- The Virginia Department of Transportation (VDOT) Road and Bridge Standards and Specifications, a copy of which may be downloaded at no charge from the internet at: <u>http://www.virginiadot.org/business/const/spec-default.asp</u>
- The Virginia Work Area Protection Manual (WAPM), a copy of which may be downloaded at no charge from the internet at: https://www.virginiadot.org/business/trafficeng-WZS.asp
- Manual on Uniform Traffic Control Devices(MUTCD), a copy of which may be downloaded at no charge from the internet at: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm

- The Arlington County Department of Environmental Services (DES) Dechlorination and Disposal Procedures, a copy of which may be downloaded at no charge from the internet at: <u>https://www.arlingtonva.us/Government/Programs/Water-Utilities/Discharging-</u> <u>Chlorinated-Water</u>
- The Supplementary Specifications listed within the Contract.

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. <u>PERMITS</u>

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

- County Land Disturbing Activities (LDA) permit
- County Public Right-Of-Way (PROW) permit
- County Transportation Right-Of-Way(TROW) permits
- VA DEQ Virginia Storm Water Management Program (VSMP) 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 Contractor shall transfer the County LDA 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. SPECIAL CONTRACTOR/SUBCONTRACTOR QUALIFICATIONS

The Contractor shall have three (3) years of experience conducting public works infrastructure and street improvement projects in an urban environment. The experience shall be work of similar size and scope, construction, re-construction, and maintenance.

The Contractor obtained project experience shall consist of the following:

- State and County streets
- Curbs and gutters
- Sidewalks and walkways
- Driveway aprons
- Storm sewer pipes and inlets
- Wet Utilities
- Dry Utilities undergrounding
- Pavement markings and signage
- Electrical conduits
- Traffic signals and Street lighting
- Streetscapes and related site work
- Retaining Walls

The Contractor shall provide a complete list of projects completed within the last five (5) years with reference contact information for each project for Bidder qualification verification. Failure to qualify according to the foregoing requirements will result in bid rejection by the Arlington County Purchasing Office. The County will randomly contact at least five (5) of the references provided.

4. 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.

5. 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.

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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.

6. 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.

7. 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.

8. SPECIAL TRAFFIC MAINTENANCE CONSIDERATIONS

All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. The Contractor shall maintain the use of appropriate vehicular and pedestrian controls across all roadways in frnt of the project and full conformance with all County and VDOT standards and safety requirements. The Contractor shall set up controls at the beginning of each work day and take down controls at the end of each work day, as applicable to each project, for the duration of the project. If indicated on the approved plans, or with approval of the Project Officer, the Contractor may be allowed to maintain controls overnight or for longer durations. Considerations that may allow the controls to remain overnight or for longer durations are that the roadway must allow for the safe passage of two-way traffic, and the provision of a safe accessible pedestrian route through the site. When the project includes a 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 and this work shall be at no cost to the County. Prior to any lane closures within the County Right-Of-Way, the County Project Officer must be notified (and acknowledge the notification) 72 hours in advance of any lane closure. 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.o

9. 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.

10. OTHER SPECIAL PROVISIONS

Applicable to Segment A and Segment F

- 10.1 Install piers or cradles per Arlington County Standard Drawing M-7.0 when minimum vertical clearances between utilities can not be met. This work shall be incidental to the corresponding item of work and no separate payment will be made.
- 10.2 Connections to existing and proposed storm and sanitary structures are considered incidental and no separate payment will be made.
- 10.3 The Contractor shall not disturb the existing bike share station. Remove and replace bollards as needed to facilitate construction activities. No separate payment will be made to the Contractor. If bollards are damaged, the Contractor is resquired to replace the damaged bollards with new ones at no cost to the county.

- 10.4 The cost for all proposed retaining walls, including concrete gravity walls and H-Pile grated walls, shall include Custom Rock Formliner, "Running Bond Stone Pattern #1106-R2", or approved equal. Formliner details are shown on the sheets A20.1 and F20.1. Should the Contractor elect to use an alternative retaining wall formliner, shop drawings and specifications for the alternate formliner shall be submitted to Arlington County for review and approval.
- 10.5 All new watermain and appurtenances shall be encased with polyethylene wrap. Encasement steps and details are shown on the Attachment E. The cost for this work shall be considered incidental to other items within the Contract and no separate payment will be made.
- 10.6 There is reinforced concrete pavement in some areas below the existing asphalt pavement. The removal of reinforced concrete pavement within the roadway shall be considered incidental to the Contract and therefore no separate payment shall be made.
- 10.7 All driveway entrances along Columbia Pike are commercial driveways and shall be kept open at all times. Therefore, High-Early-Strength-Concrete shall be used per VDOT Specificaiton 217 for the construction of new driveway entrances. The line item 02611-C2-00180 commercial driveway entrance shall include the cost for the High-Early-Strength-Concrete. Separate payment will not be made for using High-Early-Strength-Concrete.
- 10.8 The County has obtained temporary and permanent easements in order to perform the work covered under this contract. Attachment G describes the agreements reached with respect to each of the easements acquired. The contractor shall comply with the terms described in the easements during the course of the contract, and shall not proceed with any work that will cause the County to be in violation of these agreements.
- 10.9 The contractor is responsible for staging and storage of materials. No space will be provided by the County.
- 10.10 All appurtenances related to conduit work including but not limited to bends, tees, connectors, etc. shall be considered part of the linear foot price for conduit installed.
- 10.11 Dominion Energy specifications have been provided as Attachment C to the contract documents.

10.12 VERIZON UTILITY UNDERGROUNDING WORK:

Bidders or their subcontractors shall be pre-qualified by Verizon at the time of the bid submission. Bidders shall disclose in the space provided in the Bid Form if they are prequalified by Verizon or, if not prequalified by Verizon and intend to use a Verizon prequalified contractor as a subcontractor, need to identify that subcontractor in the space provided in the Bid Form. Failure to meet this requirement will result in rejection of the bid.

Potential bidders or sub-contractors may contact Verizon for any additional questions regarding their requirements.

Verizon Virginia, Inc. 4242 Duke Street Alexandria, VA 22304 Attn: Troy Kelly / Daniel Mickelson troy.kelly@verizon.com / daniel.h.mickelson@verizon.com

Company name	Contact Name	Contact's title	Telephone number	Contact's e-mail address.
AllState Sales Group, Inc	Patryk Mielnicki	соо	908-370-5254	pmielnicki@asginc.us
Danella Companies, Inc.	Robert Brust	Vice President	610-476-1407	bbrust@danella.com
Dynamic Concepts, Inc.	Gabrielle Alfonso	Dir. of Business Services	202-629-5523	<u>Galfonso@dcihq.com</u>
ElectriCom, LLC	Kate Ralston	Contract Admin Manager	(812) 203-3169	contracts@electricominc.com
Firebitt, LLC	Tommy R. Emmons, Director of OSP Construction & Engineering Jillian Denmark, Corporate <u>Management</u> 772-233-2389 and/or 800- 678-2648 jillian@firebitt.com	Director of OSP Construction & Engineering	336-706-1605	<u>temmons@firebitt.com</u>
The Fishel Company dba Team Fishel	Travis Walter	Area Manager	(571) 220-2531	tjwalter@teamfishel.com
General Asphalt Paving Company of Philadelphia	Austim Meehan III	President	215-677-2626	aameehan@johnmeehanandson.com
Hylan Datacom & Electrical LLC	Robert Bianco	Senior Vice President	(732) 946-6017	rbianco@hylangroup.com
Infrastructure Technology Services, Inc.	Diane Torrance	Director of Administration	919-792-3762	dmtorrance@its-nc.com
Meade, Inc.	Joe Liberatore	Project Manager	708-588-6028	jml@meade100.com

- 10.13 All work on Verizon Facilities shall be performed to Verizon's standards and specifications.
- 10.14 Dominion Energy Virginia, Verizon, Comcast and traffic conduits can be installed in the same trench but with a minimum of one (1) foot horizontal separation between the outer edges of each facility. In no instance shall utilities owned by different companies be encased in one concrete duct bank. Vertical crossings among utilities need to have at least one (1) foot separation, or use concrete pier, cradle or encasement.
- 10.15 As part of this project, Dominion Energy Virginia ("DEV"), Verizon, and Comcast will need to pull their cables and connect their facilities in the new duct banks to the existing facilities at the designated location so that the existing utility poles can be removed after undergrounding. The communication and coordination of work schedules during construction with the above mentioned utility companies and their contractors is the responsibility of the County's contractor.
- 10.16 The Contractor is expected to cooperate and coordinate work with Verizon, DEV, Washington Gas, Comcast, adjacent private developers, Arlington County, VDOT, and monitoring consultant during the project work. If work schedule conflict is identified, the contractor shall be responsible for coordinating, monitoring, scheduling work sequences and ensuring that identified conflict does not impact the overall capability to perform and complete work within the project duration.
- 10.17 The Contractor shall provide separate invoicing to the County for undergrounding work and the street improvement work if requested by the County.
- 10.18 A Subsurface Utility Engineering (SUE) survey was performed to locate the existing dry utility lines within the project sites and supplemented at various times during the design phase. The design assumed that the underground location was as surveyed. The contractor may find that the actual underground location is different and will need to adjust utility locations in order to complete the work. The Utility Offset detail provided within the plan set shall be used to adjust the utility's locations as needed to install the work. The cost of the offset work is incidental to the primary activity.
- 10.19 The Arlington County Fiber (ACF) line relocations shall be performed by an approved Arlington County Fiber Contractor. The list of pre-approved contractors is listed here. The Arlington County Fiber Program Manager shall be notified of all changes in ACF locations.

Company Name	Contact Name	Title	Telephone	Email
N-to-N Fiber, Inc.	Stephen M Noone	President	(703) 331-3884	smnoone@ntonfiber.com
Jones Utilities Construction, Inc.	Robert Jones	President	(540) 891-5545	rjones@jucinc.net
Southern Maryland Cable, Inc.	Dennis Madden	President	(410) 867-7577	dmadden@smcis.com

- 10.20 The portions of the project that have existing streetlights, either cobra-heads on poles or Carlyle style, shall remain energized during construction. If existing streetlights need to be de-energized, then temporary lights with similar luminous flux or better shall be provided by the Contractor. All design, permitting, construction of temporary lights, are the responsibility of the contractor and incidental to other work. Only under special circumstances approved by the Project Officer can lighting be taken out of service and not replaced. If the contractor is not able to comply with the above requirement, then a detailed plan of action shall be submitted to the Project Officer showing why the lighting cannot remain energized, or why the contractor's sequence of construction has necessitated this request, how the lack of lighting can be mitigated, and a schedule for the duration of the outage. The Project Officer will evaluate the proposed outage and respond to the Contractor within 4 weeks after the receipt of such submission.
- 10.21 Relocation of existing traffic signal power and communications conduits may be required to complete the proposed improvements. The contractor shall notify Arlington County Traffic at least one (1) week prior to relocating or offsetting of any existing traffic conduit. If traffic conduit is encountered unexpectedly, the contractor shall stop work and notify the Project Officer immediately. If Arlington County Fiber communication lines are encountered and required an offset, this work shall be performed by an Arlington County Fiber Contractor. Refer to a list of approved Arlington County Fiber Contractors.

Applicable to Segment F

- 10.22 If the metal fence located on Parcel 106 is disturbed or damaged, the contractor is required to replace with a new fence in kind including all material, equipment and labor completed in place., This work will be paid under item # 05500-C11-SP100.
- 10.23 Retaining Wall 2F shown on the sheet F20.3 shall be H-Pile wall. The Contractor shall submit plans and calculations to the County for approval prior to start the wall construction. This wall shall be designed and sealed by a Professional Engineer

registered in the Common Wealth of Virginia. The cost for this work shall include design, demolition, furnish and installation of complete H-Pile wall.

- 10.24 The Contractor shall construct Barcroft Apartments Monument Sign and Planter in accordance with details shown on the sheet F14.6. The Contractor shall install the original sign cabinet. The cost for this work shall include all labor, tools, equipment and materials necessary to complete sign installation and construct planter area. Contractor shall remove and store existing sign cabinet safely and re-install it to complete the restoration at Barcroft Apartments property. Any damage to the sign cabinet shall be repaired or replaced in kind without any additional cost to Arlington County.
- 10.25 The Contractor shall furnish and install 8' wide free-standing bench as per details shown on the plan. The contractor shall submit the shop drawings and get approval from the Project Officer prior to the installation. The cost for this work shall include complete furnish and installation.
- 10.26 Relocation of the existing Rectangular Rapid Flashing Beacon (RRFB) Assembly is part of the Traffic Signal Work item in this contract. No separate payment will be made. This work shall include all labor, tools, equipment, hardware and materials necessary to complete relocation of the existing RRFB. Work shall include but not limited to removal of existing pole foundation, installation of new pedestrian pole foundation, relocation and reconnection of existing the RRFB assembly and verification that the RRFB is in working order after relocation. Any damage to the existing RRFB assembly shall be repaired or replaced in kind without any additional cost to Arlington County.
- 10.27 Relocation and Installation of the Existing Red Light Camera Pole, Devices And Equipment. This work is part of the Traffic Signal Work item in this contract. No separate payment will be made. This work shall include all labor, tools, equipment, hardware and materials necessary to complete relocation of existing Red Light Camera. Work shall include but not limited to removal of existing pole foundation, installation of new pole foundation, relocation and reconnection of existing the Red Light Camera assembly and verification that the Camera is in working order after relocation. Any damage to the existing Red Light Camera assembly shall be repaired or replaced in kind without any additional cost to Arlington County.

SUPPLEMENTS TO THE DES CONSTRUCTION STANDARDS AND SPECIFICATIONS

SECTION 01500 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 3 - EXECUTION

PARAGRAPH 3.1 Installation and Maintenance of Erosion and Sediment Controls

Delete

3.1.E The Contractor shall conduct dewatering operations in a manner to prevent sediment or other pollutants from discharging to the County's storm drain system, which includes the curb and gutter, or any surface water. Dewatering operations shall not create any erosion or flooding. Dewatering discharges that contain chemicals, hydrocarbons, or sewage shall not be discharged to the storm drain system. Any discharge from dewatering operations shall be properly filtered prior to being discharged. A dewatering plan with sufficient detail to ensure the proposed dewatering shall comply with applicable regulations must be included as part of the erosion and sediment control plan.

Add

3.1.E The Contractor shall conduct dewatering operations in a manner to prevent sediment or other pollutants from discharging to the County's storm drain system, which includes the curb and gutter, or any surface water. Dewatering operations shall not create any erosion or flooding. Dewatering discharges that contain chemicals, hydrocarbons, or sewage shall not be discharged to the storm drain system. Any discharge from dewatering operations shall be properly filtered prior to being discharged. A dewatering plan with sufficient detail to ensure the proposed dewatering shall comply with applicable regulations shall be prepared by the Contractor.

SECTION 02200 - EARTHWORK

PART 3 - EXECUTION

PARAGRAPH 3.5 Dewatering

Delete

3.5.C The Contractor shall conduct dewatering operations in a manner to prevent sediment or other pollutants from discharging to the County's storm drain system, which includes the curb and gutter, or any surface water. Dewatering operations shall not create any erosion or flooding. Dewatering discharges that contain chemicals, hydrocarbons, or sewage shall not be discharged to the storm drain system. A dewatering plan with sufficient detail to ensure the proposed dewatering shall comply with applicable regulations must be included as part of the erosion and sediment control plan.

Add

3.5.C The Contractor shall conduct dewatering operations in a manner to prevent sediment or other pollutants from discharging to the County's storm drain system, which

includes the curb and gutter, or any surface water. Dewatering operations shall not create any erosion or flooding. Dewatering discharges that contain chemicals, hydrocarbons, or sewage shall not be discharged to the storm drain system. Any discharge from dewatering operations shall be properly filtered prior to being discharged. A dewatering plan with sufficient detail to ensure the proposed dewatering shall comply with applicable regulations shall be prepared by the Contractor.

SECTION 02500 - GRAVITY SEWERS AND APPURTENANCES

PART 4 – MEASUREMENT AND PAYMENT

PARAGRAPH 4.1 Sewer

Delete

4.1.A Sewer pipe for the various materials, classes, and sizes shown on the plans shall be measured in linear feet along the center line of the pipe and shall be measured from inside wall of structure to inside wall of structures. Payment shall include the furnishing of all pipe and fittings, all necessary tests, excavation, removal and disposal of existing pipes, removal and disposal of unsuitable or surplus material, placement of bedding and backfill as shown in Standard M-3.0, restoration of roadways as shown in Standard M-6.1, all other restoration, and all other work required to providing a complete sewer installation in compliance with the Construction Documents.

Add

4.1.A Sewer pipe for the various materials, classes, and sizes shown on the plans shall be measured in linear feet along the center line of the pipe and shall be measured from inside wall of structure to inside wall of structures. Payment shall include the furnishing of all pipe and fittings, all necessary tests, excavation, abandonment and/or removal and disposal of existing pipes, removal and disposal of unsuitable or surplus material, placement of bedding and backfill as shown in Standard M-3.0, restoration of roadways as shown in Standard M-6.1, all other restoration, and all other work required to providing a complete sewer installation in compliance with the Construction Documents.

SECTION 02600 - BITUMINOUS ROADWAY PAVEMENTS

PART 4 – MEASUREMENT AND PAYMENT

Delete

4.2 Subbase shall be measured to the width and depths shown on the approved plans as verified in the field by the Project Officer or his designee. Payment shall be in cubic yards of material.

Add

4.2 Subbase shall be measured to the width and depths shown on the approved plans as verified in the field by the Project Officer or his designee. Payment shall be in cubic yards of material and shall include demolition, excavation, and the necessary preparation of the sub grade surface.

SECTION 02900 - PAVEMENT MARKINGS

PART 3 - EXECUTION

PARAGRAPH 3.2 Provision for Temporary Markings

Add

B. All Type D pavement markings shall conform to the latest VDOT requirements.

PART 4 - MEASUREMENT AND PAYMENT

PARAGRAPH 4.4 Removal/Eradication of Existing Pavement Markings

Delete

A. Payment for pavement line markings (type, class, width) removal and/or eradication shall be paid by actual work performed as listed in the contract and shall include all labor, materials, tools, equipment, transportation, supplies, and incidentals required to remove and/or eradicate the line markings as specified.

Add

A. Payment for pavement line markings (type, class, width) removal and/or eradication shall be incidental to the work and no separate payment shall be made.

Add

PARAGRAPH 4.5 Pavement Message Marking

A. Measurement of pavement message markings (type, class, size) shall be in units of each furnished and installed.

B. Payment for pavement message markings (type, class, size) shall be in units of each and shall include all labor, materials, tools, equipment, transportation, supplies, and incidentals required to furnish and install the message markings as specified.

SECTION 329100 - PLANTING PREPARATION

PART 4 - MEASUREMENT AND PAYMENT

Add

4.10 The measurement of CONTINUOUS SOIL PANEL to be paid for shall be per CUBIC YARD of the amended soil in accordance with the plans, specifications and to the satisfaction of the Project Officer.

4.11 The unit price for CONTINUOUS SOIL PANEL shall include the cost of furnishing all labor, materials, equipment and incidental expenses, including but not limited to imported topsoil, vapor barrier, 4" UD-4 underdrain (per VDOT specification), bedding material per Continuous Soil Panel and Tree Pit Drainage Details, and connection to storm sewer system.

Modify the listed sections as follows:

SECTION 02505 - STORM SEWERS AND APPURTENANCES

PART 4 - MEASUREMENT AND PAYMENT

Add

- C. Remove Existing Drop Inlet Structure
 - 1. Payment shall include demolition, excavation, dewatering, sheeting, shoring, removing and disposing of designated items, removal and disposal of surplus and unsuitable material, backfilling, restoration of the disturbed areas and all labor, tools, equipment and materials necessary to complete the work.
- D. Remove Existing Storm Sewer Manhole
 - 1. Payment shall include demolition, excavation, dewatering, sheeting, shoring, removing and disposing of designated items, removal and disposal of surplus and unsuitable material, backfilling, restoration of the disturbed areas and all labor, tools, equipment and materials necessary to complete the work.

Modify the listed sections as follows:

SECTION 02510 - SANITARY SEWERS AND APPURTENANCES

PART 4 - MEASUREMENT AND PAYMENT

Add

- 4.4 Remove Existing Sanitary Manhole
 - Payment shall include demolition, excavation, dewatering, sheeting, shoring, removing and disposing of designated items, removal and disposal of surplus and unsuitable material, backfilling, restoration of the disturbed areas and all labor, tools, equipment and materials necessary to complete the work.
- 4.5 Abandon Existing Sanitary Sewer (All sizes and depths)
 - Payment shall include demolition, excavation, dewatering, sheeting, shoring, removing and disposing of designated items, removal and disposal of surplus and unsuitable material, backfilling, restoration of the disturbed areas and all labor, tools, equipment and materials necessary to complete the work.
- 4.6 Connect to Existing Sanitary Manhole
 - 1. Payment shall include demolition, excavation, dewatering, sheeting, shoring, removing and disposing of designated items, removal and disposal of surplus and unsuitable material, backfilling, restoration of the disturbed areas and all labor,

tools, equipment and materials necessary to complete the work. Channel shaping shall be considered incidental to the work.

SECTION 02870 - BICYCLE RACKS

PART 1 - GENERAL

Add

1.4 Submittal The contractor shall submit the shop drawings and get approval from the Project Officer prior to the installation.

PART 4 - MEASUREMENT AND PAYMENT

Remove

4.1 When applicable, Measurement shall be lump sum. Payment shall include all demolition, excavation, restoration, compaction, furnishing of equipment and materials, providing for the installation of the bicycle rack.

Add

4.1 Measurement shall be each. Payment shall include all demolition, excavation, restoration, compaction, furnishing of equipment and materials, providing for the installation of the bicycle rack.per detail R-8.2 & R-8.3 as shown on the plans.

Add the following Section

SECTION 06110 - DETECTABLE WARNING SURFACE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

 Provide all labor, material and equipment to provide ADA compliance detectable warning surface (also referred to a tactile waring strip) as called for on the drawings.

1.2 PROTECTION OF PROPERTY

A. Protect adjacent work from damage.

PART 2 - MATERIALS

A. Provide Cast-in Place or Surface Applied detectable warning surface as manufactured by Armor-Tile, Williamsville, NY or approved equal.

PART 3 - EXECUTION

3.1 DETECTABLE WARNING SURFACE

- A. Provide ADA compliant, 24" wide, detectable warning surface to the locations and color shown on the drawings.
- B. Install in accordance with manufacturer's instructions.

PART 4 - MEASUREMENT AND PAYMENT

Detectable Warning Surface will be measured in square yards and paid for at the contract unit price per square yard. This price shall be full compensation for furnishing and installing approved truncated dome finished materials including but not limited to integral visual contrast, dowels or other anchorage devices.

SECTION 02619 - PERMANENT SIGNS

PART 4 - MEASUREMENT AND PAYMENT

Add

- 4.3 Furnish and Install Dynamic Message Sign Assembly, Cabinet, Junction Boxes and Conduits
 - A. Furnish and Install Dynamic Message Sign as shown and specified on the Drawings which shall be measured in the unit of Lump Sum, complete in place. Payment shall include all labor, tools, equipment, and materials necessary to complete the work at the contract unit price per Lump Sum. Work shall include but not limited to the removal and disposal of the existing dynamic message sign, mast arm, pole and concrete foundation (to the depth of 5'), design and installation of new pole and foundation, attachment of dynamic message sign, installation of cabinet, junction boxes, power meter, conduits, all cables and bollards. The foundation for the new dynamic message sign shall be designed and sealed by a Professional Engineer registered in the Common Wealth of Virginia.

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

SECTION 14080 - LIGHTING CONDUCTORS

PART 5 - MEASUREMENT AND PAYMENT

Add

(u) Relocate Existing Streetlight Pole, Luminaire Arm and Light Fixture. Payment shall include all labor, tools, equipment, hardware and materials necessary to complete relocation of existing streetlight pole and fixtures. Work shall include but not limited to removal of existing pole foundation, installation of new streetlight pole foundation, relocation and reconnection of existing streetlight pole, luminaire arm, and light fixture. Any damage to the existing pole or fixtures shall be repaired or replaced in kind without any additional cost to Arlington County.