



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

CONTRACT AWARD COVERPAGE

TO: Fort Myer Construction Corporation 237 33 rd Street, Northeast Washington, DC 20018	DATE ISSUED: December 11, 2021
	CONTRACT NO: 22-DES-ITB-447
	CONTRACT TITLE: On-call Bridge & Culvert Maintenance and Repair Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DES-ITB-447 including any attachments or amendments thereto.

EFFECTIVE DATE: February 1, 2022
EXPIRES: January 31, 2023
RENEWALS: Four (4) 1-year Renewals Remaining
COMMODITY CODE(S): 91366
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 22-DES-ITB-447

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Jose Rodriguez, President **VENDOR TEL. NO.:** (202) 636-9535
EMAIL ADDRESS: fortmyer@fortmyer.com

COUNTY CONTACT: Ali Foroughi, DES - Engineering **COUNTY TEL. NO.:** (703) 228-3637
COUNTY CONTACT EMAIL: aforoughi@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Tomeka D. Price Title Procurement Officer Date 12/27/2021



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

AGREEMENT NO. 22-DES-ITB-447

THIS AGREEMENT is made, on 12/27/2021, between Fort Myer Construction Corporation, 2237 33rd Street, Northeast, Washington, District of Columbia 20018 ("Contractor") a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement No. 22-DES-ITB-447, and all modifications properly incorporated into the Agreement
- Exhibit A – DES General Conditions, Special Conditions, and Supplementary Specifications
- Exhibit B – No Plan Assembly For Bridge Maintenance and Repair
- Exhibit C – Price Bid of Contractor
- Arlington County Invitation to Bid No. 22-DES-ITB-447 is hereby incorporated by reference

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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

2. SCOPE OF WORK

The Contractor will furnish all labor, materials, and equipment for on-call bridge and culvert maintenance and repair services (the "Project") and all other work shown, described, and required by the Contract Documents (hereinafter "the Work").

The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer of designee, unless the Contractor is otherwise notified in writing.

4. CONTRACT TERM

The term of this Agreement will commence on February 1, 2022 and shall be completed no later than January 31, 2023 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon completion of the Initial Term, County and Contractor may agree, through bilateral execution of a Notice of Renewal, continued operations of the Contractor for not more than four (4) additional twelve (12) month periods from February 1, 2023 to January 31, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. TIME FOR COMPLETION

County will assign work under this contract through issuance of Task Orders. Prior to each Task Order being issued, County and Contractor will discuss the scope of the Task Order and determine a mutually agreeable Final Completion date for that Task Order. Project Officer will indicate such date in the Notice to Proceed. Contractor shall complete each Task Order by the Final Completion date. Work will not reach Final Completion until it meets the requirements set forth in the General Conditions. Completion will be determined by the inspection and acceptance of the Work by the Project Officer. Unless otherwise provided, no claims for early completion are allowed.

6. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Progress Payments and Retainage and Payment Terms sections below and at the prices shown in Exhibit C, but not more than \$2,701,130.05 for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contractor.

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2023 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

8. PROGRESS PAYMENTS AND RETAINAGE

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer. However, 5% of each progress payment will be retained by the County until Final Completion and acceptance of all Work covered by the Agreement.

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

When calculating payment for materials on-site, the County shall not pay for materials which are not scheduled for incorporation into the Work within sixty (60) days from the date of application for payment.

9. PAYMENT TERMS

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

10. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

11. RELEASE AND REQUEST FOR FINAL PAYMENT

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

12. LIQUIDATED DAMAGES

Time is of the essence under this Contract. Each Task Order must be completed within the Time for Completion. The County and the Contractor agree that damages for failure to achieve Final Completion of a Task by the date specified under Time for Completion are not susceptible to exact determination but that \$1,525.00 per calendar day is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages \$1,525.00 per day for each and every day beyond the time for Final Completion that the County determines Final Completion of a Task has not achieved.

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

13. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever occurs first.

14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

15. COUNTY PURCHASE ORDER REQUIREMENT

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

16. LIEN

It is expressly agreed that after any payment has been made by the County either to the Contractor for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor, or for the Contractor, which is to be used in the performance of the Contract.

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

20. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's

sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

21. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

22. PROJECT STAFF

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

23. FAILURE TO DELIVER

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

24. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided by the Contractor, is unsatisfactory to the County the Contractor must, upon notice from the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. If the Contractor fails to do so after fifteen (15) days the County shall have the right to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor and offset the expense and administrative costs against any sums owed to the Contractor. This provision applies during the Contract term and during any warranty or guarantee period. At the Project Officer's discretion, rather than correction or replacement of the work, an appropriate adjustment to the Contract Amount may be made.

25. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to

Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

26. INDEMNIFICATION

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

27. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

28. COPYRIGHT

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

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

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

29. OWNERSHIP AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

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

30. CONFIDENTIAL INFORMATION

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

31. ETHICS IN PUBLIC CONTRACTING

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

services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

32. COUNTY EMPLOYEES

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

33. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

34. AUTHORITY TO TRANSACT BUSINESS

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

35. RELATION TO THE COUNTY

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

36. ANTITRUST

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

37. REPORT STANDARDS

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

38. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the

Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

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

39. ASSIGNMENT

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

40. AMENDMENTS

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

41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

42. DISPUTE RESOLUTION

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

43. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

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

44. ARBITRATION

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

45. NONEXCLUSIVITY OF REMEDIES

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

46. NO WAIVER

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

47. SEVERABILITY

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

48. ATTORNEY'S FEES

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

49. SURVIVAL OF TERMS

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

50. HEADINGS

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

51. AMBIGUITIES

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

52. NOTICES

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

TO THE CONTRACTOR:

Jose Rodriguez, President
Fort Myer Construction Corporation
237 33rd Street, Northeast
Washington, District of Columbia 20018
Email: FortMyer@FortMyer.com
Phone: (202) 636-9535

TO THE COUNTY:

Ali Foroughi, Project Officer
DES - Engineering
2100 Clarendon Boulevard, Suite 813
Arlington, Virginia 22201
Phone: (703) 228-3637
Email: aforoughi@arlingtonva.us

AND

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

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

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

53. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

54. INSURANCE, PAYMENT AND PERFORMANCE BONDS

The Contractor shall maintain the required insurance coverage and payment and performance bonds as set forth in the Invitation to Bid through completion of the Contract, including all warranty and guarantee periods.

55. MATERIAL CHANGES

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

FORT MYER CONSTRUCTION CORPORATION

AUTHORIZED DocuSigned by:
SIGNATURE: Dr. Sharon T. Lewis
89B86B1AD301462...

AUTHORIZED DocuSigned by:
SIGNATURE: Christopher M. Kerns
084B6C9E6C054C9...

NAME: DR. SHARON T. LEWIS

NAME: Christopher M. Kerns

TITLE: PURCHASING AGENT

TITLE: Vice Pres. & Sr.Gen. Counsel

DATE: 12/27/2021

DATE: 12/22/2021

EXHIBIT A
DES CONSTRUCTION GENERAL CONDITIONS

TABLE OF CONTENTS

A. INTRODUCTION TO TERMS	17
B. DRAWINGS, SPECIFICATIONS, RELATED DATA AND RECORDS KEEPING	20
1. INTENT OF THE DRAWINGS AND SPECIFICATIONS	20
2. DISCREPANCIES AND ERRORS	20
3. DIFFERING SITE CONDITIONS	21
4. COPIES FURNISHED	21
5. USE OF CADD FILES	21
6. DOCUMENTS ON THE JOBSITE	21
7. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS	22
8. SUBMITTALS	22
9. SAMPLES	23
10. TESTS	23
11. MATERIALS AND EQUIPMENT LIST	24
12. STANDARDS, SUBSTITUTIONS	24
13. SURVEYS AND CONTROLS	24
14. AS-BUILT DRAWINGS	25
15. WEB BASED RECORDS DOCUMENTATION	25
C. COUNTY, COUNTY PROJECT OFFICER, AND CONTRACTOR RELATIONS	25
1. STATUS OF COUNTY PROJECT OFFICER OR DESIGNEE	25
2. LIMITATION ON COUNTY’S RESPONSIBILITIES	26
3. DISPUTES	26
4. INSPECTION OF WORK	26
5. INSPECTION OF MATERIALS	26
6. EXAMINATION OF COMPLETED WORK	26
7. RIGHT TO SUSPEND WORK	27
8. RIGHT TO CARRY OUT THE WORK	27
9. CONTRACTOR MANAGEMENT PERSONNEL	27
10. DRUG-FREE POLICY	28
11. LANDS BY COUNTY	28
12. LANDS BY CONTRACTOR	28
13. PROTECTION OF WORK AND PROPERTY	28
14. SEPARATE CONTRACTS	30
15. SUBCONTRACTS	30
16. ELIMINATED ITEMS	31
17. COUNTY ORDINANCES	31
D. MATERIALS AND WORKMANSHIP	31
1. MATERIALS FURNISHED BY THE CONTRACTOR	31
2. IBC AND VUSBC REQUIREMENTS	31
3. ADA COMPLIANCE	32
4. MANUFACTURER'S DIRECTIONS	32
5. WARRANTY	32
6. INSPECTION AND ACCEPTANCE OF MATERIALS	33
7. CONTRACTOR'S TITLE TO MATERIALS	33
8. TITLE TO MATERIALS AND WORK COVERED BY PARTIAL PAYMENTS	33
9. CONNECTING WORK	33

10. REJECTED WORK AND MATERIALS	34
11. PROHIBITION AGAINST ASBESTOS CONTAINING MATERIALS	34
E. LEGAL RESPONSIBILITY AND PUBLIC SAFETY	35
1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	35
2. PUBLIC CONVENIENCE	36
3. SAFETY AND ACCIDENT PREVENTION	36
4. HAZARDOUS MATERIALS	37
5. HAZARDOUS WASTE	37
6. ASBESTOS	38
7. CROSSING UTILITIES	38
8. OVERHEAD HIGH VOLTAGE LINES SAFETY ACT	38
9. SANITARY PROVISIONS	39
10. SITE CLEAN-UP AND WASTE DISPOSAL	39
11. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	39
F. PROGRESS AND COMPLETION OF THE WORK	40
1. NOTICE TO PROCEED	40
2. TIME FOR COMPLETION	40
3. SCHEDULE OF COMPLETION	40
4. CONDITIONS FOR COMPLETION	40
5. USE OF COMPLETED PORTIONS	41
G. MEASUREMENT AND PAYMENT	41
1. PAYMENTS TO CONTRACTOR	41
5. PAYMENT FOR STORED MATERIALS	42
3. PAYMENTS WITHHELD	42
4. COUNTY ORDERED CHANGES IN WORK	42
5. FORCE ACCOUNT WORK	45
6. CLAIMS FOR EXTRA COST	49
7. DAMAGES FOR DELAY; EXTENSION OF TIME OTHER THAN FOR WEATHER	49
8. TIME EXTENSIONS FOR WEATHER	51
9. RELEASE OF LIENS	52
10. FINAL PAYMENT	52
RELEASE AND REQUEST FOR FINAL PAYMENT	53

A. INTRODUCTION TO TERMS

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

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

completed within the time specified for Final Completion after Substantial Completion has been achieved.

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

- 32) The term "Work" shall mean the services performed under this Contract including, but not limited to, furnishing labor, and furnishing and installing materials and equipment required to complete the Project specified in the Contract Documents.

B. DRAWINGS, SPECIFICATIONS, RELATED DATA AND RECORDS KEEPING

1. INTENT OF THE DRAWINGS AND SPECIFICATIONS

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

2. DISCREPANCIES AND ERRORS

If the Contractor discovers any discrepancies between the Drawings and Specifications and the site conditions or any errors or omissions in the Drawings or Specifications, the Contractor shall at once, but in no event later than three calendar days after discovery of the discrepancy or error, report them in writing to the Project Officer or designee. If the Contractor proceeds with any work that may be affected by such discrepancies, errors, or omissions, after their discovery, but before a clarification is provided, such work shall be at the Contractor's risk and expense.

Issues affecting critical path activities shall be made known to the Project Officer or designee within one business day after discovery.

3. DIFFERING SITE CONDITIONS

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

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

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

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

4. COPIES FURNISHED

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

5. USE OF CADD FILES

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

6. DOCUMENTS ON THE JOBSITE

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

7. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

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

8. SUBMITTALS

- a. The term "submittals", as used herein, shall include fabrications, erection and setting drawings, manufacturers' standard drawings, schedules, descriptive literature, catalogs, brochures, performance, and test data, wiring and control diagrams, and other descriptive data pertaining to the materials and equipment as required to demonstrate compliance with the Contract requirements.
- b. Unless other specified in the Specifications the Contractor shall submit for the review of the Project Officer or designee a listing of all submittals required by the Specifications or requested by the Project Officer or designee within fifteen (15) calendar days after receipt of the Notice to Proceed. This listing shall include due dates for each required submittal, coordinated with the project schedule such that adequate time is allotted for review and potential resubmittals, fabrication, and delivery without causing delay. The Contractor bears all risk for delay associated with submittals not received in a timely manner.
- c. Submittals shall be submitted in such number of copies as established in the Specifications. Each submission shall be accompanied by a letter of transmittal, listing the contents of the submission, and identifying each item by reference to specification section or drawing. All submittals shall be clearly labeled with the name of the project and such information as may be necessary to enable their complete review by the Project Officer or designee. Catalog plates and other similar material that cannot be so labeled conveniently shall be bound in suitable covers bearing the identifying data.
- d. Submittals shall be accompanied by all required certifications and other such supporting material and shall be submitted in sequence or groups that all related items can be checked together. When submittals cannot be checked because a submission is not complete, or because submittals on related items have not been received by the Project Officer or designee, then such submittals will be returned without action or will be held, not checked, until the missing material is received. Incomplete or defective submittals shall not be considered to have been submitted. Failure to deliver submittals within the specified time will not be grounds for additional time or compensation.
- e. Submittals shall have been reviewed by the Contractor and coordinated with all other related or affected work before they are submitted for review and acceptance and shall bear the Contractor's certification that the Contractor has checked and approved them as complying with all relevant information in the Contract Documents. Submittals submitted without such certification and coordination will be returned to the Contractor without action and will not be considered as a formal submission.
- f. If shop drawings show variations from the Drawings and Specifications because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in the Contractor's letter of transmittal in order that, if acceptable, suitable

action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Drawings and Specifications even though shop drawings have been accepted.

- g. The Project Officer or designee shall review the shop drawings with reasonable promptness. Review and/or acceptance of shop drawings will be general for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Acceptance shall not be construed as permitting any departure from Contract requirements, as authorization of any increase in price nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist. Review is not intended to relieve the contractor of full responsibility for the accuracy and completeness of the plans and calculations, or for the complete compliance with the contract documents. Contractor is solely responsible for the means and methods of the construction, including temporary items proposed for use.

9. SAMPLES

The Contractor shall submit to the Project Officer or designee, all samples required by the Specifications or requested by the Project Officer or designee. Samples shall be submitted in single units only, unless the Contractor desires additional units for the Contractor's own use. Each sample shall bear a label indicating what the material represented, the name of the producer and the title of the Project. Acceptance of a sample shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and only for the characteristics or use named in such acceptance. Such acceptance shall not be construed to change or modify any Contract requirements or the Contract Price. Materials and equipment incorporated in the Work shall match the accepted samples. The Contractor shall be responsible for researching the availability of the specified product in the dimensions and colors specified at no additional cost to the County. Failure of the Contractor to identify specified products that are not commercially produced within the time required for submittal transmittal in order to meet the project schedule shall not be entitled to additional time or compensation.

10. TESTS

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

11. MATERIALS AND EQUIPMENT LIST

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

12. STANDARDS, SUBSTITUTIONS

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

13. SURVEYS AND CONTROLS

Unless otherwise specified, the Contractor shall establish all baselines for the location of the principal component parts of the Work, establish a suitable number of benchmarks adjacent to the Work, and develop all detail surveys necessary for construction by a professional land

surveyor licensed in the Commonwealth of Virginia. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in the case of destruction thereof by the Contractor or due to the Contractor's negligence or the negligence of any subcontractor or supplier, the Contractor shall be responsible for expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such benchmarks, reference points and stakes. The Contractor shall within 30 days of NTP perform a full site survey to verify all control points shown on the drawings against existing conditions within the site limits. Any discrepancies found during this effort shall be made known immediately to the Project Officer. Failure to perform this survey and provide proof and acceptance of Project datum, control points, and existing benchmarks will not give rise to any extensions to contract time or amount. The cost of all necessary surveying services shall be considered incidental to the work and, unless otherwise specified, shall be included in the cost of the Work.

14. AS-BUILT DRAWINGS

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

15. WEB BASED RECORDS DOCUMENTATION

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

C. COUNTY, COUNTY PROJECT OFFICER, AND CONTRACTOR RELATIONS

1. STATUS OF COUNTY PROJECT OFFICER OR DESIGNEE

The Project Officer or designee shall be the County's representative during the construction period. All Contractor instructions or requests shall be issued from or submitted through the Project Officer or designee. The Project Officer or designee shall have authority to suspend the Work whenever such suspension may be necessary in the responsible opinion of the Project Officer or designee to ensure the proper execution of the Contract. The Project Officer or

designee shall also have authority to reject all work and materials that do not conform to the Contract and to decide questions that arise in the execution of the Work. The County Project Officer or designee will, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

2. LIMITATION ON COUNTY'S RESPONSIBILITIES

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

3. DISPUTES

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

4. INSPECTION OF WORK

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

5. INSPECTION OF MATERIALS

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

6. EXAMINATION OF COMPLETED WORK

If the Project Officer or designee requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished work as may be directed. After

examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, then the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work but should the work so exposed or examined prove unacceptable, then the uncovering, removing, and replacing shall be at the Contractor's expense.

7. RIGHT TO SUSPEND WORK

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

8. RIGHT TO CARRY OUT THE WORK

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

9. CONTRACTOR MANAGEMENT PERSONNEL

The Contractor shall keep a competent superintendent and any necessary assistants on the Site at all times during progress of the Work and such persons shall be satisfactory to the Project Officer or designee. The superintendent or project manager shall not be changed except with the Project Officer or designee's consent. If the Project Officer determines that the superintendent or project manager is no longer satisfactory, then the superintendent or project manager must be replaced within 15 days of the Project Officer's written notice with a replacement superintendent or project manager with equal or superior qualifications and subject to Project Officer approval.

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

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

10. DRUG-FREE POLICY

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

11. LANDS BY COUNTY

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

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

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

12. LANDS BY CONTRACTOR

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

13. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall continuously maintain and protect all of its Work from damage and shall protect the County's property from damage or loss arising in connection with this Contract until Substantial Completion. After Substantial Completion, the maintenance or

protection of any incomplete or remedial Work identified on the punch list that requires maintenance or protection in order to allow for the final completion and acceptance of such Work shall be the responsibility of the Contractor until Final Completion. The Contractor shall make good any such damage or loss, except such as may be caused by agents or employees of the County. Failure to adequately protect the Work shall not be grounds for additional compensation for any maintenance and/or repairs to such Work.

- b. The Contractor shall not place upon the Work, or any part thereof, any loads which are not consistent with the design strength of that portion of the Work.
- c. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution to prevent damage to pipes, conduits and other underground structures, curbs, pavements, etc., except those to be removed or abandoned in place and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. Any damage which occurs by reason of the operations under this Contract, whether shown or not on the approved construction plans, shall be completely repaired or replaced to the County's satisfaction by the Contractor at the Contractor's expense. The Contractor shall be responsible for all damages caused by their construction activities.
- d. Prior to commencing construction activity at the Site, the Contractor shall videotape the Site and an additional fifty (50) feet outside the perimeter of the Site. Contractor shall submit a copy of high-resolution digital recording on a DVD or flash drive to the County. The recording shall be stable, continuous, and contain all items within the limits of Work. Submission of the DVD to the County shall be a condition precedent to any obligation of the County to consider an Application for Payment. The DVD shall be the property of the County, and the County shall be permitted to reproduce such DVD's and use the same for any purpose without limitation or claim of ownership or compensation from any party. Contractor shall incorporate the cost of the preconstruction survey in the bid amount or the unit prices of the bid items, as applicable. No additional payment will be made by the County.
- e. The Contractor shall shore, brace, underpin, secure, and protect, as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site that may be affected in any way by excavations or other operations connected with the work required under this Contract. The Contractor shall be responsible for giving any and all required notices to owners or occupants of any adjoining or adjacent property or other relevant parties before commencement of any work. Contractor shall provide all engineering (signed and sealed) for items listed in this section per the Specifications. The Contractor shall indemnify and hold the County harmless from any damages on account of settlements or loss of all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- f. In an emergency affecting the safety of life or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the Project Officer or

designee, or the County, is hereby permitted to act, at the Contractor's discretion, to prevent such threatened loss or injury, and the Contractor shall so act without appeal, if so instructed or authorized.

- g. The Contractor shall contact "Miss Utility" at 811 for marking the locations of existing underground utilities (i.e., Water, sewer, gas, telephone, electric, and cable tv) at least 72 hours prior to any excavation or construction. The Contractor is required to identify and protect all other utility lines found in the work site area belonging to other owners that are not members of "Miss Utility". Private water and/or sewer laterals will not be marked by "Miss Utility" or the County. The Contractor shall locate and protect these services during construction.

14. SEPARATE CONTRACTS

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

15. SUBCONTRACTS

- a. Unless otherwise specified, the Contractor shall, within fifteen (15) calendar days after the execution of the Contract by the County, provide to the Project Officer or designee, in writing, the names of all subcontractors proposed for the principal parts of the Work and for such others as requested by the Project Officer or designee, and shall not employ any subcontractors that the Project Officer or designee may object to as incompetent or unfit after an appropriate determination of the subcontractor's ability. No proposed subcontractor will be disapproved except for cause.

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

16. ELIMINATED ITEMS

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

17. COUNTY ORDINANCES

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

D. MATERIALS AND WORKMANSHIP

1. MATERIALS FURNISHED BY THE CONTRACTOR

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

2. IBC AND VUSBC REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all current International Building Code (IBC) requirements and the requirements of the Virginia Uniform

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

3. ADA COMPLIANCE

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

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

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

4. MANUFACTURER'S DIRECTIONS

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

5. WARRANTY

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

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

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

The Contractor shall promptly correct any defective work or materials after receipt of a written notice from the County to do so. If the Contractor fails to proceed promptly or use its best efforts and due diligence to complete such compliance as quickly as possible, the County may

have the materials or work corrected and the Contractor and its Sureties shall be liable for all expenses and costs incurred by the County.

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

6. INSPECTION AND ACCEPTANCE OF MATERIALS

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

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

7. CONTRACTOR'S TITLE TO MATERIALS

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

8. TITLE TO MATERIALS AND WORK COVERED BY PARTIAL PAYMENTS

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

9. CONNECTING WORK

The Contractor shall do all cutting, patching, or digging of the Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown upon or reasonably implied by the Drawings and

Specifications for the completed Project and shall make good after them as the Project Officer or designee may direct. This work will be performed in a workmanlike manner utilizing proper care and equipment to achieve proper line and grade. The Contractor shall not endanger any work by cutting, patching, or digging, or otherwise, and shall not cut or alter the work of any other contract except with the prior written consent of the Project Officer or designee.

10. REJECTED WORK AND MATERIALS

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

11. PROHIBITION AGAINST ASBESTOS CONTAINING MATERIALS

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

E. LEGAL RESPONSIBILITY AND PUBLIC SAFETY

1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

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

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

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

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

The locations of existing utilities, including underground utilities, which may affect the Work, are indicated on the Drawings or in the Specifications insofar as their existence and location were known at the time of preparation of the drawings. However, nothing in these Drawings or Specifications shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of the operations. The Contractor shall make all necessary investigations to determine the existence and locations of such utilities. Should uncharted or incorrectly charted utilities be encountered during

performance of the Work, notify the Project Officer or designee immediately for instructions. The Contractor will be held responsible for any damage to and maintenance and protection of existing utilities and structures, of both public and private ownership. However, if it is determined that such existing utility lines or structures require relocation or reconstruction or any other work beyond normal protection, then such additional work will be ordered under the terms of the clause entitled "Changes in Work." At all times, cooperate with the County and utility companies to keep utility services and facilities in operation.

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

2. PUBLIC CONVENIENCE

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

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

3. SAFETY AND ACCIDENT PREVENTION

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

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

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized safety officer on the worksite and who is, by training or experience, familiar with and trained in policies, regulations, and standards

applicable to the work being performed. The competent, qualified, and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

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

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

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

4. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR §1910.1200 (Standard). The Contractor agrees that it will provide or cause to be provided Safety Data Sheets (SDS) required under the Standard for all hazardous materials supplied to the County or used in the performance of the work. Such SDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling meeting the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when SDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of SDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The Contractor shall maintain onsite an up to date SDS binder for all material used and delivered to the Project. The County Project Officer or his designee shall be allowed access to the SDS book at all times.

5. HAZARDOUS WASTE

Hazardous Waste Generator/Hazardous Waste Disposal: The County Board of Arlington County, Virginia and the Contractor shall be listed as Co-generators. The Contractor shall assume all the duties pertaining to the Waste Generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed

original Owner's Copy of the WSR, as required by applicable regulatory agencies within 35 days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

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

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

6. ASBESTOS

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

7. CROSSING UTILITIES

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

8. OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within ten feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the

actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract, shall not be withheld from the payment to the Contractor by the County for this work. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

9. SANITARY PROVISIONS

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

10. SITE CLEAN-UP AND WASTE DISPOSAL

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

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

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

11. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

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

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

F. PROGRESS AND COMPLETION OF THE WORK

1. NOTICE TO PROCEED

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

2. TIME FOR COMPLETION

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

3. SCHEDULE OF COMPLETION

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

4. CONDITIONS FOR COMPLETION

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

1. The Contractor has provided formal notice that the Work is complete, and the Project Officer has agreed that the condition of the Work warrants a Final Completion inspection;
2. All construction deficiencies and punch list items have been closed and all construction deficiencies corrected and accepted by the Project Officer;
3. All spare parts and attic stock have been delivered, stored in an orderly manner in a space designated by the Project Officer and a complete inventory list has been verified and accepted by the Project Officer;
4. All warranties and manufacturer certificates and contact information for parties providing warranties have been delivered and accepted by the Project Officer;

5. All final Operating and Maintenance manuals have been delivered and approved and accepted by the Project Officer;
6. All final As-Built Drawings in .pdf format on a CD delivered and accepted by the Project Officer;
7. All commissioning has been completed and any open construction items in the commissioning agent's report have be closed and accepted by the Project Officer; and
8. All LEED documents and submittals, if applicable, to be provided by the Contractor or sub-contractors have been submitted and accepted by the Project Officer.

5. USE OF COMPLETED PORTIONS

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

G. MEASUREMENT AND PAYMENT

1. PAYMENTS TO CONTRACTOR

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

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

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

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

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

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

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

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

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

1. PAYMENT FOR STORED MATERIALS

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

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

3. PAYMENTS WITHHELD

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

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

4. COUNTY ORDERED CHANGES IN WORK

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

- a. Changes in the Work which do not involve extra cost and are not inconsistent with the purpose of the Project can be directed by means of a Field Order. Otherwise, except in an emergency endangering life or property, no extra Work or change shall be made unless in pursuance of a written Construction Change Directive or Change Order and no claim for an addition to the Contract Amount or Contract Time shall be valid unless so ordered.
- b. The Contractor shall review any County requested or directed change and shall respond in writing within 14 days after receipt of the proposed change stating the effect of the proposed change upon Contractor's work, including any increase or decrease in Contract time and price. The Contractor shall furnish the County an itemized breakdown of the quantities and prices used in computing the proposed change. The Contractor shall also furnish any sketches, drawings, and or pictures to properly explain the change or impact to the Project Officer. It is the sole responsibility of the Contractor to provide adequate change order backup to satisfy the Project Officer.
- c. The value of any such extra work or change shall be proposed by the Contractor in one or more of the following ways: (a) by estimate in a lump sum; (b) by cost and fixed fee; (c) by unit price additions or deletions of quantities stated in the unit price contract; or (d) by any other method permitted under the Arlington County Purchasing Resolution. The Project Officer will determine the method appropriate based on the nature of the changes.
- d. If none of the aforementioned methods is agreed upon the Contractor shall proceed with the work without delay under force account, provided the Contractor receives a Construction Change Directive. In such case, the Contractor shall keep and present in such form as the Project Officer or designee may direct, a correct account of the cost, together with vouchers. The Project Officer or designee shall be permitted to verify such records on a daily basis and may require such additional records as are necessary to determine the cost of the change to the Work. The Project Officer or designee shall certify to the amount due to the Contractor, including a reasonable lump sum allowance for overhead and profit. A complete accounting of the extra cost shall be made within 14 days after completion of the work involved in the claim. Refer to Paragraph G.5, *Force Account Work*, below for a description of allowable costs when work is performed under force account.
- e. A cost proposal for a change in the Work shall provide a complete breakdown itemizing the estimated quantities and costs of labor, materials, and equipment (base cost) required in addition to any markup used. The allowable percentage markups for overhead and profit for a non-force account change to the Work performed by the Contractor's own forces or performed by the Subcontractor shall be negotiated based on the nature, size, and complexity of the Work involved but shall not exceed the percentages for each category listed below.
 - 1) Subcontractor's markup for overhead and profit for the work it performs in a change to the Work shall be a maximum of fifteen (15%).
 - 2) Contractor's markup for overhead and profit on the Subcontractor's base cost in a change to the Work shall be a maximum of ten percent (10%).

- 3) Contractor's markup for overhead and profit (including bonds and insurance) for work it performs in a change to the Work shall be a maximum of fifteen percent 15%.
 - 4) The markup for overhead and profit of a sub-subcontractor at any tier on a change to the Work it performs shall be a maximum of fifteen percent (15%). The Contractor and all intervening tiers of subcontractors' markup on such sub-subcontractor's base cost in the change to the Work shall not exceed a total of ten percent (10%).
- f. Base Cost is defined as the total of labor, material, and equipment costs, it does not include markup for overhead and profit. The labor costs include only the costs of employees directly constructing or installing the change in the Work and exclude the costs of employees coordinating or managing the work.
 - g. The allowable percentage markups for overhead and profit stated above shall compensate the Contractor, subcontractor, and sub-subcontractor for all other costs associated with or relating to the change to the Work including by way of illustration and not limitation, general conditions, supervision, field engineering, coordination, insurance, bond(s), use of small tools, incidental job costs, and all other general and administrative home and field office expenses.
 - h. Allowable costs for changes in the Work shall not include home office expenses including payroll costs for the Contractor's officers, executives, administrators, project managers, estimators, clerks' timekeepers, and other administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups in Subsection (e) above.
 - i. If the change to the Work also changes the Time for Completion by adding days to perform the Work, an itemized accounting of the following Site direct overhead expenses for the change to the time may be considered as allowable costs for compensation in addition to the base cost indicated above:
 - 1) site superintendent's pro-rata salary
 - 2) temporary site office trailer expense
 - 3) temporary site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities.

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

- j. If Contractor requests an extension to the Time for Completion due to changes in the Work it must provide to the Project Officer adequate documentation substantiating its entitlement for the time extension. The documentation must demonstrate an anticipated

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

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

5. FORCE ACCOUNT WORK

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

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

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

their appropriate salvage value shall be credited to the County, at the County's discretion.

- c. Equipment: For all equipment other than small tools, the Contractor will be entitled to rental rates as established herein and agreed to in writing before the work is begun. Transportation costs directly attributable to Force Account work will be as stated below. Small tools will be considered any equipment which has a new cost of \$1000 or less and will not be eligible for any compensation. The Contractor shall provide the Project Officer a list of all equipment to be used in the work. For each piece of equipment, the list shall include the serial number; date of manufacture; location from which equipment will be transported; and, for rental equipment, the rental rate and name of the company from which it is rented. The number and types of equipment engaged in the work will be subject to regulation by the Project Officer as deemed to be the most practical and economical for the work. No compensation will be allowed for equipment which is inoperable due to mechanical failure. Compensation for equipment shall be as follows:
- 1) Hourly Base Equipment Rental Rates (Owned Equipment) – For equipment authorized for use in the Force Account work that is owned by the Contractor, the Contractor shall be entitled to an Hourly Base Rental Rate as detailed in the following paragraphs. The Hourly Base Rental Rate for Contractor owned equipment will not exceed 1/176 of the monthly rates of the schedule shown in the *Rental Rate Blue Book* modified in accordance with the *Rental Rate Blue Book* rate adjustment tables that are current at the time the force account is authorized. The rates for equipment not listed in the *Rental Rate Blue Book* schedule shall not exceed the hourly rate being paid for such equipment by the Contractor at the time of the force account authorization. In the absence of such rates, prevailing rates being paid in the area where the authorized work is to be performed shall be used.
 - 2) Hourly Base Equipment Rental Rates (Rented Equipment) – If the Contractor does not possess or have readily available equipment necessary for performing the force account work and such equipment is rented from a source other than a company that is an affiliate of the Contractor, payment will be based on actual invoice rates when the rates are reasonably in line with established rental rates for the equipment in question and are approved by the Project Officer.
 - 3) Hourly Operating Rates – Hourly Operating Rates shall be as established in the Blue Book estimated operating cost per hour. This operating cost will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and any and all incidentals. If rental rates for the equipment being used in the work are not listed in the Blue Book or otherwise readily available, the Hourly Operating Cost will be 15% of the established Hourly Base Rental Rate. If invoices for Rental Equipment include the furnishing of fuel, lubricants, repair, and servicing, then the Contractor will not be entitled to any Hourly Operating costs for that equipment.
 - 4) Equipment Usage - Equipment usage will be measured by time in hours of actual time engaged in the performance of the work. The Contractor shall be entitled to

the applicable Hourly Base Equipment Rental Rate and Hourly Operating Rate for all approved Equipment Usage.

- 5) Equipment Standby – Standby time is defined as the period of time equipment authorized for Force Account work by the Project Officer is available on-site for the work but is idle for reasons not the fault of the Contractor or normally associated with the efficient and necessary use of that equipment in the overall operation of the work at hand. Hourly rates for Contractor owned equipment on standby, will be at 50 percent (50%) of the rate paid for equipment performing work. Operating costs will not be allowed for equipment on Standby. When equipment is performing work less than 40 hours for any given week and is on standby, payment for standby time will be allowed for up to 40 hours, minus hours performing work. Payment for Standby will be allowed only for working days. Payment for Standby will not be made for the time that equipment is on the Project in excess of 24 hours prior to its actual performance in the force account work.

- 6) Transporting Costs – When it is necessary to obtain equipment exclusively for Force Account work from sources beyond the Project limits and the Project Officer authorizes the transporting of such equipment to the Project site, the cost of transporting the equipment will be allowed as an expense. Where the transport requires the use for a hauling unit, the allowable expense will consist only of the actual cost incurred for the use of the hauling equipment, or the applicable Blue Book cost, whichever is less. When equipment is transferred under its own power, the allowable Transporting cost shall be 50% of the Hourly Base Equipment Rental Rate.

- 7) Overhead and Profit – The Contractor shall be entitled to an additive of 10% on all appropriate and approved Equipment Rental, Operating, and Transporting costs as defined above.

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

Total Cost of Subcontract Work: Rate Schedule

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

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

- f. Statements: Payments will not be made for work performed on a force account basis until the Contractor has furnished the Project Officer duplicate itemized statements of all costs of such work detailed as follows:
 - 1. Payroll indicating name, classification, date, daily hours, total hours, rate, and extension of each laborer, foreperson

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

6. CLAIMS FOR EXTRA COST

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

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

- a. Excusable Non-Compensable Delays: If and to the extent that the Contractor is delayed at any time in the progress of the Work by a Force Majeure event or other causes outside of the County's control or the Contractor's control and which the Contractor could not have reasonably foreseen, the Contractor may request an extension of the Time for Completion. To be considered for an extension of the Time for Completion, the Contractor shall give the Project Officer timely written notice at the inception of the delay. The Contractor thereafter must provide to the Project Officer a full claim within 14 calendar days of the cessation of the delay and demonstrate that the delay affected the critical path of the accepted schedule, and any Float has been consumed. If the Project Officer agrees with the existence and impact of the delays, the Project Officer shall extend the Time for Completion for the length of time that the Time for Completion was actually delayed thereby. The Contractor shall not be due compensation or damages of any kind as a result of such delay. Delays caused by weather are addressed in Section G.8.
- b. Excusable Compensable Delays: If and to the extent that the Contractor is unreasonably delayed at any time in the progress of the Work by any act or omission of the County, its agents, or employees, due to causes within the County's control, the Contractor may request an extension of the Time for Completion and/or additional compensation. The Contractor shall give notice to the Project Officer immediately at the time of the occurrence giving rise to the delay and shall give written notice no later than five (5)

calendar days after the inception of the delay. The Contractor's written notice shall specify the nature of the delay claimed, the cause of the delay, and the impact of the delay on the Contractor's schedule. Thereafter the Contractor shall provide to the Project Officer a full claim within 14 calendar days of the cessation of the delay. The claim must detail the amount of additional contract time or compensation claimed, together with the basis therefor along with itemized documentation supporting the claim. The itemized documentation must demonstrate that the claimed delay directly affected the critical path of the accepted schedule, and any Float has been consumed and the time and/or costs incurred by the Contractor are directly attributable to the delay in the work claimed. The Contractor shall be entitled to additional compensation only if the delay was caused solely by acts or omission of the County, its agents, or employees, or due to causes within their control.

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

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

- c. Non-Excusable Non-Compensable Delays: The Contractor shall not be entitled to an extension of the Time for Completion or to any additional compensation for delays if and to the extent they are caused by acts, omissions, fault, or negligence of the Contractor or its subcontractors, agents, or employees or due to foreseeable causes within their control, including, but not limited to, delays resulting from defective work, including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from defective work or rejected work for which corrective action must be determined before like work can proceed, from incomplete, incorrect, or unacceptable Submittals or samples, or from the failure to furnish enough properly skilled workers, proper materials or necessary equipment to diligently perform the work in a timely manner in accordance with the Project schedule.
- d. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed herein. Furthermore, no extension of time or additional compensation shall be given for any delay unless a full claim is made to the Project Offer within 14 days of the end of the delay. Failure to give written notice or failure to present a timely claim shall constitute a waiver of any claim for extension or additional compensation based upon that cause.
- e. If the Contractor submits a claim for damages pursuant to this Section, the Contractor shall be liable to the County for a percentage of all costs incurred by the County in investigating, analyzing, negotiating and litigating the claim, which percentage shall be

equal to the percentage of the Contractor's total delay claim that is determined through litigation to be false or to have no basis in law or fact (Virginia Code §2.2-4335).

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

8. TIME EXTENSIONS FOR WEATHER

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

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

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

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

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

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

FIGURE 1

Average days with precipitation of 0.1" or more

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

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

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

9. RELEASE OF LIENS

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

10. FINAL PAYMENT

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

RELEASE AND REQUEST FOR FINAL PAYMENT

CONTRACT NUMBER: _____ CONTRACTOR NAME: _____

FINAL PAYMENT AMOUNT: _____

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

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

AUTHORIZED SIGNATURE DATE: _____

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

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

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

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

Notary Public

My Commission Expires: _____

**ARLINGTON COUNTY DES ENGINEERING
SPECIAL CONDITIONS**

Contents

PROJECT SUMMARY.....	55
SUPPLEMENTS TO THE GENERAL CONDITIONS	56
ARTICLE B – DRAWINGS, SPECIFICATIONS AND RELATED DATA	56
SC-B.10 TESTS	56
ARTICLE C – COUNTY, COUNTY PROJECT OFFICER, AND CONTRACTOR RELATIONS	56
SC-C.1 STATUS OF COUNTY PROJECT OFFICER OR DESIGNEE	56
SC-C.4 INSPECTION OF WORK	56
SC-C.9 SUPERINTENDENCE BY CONTRACTOR	57
SC-C.13 PROTECTION OF WORK AND PROPERTY	57
ARTICLE E – LEGAL RESPONSIBILITY AND PUBLIC SAFETY	58
SC-E.1 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	58
SC-E.2 PUBLIC CONVENIENCE	58
SC-E.10 SITE CLEAN-UP AND WASTE DISPOSAL	59
SC-E.11 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	59
ARTICLE F– PROGRESS AND COMPLETION OF THE WORK	59
SC-F.2 TIME FOR COMPLETION	59
ARTICLE G– MEASUREMENT AND PAYMENT	60
SC-G.1 PAYMENTS TO CONTRACTOR	60
SPECIAL CONDITIONS.....	61
1. CONSTRUCTION STANDARDS	61
2. PERMITS	62
3. SPECIAL CONTRACTOR/SUBCONTRACTOR QUALIFICATIONS	62
4. STAKEOUT AND CUT-SHEETS	63
5. SCHEDULE, DURATION, AND PHASING REQUIREMENTS	63
6. WORK HOURS	63
7. GENERAL SITE SECURITY AND CONTROLS	64
8. TRAFFIC SIGNALS AND STREETLIGHTS	64
9. WORK ASSIGNMENTS	65
10. UNLISTED WORK	66
11. JOB SIZE LIMITATION & ESTIMATED ACTIVITY	66
12. OTHER COUNTY CONTRACTS	66
13. OTHER SPECIAL PROVISIONS	66

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.

This work shall consist of performing preventive and restorative maintenance activities to bridges and culverts in a regional contract for Arlington County, Virginia. The work will include, but is not limited to, concrete deck patching and repair, expansion joint repairs and reconstruction, placement of joint sealers, concrete superstructure and substructure repairs, railing system repairs, bearing replacement, bearing maintenance, structural steel repairs, coating and waterproofing concrete surfaces, epoxy concrete deck overlays, culvert repair, minor approach roadway work, guardrail removal and replacement, cleaning and painting structural steel, bridge cleaning, maintenance of traffic, and all of the required traffic control, environmental protection and incidentals necessary to complete the work as directed by the County.

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.

The work performed under this contract will consist primarily of Capital Improvement Projects which involve improvements to existing infrastructure Arlington County and VDOT Right-Of-Way. Projects will vary in size and the total project fee for any individual on-call task order shall not exceed \$1,000,000. The sum of all tasks in any one-year period shall not exceed \$1,500,000. The County reserves the right to issue separate solicitations(s) for projects(s) determined to be in the best interest of the County, regardless of the dollar value.

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.

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

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

Add the following new language to Paragraph C.1:

The County Project Officer will coordinate and consult with the VDOT Field Inspector as appropriate when working within the VDOT Right-Of-Way.

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 SUPERINTENDENCE BY CONTRACTOR

Add the following new language to Paragraph C.9:

Site Supervisor:

For each task order, 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:

For each task order, 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.

For each task order, 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 workday and take down controls at the end of each workday 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. Signposts 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 workday, 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.

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.

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:

- **The 2020 Virginia Department of Transportation (VDOT) Road and Bridge Specifications**, a copy of which may be downloaded at no charge from the internet at: [VDOT 2020 RB Specs.pdf \(viriniadot.org\)](http://www.virginia.gov/transportation/road-bridge-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: <https://info.arlingtontransportationpartners.com/arlington-county-bike-parking-standards>
- **The Arlington County Department of Environmental Services (DES) Construction Standards and Specifications Manual**, a copy of which may be downloaded at no charge from the internet at: <https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/38/2020/09/DES-Construction-Standards-and-Specifications.pdf>
- **The Arlington County Department of Environmental Services (DES) Construction Standards Details**, a copy of which may be downloaded at no charge from the internet at: <https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/38/2020/09/DES-Construction-Standard-Details.pdf>
- **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: <https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/19/2019/01/Arlington-County-Traffic-Signal-Specifications.pdf>
- **The Arlington County Department of Environmental Services (DES) Streetlight Specifications**, a copy of which may be downloaded at no charge from the internet at: <https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/19/2020/09/Lighting-Specifications.pdf>
- **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://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/21/2013/11/DES-Pavement-Marking-Standards.pdf>
- **The Arlington County Department of Parks and Recreation (DPR) Specifications**, a copy of which may be downloaded at no charge from the internet at: <https://www.arlingtonva.us/Government/Departments/Parks-Recreation/About/Design-Standards>
- **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: <http://www.virginia.gov/transportation/business/const/spec-default.asp>
- **The Virginia Work Area Protection Manual (WAPM)**, a copy of which may be downloaded at no charge from the internet at: <http://www.virginia.gov/transportation/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: <https://www.arlingtonva.us/Government/Programs/Water-Utilities/Discharging-Chlorinated-Water>
- **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. PERMITS

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**
- **County Resource Protection Area (RPA) permit**
- **Nationwide Permit #3 (US Army Corps of Engineers)**
- **VA DEQ Virginia Storm Water Management Program (VSMP) permit**
- **Northern Virginia Regional Park Authority (NVRPA) 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 Nationwide Permit #3, County LDA permit, the County RPA permit, VSMP Permit and the NVRPA permit. The County shall transfer the permits in the Contractors name as the permittee and/or responsible party prior to the start of Work.

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 and the County TROW permit, all fees will be waived by Arlington County. The Contractor is responsible for investigating and satisfying all permit requirements for the above-mentioned permits. All costs associated with preparing permit applications, obtaining permits and satisfying the permit requirements shall be considered incidental to the work and no separate payment shall be made.

3. SPECIAL CONTRACTOR/SUBCONTRACTOR QUALIFICATIONS

The Contractor shall have five (5) years of experience with at least three (3) continuous years of on-call services construction contract experience with bridge maintenance and repair projects that are similar size and scope in an urban environment.

The Contractor obtained project experience shall consist of the following:

- **Bridge and culvert preventive and restorative maintenance**
- **Concrete deck patching and repair.**
- **Expansion joint repairs and reconstruction.**
- **Placement of joint sealers.**
- **Concrete superstructure and substructure repairs.**
- **Railing system repairs.**
- **Bearing replacement and maintenance.**
- **Structural steel and concrete beam repairs.**
- **Structural steel coating and waterproofing concrete surfaces.**
- **Epoxy concrete and concrete deck overlays.**
- **Minor approach roadway work.**
- **Maintenance of traffic.**

The Contractor shall provide five (5) bridge maintenance and repair projects that are similar in size and scope 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 three (3) 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.

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. 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.

9. 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.

10. UNLISTED WORK

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.

11. JOB SIZE LIMITATION & ESTIMATED ACTIVITY

The size of the assigned jobs may vary throughout the contract term but shall not exceed \$1,000,000 per project assignment. Based on previous similar County contracts for similar work, the County estimates contract activity of approximately \$1,000,000 per year (this is for informational purposes only and shall not imply minimum or maximum contract activity).

12. OTHER COUNTY CONTRACTS

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

13. OTHER SPECIAL PROVISIONS

All bridge and culvert maintenance and repair work shall conform to the 2020 Virginia Department of Transportation (VDOT) Road and Bridge Specifications and the 2016 Road and Bridge Standards.

EXHIBIT B
NO PLAN ASSEMBLY FOR BRIDGE MAINTENANCE AND REPAIR

1. SUPPLEMENTARY SPECIFICATIONS

SECTION 1 - SITE MOBILIZATION

Site mobilization shall consist of performing preparatory operations, including moving personnel and equipment to a specific district location, when a job order is issued for work listed in the proposal\contract.

MEASUREMENT AND PAYMENT

Site mobilization shall be accomplished within 5 days after the Contractor's proposal is approved by the County. Site is defined as any work location(s) within Arlington County. Site mobilization will be measured in units of each and will be paid at the contract unit price per each to mobilize to a specific site to perform all work identified on a single task. This price shall include moving personnel, materials and equipment to the project site, setting up maintenance of traffic items and demobilization when no longer required. This price also includes, but is not limited to, as many return trips as necessary due to holidays, curing time and\or temperature requirements, manufacture recommendations and work that is determined to be incomplete. Site Mobilization will be paid only once for tasks that include adjacent structures.

Payment will be made under:

Pay Item	Pay Unit
Site mobilization	Each

SECTION 2 - VERIFICATION OF UTILITIES WITH REGARD TO GUARDRAIL INSTALLATION

I. DESCRIPTION

The intent of this provision is to identify ways to verify the locations of utilities within Arlington County rights of way when installing guardrail in these areas.

The Contractor is advised that the County and private utility companies have a number of utility facilities located within the limits of this project. Such facilities include, but are not limited to: those associated with Arlington County's Traffic Management System, electrical facilities for powered signs and signals, fiber optics, power for lighting, gas lines, etc. It is the Contractor's responsibility to maintain these markings throughout the life of the project so as to prevent or minimize the potential of damage to these facilities as a result of the Contractor's operations. To that end, the Contractor shall employ all due care and diligence in maintaining these markings and being aware of their locations while performing the work. Should the markings be destroyed by the Contractor's carelessness or negligence, it shall be the Contractor's responsibility to make physical and financial arrangements to have them re-marked at this expense and should reflect such in his bid price as he sees fit.

II. PROCEDURES

When construction of guardrail appears to be in close proximity to existing utilities, the Contractor will be required to perform test pit excavations to verify the exact locations and elevations of these utilities and to determine if any of these utilities will be in conflict with the proposed work in accordance with the applicable Miss Utility Law. The Contractor shall dig the test pits well in advance of construction work as directed by the County.

The Contractor shall coordinate with the utility owners to determine if the existing utilities are active,

verify their extent and locations, and shall provide the following information to the County: size and type of utility, station, elevation, offset, and exact location in reference to the proposed work.

When the installation of guardrail posts is in close proximity to existing utilities and the Contractor has verified that installing such guardrail posts by driving or other mechanical means is prohibitive based on the information secured under the Miss Utility Law (s), the Contractor shall install guardrail posts by hand digging in such areas. The depth/size of the holes shall be in accordance with the VDOT Road and Bridge Standards for the specific guardrail type being installed and shall be in conformity with existing lines, grades, and limits established herein. After installation of posts, all post holes shall be backfilled and compacted with material conforming to Section 208 of the VDOT Road and Bridge Specifications, and current details in the VDOT Road and Bridge Standards.

The number of holes to be hand excavated is estimated in the Contract; however, additional holes may be required due to field conditions. The authorization of additional holes will be as directed by the County.

III. MEASUREMENT AND PAYMENT

Hand Dig Guardrail Post Hole will be measured and paid for in units of each and shall only apply to posts that cannot be installed by driving or mechanical means in areas identified in this package or where directed by the County. The unit price for this work shall include all labor, tools, equipment, excavation, backfill, compaction, disposal of surplus material, restoration of the disturbed area and incidentals necessary to completely install the guardrail post.

Pay Item	Pay Unit
Hand Dig and Install Guardrail Post	Each

SECTION 3 - SEALING CRACKS IN ASPHALT CONCRETE SURFACES OR HYDRAULIC CEMENT CONCRETE PAVEMENT

I. DESCRIPTION

This Specification covers the cleaning and sealing of cracks for pavements which will not be overlaid with asphalt concrete (AC) within one year.

Cracks ranging in width from 1/8 inch to 1 ½ inches shall be sealed. Cracks that exceed 1 ½ inches are not included in this contract.

II. MATERIALS

All sealant materials shall be certified or tested and approved by the County before being incorporated into the work. Where installation procedures or any part thereof are required to be according to recommendations of the manufacturer of sealant compounds, the Contractor shall submit catalogue data and copies of recommendations to the County prior to installation of the materials for review and approval. All such recommendations shall be adhered to unless directed otherwise by the County.

The crack sealant shall be of the following type and shall meet all the requirements of ASTM D-6690 and exceed all requirements of AASHTO M-173 and Federal Specification SS-S-164:

A HOT-POURED MODIFIED ASPHALT RUBBER WITH GRANULATED CRUMB RUBBER AND LATEX PLASTICIZERS. The proportions of the materials, by weight, shall be up to 80 percent maximum asphalt and up to 25 percent maximum crumb rubber.

The crumb rubber shall be 100 percent vulcanized rubber and meet the following gradation requirement:

Sieve	Percent Passing
No. 10	100%
No. 40	0-40%

III. EQUIPMENT

Proper sealing equipment must be used for the specific material listed according to the manufacturer's recommendations for the Sealant specified. The equipment for hot applied sealant compounds shall be a melting kettle of double boiler, indirect heating type, using oil as a heat-transfer medium. The kettle shall have an effective mechanically operated agitator, a re-circulation pump and shall be equipped with a positive thermostatic temperature control which shall be checked for calibration before beginning work. The unit shall be capable of maintaining the specified mixing temperature within 10 degrees F. Manufacturer's recommendations for mixing and application temperatures shall be followed with the latter being measured at the nozzle of the applicator wand. Overheating or direct heating of the sealant material shall not be permitted. The hoses, connectors and applicator wand shall all be insulated.

IV. CONSTRUCTION

The sealant shall not be placed when the ambient or pavement temperatures fall below 45 degrees F, or when moisture is present in the crack to be sealed.

Prior to sealing, cracks shall be thoroughly cleaned as approved by the Engineer using an oil free hot air blasting heat lance capable of a velocity of 3000 fps at 3000 degrees F. Cracks shall be cleaned such that all dirt, debris, moisture, and other foreign materials that will prevent bonding of the sealant are removed to a minimum depth of 1 inch. All foreign material (i.e., dirt, grass, rocks) shall be removed from the pavement to prevent re-contamination of the crack. Cracks shall be completely dry before sealing. Any crack not meeting the approval of the Engineer shall be re-cleaned and dried.

The sealant shall be pumped directly into the crack from the heater-melter unit at the temperature specified by the manufacturer **immediately following the cleaning of each crack**. Cracks shall be sealed in the following manner as approved by the Engineer:

Cracks shall be filled from the bottom up in a continuous manner such that the crack is completely filled level with the pavement surface, and the sealant shall overlay the crack at the pavement surface leaving a maximum "over-banded" appearance of 1-inch wide on each side of the crack. The material shall not continue to flow beyond these limits once a crack is sealed. The height of the sealant above the pavement surface shall not exceed 1/8 inch. For this method of sealing, the applicator wand shall be equipped with a shoe that will produce the extruded over-band as well as completely fill the crack.

Prior to the start of each day's operation, the applicator wand and hose shall be heated per the equipment manufacturer's recommendations and the material in the heater-melter unit re-circulated.

The applicator wand shall be returned to the mixing unit and the sealant material re-circulated immediately upon completion of each crack sealing.

Any crack in hydraulic cement concrete pavement which cannot be filled due to the sealant draining into a large void, shall be plugged with a suitable material (i.e., backer rod) approved by the Engineer prior to

the project, and then filled. After being plugged, recleaning of the crack may be required prior to filling with sealant.

During the heating and application of the crack sealing material, the temperature of the material shall be measured and recorded on two-hour intervals by the Contractor. The material shall never be heated over 420 degrees F. Any material heated above this temperature shall be discarded (i.e., all material in the heater-melter unit) and not paid for by the County. Additionally, if the material becomes lumpy or has poor flow at elevated temperature, then the material shall be discarded (i.e., all material in the heater-melter unit) and not paid for by the County.

Traffic shall be kept off the pavement surface until the crack sealant has cured to the point it will not track or be distorted by traffic. The Contractor shall replace, at his or her expense, any sealant that pulls out within 96 hours after opening the pavement to traffic.

V. METHOD OF MEASUREMENT

METHOD A – CONVERSION APPROACH

Sealant for cracks or joints will be measured by the pound. At the beginning of each workday, the County, or their appointed representative, shall measure the amount of material in the heater-melter unit and log all additional material added during the day, and measure the amount of material remaining in the heater-melter to determine the total poundage used for that day. No payment will be made for waste material.

For the purpose of converting the liquid material in the heater-melter unit from gallons to pounds, the Contractor shall use a calibrated measuring rod to determine the actual quantity of material in gallons, and same shall be converted to pounds taking into consideration the temperature of the material at the time of measurement. A chart or other approved conversion method furnished by the sealant material manufacturer/supplier shall be used to perform the conversion from gallons to pounds.

METHOD B – DIRECT MEASUREMENT APPROACH

Sealant for cracks or joints will be measured by the pound. At the beginning of each workday, the Contractor shall provide the County the certified weight of the heater-melter unit. During the day’s operation, the County’s Representative will log all additional material added to the heater-melter unit. At the end of the day’s operation, the Contractor shall provide the County the certified weight of the heater-melter unit including the unused material in the heater-melter unit. The County will determine the pounds of material applied for payment purposes. No payment will be made for waste material.

VI. BASIS OF PAYMENT

Crack Sealant/Filler will be paid for at the contract unit price per pound, which price shall be full compensation for providing the sealant/filler, complete-in-place, including cleaning and sealing the cracks and for all tools, labor, equipment, materials, and incidentals related fully completing the installation.

Payment will be made under:

Pay Item	Pay Unit
Crack Sealant/Filler (Type A)	Pound

SECTION 4 – BRIDGE CLEANING SERVICE

I. DESCRIPTION

This work shall consist of cleaning designated bridge superstructure surfaces, approaches, drains and substructure surfaces.

II. MATERIALS

Water for power washing shall not be drawn from the natural waterway and shall contain no additives.

III. PROCEDURES

The Contractor shall submit the method of operations for the bridge to the County for approval prior to beginning of work. The Contractor shall notify the County no less than 48 hours prior to commencement of work.

The Contractor shall remove, contain, and dispose of debris from the entire superstructure, approaches and substructure prior to power washing. The Contractor shall use a power wash system of no less than 1200 PSI and no greater than 6000 PSI (low water volume type) to power wash. The Contractor shall rinse, not power wash, the residues off of painted beam surfaces without damaging the protective coating.

Bridge washing shall not be performed during sub-freezing temperatures.

If free liquid oil or similar fluids are present, the County shall be notified prior to proceeding.

The removed debris shall be disposed of in an appropriate permitted landfill or as directed by the County.

The Contractor shall ensure all crew members follow all OSHA personnel, equipment, and safety regulations in accordance with Section 107.17 of the Specifications.

IV. MEASUREMENT AND PAYMENT

Bridge Cleaning and Washing shall be measured in units of square yard and paid for at the contract unit price per square yard. Limits of measurement for the longitudinal direction shall be from back of backwall (or paving notch) to back of backwall (or paving notch). Limits of measurement in the transverse direction shall be as shown on the details herein. The bid price shall include removing and disposing of all debris and vegetation from the bridge surfaces, as well as power washing of all surfaces of the bridge deck, superstructure and substructure. Bridge surfaces to be cleaned and power washed include the bridge roadway, shoulder, joints, sidewalks, cleaning and opening drain system, medians, curbs, rails, parapet walls, bridge seats, bearings and beams.

This price shall be full compensation for preparatory cleaning (Bridge Cleaning), supplying water for washing operations where necessary, performing washing operations, collecting, removing, and properly disposing of debris from bridge surfaces, Maintenance of Traffic, Mobilization and all labor, tools, equipment and incidentals necessary to complete the work on a single structure.

Payment will be made under:

Pay Item	Pay Unit
Bridge Cleaning and Washing	Square Yard

SECTION 5 - REPOINT MORTAR JOINTS

I. DESCRIPTION

This work shall consist of raking and repointing mortar masonry joints. Repairs shall be performed by qualified masons.

II. MATERIALS

The new mortar shall match the existing mortar in color, texture, and tooling.

Obtain mortar ingredients of uniform quality from one manufacturer for each cementitious component and from one source and producer for each aggregate.

Water shall conform to Section 216 of the VDOT Road and Bridge Specifications and shall be clean, potable, and free from acids, alkalis, or other dissolved organic materials.

III. PROCEDURES

A. Joint Preparation

All loose, unsound, and deteriorated stone or mortar material shall be removed from the areas designated by the Engineer to be repaired in a manner and to an extent as to expose sound material. Unless otherwise noted, old mortar shall generally be removed to a depth of 1-inch and any loose and disintegrated mortar beyond this depth shall be removed. Mortar shall be removed cleanly from the joints, leaving a square corner at the back of the cut utilizing hand tools.

The Contractor shall perform joint preparation and repointing as follows:

1. Inspect all existing joints. Remove all loose, spalled mortar from joints.
2. All deteriorated joints shall be cleaned to remove oil, grease, dirt, and chemical contamination without damage to, or disintegration of, the brick surface.
3. Pre-wet joints and apply cleaning solution. Allow 3 to 5 minutes dwell time, then scrub surfaces clean with a natural bristle brush.
4. Rinse thoroughly with low-pressure spray (no greater than 200 psi).
5. Wet mortar joints and stone surfaces thoroughly before applying fresh mortar. Allow water to soak in so there is no freestanding water.
6. Install mortar into joints in $\frac{1}{4}$ inch layers. The back of the entire joint shall be filled and thoroughly compacted by packing the mortar well in the back corners. Each layer shall be thumbprint hard before placing the succeeding layer. Completely fill mortar joints and properly tool exterior surface to match existing joint profiles avoiding hairline shrinkage cracks and tool burning.
7. Each workday, clean all excess mortar, as the work progresses. Cleaning shall be accomplished with a stiff natural bristle or nylon brush after the mortar has dried but before it is initially set (1-2 hours). A final cleaning shall be accomplished after joint repair has cured for a minimum of thirty calendar days. Only very low-pressure (100-psi) water washing supplemented by stiff natural, or nylon brushes shall be used for final cleaning.

B. Mixing

1. Control batching procedures to ensure proper proportions and consistent mortar color by measuring materials by volume. Use cubic foot containers and level the materials to achieve uniform volume. Do not measure materials with shovels.
2. Mix mortar in a paddle type mixer for 3 to 5 minutes adding ingredients as described in the Appendix of ASTM C270.
3. Do not use frozen materials or materials mixed with or coated with ice or frost. When ambient air temperature is less than, or is expected to be less than, 40 degrees Fahrenheit, perform all repair work in accordance with "Recommended Practices and Guide Specifications for Cold Weather Construction" published by the International Masonry Industry All-Weather Council, Washington D.C.
4. To thoroughly mix dry ingredients, add only enough water to produce a damp mix that will retain its shape when pressed into a ball by hand. Mix from 3 to 5 minutes with a paddle type mixer.
5. Let mortar stand in dampened condition for 1 to 1½ hours to accomplish pre-hydration.
6. All mortar shall be placed within 2½ hours of initial mixing, including pre-hydration time. Re-tempering of the mortar shall not be permitted. The Contractor shall discard mortar not used within 2 ½ hours

IV. MEASUREMENT AND PAYMENT

Repoint Mortar Joints will be measured and paid for in linear feet of joints raked and repointed. Measurements will be taken along the exposed face of the joints where raking and repointing was completed. The price bid shall be full compensation for surface preparation, raking, cleaning, repointing with mortar, tooling, resetting, and replacing existing brick, removal and disposal of existing material, and all other labor, tools equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Repoint Mortar Joints	Linear foot

2. GENERAL NOTES FOR MAINTENANCE OF BRIDGES AND CULVERTS

GENERAL CONSTRUCTION NOTES

All work shall be performed within the existing right-of-way. The Contractor may negotiate permission to access structures from adjacent property owners at no cost to the County.

Quantities shown are approximate and shall be field verified by the Contractor.

Nighttime and Sunday work may be permitted as directed by the County.

Locations for the replacement or repair of bridge and culvert components shall be determined by the County as the need for the work becomes necessary.

The pay items for work performed under this contract include the removal and disposal of existing materials. The disposal of existing materials shall conform to the requirements of Section 106.04 of the VDOT Road and Bridge Specifications.

In the event the Contractor is actively prosecuting work on previously released locations under this contract when the County notifies the Contractor of additional locations, the time for each such additional location shall begin upon completion of work underway or as approved by the County.

The Contractor shall contact "Miss Utility" at 811 for marking the locations of existing underground utilities (i.e., Water, sewer, gas, telephone, electric, and cable tv) at least 72 hours prior to any excavation or construction. The Contractor is required to identify and protect all other utility lines found in the work site area belonging to other owners that are not members of "Miss Utility". Private water, sewer and gas laterals will not be marked by miss utility or the county. The Contractor shall locate and protect these services during construction.

The Contractor shall be responsible for any damage to the existing utilities and the related structures. All existing utility systems shall be protected to prevent damage during the Contractor's operations. Any system damaged shall be promptly repaired at no cost to the owner.

Existing manhole frames, covers, valve boxes, and other appurtenances shall be adjusted to the final grade or replaced, as necessary. Unless otherwise specified, the cost for this shall be considered incidental to the work and shall be incorporated into the costs for relevant items.

The Contractor shall provide ADA compliant access through or around the site at all times and shall ensure the safety of all those passing through or adjacent to the site.

This contract is not limited to the structures listed. As directed by the County, additional work may be specified.

Not all work identified in the Contract will be assigned to the Contractor. Work that is already specified may be omitted, suspended, or delayed as deemed necessary by the County.

STORMWATER AND ENVIRONMENTAL PROTECTION

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

The contractor shall adhere to all applicable federal, state, or local laws and regulations (Erosion and Sediment Control, Chesapeake Bay Preservation Ordinance). Appropriate erosion and sediment controls (e.g., turbidity curtains) as specified in the Virginia Department of Conservation and Recreation Erosion and Sediment Control Handbook shall be properly installed and maintained throughout the duration of the project to prevent migration of sediment from the work area. Erosion and sediment controls shall be removed after the work is completed and approval is granted by the County staff. The work area including staging areas shall be kept clean and free of trash and debris. Construction materials (fuel, paint, sealer, etc.) stored on site must be properly stored and secured. Stockpiled loose materials shall be kept covered and have perimeter controls to minimize exposure to rain, wind and runoff. Bagged materials such as cold patch, concrete mix, and other materials with the potential to pollute storm water runoff should be placed on pallets and under cover. Equipment and vehicle washing shall not be permitted on site. Spill kits and appropriate tools for cleanup shall be kept on site. Spills shall be cleaned up as soon as possible using appropriate absorbent materials and controls to prevent materials from directly entering a storm drain or being washed in during storm events. The contractor shall minimize and limit land disturbance in Resource Protection Areas (RPA) for provision of necessary access for the proposed work. Where practicable, a single point of access for ingress and egress shall be used. Existing vegetation and trees shall be preserved to the maximum extent practicable. Disturbed areas shall be stabilized following completion of the construction work.

TREE PROTECTION

Trees shall be protected per the requirements of Arlington Park & Recreation Standard.

TRAFFIC CONTROL

The Contractor shall be responsible for the development of the Traffic Management Plan. The Traffic Management Plan will be presented to the County for approval by the Traffic Engineering and Operations Bureau no more than 14 days after notification of location and scope of work.

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 pre-mark the layout of any permanent traffic control striping, indicating the proposed location and type of marking to be installed. The pre-marking may consist of Type D tape, chalk, or lumber crayons. The Contractor shall allow 3 working days for the inspection and approval of the pre-markings prior to placing the permanent markings.

The Contractor shall submit any requests for temporary "No Parking" restrictions to the Project Officer at least 3 working days prior to the desired onset of restrictions.

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. Typically, any relocation or closure of a bus stop will require at least two weeks advance notice for coordination with the county's bus stop coordinator.

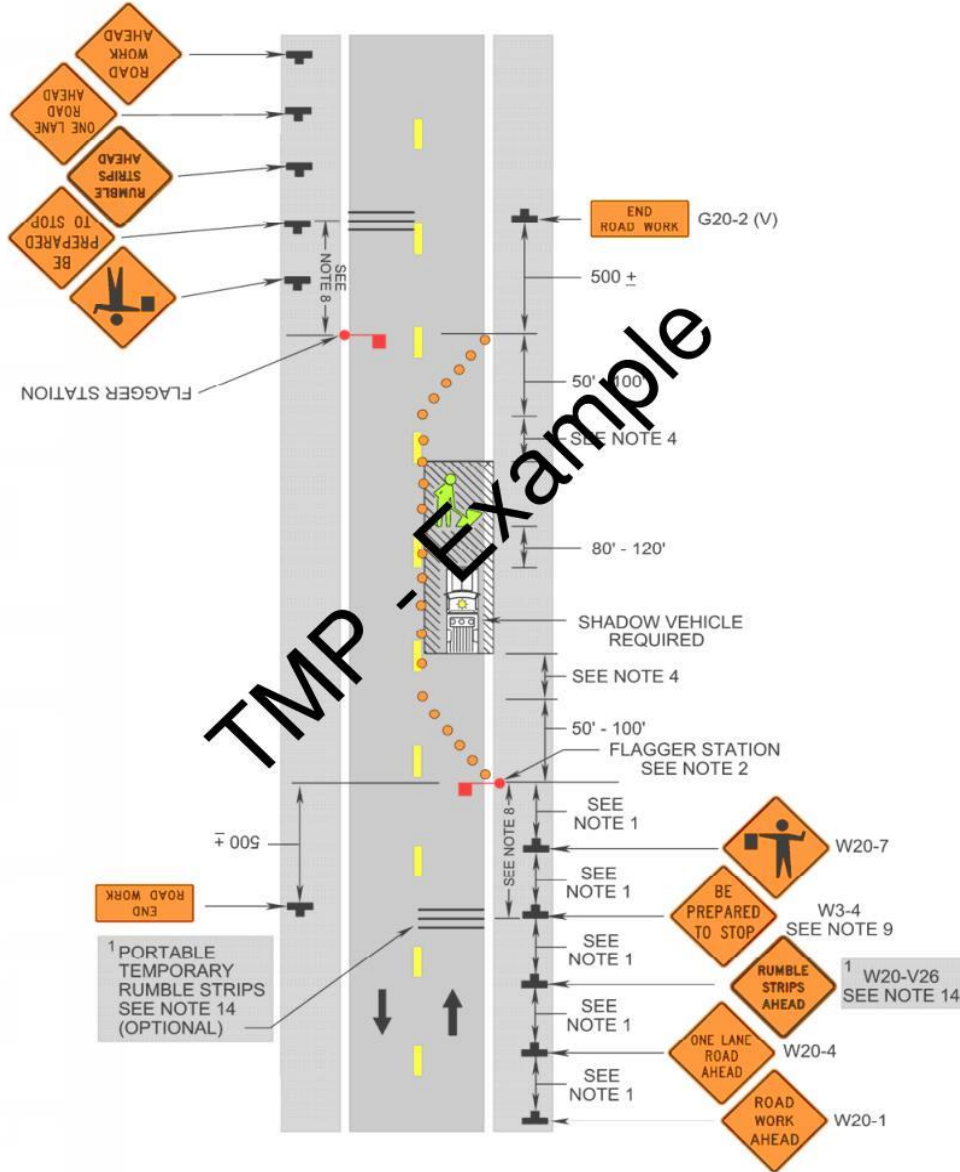
When conditions warrant due to traffic volumes, patterns, or special events, the county may suspend or otherwise direct the Contractor's activities to protect the public and or the county's transportation network.

When Traffic Control is required on Primary and Secondary systems, a 10' minimum lane shall be open to traffic at all times.

The lump sum price for Maintenance of Traffic (Str. No.) shall be for providing Maintenance of Traffic for a single structure. The maximum amount payable for all Maintenance of Traffic operations necessary to perform the assigned work on a single structure will be the total Contract Lump Sum bid price, no additional payment or compensation will be made.

At the discretion of the County, Maintenance of Traffic Signs (Single Lane Closure) or Maintenance of Traffic Signs (Double Lane Closure) may be used to pay for lane closures that are necessary to perform various assignments. The lump sum price shall include all temporary signs required for the lane closure operation. All other items required for the lane closure operation will be included in the pay item for Work Area Maintenance of Traffic.

Lane Closure on a Two-Lane Roadway Using Flaggers
(Figure TTC-23.1)



TMP - Example

1: Revision 1 - 4/1/2015

WATER DISTRIBUTION, STORM, AND SANITARY SEWER SYSTEMS

Unless otherwise directed, Contractors are expressly prohibited from operating any water valves or appurtenances. Contractors shall submit all requests for valve operations to the Project Officer at least 3 working days in advance of the required operation.

In the event of a water or sewer emergency, the Contractor shall immediately notify the county's water control center at 703-228-5555 and the Project Officer.

MATERIALS

All materials shall conform to the requirements of the appropriate sections of the VDOT Road and Bridge Specifications or Supplementary Specifications and shall be of the same type found at each location, unless otherwise approved by the County.

PROCEDURES

A. GENERAL

The Contractor shall field verify all dimensions necessary for construction of the project. Plans for the existing structures will be provided by the County if they are available.

Before proceeding with any work within or adjacent to the existing structures, the Contractor shall become familiar with existing conditions. During construction operations, it shall be the Contractor's responsibility to maintain the integrity of the existing structures where the existing structures are modified to accommodate new construction, and to protect from damage those portions of the structures which are to remain. If there is any evidence of damage during the repair operations at any location on the structure, the Contractor shall take corrective actions at no cost to the County and notify the County immediately.

Quantities and locations shown are approximate and shall be field verified by the Contractor.

The Contractor shall notify the County a minimum of three (3) working days prior to any concrete repairs so that the areas may be sounded. The actual limits of the repair will be determined by the County based on the sounding results.

All work shall be performed such that debris will be deflected away from vehicular and pedestrian traffic, property, or equipment so as not to cause any dangerous or unsafe conditions.

Work shall be completed on each structure before moving to another structure, unless otherwise directed by the County.

Construction methods shall conform to the requirements of the appropriate sections of the VDOT Road and Bridge Specifications, the requirements herein, or as directed by the County. Forms shall be filleted at sharp corners to match existing elements or according to the VDOT Road and Bridge Specifications. In areas where existing concrete is to be removed and replaced by new concrete the requirements of Section 412 of the VDOT Road and Bridge Specifications shall apply. New reinforcing steel shall be furnished and installed as directed by the County.

The locations of concrete repairs shall be determined by the County's field representative.

All reinforcing bar dimensions on the detailed drawings are to centers of bars except where otherwise

noted and are subject to fabrication and construction tolerances.

All of the concrete within a span lane that is to be removed shall be removed before recasting any concrete within that span lane, unless otherwise directed by the County.

No concrete repairs, including removal and recasting of superstructure and substructure concrete, shall be performed within a span lane that is under traffic unless approved by the County.

Any full depth deck repair or expansion joint reconstruction shall be limited to that amount which can be performed in one workday. This includes saw cutting, removal and disposal of existing concrete, preparing contact surfaces, forming and placement of concrete, finishing, texturing, applying curing compound and covering patched area with an approved steel plate. The steel plate shall be of sufficient size and strength to support temporary emergency traffic and shall be approved by the County.

To preserve structural integrity and prevent unsafe structural conditions, the Contractor shall develop a plan for the removal of deteriorated concrete in superstructure and substructure elements. The plan shall be submitted to the County for review after the elements are sounded and prior to beginning the work. The plan shall specify the order and size limits of areas of deteriorated concrete that may be removed at any one time. Concrete in the newly repaired areas shall attain a compressive strength of 3000 psi before adjacent concrete is removed. The cost of preparing the plan shall be included in the price bid for the appropriate items.

The Contractor shall provide appropriate work platforms, scaffolds, under bridge access vehicles, and other equipment that is required to obtain access to areas of work performed under this contract. The County shall be provided access to work areas to determine the extent of repairs and to inspect the completed work. The cost of access equipment and materials shall be included in the price bid for the appropriate items.

The Contractor shall plan and prosecute the work so that no more than 10,000 square feet of land disturbance occurs at any given time.

The Contractor shall submit to the County a detailed plan for containing construction related material (i.e., shot blasting media, pieces of concrete debris, uncured concrete, etc.) and preventing its entry into jurisdictional bodies, such as streams and wetlands. The cost of this work shall be included in the price bid for the appropriate bid items.

The Contractor shall furnish, install, maintain, and remove temporary erosion and siltation control devices in accordance with the requirements of Section 107 of the VDOT Road and Bridge Specifications. The cost of this work shall be included in the price bid for other items in the contract.

Unless otherwise noted, all painted steel structures shall be classified as Type B in accordance with Section 411 of the VDOT Road and Bridge Specifications.

B. SITE MOBILIZATION

Site Mobilization shall be in accordance with the supplementary specification for Site Mobilization.

C. CRACK SEALANT/FILLER (TYPE A)

Crack Sealant/Filler (Type A) shall be in accordance with the supplementary specification for sealing cracks

in asphalt concrete surfaces or hydraulic cement concrete pavement.

D. MOD. FIXED OBJECT ATTACHMENT GR-FOA-1

Mod. Fixed Object Attachment GR-FOA-1 shall consist of installing VDOT Std. GR-FOA-1 (501.25-501-27). The 6'-9 3/4" dimension and the 4'-0" dimension at the terminal wall shall be modified as necessary to connect to the existing structure. The Contractor shall submit the proposed method of attaching the FOA to the County for review and approval prior to commencement of work. The price shall include furnishing and installing guardrail connectors, rubrail, and additional posts with offset blocks, providing holes to facilitate attachment and all materials, labor, tools, and incidentals necessary to complete the work.

E. MOD. GUARDRAIL TERMINAL GR-MGS2, TL-2

Mod. Guardrail Terminal GR-MGS2-TL2 shall be in accordance with section 505 of the VDOT Specifications and Std. GR-MGS2 (506.06-506.08) except that the 50-foot length shall be reduced to 25 feet. The post spacing shall be 6'-3" as indicated on the GR-MGS2 standard. Regrading of the existing shoulders will not be required.

F. MOD. FIXED OBJECT ATTACHMENT GR-FOA-5

Mod. Fixed Object Attachment GR-FOA-5 shall consist of installing VDOT Std. GR-FOA-5 (508.01-508-02). The connection to the existing terminal wall shall be modified as necessary to connect to the existing structure. The Contractor shall submit the proposed method of attaching the FOA to the County for review and approval prior to commencement of work. The price shall include furnishing and installing guardrail connectors, providing holes to facilitate attachment and all materials, labor, tools, and incidentals necessary to complete the work. The Standard CG-3 curb and regrading of the existing shoulders are not required.

G. MOD. GUARDRAIL TERMINAL GR-9, TL-2

Mod. Guardrail Terminal GR-9-TL2 shall be in accordance with section 505 of the VDOT Specifications and Std. GR-9 (501.16-501.17) except that the 50-foot length shall be reduced as necessary based on field conditions. The post spacing shall be 6'-3" as indicated on the GR-9 standard. Regrading of the existing shoulders will not be required.

H. HAND DIG AND INSTALL GUARDRAIL POST

Hand Dig and Install Guardrail Post shall be in accordance with the supplementary specification for Verification of Utilities with Regard to Guardrail Installation.

I. WORK AREA MAINTENANCE OF TRAFFIC

The Contractor shall submit a MOT plan, sequenced with his plan of operations, to the County for review and approval prior to commencement of work. The plan shall be designed and implemented in accordance with the *Virginia Work Area Protection Manual*, the *MUTCD*, the VDOT Road and Bridge Specifications, and the requirements provided herein.

The price shall include all items required for a single or double the lane closure including electronic message boards (minimum of 3 days prior to closing any lanes and during any lane closure in each direction), flagger service, electronic arrows, warning lights, channelizing devices, impact attenuator service, Type III barricades, and truck mounted attenuators. This item will be measured in days of actual use. The temporary signs required for the lane closures are not included, they will be paid for under Maintenance of Traffic Temporary Signs.

J. MAINTENANCE OF TRAFFIC (STR. NO.)

The Contractor shall submit a MOT plan, sequenced with his plan of operations, to the County for review and approval prior to commencement of work. The plan shall be designed and implemented in accordance with the *Virginia Work Area Protection Manual*, the *MUTCD*, the VDOT Road and Bridge Specifications, and the requirements provided herein.

Maintenance of traffic including electronic message boards (minimum of 3 days prior to closing any lanes and during any lane closure in each direction), flagger service, pilot vehicles, electronic arrows, warning lights, channelizing devices, traffic barrier service, traffic barrier service guardrail terminals, impact attenuator service, construction pavement markings, construction pavement message markings, temporary pavement markers, eradication of existing pavement markings, temporary detours, aggregate material, Type III barricades, construction signs, and truck mounted attenuators will be paid for on a lump sum basis per structure. The lump sum price shall be for providing maintenance of traffic for a single structure identified in the Contract by its structure number.

K. MAINTENANCE OF TRAFFIC TEMPORARY SIGNS (TYPE)

The Contractor shall submit a MOT plan, sequenced with his plan of operations, to the County for review and approval prior to commencement of work. The plan shall be designed and implemented in accordance with the *Virginia Work Area Protection Manual*, the *MUTCD*, the VDOT Road and Bridge Specifications, and the requirements provided herein.

Maintenance of Traffic Temporary Signs will be paid for on a lump sum basis. The lump sum price shall be for providing all temporary signs required for the lane closure that is necessary to complete the work assigned by the County.

L. EPOXY OVERLAY REMOVAL

Epoxy Overlay Removal shall consist of completely removing and disposing of an existing epoxy overlay on a bridge superstructure. The proposed method of removing the existing overlay shall be submitted to the County for review and approval prior to starting work. No concrete shall be removed from the bridge superstructure during overlay removal. Any areas where the deck concrete is removed more than ¼" shall be repaired by the Contractor at his own expense.

This item is for the removal of the existing overlay only. Final surface preparation for a new epoxy overlay shall be in accordance with Section 431 of the VDOT Road and Bridge Specifications and will be paid for under Epoxy Overlay.

The price shall be full compensation for removing and properly disposing of the existing overlay from bridge surfaces and all labor, tools, equipment, and incidentals necessary to complete the work.

M. SILICONE JOINT SEALANT (VARIOUS WIDTHS)

Silicone joint sealant shall be performed in accordance with Section 427 of the Specifications. The width of the silicone joint sealant shall match the width of the existing joint.

N. PREPARE AND SPOT COAT EXISTING STRUCTURE (STR. NO.) (TYPE B)

Prepare and Spot Coating shall be performed in accordance with Section 411 of the Specifications. All bearings shall be inspected by the Engineer after they are cleaned and before painting to ensure they are working properly.

Finish coating color shall match existing. Color shall be submitted to the County for approval prior to

application.

Potential for Asbestos – The Contractor is advised that any utility pipe or conduit and/or exposed areas of bearing pads or isolator/insulator pads could potentially contain asbestos. Any such features shall be protected so as to eliminate possible disturbance from mechanical paint removal operations.

O. EXPANSION JOINT PREPARATION

Expansion Joint Preparation shall consist of removing and disposing of existing joint material, cleaning the joint by abrasive blasting, and saw cutting the joint when necessary. A saw guide shall be provided for all saw cutting. Sawing to a line or mark by visual means only will not be permitted. The saw guide shall be a template or track capable of controlling the saw in the desired direction to produce a straight line.

P. EXPANSION JOINT RECONSTRUCTION

Expansion Joint Reconstruction shall be in accordance with Section 412.03 (b) of the Specifications. For Structure No. 0001, the depth of concrete removal on the bridge deck shall be limited to 2" in order to avoid damage to the prestressed concrete beams. The new concrete on the deck surface shall match the elevation of the adjacent surfaces. The existing 2" overlay on the bridge deck shall be removed and recast for a length of 2 feet in order to allow for a smooth transition to the existing deck elevations. The joint width between the bridge deck and the existing structures shall be 1 ½" maximum.

Q. BEAM END REPAIR

Beam End Repair shall consist of removing and disposing of existing concrete, replacing existing reinforcing steel as may be required by Section 412.03 of the Specifications, preparing the contact surfaces, furnishing, and placing a bond breaker when required, and furnishing and placing new concrete in accordance with the with the details and requirements herein and Section 412 of the specifications. Exposed undamaged existing reinforcing steel shall be abrasive blast cleaned and reused. No sound concrete shall be removed from prestressed beams that further exposes the prestressed strands. All sawcuts on prestressed beams shall be limited to ½" depth to avoid cutting the prestressed strands.

No Beam End Repair shall be performed in a span lane that is under traffic unless approved by the County. The repaired Beam End shall not be subject to live load until the new concrete has obtained a minimum compressive strength of 3,000 psi.

The bearing area of the Beam End Repair shall be placed against the existing bearing plate or the bridge seat if no bearing plate is present. If no bearing plate is present, a bond breaker shall be placed at the interface of the beam end and the seat.

The cost of jacking and supporting beams that may be required to accomplish this work shall be paid for under the pay item Jacking and Blocking, except Jacking and Blocking will not be permitted on Structure 5064 because the beams are doweled into the substructure. For Structure 5064, Supporting the beams during Beam End Repair shall be paid under Temporary Beam Support (Str. No. 5064).

R. JACKING AND BLOCKING BEAMS

Jacking and Blocking shall consist of jacking, blocking, and supporting beams in accordance with the requirements of Section 412 of the Specifications.

A suggested jacking detail is shown in the sketches. This suggested detail is for illustration purposes, and the actual details will vary depending on site specific conditions.

The Contractor shall develop a plan for jacking, blocking, and supporting beams which shall be submitted to the County for review and approval. The plan shall be designed and stamped by a Professional Engineer licensed in the state of Virginia. The cost of preparing the plan shall be included in the price bid for Jacking and Blocking.

S. CONCRETE SUPERSTRUCTURE SURFACE REPAIR

Concrete Superstructure Surface Repair shall be done in accordance with Section 412 of the Specifications. No sound concrete shall be removed from prestressed beams that further exposes the prestressed strands. All sawcuts on prestressed beams shall be limited to ½" depth to avoid cutting the prestressed strands.

T. REMOVE AND REPLACE CONCRETE CURB AND GUTTER

Remove and Replace Concrete Curb and Gutter shall consist of removing and disposing of the existing curb and gutter as directed by the County. The curb and gutter shall be replaced in-kind and in accordance with Arlington Standards.

Cost includes removing and disposing of damaged curb and gutter, furnishing and placing new base material and concrete, repairing any asphalt damaged during the removal process and all materials, labor, tools and incidentals necessary to complete the work.

U. REPLACE ALUMINUM RAIL (3 ½", 4", 5")

Replace Aluminum Rail (Size) shall consist of removing and disposing of existing damaged rail sections and furnishing and placing new aluminum rails of the same size, new toggle bolts, new set screws, and new sleeves, and performing any welding necessary to install the new rail sections in accordance with the details and requirements herein and Section 410 of the specifications.

V. RESET EXISTING LOW-PROFILE BEARING

Low profile bearings shall include but are not limited to elastomeric, bronze lubricated, and roller bearings.

Reset Existing Low Profile Bearing shall consist of removing existing welds connecting sole plate to girder; grinding girder flange to remove burrs; repositioning the bearing elements, including sole plate in relation to the anchor bolts; welding sole plate to girder; inspecting new welds; cleaning and applying paint to new welds and disturbed areas; and providing environmental, worker and safety protection, and disposal of material in accordance with the requirements herein, and Sections 408 and 413 of the Specifications.

The following procedure shall be adhered to when resetting the bearings:

1. Each of the girders shall be jacked enough to relieve pressure from bearing, ¼" maximum. The difference in elevation between adjacent beams during jacking and blocking shall not be greater than 1/8". Jacks shall not be subject to live load during jacking. The cost of jacking and supporting beams shall be paid for under the pay item Jacking and Blocking Beams.
2. Remove existing fillet welds connecting sole plate to girder by grinding. Care shall be taken to avoid damaging the steel beam. The Contractor will be responsible for any damage to the existing steel beams.
3. Grind bottom flange to remove burrs. Clean bottom of flange in accordance with Specifications Section 411.05(a) Method 5.
4. Reposition sole plate and other bearing elements to align with anchor bolts. Center anchor bolts in sole plate holes at 60 degrees F. Adjustments shall be made when bearings are positioned at

- temperatures other than 60 degrees F. These adjustments shall be determined by the Engineer.
5. Release jacks at that girder.
 6. Re-weld sole plate to girder flange using a 3/8" fillet weld. New welds shall be inspected by magnetic particle testing to be performed by the Contractor.
 7. The new welds and all areas where existing paint is disturbed shall be cleaned and painted using Paint System B in accordance with Section 411 of the Specifications.
 8. The existing structure is designated a Type B structure in accordance with Section 411 of the Specifications.

W. CLEAN DECK DRAIN

Clean Deck Drain shall consist of removing all dirt, debris and vegetation from the deck drain cover, scupper and drainpipes.

X. REPLACE STREET LIGHT COVER

Replace Street Light Cover shall consist of furnishing and installing a new street light cover and any necessary hardware or accessories in-kind or as directed by the County.

Y. BRIDGE CLEANING AND WASHING

Bridge Cleaning and Washing shall be in accordance with the supplementary specification for Bridge Cleaning and Washing.

Z. BRIDGE SWEEPING

Bridge Sweeping shall consist of removing and disposing of all loose debris on the bridge superstructure. Surfaces to be cleaned include the bridge roadway, shoulder, joints, drainage grates, scuppers, sidewalks, curbs and medians. Drainpipes that terminate within one foot of the bottom of the superstructure shall also be included in the cleaning.

Limits of cleaning for the longitudinal direction shall be from back of backwall (or paving notch) to back of backwall (or paving notch). Limits of cleaning for the transverse direction shall be the face of exterior bridge railing to face of exterior bridge railing. The price bid shall include removing and disposing of all debris from the bridge surfaces. Measurement for payment will be the actual surface area of the bridge that is cleaned. Mobilization, Maintenance of Traffic, and removing all debris and vegetation from the scuppers and drainpipes will be considered incidental and will not be measured for payment.

This price shall be full compensation for collecting, removing and properly disposing of debris from bridge surfaces, Maintenance of Traffic, Mobilization and all labor, tools, equipment, and incidentals necessary to complete the work.

AA. STRUCTURAL STEEL

Structural Steel shall be measured in pounds and paid for at the contract unit price per pound (LB) which shall be full compensation for any type of Structural Steel required for any bolted steel retrofit, replacement or repair of existing steel. Repairs may include but are not limited to diaphragm replacement, stiffener replacement or bolted retrofits for deteriorated steel. The Contractor shall submit repair details and shop drawings to the County for review and approval prior starting work. The cost shall include the removal of existing steel, completing the repair or retrofit, bolts, environmental and worker protection, material disposal, and all materials, labor, tools and incidentals necessary to complete the work.

BB. PAINT EXISTING RAILING (STR. NO.)

Paint Existing Railing shall consist of removing all dirt, grease, oil, loose paint and surface rust and repainting existing handrails, fencing or bridge rails. The paint type and color shall match existing and shall be approved by the County prior to painting. The lump sum price shall include all labor, tools and incidentals necessary to complete the work.

CC. REMOVE EXISTING BRIDGE LIGHTING

Remove Existing Bridge Lighting shall consist of removing and disposing of all light fixtures and electric cable attached to the bridge railing. Workmanship shall conform the standards of the NEC and the requirements of the local power company and Arlington County. The lump sum price shall include all labor, tools and incidentals necessary to complete the work.

DD. REATTACH HANDRAIL

Reattach Handrail shall consist of reattaching handrails that have become unattached to their supports. Handrails shall be securely attached as they were originally intended. The Contractor shall submit a plan for reattaching the handrails to the County for review and approval prior to starting work. The lump sum price shall include all labor, hardware, materials, tools and incidentals necessary to complete the work.

EE. CONCRETE SUBSTRUCTURE SURFACE REPAIR

Concrete Substructure Surface Repair shall be done in accordance with Section 412 of the Specifications. Bearing seats shall be carefully and neatly sawn where possible or line drilled with a 5/8" diameter drill to "square" out the section of concrete to be removed. Final removal of the existing material shall be done with light power tools in a manner that the concrete below the bearings will not be damaged. Under no circumstances shall the Contractor remove or damage any structurally sound concrete that is below the bearings. Any loss of bearing area shall be brought to the attention of the County prior to casting new concrete.

Shotcrete may be used for culvert repairs in accordance with Section 412 of the VDOT Road and Bridge Specifications.

FF. RECONSTRUCT BRIDGE SEAT (TYPE A)

Reconstruct Bridge Seat (Type A) shall be performed in accordance with Section 412 of the Specifications and the details herein.

GG. REPOINT MORTAR JOINTS

Repoint Mortar Joints shall be in accordance with the supplementary specification for Repoint Mortar Joints.

HH. DEBRIS REMOVAL

Debris Removal shall consist of removing and disposing of all trees, limbs, large stones, gravel, or other debris that is blocking the flow of water through the bridge or culvert opening.

Cost includes removing and disposing of debris, site access, and all materials, labor, tools, and incidentals necessary to complete the work.

II. TEMPORARY BEAM SUPPORT (STR. NO. 5064)

Temporary Beam Support (Str. No. 5064) shall consist of designing and constructing a temporary support system for the beams on Structure No. 5064 to be used during beam seat repairs or beam end repairs.

The Contractor is advised that these beams are doweled into the existing substructure and cannot be lifted by means of jacking and blocking.

A Temporary Beam Support will be required for any beam on Structure No. 5064 where concrete is removed from the beam end or bearing seat. The Contractor shall develop a plan for temporary support of the beam end to be repaired which shall be submitted to the County for review and approval. The plan shall include all necessary details and structural calculations and shall be designed and stamped by a Professional Engineer licensed in the state of Virginia. The temporary support shall be designed to support a maximum factored load equal to 30 kips.

The price shall include design, plans, furnishing, installing, and removing the temporary support, and all materials, labor, tools and incidentals necessary to complete the work.

JJ. REMOVE AND REPLACE EXISTING OUTLET APRON

Remove Existing Outlet Apron shall consist of removing the existing concrete or stone outlet apron in accordance with Section 413 of the VDOT Road and Bridge Specifications and as directed by the County. The outlet apron shall be replaced with Grouted Riprap, Class I, as specified herein. Grouted Riprap, Class 1, shall be included in the price bid for Grouted Riprap.

KK. TEMPORARY STREAM DIVERSION

Temporary Stream Diversion shall consist of diverting the stream during culvert repair operations, removal of existing outlet aprons and the installation of grouted riprap. The stream shall be diverted into existing adjacent pipes/culverts or into separate smaller pipes within the existing. The Contractor shall submit the proposed method of stream diversion to the County for review and approval prior to commencement of work. Cost shall include installation, maintenance and complete removal when the diversion is no longer needed. The lump sum price shall include all materials, labor, tools and incidentals necessary to complete the work.

LL. REMOVE AND REPLACE DAMAGED CONCRETE APRON (STR. NO. 5011)

Remove and Replace Damaged Concrete Apron shall consist of removing damaged concrete and replacing in accordance with the details provided herein. The existing concrete shall be demolished and removed with hand tools, no excavation or equipment will be allowed in the stream.

Concrete shall be Class A3 or Class T3 in accordance with Section 217 of the VDOT Road and Bridge Specifications. Concrete will be paid under a separate item.

Cofferdams shall be constructed with sandbags lined with plastic. Water from the work zone shall be pumped into a silt bag downstream.

Cost includes removing and disposing of damaged concrete, cofferdams, dewatering, and all materials, labor, tools and incidentals necessary to complete the work.

MM. REMOVE VEGETATION

Remove Vegetation shall consist of removing all vegetation growing on a structure or as directed by the County. Vegetation shall be removed to the ground level, excavation or stump removal will not be required. No trees are to be removed or trimmed without a written request from the County. Cost shall include removing and disposing of the vegetation and all materials, labor, tools, and incidentals necessary to complete the work.

3. MEASUREMENT AND PAYMENT FOR NON- STANDARD ITEMS

Site Mobilization shall be measured in units of each and paid for at the contract unit price per each.

Crack Sealant/Filler (Type A) shall be measured in pounds and paid for at the contract unit price per pound.

Mod. Fixed Object Attachment GR-FOR-1 shall be measured in units of each and paid for at the contract unit price per each.

Mod. Guardrail Terminal GR-MGS2, TL-2 shall be measured in units of each and paid for at the contract unit price per each.

Mod. Fixed Object Attachment GR-FOA-5 shall be measured in units of each and paid for at the contract unit price per each.

Mod. Guardrail Terminal GR-9, TL-2 shall be measured in units of each and paid for at the contract unit price per each.

Hand Dig and Install GR Post shall be measured in units of each and paid for at the contract unit price per each.

Work Area Maintenance of Traffic shall be measured in units of days and paid for at the contract unit price per day.

Maintenance of Traffic (Str. No.) shall be paid for at the contract lump sum price, limit one lump sum price for each structure.

Maintenance of Traffic Temporary Signs (Type) shall be paid for at the contract lump sum price, limit one lump sum price for each lane closure set up.

Epoxy Overlay Removal shall be measured in units of square yard and paid for at the contract unit price per square yard.

Remove and Replace Concrete Curb and Gutter shall be measured in units of linear feet and paid for at the contract unit price per linear foot.

Replace Aluminum Rail (3 ½", 4", 5") shall be measured in units of linear feet and paid for at the contract unit price per linear foot.

Reset Existing Low-Profile Bearing shall be measured in units of each and paid for at the contract unit price per each.

Clean Deck Drain shall be measured in units of each and paid for at the contract unit price per each.

Replace Street Light Cover shall be measured in units of each and paid for at the contract unit price per each.

Bridge Cleaning and Washing shall be measured in units of square yard and paid for at the contract unit price per square yard.

Bridge Sweeping shall be measured in units of square yard and paid for at the contract unit price per square yard.

Structural Steel shall be measured in units of pounds and paid for at the contract unit price per pound.

Paint Existing Railing (Str. No.) shall be paid for at the contract lump sum price, limit one lump sum price for each structure.

Remove Existing Bridge Lighting shall be paid for at the contract lump sum price, limit one lump sum price for each structure.

Reattach Handrail shall be paid for at the contract lump sum price for each structure.

Repoint Mortar Joints shall be measured in units of linear feet and paid for at the contract unit price per linear foot.

Debris Removal shall be measured in units of cubic yards and paid for at the contract unit price per cubic yard.

Temporary Beam Support (Str. No. 5064) shall be measured in units of each and paid for at the contract unit price per each.

Remove and Replace Existing Outlet Apron shall be paid for at the contract lump sum price, limit one lump sum price for each structure.

Temporary Stream Diversion shall be paid for at the contract lump sum price, limit one lump sum price for each structure.

Remove and Replace Damaged Concrete Apron (Str. No. 5011) shall be paid for at the contract lump sum price.

Remove Vegetation shall be paid for at the contract lump sum price, limit one lump sum price for each structure.

The prices bid for these items shall include all work in place, as described under the item descriptions, including all tools, equipment, labor, materials, clearing and grubbing, demolition, saw-cutting, materials testing, and erosion and sediment control and any incidentals required to complete the work.

4. SUMMARY OF ITEMS

Description	Item Code	Unit	Spec.¹
NS MOBILIZATION SITE MOBILIZATION	98	EA	PLAN
CONCRETE SIDEWALK, 4" THICKNESS (ARLINGTON COUNTY DETAIL R-2.0)	110	SY	COUNTY STD.
NS CRACK SEALANT/FILLER TYPE A	10497	LB	PLAN
GUARDRAIL GR-MGS1	13280	LF	505
NS GUARDRAIL MOD. FIXED OBJECT ATTACHMENT GR-FOA-1	13401	EA	505/PLAN
NS GUARDRAIL MOD. GUARDRAIL TERMINAL GR-MGS2, TL-2	13401	EA	505/PLAN
NS GUARDRAIL MOD. FIXED OBJECT ATTACHMENT GR-FOA-5	13401	EA	505/PLAN
NS GUARDRAIL MOD. GUARDRAIL TERMINAL GR-9, TL-2	13401	EA	505/PLAN
ASPHALT CONCRETE TY. SM-9.5D	16340	TON	315
NS WORK AREA MAINTENANCE OF TRAFFIC	24340	DAY	512/PLAN
REMOVE EXISTING GUARDRAIL	24600	LF	505
NS UTILITIES HAND DIG AND INSTALL GR POST	49012	EA	PLAN
NS MAINTENANCE OF TRAFFIC (STR. NO.)	52000	LS	512/PLAN
NS MAINTENANCE OF TRAFFIC TEMPORARY SIGNS (SINGLE LANE CLOSURE)	52000	LS	512/PLAN
NS MAINTENANCE OF TRAFFIC TEMPORARY SIGNS (DOUBLE LANE CLOSURE)	52000	LS	512/PLAN
TYPE B CLASS VI PAVE. LINE MARKING 4", CONTRAST	54079	LF	512
ANCHOR BOLT REPLACEMENT	68166	EA	412
EMBEDDED GALVANIC ANODES	68180	EA	412
REPLACE BEARING	68192	EA	412
FIELD WELDING - FILLET WELD	68283	LF	-
NS MILLING EPOXY OVERLAY REMOVAL	68317	SY	PLAN
H.E.S PATCHING TYPE B	68322	SY	412
H.E.S PATCHING TYPE C	68332	SY	412
SILICONE JOINT SEALANT (VARIOUS WIDTHS)	68408	LF	427
EPOXY-MORTAR PATCHING	68430	GAL	412
PREPARE AND SPOT COAT EXISTING STRUCTURE (STR. NO.) (TYPE B)	68455	SF	411
RECOAT EXISTING STRUCTURE (STR. NO. 0020) (TYPE B)	68472	LS	411
ENVIRONMENTAL PROTECTION & HEALTH & SAFETY (STR. NO.)	68474	LS	411
DISPOSAL OF MATERIAL (STR. NO.) (TYPE B)	68490	LS	411
EXPANSION JOINT RECONSTRUCTION (HES)	68573	LF	412
CLEAN AND RESEAL EXPANSION JOINT (TYPE A SILICONE)	68574	LF	412
EXPANSION JOINT PREPARATION	68575	LF	412
BACKWALL RECONSTRUCTION	68578	LF	412
BEAM END REPAIR	68580	EA	412
JACKING AND BLOCKING BEAMS	68590	EA	412
CONCRETE SUPERSTRUCTURE SURFACE REPAIR	68600	SY	412

Description	Item Code	Unit	Spec.¹
EPOXY OVERLAY	68675	SY	431
NS REMOVE AND REPLACE CONCRETE CURB AND GUTTER	68902	LF	PLAN
NS REPLACE ALUMINUM RAIL (3 1/2", 4", 5")	68902	LF	PLAN
NS RESET EXISTING LOW-PROFILE BEARING	68904	EA	PLAN
NS CLEAN DECK DRAIN	68904	EA	PLAN
NS REPLACE STREET LIGHT COVER	68904	EA	PLAN
NS STRUCTURAL STEEL	68907	LB	PLAN
NS PAINT EXISTING RAILING (STR NO.)	68908	LS	PLAN
NS REMOVE EXISTING BRIDGE LIGHTING	68908	LS	PLAN
NS REATTACH HANDRAIL	68908	LS	PLAN
NS BRIDGE CLEANING AND WASHING	68910	SY	PLAN
NS BRIDGE SWEEPING	68910	SY	PLAN
CONCRETE CLASS A3	69030	CY	412
SHOTCRETE, CLASS A	69074	SF	412
CRACK REPAIR TYPE B	69493	LF	412
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	412
DRY RIPRAP CL. A1 20"	69625	TON	414
DRY RIPRAP CL. II 38"	69639	TON	414
GROUTED RIPRAP	69675	TON	414
RECONSTRUCT BRIDGE SEAT (TYPE A)	69815	EA	412
NS REPOINT MORTAR JOINTS	69901	LF	PLAN
NS DEBRIS REMOVAL	69900	CY	PLAN
NS TEMPORARY BEAM SUPPORT (STR. NO. 5064)	69905	EA	PLAN
NS REMOVE AND REPLACE EXISTING OUTLET APRON	69906	LS	PLAN
NS TEMPORARY STREAM DIVERSION	69906	LS	PLAN
NS REMOVE AND REPLACE DAMAGED CONCRETE APRON (STR. NO. 5011)	69906	LS	PLAN
NS REMOVE VEGETATION	69906	LS	PLAN

1. Reference to VDOT Road and Bridge Specifications. "PLAN" indicates that the item is described herein.

Schedule of Bridges for Cleaning and Washing					
Structure Number	Description	Number of Spans	Total Length (Avg.) (ft)	Avg. Width (Including Vertical Faces of Curbs and Rails) (ft)	Area (SY)
1008	Columbia Pike over Four Mile Run	5	188	46	961
5008	South Walter Reed Drive Over Four Mile Run	2	200	85	1889
5009	Carlin Springs Road over Four Mile Run	1	75	89	742
5010	Carlin Springs Road over George Mason Drive	1	75	77	642
5011	George Mason Drive WBL over Four Mile Run	3	210	40	934
5012	George Mason Drive EBL over Four Mile Run	3	210	40	934
5013	17th Street North over Fort Myer Drive	1	123	78	1066
5014	North Sycamore Street SBL over Four Mile Run	1	132	40	587
5015	North Sycamore Street NBL over Four Mile Run	1	126	40	560
5024	Ramp B over Garage Entrance	2	35	25	98
8900	Shirlington Road over Four Mile Run	2	112	80	996

5. SCHEDULE OF STRUCTURES

PEDESTRIAN WALKWAY OVER GEORGE WASHINGTON PARKWAY

ARLINGTON COUNTY

VA STRUCTURE NO. 000-0000

STRUCTURE ID NO. 00000

LATITUDE N 38° 53' 53.56"

LONGITUDE W 77° 04' 4.75"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
ASPHALT CONCRETE TY. SM-9.5A	10635	TON	2	Approach Pavement
NS PAINT EXISTING HANDRAILS (STR. NO. 0000)	68908	LS	1	

PEDESTRIAN BRIDGE OVER NORTH NASH STREET

ARLINGTON COUNTY

VA STRUCTURE NO. 000-0001

STRUCTURE ID NO. 00000

LATITUDE N 38° 53' 46.1"

LONGITUDE W 77° 04' 23.0"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 0001)	52000	LS	1	
SILICONE JOINT SEALANT (VARIOUS WIDTHS)	68408	LF	24	Both Ends of Bridge

EMBEDDED GALVANIC ANODES	68180	EA	48	
EXPANSION JOINT RECONSTRUCTION (HES)	68573	LF	24	Both Ends of Bridge
CONCRETE SUPERSTRUCTURE SURFACE REPAIR	68600	SY	36	Beams
NS PAINT EXISTING RAILING (STR NO. 0001)	68908	LS	1	Railing on Bridge and East Approach Stairway

PEDESTRIAN BRIDGE OVER LITTLE PIMMIT RUN				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-0020</u>				
STRUCTURE ID NO. <u>00000</u>				
LATITUDE <u>N 38° 54' 53.6"</u>				
LONGITUDE <u>W 77° 08' 39.9"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
EMBEDDED GALVANIC ANODES	68180	EA	12	
RECOAT EXISTING STRUCTURE (STR. NO. 0020) (TYPE B)	68472	LS	1	Beams and Diaphragms
ENVIRONMENTAL PROTECTION & HEALTH & SAFETY (STR. NO. 0020)	68474	LS	1	
DISPOSAL OF MATERIAL (STR. NO. 0020) (TYPE B)	68490	LS	1	
NS STRUCTURAL STEEL	68907	LB	250	3/8" thick plates over holes in webs
SHOTCRETE, CLASS A	69074	SF	50	Stone Wingwalls
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	8	Abutment A and B

FREEDOM PARK RAMP C				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-1006</u>				
STRUCTURE ID NO. <u>00000</u>				
LATITUDE <u>N 38° 53' 39.11"</u>				
LONGITUDE <u>W 77° 04' 14.5"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
EMBEDDED GALVANIC ANODES	68180	EA	12	
CLEAN AND RESEAL EXPANSION JOINT (TYPE A SILICONE)	68574	LF	30	Abut. A South Wingwall Vertical Joint

CONCRETE SUPERSTRUCTURE SURFACE REPAIR	68600	SY	8	Parapet
NS REATTACH HANDRAIL	68908	LS	1	Horizontal Top Rail

PEDESTRIAN BRIDGE OVER NORTH LYNN STREET / 17TH STREET NORTH				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-1007</u>				
STRUCTURE ID NO. <u>00000</u>				
LATITUDE <u>N 38° 53' 39.0"</u>				
LONGITUDE <u>W 77° 04' 15.2"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS CRACK SEALANT/FILLER TYPE A	10497	LB	75	Asphalt on Bridge
SILICONE JOINT SEALANT (VARIOUS WIDTHS)	68408	LF	80	Abutments
EXPANSION JOINT PREPARATION	68575	LF	80	Abutments

PEDESTRIAN BRIDGE OVER WILSON BOULEVARD				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-1009</u>				
STRUCTURE ID NO. <u>00000</u>				
LATITUDE <u>N 38° 53' 41.5"</u>				
LONGITUDE <u>W 77° 04' 10.2"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
EMBEDDED GALVANIC ANODES	68180	EA	12	
CONCRETE SUPERSTRUCTURE SURFACE REPAIR	68600	SY	8	Parapet at Abutment B
NS REATTACH HANDRAIL	68908	LS	1	Horizontal Top Rail

SOUTH GLEBE ROAD OVER PARKING LOT CONNECTOR				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-1031</u>				
STRUCTURE ID NO. <u>00221</u>				
LATITUDE <u>N 38° 50' 37.2"</u>				
LONGITUDE <u>W 77° 03' 23.83"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 1031)	52000	LS	1	
CONCRETE SIDEWALK, 4" THICKNESS (ARLINGTON COUNTY DETAIL R-2.0)	110	SY	9	Settled Approach Sidewalks

EMBEDDED GALVANIC ANODES	68180	EA	40	
NS PAINT EXISTING RAILING (STR NO. 1031)	68908	LS	1	Traffic Railing South Side of Culvert
CRACK REPAIR TYPE B	69493	LF	255	Interior of Culvert
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	30	Bottom, Sides and Ceiling of Culvert & Wingwalls

**PEDESTRIAN BRIDGE OVER ARLINGTON BOULEVARD
ARLINGTON COUNTY**

VA STRUCTURE NO. 000-5005

STRUCTURE ID NO. 00168

LATITUDE N 38° 53' 28.3"

LONGITUDE W 77° 04' 31.20"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5005)	52000	LS	1	
EMBEDDED GALVANIC ANODES	68180	EA	32	
SILICONE JOINT SEALANT (VARIOUS WIDTHS)	68408	LF	20	Approach Joint, both sides
EXPANSION JOINT PREPARATION	68575	LF	20	Approach Joint, both sides
NS REPLACE STREET LIGHT COVER	68904	EA	1	
NS CLEAN DECK DRAIN	68904	EA	3	
NS PAINT EXISTING HANDRAILS (STR NO. 5005)	68908	LS	1	Stairways
NS REATTACH HANDRAIL	68908	LS	1	Stairways
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	24	Stairways, Pier 1

**WILSON BLVD. OVER FOUR MILE RUN
ARLINGTON COUNTY**

VA STRUCTURE NO. 000-5007

STRUCTURE ID NO. 00013

LATITUDE N 38° 52' 30.05"

LONGITUDE W 77° 08' 00.84"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
CONCRETE SIDEWALK, 4" THICKNESS (ARLINGTON COUNTY DETAIL R-2.0)	110	SY	6	Settled Approach Sidewalks
NS GUARDRAIL MOD. GUARDRAIL TERMINAL	13401	EA	2	Replace

GR-MGS2, TL-2				Existing
NS GUARDRAIL MOD. FIXED OBJECT ATTACHMENT GR-FOA-5	13401	EA	2	Replace Existing
REMOVE EXISTING GUARDRAIL	24600	LF	110	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5007)	52000	LS	1	
EMBEDDED GALVANIC ANODES	68180	EA	24	Wingwalls & Abutments
CONCRETE SUPERSTRUCTURE SURFACE REPAIR	68600	SY	8	Curb
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	8	Wingwalls & Abutments

SOUTH WALTER REED DRIVE OVER FOUR MILE RUN**ARLINGTON COUNTY**VA STRUCTURE NO. 000-5008STRUCTURE ID NO. 00014LATITUDE N 38° 50' 45.11"LONGITUDE W 77° 05' 47.03"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS GUARDRAIL MOD. FIXED OBJECT ATTACHMENT GR-FOA-1	13401	EA	1	Abutment B Southbound Approach
NS GUARDRAIL MOD. GUARDRAIL TERMINAL GR-9, TL-2	13401	EA	1	Abutment B Southbound Approach
REMOVE EXISTING GUARDRAIL	24600	LF	35	Abutment B Southbound Approach
NS UTILITIES HAND DIG AND INSTALL GR POST	49012	EA	12	Abutment B Southbound Approach
NS MAINTENANCE OF TRAFFIC (STR. NO. 5008)	52000	LS	1	
EMBEDDED GALVANIC ANODES	68180	EA	32	
NS MILLING EPOXY OVERLAY REMOVAL	68317	SY	1200	
PREPARE AND SPOT COAT EXISTING STRUCTURE (STR. NO. 5008) (TYPE B)	68455	SF	600	Bearings and bottom of beams and crossframes at Abutments
ENVIRONMENTAL PROTECTION & HEALTH & SAFETY (STR. NO. 5008)	68474	LS	1	
DISPOSAL OF MATERIAL (STR. NO. 5008) (TYPE B)	68490	LS	1	
EPOXY OVERLAY	68675	SY	1200	Deck

H.E.S PATCHING TYPE B	68322	SY	8	
H.E.S PATCHING TYPE C	68332	SY	4	
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	12	Abutment and Pier

CARLIN SPRINGS ROAD OVER FOUR MILE RUN				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-5009</u>				
STRUCTURE ID NO. <u>00015</u>				
LATITUDE <u>N 38° 52' 03.76"</u>				
LONGITUDE <u>W 77° 07' 40.03"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
CONCRETE SIDEWALK, 4" THICKNESS (ARLINGTON COUNTY DETAIL R-2.0)	110	SY	10	
GUARDRAIL GR-MGS1	13280	LF	90	Replace Existing
NS GUARDRAIL MOD. GUARDRAIL TERMINAL GR-MGS2, TL-2	13401	EA	2	Replace Existing
NS GUARDRAIL MOD. FIXED OBJECT ATTACHMENT GR-FOA-5	13401	EA	2	Replace Existing
REMOVE EXISTING GUARDRAIL	24600	LF	190	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5009)	52000	LS	1	
TYPE B CLASS VI PAVE. LINE MARKING 4", CONTRAST	54079	LF	280	
EMBEDDED GALVANIC ANODES	68180	EA	294	
SILICONE JOINT SEALANT (VARIOUS WIDTHS)	68408	LF	162	Both Abutments
PREPARE AND SPOT COAT EXISTING STRUCTURE (STR. NO. 5009) (TYPE B)	68455	SF	1559	All Beam Ends (5' length) and Bearings
ENVIRONMENTAL PROTECTION & HEALTH & SAFETY (STR. NO. 5009)	68474	LS	1	
DISPOSAL OF MATERIAL (STR. NO. 5009) (TYPE B)	68490	LS	1	
EXPANSION JOINT PREPARATION	68575	LF	162	Both Abutments
EPOXY OVERLAY	68675	SY	675	Deck and Sidewalks
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	8	Abutments
DRY RIPRAP CL. A1 20"	69625	TON	110	Erosion area between Abutment and Retaining Wall

GEORGE MASON DRIVE WBL OVER FOUR MILE RUN				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-5011</u>				
STRUCTURE ID NO. <u>00018</u>				
LATITUDE <u>N 38° 51' 08.8"</u>				
LONGITUDE <u>W 77° 06' 21.8"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5011)	52000	LS	1	
CONCRETE CLASS A3	69030	CY	35	See Sketch
NS REMOVE AND REPLACE DAMAGED CONCRETE APRON (STR. NO. 5011)	69906	LS	1	See Sketch

17TH STREET NORTH OVER FORT MYER DRIVE				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-5013</u>				
STRUCTURE ID NO. <u>00020</u>				
LATITUDE <u>N 38° 53' 38.6"</u>				
LONGITUDE <u>W 77° 04' 20.24"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
ASPHALT CONCRETE TY. SM-9.5D	16340	TON	5	Level East Approach at Backwall
NS MAINTENANCE OF TRAFFIC (STR. NO.)	52000 - 3	LS	1	
EPOXY OVERLAY	68675	SY	667	Roadway Surface
NS REPOINT MORTAR JOINTS	69901 - 2	LF	150	Abutment Brick Face

PEDESTRIAN/BIKE BRIDGE OVER U.S. RTE. 50, ARLINGTON BOULEVARD				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-5016</u>				
STRUCTURE ID NO. <u>00169</u>				
LATITUDE <u>N 38° 52' 19"</u>				
LONGITUDE <u>W 77° 05' 43.1"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
EPOXY-MORTAR PATCHING	68430	GAL	5	Top of abutment backwalls
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	8	Abutments and Piers
EMBEDDED GALVANIC ANODES	68180	EA	12	Abutments and Piers

RECONSTRUCT BRIDGE SEAT (TYPE A)	69815	EA	1	Abutment B Bearing 2
ANCHOR BOLT REPLACEMENT	68166	EA	2	Abutment B Bearing 2
JACKING AND BLOCKING BEAMS	68590	EA	1	Abutment B Bearing 2

**RAMP B OVER GARAGE ENTRANCE
ARLINGTON COUNTY**

VA STRUCTURE NO. 000-5024

STRUCTURE ID NO. 00029

LATITUDE N 38° 53' 39.08"

LONGITUDE W 77° 04' 15.58"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5024)	52000	LS	1	
EMBEDDED GALVANIC ANODES	68180	EA	22	
CONCRETE SUPERSTRUCTURE SURFACE REPAIR	68600	SY	8	Curbs, Parapet, and deck haunches
EPOXY OVERLAY	68675	SY	90	Deck and Curbs
NS REMOVE AND REPLACE CONCRETE CURB AND GUTTER	68902	LF	10	Bridge Approach
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	8	

**SOUTH FOUR MILE RUN DRIVE OVER DOCTORS BRANCH
ARLINGTON COUNTY**

VA STRUCTURE NO. 000-5031

STRUCTURE ID NO. 00037

LATITUDE N 38° 51' 06.23"

LONGITUDE W 77° 06' 6.81"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5031)	52000	LS	1	
EMBEDDED GALVANIC ANODES	68180	EA	28	
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	20	Top, Sides and Ceiling of Culvert
DRY RIPRAP CL. II 38"	69639	TON	112	Fill scour hole at downstream apron
NS TEMPORARY STREAM DIVERSION	69906	LS	1	

16TH STREET SOUTH OVER DOCTORS BRANCH				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-5033</u>				
STRUCTURE ID NO. <u>00039</u>				
LATITUDE <u>N 38° 51' 10.37"</u>				
LONGITUDE <u>W 77° 06' 5.55"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5033)	52000	LS	1	
DRY RIPRAP CL. II 38"	69639	TON	35	Areas of Scour and Erosion Around Culvert Openings
NS DEBRIS REMOVAL	69900	CY	8	
NS PAINT EXISTING RAILING (STR NO. 5033)	68908	LS	1	Top of Headwalls Only
NS TEMPORARY STREAM DIVERSION	69906	LS	1	
SHOTCRETE, CLASS A	69074	SF	58	Stone Walls and Headwalls

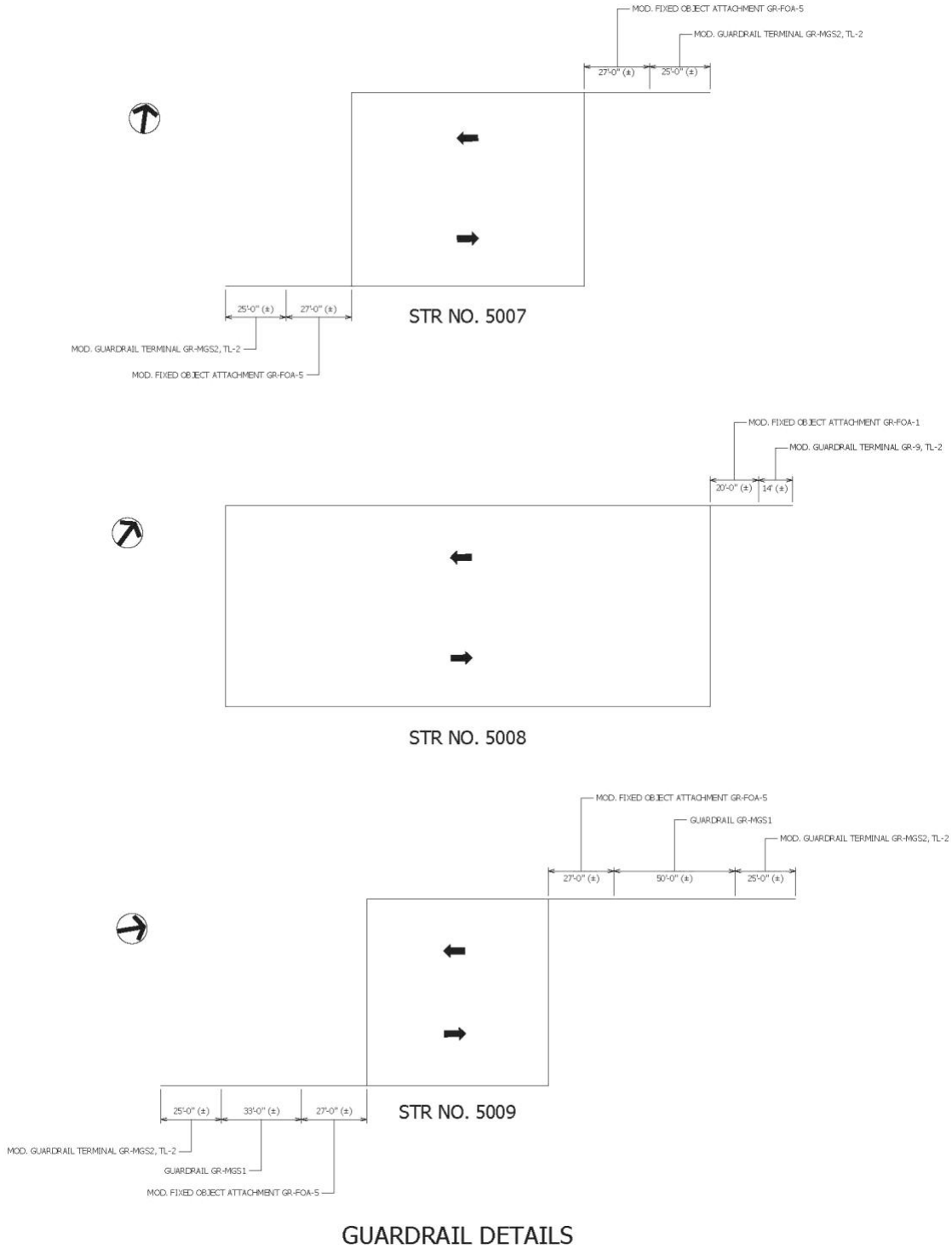
26TH STREET SOUTH OVER LONG BRANCH				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-5035</u>				
STRUCTURE ID NO. <u>00041</u>				
LATITUDE <u>N 38° 50' 55.61"</u>				
LONGITUDE <u>W 77° 04' 28.63"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS DEBRIS REMOVAL	69900	CY	55	
NS TEMPORARY STREAM DIVERSION	69906	LS	1	

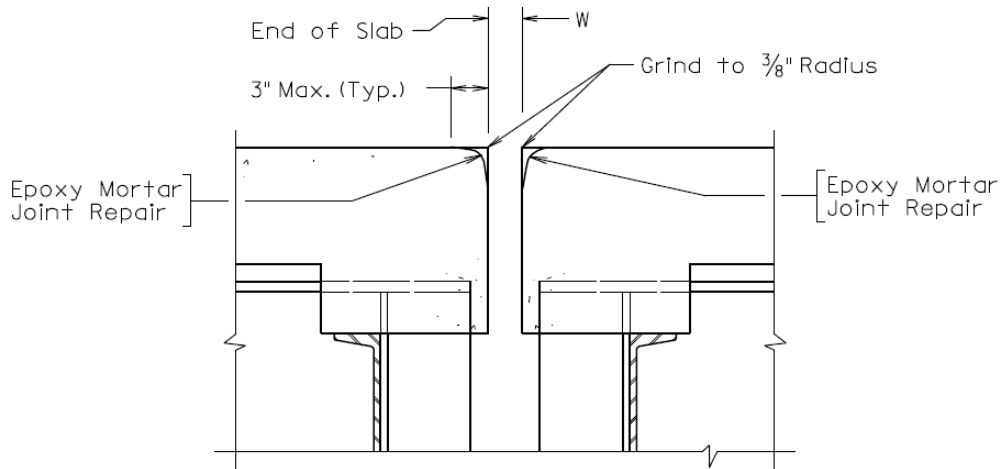
28TH STREET SOUTH/ARMY-NAVY DRIVE OVER LONG BRANCH				
ARLINGTON COUNTY				
VA STRUCTURE NO. <u>000-5036</u>				
STRUCTURE ID NO. <u>00042</u>				
LATITUDE <u>N 38° 51' 5.18"</u>				
LONGITUDE <u>W 77° 04' 27.32"</u>				
Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
DRY RIPRAP CL. II 38"	69639	Ton	7	Fill scour hole at downstream apron

PEDESTRIAN BRIDGE OVER N. FORT MYER DRIVE**ARLINGTON COUNTY**VA STRUCTURE NO. 000-5064STRUCTURE ID NO. 00000LATITUDE N 38° 53' 47.0"LONGITUDE W 77° 04' 20.9"

Description	Item Code	Unit	Quantity	Location
NS MOBILIZATION SITE MOBILIZATION	98	EA	1	
NS MAINTENANCE OF TRAFFIC (STR. NO. 5064)	52000	LS	1	
EMBEDDED GALVANIC ANODES	68180	EA	24	
BEAM END REPAIR	68580	EA	1	Abutment A, Beam 3
CONCRETE SUPERSTRUCTURE SURFACE REPAIR	68600	SY	8	Curbs and Beams
CONCRETE SUBSTRUCTURE SURFACE REPAIR	69500	SY	8	Abutments and Piers
NS TEMPORARY BEAM SUPPORT (STR. NO. 5064)	69905	EA	2	Beam 3 at Abutment A and Pier 2

6. SKETCHES





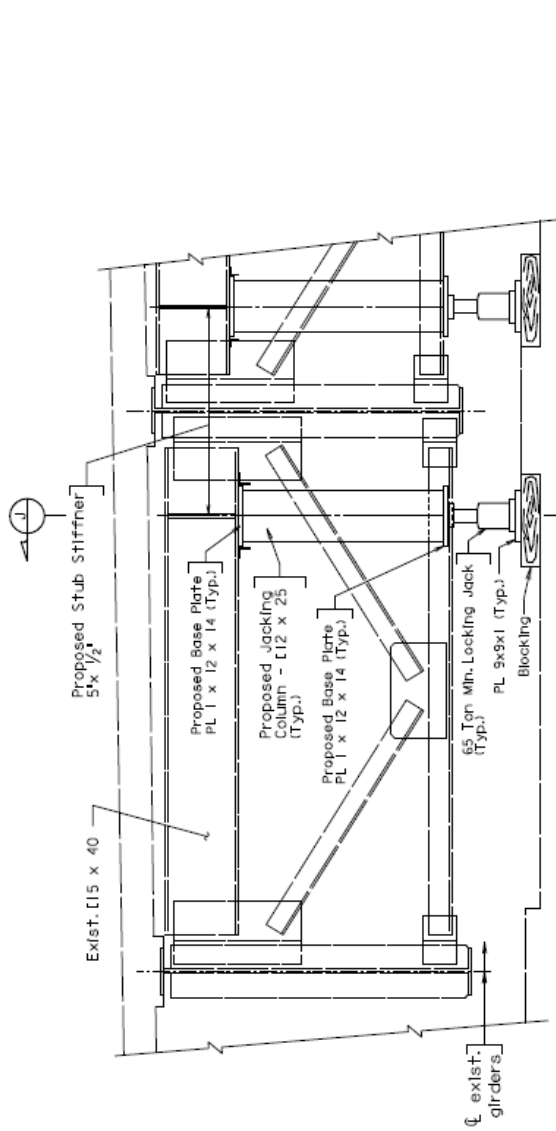
TYPICAL SECTION AT JOINT

Note:

Epoxy Mortar Joint Repair shall be as directed by the Engineer and performed in accordance with Section 243 of the Specifications.

The intent of this bid item is to repair and square up small localized areas of damage where the majority of the joint is in good condition.

EPOXY MORTAR JOINT REPAIR



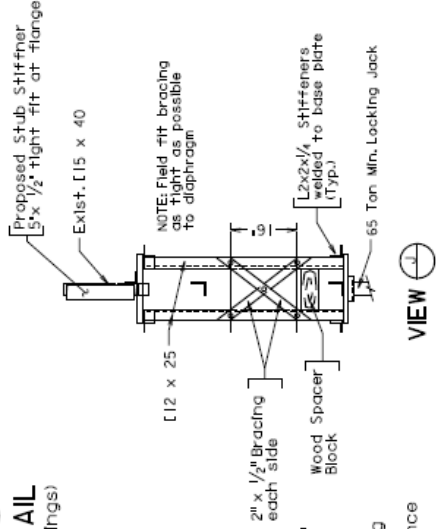
SUGGESTED JACKING DETAIL

SUGGESTED JACKING DETAIL
(For Modifying and Replacing of Bearings)

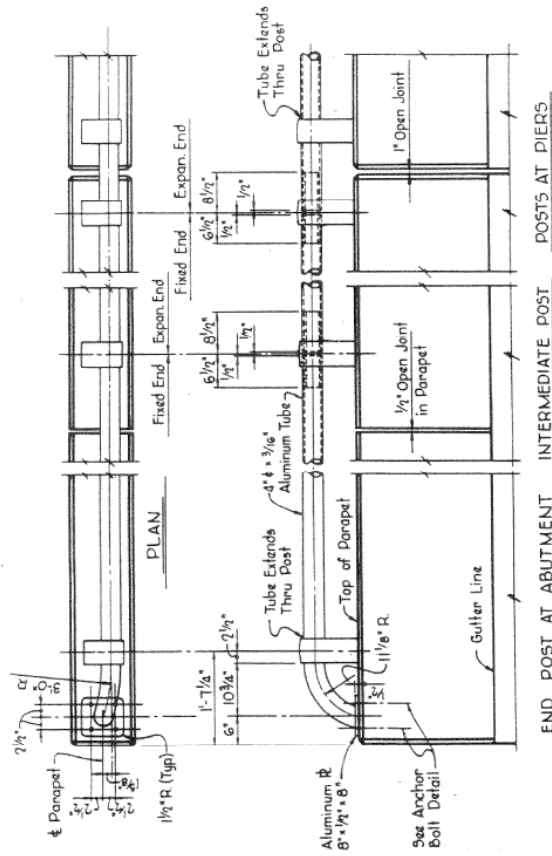
Bearing Assembly not shown.
(Details may vary per bridge site.)

Note: Stub stiffeners are to remain in place after resetting of bearings. Stiffeners, welds and areas damaged during welding to be primed and painted (may be brush applied) with System 8 paint. General surface preparation shall be performed in accordance with Section 411.04, Method 4 of the Specifications.

Note: Pressure of jack is to be applied so as to "neutralize" load on bearing while modifying and/or resetting bearings and bridge seat reconstruction. Lifting the span more than 1/4" will not be allowed. Contractor shall submit proposed jacking scheme (if different than shown) and size of jacking plates for review by the Engineer. Jacking shall be performed at a minimum of three adjacent beam ends at once to help "distribute" loads.



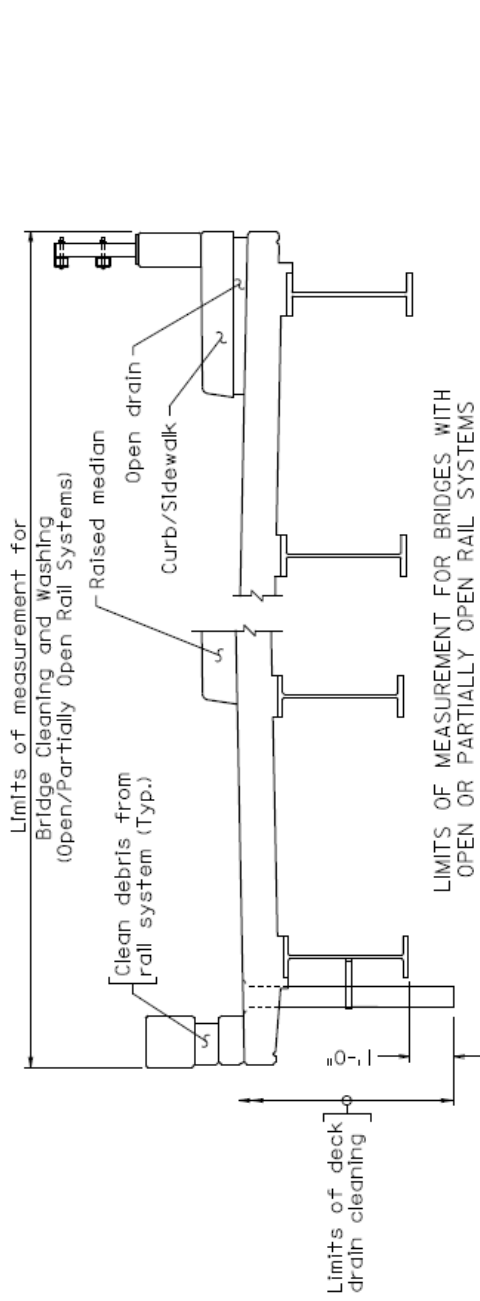
VIEW



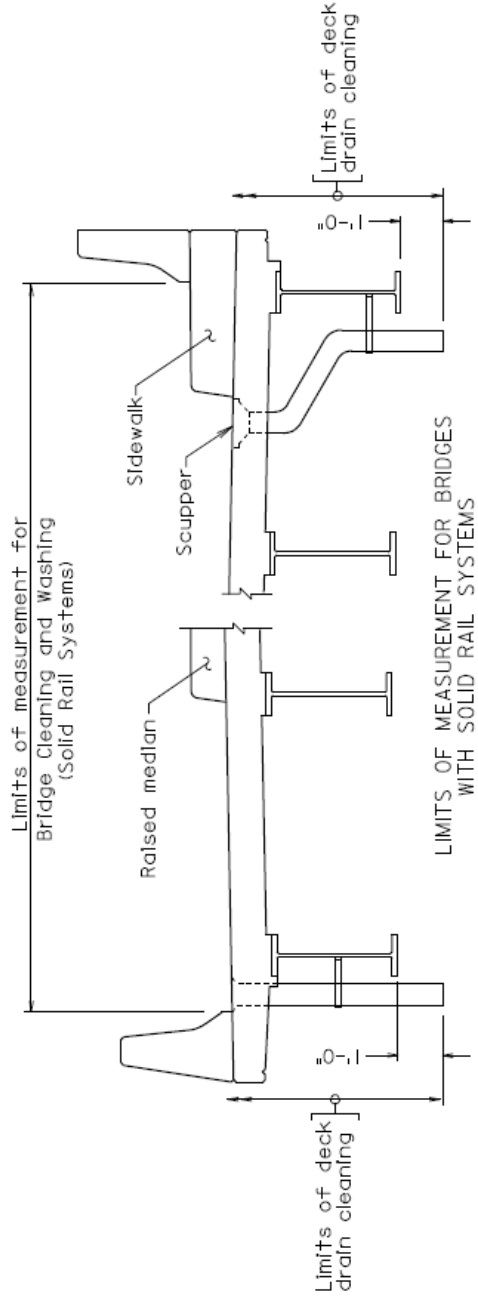
PARTIAL ELEVATION
ALUMINUM RAIL DETAILS (1 RAIL)

ALUMINUM POST DETAIL (1 RAIL),
2 RAIL SYSTEM SIMILAR (NOT SHOWN)

PARTIAL ELEVATION

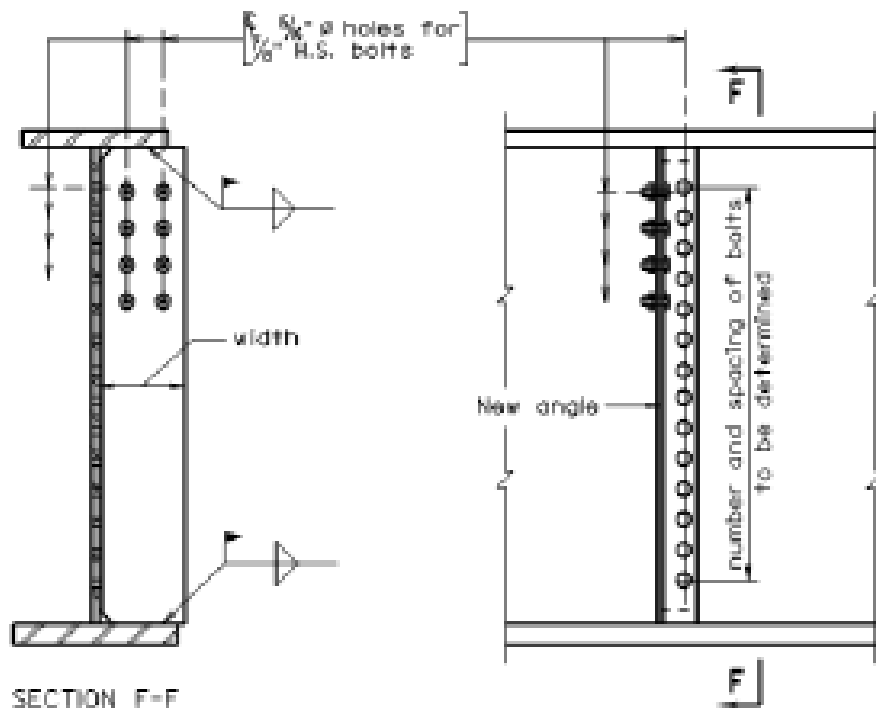


LIMITS OF MEASUREMENT FOR BRIDGES WITH OPEN OR PARTIALLY OPEN RAIL SYSTEMS



LIMITS OF MEASUREMENT FOR BRIDGES WITH SOLID RAIL SYSTEMS

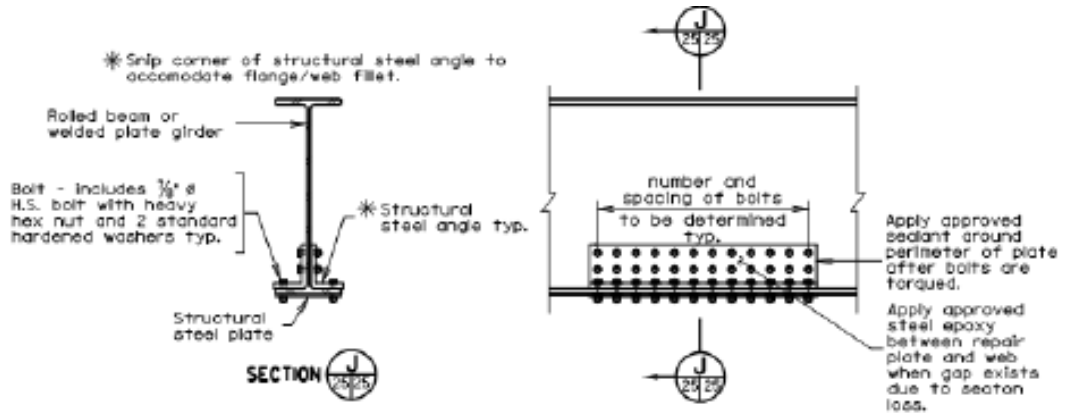
Note: Rail types and widths of sidewalks and medians will vary



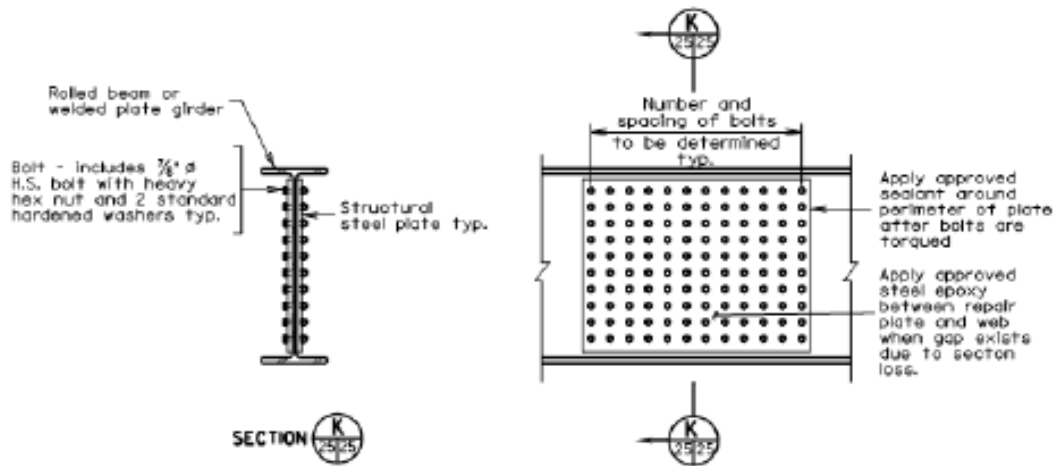
Notes:

1. Remove damaged diaphragm connector plate using air carbon-arc or carbon-arc method and grind smooth fillet welds. Contractor shall take care not to damage existing web plate and flanges at weld location.
2. Contractor shall perform approved non destructive testing (NDT) at weld locations along flanges and web. If cracks are found, the Contractor shall notify the Engineer before proceeding further with repair operations.
3. Clean and prepare surface of existing beam web and existing diaphragm in preparation for spot painting.
4. Field drill holes and install angle.

NS STRUCTURAL STEEL
Stiffener replacement example



EXAMPLE A



EXAMPLE B

BOLTED STEEL REPAIR EXAMPLES

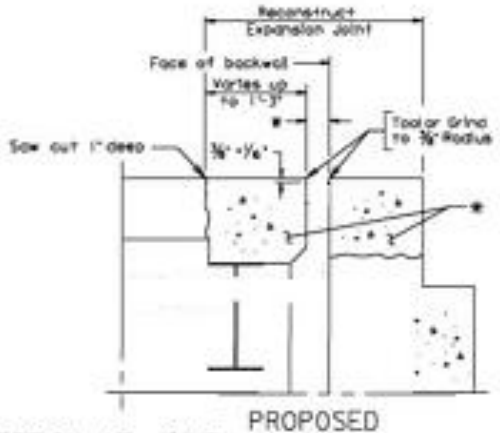
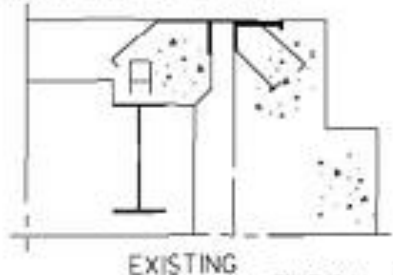
Notes:

Existing structural steel locations with existing paint/rust and proposed bolted connections shall be prepared according to Method 4 as detailed in Section 411 of the specifications, then coated with a zinc - rich primer. All bolt surfaces, including surfaces adjacent to the bolt head and nut, shall be free of dirt or other foreign material.

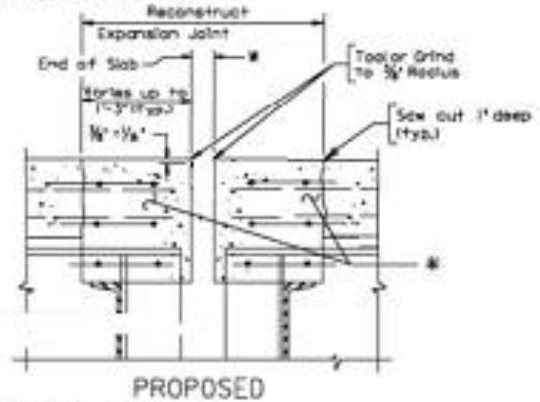
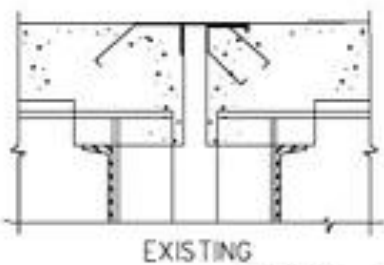
After all bolts have been placed according to Section 407 of the specifications, apply a bead of a VDOT approved sealant material along the perimeter of all retrofitted splice plates to seal any gaps that may exist.

NS STRUCTURAL STEEL

Note:
 Existing reinforcing steel to be preserved and maintained through recast concrete. See Section 412.03 of the Specifications for cleaning and repair.
 * Remove existing concrete full depth.

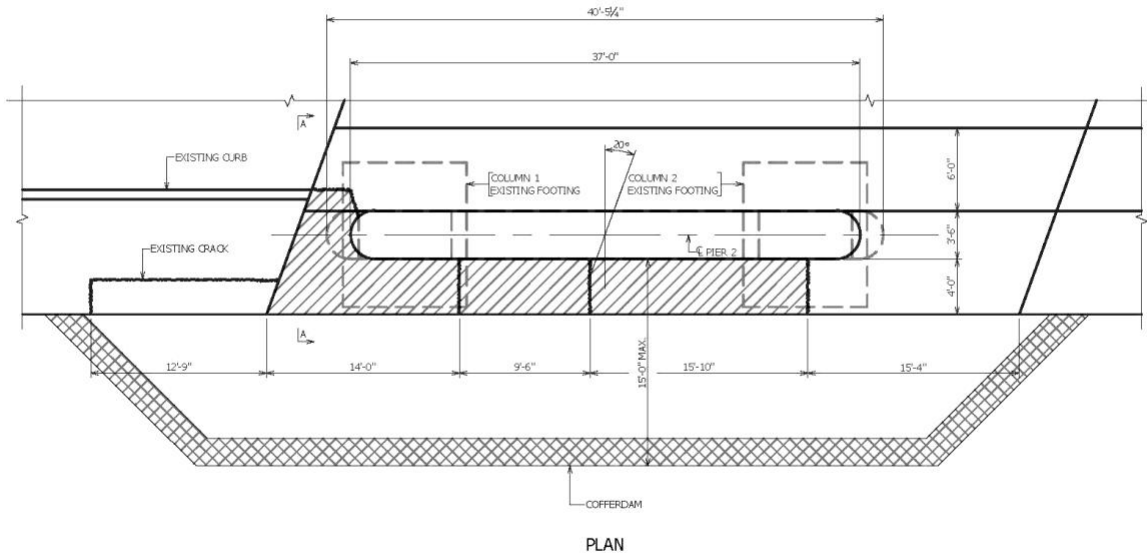


TYPICAL SECTION AT JOINT
 (Normal to joint at Abutments)

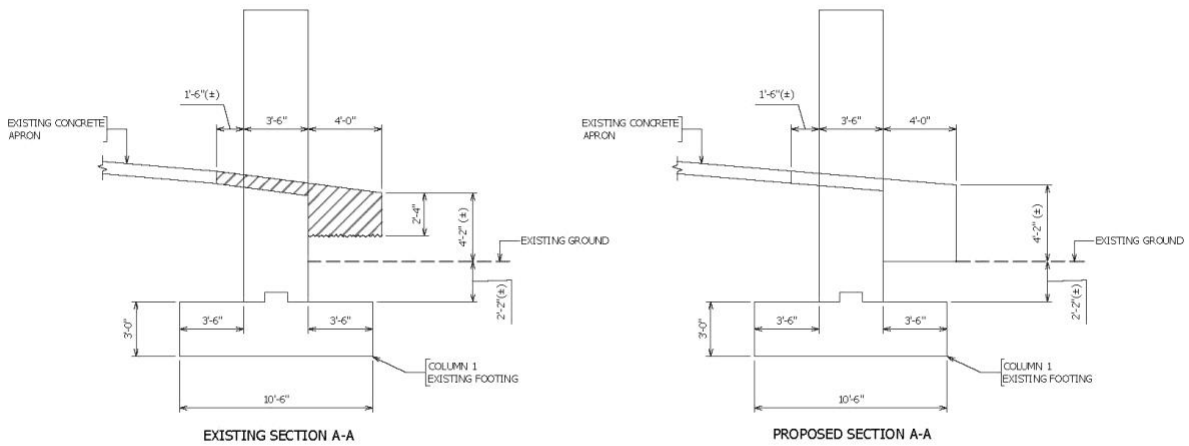


TYPICAL SECTION AT JOINT
 (Normal to joint at Piers)

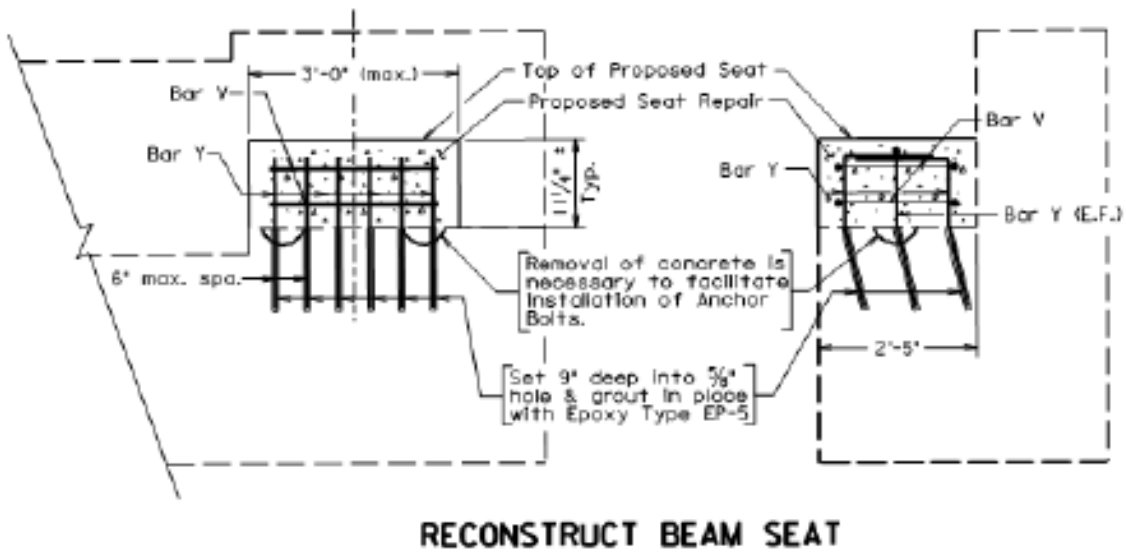
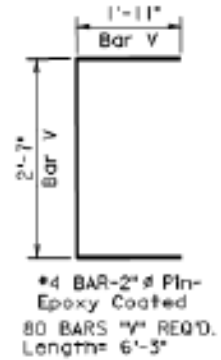
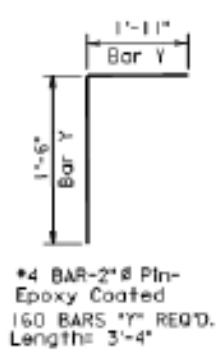
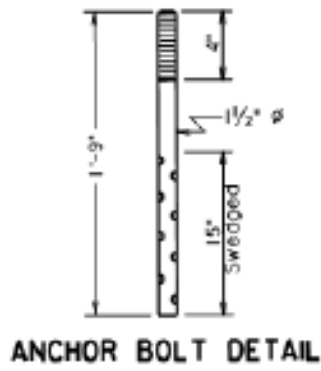
EXPANSION JOINT RECONSTRUCTION BACKWALL RECONSTRUCTION



- REMOVE AND REPLACE EXISTING CONCRETE APRON
- SANDBAGS FOR COFFERDAM



REMOVE AND REPLACE DAMAGED CONCRETE APRON
SOUTH GEORGE MASON DRIVE WBL (STR. 5011)



RECONSTRUCT BEAM SEAT

**EXHIBIT C
PRICE BID OF CONTRACTOR**

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO.22-DES-ITB-447

REVISED BID FORM

ELECTRONIC BIDS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 1:00
P.M., NOVEMBER 8, 2021.

FOR PROVIDING MAINTENANCE AND REPAIRS FOR BRIDGES AND CULVERTS IDENTIFIED HEREIN IN
ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

Arlington County On-Call Bridge Maintenance Contract						
Item #	Item Code	Pay Item	Est. Qty	Unit	Unit Price	Total
1	98	NS MOBILIZATION SITE MOBILIZATION	30	EA	\$8,000.00	\$240,000.00
2	110	CONCRETE SIDEWALK, 4" THICKNESS (ARLINGTON COUNTY DETAIL R-2.0)	25	SY	\$147.00	\$3,675.00
3	10497	NS CRACK SEALANT/FILLER TYPE A	75	LB	\$20.50	\$1,537.50
4	13280	GUARDRAIL GR-MGS1	90	LF	\$40.50	\$3,645.00 \$3,667.50
5	13401	NS GUARDRAIL MOD. FIXED OBJECT ATTACHMENT GR-FOA-1	1	EA	\$3,910.00	\$3,910.00
6	13401	NS GUARDRAIL MOD. GUARDRAIL TERMINAL GR-MGS2, TL-2	4	EA	\$4,620.00	\$18,480.00
7	13401	NS GUARDRAIL MOD. FIXED OBJECT ATTACHMENT GR-FOA-5	4	EA	\$4,880.00	\$19,520.00
8	13401	NS GUARDRAIL MOD. GUARDRAIL TERMINAL GR-9, TL-2	1	EA	\$4,504.50	\$4,504.50
9	16340	ASPHALT CONCRETE TY. SM-9.5D	12	TON	\$487.00	\$5,844.00
10	24340	NS WORK AREA MAINTENANCE OF TRAFFIC	30	DAY	\$1,770.00	\$53,100.00
11	24600	REMOVE EXISTING GUARDRAIL	335	LF	\$3.20	\$1,072.00
12	49012	NS UTILITIES HAND DIG AND INSTALL GR POST	22	EA	\$81.00	\$1,782.00
13	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 0001)	1	LS	\$23,250.00	\$23,250.00
14	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 1031)	1	LS	\$23,227.00	\$23,227.00
15	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5005)	1	LS	\$24,620.00	\$24,620.00
16	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5007)	1	LS	\$20,570.00	\$20,570.00
17	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5008)	1	LS	\$32,000.00	\$32,000.00
18	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5009)	1	LS	\$26,140.00	\$26,140.00
19	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5011)	1	LS	\$20,570.00	\$20,570.00
20	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5013)	1	LS	\$23,228.00	\$23,228.00
21	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5024)	1	LS	\$20,570.00	\$20,570.00

Arlington County On-Call Bridge Maintenance Contract						
Item #	Item Code	Pay Item	Est. Qty	Unit	Unit Price	Total
22	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5031)	1	LS	\$29,300.00	\$29,300.00
23	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5033)	1	LS	\$24,140.00	\$24,140.00
24	52000	NS MAINTENANCE OF TRAFFIC (STR. NO. 5064)	1	LS	\$19,140.00	\$19,140.00
25	52000	NS MAINTENANCE OF TRAFFIC TEMPORARY SIGNS (SINGLE LANE CLOSURE)	10	LS	\$13,650.00	\$136,500.00 \$13,650.00
26	52000	NS MAINTENANCE OF TRAFFIC TEMPORARY SIGNS (DOUBLE LANE CLOSURE)	10	LS	\$1,290.00	\$12,900.00
27	54079	TYPE B CLASS VI PAVE. LINE MARKING 4", CONTRAST	280	LF	\$6.95	\$1,946.00
28	68166	ANCHOR BOLT REPLACEMENT	2	EA	\$1,100.00	\$2,200.00
29	68180	EMBEDDED GALVANIC ANODES	592	EA	\$113.50	\$67,192.00
30	68192	REPLACE BEARING	10	EA	\$3,800.00	\$38,000.00
31	68283	FIELD WELDING - FILLET WELD	20	LF	\$300.00	\$6,000.00
32	68317	NS MILLING EPOXY OVERLAY REMOVAL	1200	SY	\$31.00	\$37,200.00
33	68322	H.E.S PATCHING TYPE B	8	SY	\$1,072.55	\$8,580.40 \$8,580.00
34	68332	H.E.S PATCHING TYPE C	4	SY	\$1,527.50	\$6,110.00
35	68408	SILICONE JOINT SEALANT (VARIOUS WIDTHS)	286	LF	\$69.00	\$19,734.00
36	68430	EPOXY-MORTAR PATCHING	5	GAL	\$490.00	\$2,450.00
37	68455	PREPARE AND SPOT COAT EXISTING STRUCTURE (STR. NO.) (TYPE B)	2159	SF	\$69.00	\$148,971.00 \$19,734.00
38	68472	RECOAT EXISTING STRUCTURE (STR. NO. 0020) (TYPE B)	1	LS	\$80,500.00	\$80,500.00
39	68474	ENVIRONMENTAL PROTECTION & HEALTH & SAFETY (STR. NO.)	3	LS	\$11,500.00	\$34,500.00
40	68490	DISPOSAL OF MATERIAL (STR. NO.) (TYPE B)	3	LS	\$1,150.00	\$3,450.00
41	68573	EXPANSION JOINT RECONSTRUCTION (HES)	24	LF	\$541.00	\$12,984.00
42	68574	CLEAN AND RESEAL EXPANSION JOINT (TYPE A SILICONE)	30	LF	\$60.00	\$1,800.00
43	68575	EXPANSION JOINT PREPARATION	262	LF	\$173.50	\$45,457.00 \$45,547.00
44	68578	BACKWALL RECONSTRUCTION	50	LF	\$600.00	\$30,000.00
45	68580	BEAM END REPAIR	1	EA	\$14,000.00	\$14,000.00
46	68590	JACKING AND BLOCKING BEAMS	1	EA	\$15,000.00	\$15,000.00
47	68600	CONCRETE SUPERSTRUCTURE SURFACE REPAIR	76	SY	\$1,500.50	\$114,038.00
48	68675	EPOXY OVERLAY	2632	SY	\$84.00	\$221,088.00
49	68902	NS REMOVE AND REPLACE CONCRETE CURB AND GUTTER	10	LF	\$65.00	\$650.00
50	68902	NS REPLACE ALUMINUM RAIL (3 1/2", 4", 5")	30	LF	\$365.00	\$10,950.00

Arlington County On-Call Bridge Maintenance Contract						
Item #	Item Code	Pay Item	Est. Qty	Unit	Unit Price	Total
51	68904	NS RESET EXISTING LOW-PROFILE BEARING	8	EA	\$2,300.00	\$18,400.00
52	68904	NS CLEAN DECK DRAIN	3	EA	\$650.00	\$1,950.00
53	68904	NS REPLACE STREET LIGHT COVER	1	EA	\$5,000.00	\$5,000.00
54	68907	NS STRUCTURAL STEEL	750	LB	\$35.00	\$26,250.00
55	68908	NS PAINT EXISTING RAILING (STR NO. 0000)	1	LS	\$16,100.00	\$16,100.00
56	68908	NS PAINT EXISTING RAILING (STR NO. 5005)	1	LS	\$20,700.00	\$20,700.00
57	68908	NS PAINT EXISTING RAILING (STR NO. 0001)	1	LS	\$138,000.00	\$138,000.00
58	68908	NS PAINT EXISTING RAILING (STR NO. 1031)	1	LS	\$28,750.00	\$28,750.00
59	68908	NS PAINT EXISTING RAILING (STR NO. 5033)	1	LS	\$34,500.00	\$34,500.00
60	68908	NS REMOVE EXISTING BRIDGE LIGHTING	2	LS	\$5,800.00	\$11,600.00
61	68908	NS REATTACH HANDRAIL	3	LS	\$1,500.00	\$4,500.00
62	68910	NS BRIDGE CLEANING AND WASHING	9410	SY	\$7.50	\$70,575.00
63	68910	NS BRIDGE SWEEPING	4500	SY	\$4.80	\$21,600.00
64	69030	CONCRETE CLASS A3	35	CY	\$1,590.00	\$55,650.00
65	69074	SHOTCRETE, CLASS A	108	SF	\$215.55	\$23,279.40
66	69493	CRACK REPAIR TYPE B	255	LF	\$50.75	\$12,941.25
67	69500	CONCRETE SUBSTRUCTURE SURFACE REPAIR	134	SY	\$1,500.00	\$201,000.00
68	69625	DRY RIPRAP CL. A1 20"	110	TON	\$163.00	\$17,930.00
69	69639	DRY RIPRAP CL. II 38"	154	TON	\$180.00	\$27,720.00
70	69675	GROUTED RIPRAP	50	TON	\$280.00	\$14,000.00
71	69815	RECONSTRUCT BRIDGE SEAT (TYPE A)	1	EA	\$5,800.00	\$5,800.00
72	69901	NS REPOINT MORTAR JOINTS	150	LF	\$36.25	\$5,437.50
73	69900	NS DEBRIS REMOVAL	63	CY	\$87.00	\$5,481.00
74	69905	NS TEMPORARY BEAM SUPPORT (STR. NO. 5064)	2	EA	\$30,000.00	\$60,000.00
75	69906	NS REMOVE AND REPLACE EXISTING OUTLET APRON	2	LS	\$14,063.00	\$28,126.00
76	69906	NS TEMPORARY STREAM DIVERSION	3	LS	\$20,530.00	\$61,590.00
77	69906	NS REMOVE AND REPLACE DAMAGED CONCRETE APRON (STR. NO. 5011)	1	LS	\$18,485.00	\$18,485.00
78	69906	NS REMOVE VEGETATION	10	LS	\$2,233.50	\$22,335.00

SUB TOTAL \$2,552,852.25

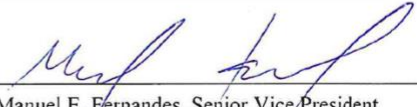
CORRECTED SUBTOTAL: \$2,673,725.05

Arlington County On-Call Bridge Maintenance Contract						
Item #	Item Code	Pay Item	Est. Qty	Unit	Unit Price	Total
UNLISTED WORK						
79	-	Surveyor	10	HR	\$114.00	\$1,140.00
80	-	Professional Bridge Engineer - Senior (Registered in VA)	10	HR	\$231.00	\$2,310.00
81	-	Foreman	25	HR	\$117.00	\$2,925.00
82	-	Skilled Laborer	100	HR	\$46.50	\$4,650.00
83	-	Surveyor Helper or Laborer	200	HR	\$46.50	\$9,300.00
84	-	Equipment Operator	75	HR	\$62.00	\$4,650.00
85	-	Welder	20	HR	\$121.50	\$2,430.00

SUB TOTAL \$27,405.00

GRAND TOTAL ~~\$2,580,257.25~~

CORRECTED GRAND TOTAL: \$2,701,130.05

VENDOR AGREES AND ACKNOWLEDGES CORRECTION: 
 Manuel E. Fernandes, Senior Vice President