



CITY OF **FALLS**  
**CHURCH**

**IFB #0823-22-TBCI**  
**ATTACHMENT J**

**SPECIAL PROVISIONS**

**Trammel Branch Culvert  
Improvements Phase 2**

**City of Falls Church  
Trammel Branch Culvert Improvements Phase 2**

**SPECIAL PROVISIONS**

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## I. SCOPE OF WORK

The City of Falls Church (“City”) Trammel Branch Culvert Improvements Phase 2 Project (“Project”) is located on the W&OD Trail near where it intersects Little Falls Street and is intended to improve the drainage from Trammel Branch to Four Mile Run. The Project will provide improvements to the existing storm sewer infrastructure to alleviate flooding along Shadow Walk residential properties. The culvert is designed to convey the 10-year storm event. Project elements include, but are not limited to:

- Culvert replacement;
- Existing structures removal and disposal;
- Timber and coir matting installation; and
- Erosion and sediment control.

A portion of culvert was installed and temporarily capped under the Phase I Trammel Branch Culvert Improvements Project. The Phase 2 Project includes connections to the culvert from the Phase I project.

The awarded Contractor shall furnish and install all elements per plan set and in accordance with Federal and Buy America requirements. The Work shall be performed according to the Department of Public Works (DPW) *General Provisions for Construction*; DPW *Tree & Landscape Specifications*; these *Special Provisions*; DPW *Stormwater Specifications*; *Supplementary Specifications*; Plans and Drawings; applicable VDOT Specifications; City of Falls Church *Standard Details*; and all attachments and amendments to this IFB read together as a single specification.

## II. LICENSES, CERTIFICATIONS & EXPERIENCE

The awarded Contractor shall have a Virginia Class A license, but no license is required to submit a bid per Federal guidelines (23 CFR 635.110). The Contractor or Subcontractor responsible for asphalt installation shall have a Highway/Heavy classification.

In addition, the Contractor shall have at least two years of successful experience with Federal construction projects. At least one reference must be submitted for a recently-completed Federally-funded construction project, comparable in size to this project.

## III. EASEMENTS

There are no easements associated with this project, either for temporary construction or permanent. All work shall be performed in the existing Right of Way.

The City is in the process of executing a license agreement with the Northern Virginia Regional Park Authority for this project. The Contractor shall comply with applicable requirement specified in Attachment N, *License Agreement*.

## IV. FEDERAL FUNDING & REQUIREMENTS

This project is being supported, in whole or in part, by Federal award number [SLFRP2614] awarded to the City of Falls Church by the U.S. Department of the Treasury.

Trammel Branch Culvert Improvements Phase 2  
State and Local Fiscal Recovery Funds (“SLFRF”)

The construction of this project is fully funded by the America Rescue Plan Act (“ARPA”) which is a Federal Program. The National Environmental Policy Act (NEPA) does not apply

to this project in accordance with the Treasury issued Frequently Asked Questions (“FAQ”) #6.4.

The City has been issued National Pollutant Discharge Elimination System Permit (“NPDES”) (VAR040065) from the State of Virginia and has adopted and is the authority of its Virginia Erosion and Sediment Control Program (“VESCOP”). These Plans and Specifications were developed in compliance with all NPDES and VESCOP rules and laws concerning stormwater discharges and erosion and sediment control. All construction activities must adhere to the rules, laws and procedures of both the NPDES and VESCOP concerning construction stormwater discharges and erosion and sediment control.

See Attachment C for full text of Federal American Rescue Plan Act (“ARPA”) contract clauses; the sections below are intended as a brief reminder of some of the key Federal requirements. The Contractor shall be fully responsible for compliance with all aspects of Attachment C and such Federal regulations as are applicable. The Contractor shall likewise be responsible for its Subcontractor compliance with all aspects of Federal regulations.

**a. Buy America – Iron & Steel**

The Contractor shall comply with all Buy America requirements for the Work. For all iron, steel and manufactured products covered by Buy America, the Contractor shall furnish required Certificates of Compliance to the City. The City has made every effort to identify Buy America items on the Bid Sheet, however, the Contractor is fully responsible for identifying any/all additional project components which must be compliant with Buy America and so advising the City.

Bidders are reminded that certain project elements must be priced and orders placed with manufacturers specifying Buy America compliance for iron and steel. Lead times may be affected.

Bidders must submit either a certificate of compliance or a certificate of non-compliance to the grantee as a condition of responsiveness to the IFB.

Additional information is available at the following VDOT link:

<http://www.virginiadot.org/business/const/buyamericaact.asp>

**b. Disadvantaged Business Enterprise (DBE) Goal**

No DBE goal has been established for this project. However, the Contractor is encouraged to seek out and consider DBE and/or Small, Women-owned, and Minority-owned (SWaM) businesses certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) as potential subcontractors and vendors.

**c. Federal Forms and Reporting**

All Bidders shall submit the following Federal forms (contained in Attachment D) with their Bid Packages:

- D1 Certificate of Non-Debarment / Suspension
- D2 Civil Rights Certification Form
- D3 Certification regarding Lobbying by Contractor (Over \$100,000)
- D4 Disclosure of Lobbying Activities (If applicable per Attachment D3)

The lowest responsive and responsible Bidder shall submit the following upon the City’s request:

- D5 Cost Certification (for Contract Awardee)

If DBE firm(s) is utilized, Bidders will submit the following optional DBE Forms (contained in Attachment E) with their Bid Packages:

- C-48 Subcontractor/Supplier Solicitation & Utilization Form
- C-104 Affidavit of Non Collusion
- C-105 Affidavit of EEO Certification

The lowest responsive and responsible Bidder who utilized DBE firm(s) shall submit the following within three (3) days following the Public Bid Opening:

- C-112 Certification of Binding Agreement with DBE

The awarded Contractor shall comply with all State and Federal reporting requirements throughout construction activity and all required EEO reporting, if applicable.

**d. Non-Mandatory Minimum Wage Rates**

The Contractor is strongly recommended to comply with the Wage Determination for Heavy Construction as contained in Attachment O.

It is recommended that the Contractor record a complete listing of employees and associated classes of labor as listed in the current applicable Wage Determination. Should a particular class of laborer not be listed in the Wage Determination, the Contractor may work with the City to obtain a proper classification conforming to the Wage Determination.

**e. Jobsite Bulletin Boards**

Federal regulations require the Contractor to post various notices and posters at the site of the Work, in a prominent and accessible place where it may be easily seen by all Contractor employees. The City will assist the Contractor in determining appropriate locations for two (2) jobsite bulletin boards. A complete list of required notices and posters will be provided by the City at the PreConstruction Meeting.

Current information may be found at the following DOL Poster Matrix website link:

<https://www.dol.gov/general/topics/posters>

**f. Subcontractors**

All subcontractors must be pre-approved by the City and shall be subject to all Federal requirements. Contractor must supply a copy of all contracts with its subcontractors to the DPW Contract Team; each of these contracts must contain Attachment C *Federal ARPA Contract Clauses*, with said Form physically incorporated/attached and not merely referenced. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

**g. E-Verify Program**

The awarded Contractor is required to register and participate in the U.S. Department of Homeland Security's "E-Verify" system to verify information and work authorization of employees performing the Work.

<https://www.e-verify.gov/>

## V. CONSTRUCTION SCHEDULE

The City will hold a Pre-Construction Meeting as soon as possible following contract award.

### a. SCHEDULING OF PLANNED WORK

Contractor shall submit a proposed schedule for the project with its Bid Package and shall submit a detailed Critical Path schedule within **14 calendar days** after contract award. Please refer to Attachment F, *DPW General Provisions for Construction Projects* for schedule submittal requirements throughout the duration of the Work.

### b. TIMELINE FOR CONSTRUCTION ACTIVITIES & SUBMITTALS

The anticipated Time for Completion is **180 calendar days** for construction after issuance of second Notice to Proceed (NTP). The City may elect to provide a two-step NTP, incorporating the anticipated durations of both manufacturing lead times and on-site construction. Phase 1 NTP would initiate test pits, survey stakeout, and placement of long lead item orders; and Phase 2 NTP would initiate construction.

### c. NIGHT WORK

The City will consider Contractor's request for Night Work during the course of the project. Contractor shall not be entitled to additional payment if Night Work is authorized by the City.

### d. SUBSTANTIAL COMPLETION

The City's *DPW General Provisions for Construction Projects* (Attachment F) provides for the issuance of Substantial Completion for certain projects, at the City's discretion. The Contractor is advised that for the Trammel Branch Culvert Improvements Phase 2 project, the City will issue a Certificate of Substantial Completion.

## VI. REQUIRED PROJECT DOCUMENTATION

The Contractor shall submit/maintain all Federal-required project documentation. This shall include, but is not limited to:

- Results of required inspections per Plan Set
- Materials Notebook
- Materials Quality Assurance Plan
- Buy America Certification
- Daily Project Diary

## VII. INDEPENDENT TESTING

All third party testing and inspection oversight except CIPP inspections will be acquired by the City of Falls Church. The Contractor is responsible for making accommodations to allow for testing and inspections per VDOT specifications. See Attachment F, *DPW General Provisions for Construction Projects*, Section J "Testing & Quality Assurance."

## VIII. NO RETAINAGE

No retainage will be held on pay applications for this project, due to Federal restrictions.

## IX. PERMITS

No permits are required for this project.

**X. MAINTENANCE OF TRAFFIC (MOT) & WORK HOURS**

Please refer to MOT Plan Sheet details (pages 12 and 13) as well as Attachment F, *DPW General Provisions for Construction Projects*, Section H “Construction Activities.”

It is anticipated that the W&OD Asphalt Trail will be closed for a period of time, subject to City approval. The trail closure shall be kept to shortest duration possible and must be fully open on weekends.

**Bikes and pedestrians’ detour routes from and back to the trail must be maintained when the construction work encroaches onto the W&OD Asphalt Trail.**

The Contractor should note that Federal regulations require that a Traffic Control Supervisor be present on all federal projects.

**XI. STAGING & LAYDOWN AREA(S)**

The City will work with the awarded Contractor to identify allowable staging and laydown area(s) as may be needed.

**XII. SAMPLE MATERIALS**

Prior to the placement of orders for any materials, the Contractor shall submit color and material samples along with “cut sheets” for the City’s approval, per the *DPW General Provisions for Construction* (Attachment F) and *Stormwater Specifications* (Attachment K).

**XIII. UTILITIES**

All utilities must be verified by the Contractor prior to any work; the Contractor is responsible for utility coordination. Special care should be exercised when digging, as some street light wiring is direct buried and could be as shallow as 4”-6”. Contractor is solely responsible for calling Miss Utility and providing evidence to the City of locations.

Coordination between the Contractor and at least the following utilities will be required for this project:

- **Dominion Energy:** Contractor shall not make permanent modifications to power poles without obtaining approval of Dominion Energy. Contractor shall not interrupt service or modify existing utility lines without obtaining approval of Dominion Energy or the appropriate utility owner. If guy wires are impacted during construction, Contractor shall coordinate with Dominion Energy or appropriate utility owner to restore them to original condition.

**XIV. ASPHALT**

All asphalt shall be installed according to VDOT Standards Please refer to Sec 604.02 *Flexible Pavement Design* and Sec 605.06 *Application Rates* of VDOT Materials Division Manual of Instructions, most recent edition, for additional information pertaining to application rates.

Contractors should reference Sec 605 Table 5 - *Application Rates for Asphalt Base Mix of the* VDOT Materials Division Manual of Instructions, when accounting for Asphalt Quantities within the Northern Virginia Region.

**XV. PLANT MATERIAL & INSPECTIONS**

Refer to Attachment G *Tree & Landscape Specifications for City Projects*.

## **XVI. CITY STANDARD DETAILS**

Please refer to Attachment I *City Standard Details*. If there is any conflict between Plan Sheets and current City Standard Details, the Standard Details shall take precedence. Contractor shall confirm with City Project Manager.

## **XVII. MEASUREMENT & PAYMENT**

VDOT specifications are applicable, unless superseded by *Supplemental Specifications*, *DPW Stormwater Specifications*, and/or *City Standard Details* which have been provided in this IFB.

### **Bid Sheet & Specification References**

Measurement and Payment shall be as listed on the Bid Sheet. Please refer to Attachment K *Stormwater Specifications*, and Attachment L *Supplementary Specifications* for additional information regarding Measurement and Payment for specific items. The City has made every effort to list relevant VDOT Specification numbers and Supplemental Specification numbers on the Bid Sheet for reference. Should the Contractor identify any conflict or uncertainty with regard to applicable specifications, Contractor shall immediately seek a determination in writing from the City.

### **Lump Sum Payment Items**

The following items are listed as **Lump Sum** payment items:

- Line Item 1 Mobilization  
*(Not to exceed 5% of total project value, per DPW General Provisions for Construction Projects)*
- Line Item 7 Third Party CIPP Inspector
- Line Item 8 Survey Stakeout
- Line Item 9 Survey As-Built
- Line Item 26 Bracing Utility Poles and Replacing Guy Wires
- Line Item 36 CIPP Lining of Existing 80" x 48" CMP

Payment for these Lump Sum items shall include all materials, labor, supervision, equipment, tools, incidentals and resources necessary to complete the work as specified in the Contract Documents, or as directed by the City. No separate or additional payment will be made.

### **Line Item 6 – Test Pits**

This line item shall include digging test pits for determining existing utilities in accordance with the *Plan Set* (Attachment M). The results from these test pits shall be submitted to the City prior to ordering materials. Payment shall be per each (EA) cost and shall include removing and restoring back to existing conditions.

### **Line Item 7 – Third Party CIPP Inspector**

This line item shall include obtaining City approval of the Contractor's proposed third party CIPP inspector. The inspector shall follow all applicable inspection and record requirements per the *Supplemental Specifications*, Section 201 (Attachment L). Payment shall be Lump Sum (LS).

### **Line Item 8 – Survey Stakeout**



This line item shall include site survey stakeout for locating the proposed improvements onsite. Payment shall be Lump Sum (LS).

**Line Item 9 – Survey As-Built**

This line item shall include survey as-built in according to survey stakeout and test pits. The survey as-built shall include all applicable information regarding underground utilities including but not limited to: exact location, elevations, sizes and materials. This document shall be submitted for the City's review prior to commencing construction. Payment shall be Lump Sum (LS).

**Line Item 18 – Remove Bulkheads and Dispose Offsite**

This line item shall include removing and disposing of watertight temporary bulkheads which were installed a portion of the box culvert in previous Phase I project. The Contractor shall remove temporary bulkheads only when the culvert connections are ready to be installed. Payment shall be per each (EA).

**Line Item 26 – Bracing Utility Poles and Replacing Guy Wires**

The Contractor shall temporarily brace poles adjacent to excavation work as needed per the *Supplemental Specifications*, Section 302 (Attachment L). This line item shall include providing and installing all materials, obtaining Dominion Energy approvals if necessary, and removal/disposal. Payment shall be Lump Sum (LS).

**Line Item 33 – Overexcavation and Additional Bedding**

This line item is intended only for use with City approval, should the amount exceed the required stormwater structure depth. Within other line items, excavation and bedding are considered incidental and payment of those line items is inclusive of the required work. If line item 33 is utilized, payment shall be per Cubic Yard (CY).

**Line Item 36 – CIPP Lining of Existing 80" x 48" Corrugated Metal Pipe ("CMP")**

This line item shall include all materials, submittals, equipment, and installation by a certified contractor in accordance with the *Supplemental Specifications*, section 200 (Attachment L). The Contractor shall submit all required submittals including shop drawings, CIPP design calculations with PE stamp, and **pre-installation video camera survey** to the City prior to installing CIPP lining. A post-installation video camera survey is required after the installation of CIPP lining. Payment shall be Lump Sum (LS).

**Remaining Line Items**

All remaining items are listed as Unit Cost payment items. These items will be measured on site per the unit of measurement designated on the bid sheet. Payment of these items will be calculated based upon actual quantities installed and shall include materials, labor, supervisions, equipment, tools, incidentals, freight, shipment, off-loading and related items necessary to deliver the components to the site, to place/store components on any portion of the site, and to complete the work as specified in the Contract Documents. No additional costs of any kind will be paid by the City.