

GP-1

DEFINITIONS AND TERMS

GP-1.00 TRANSITIONAL PROVISIONS

The requirements established in the Charles County Standards and Specifications for Construction Manual shall not apply to any construction established pursuant to a valid Development Services permit issued prior to May 15, 1996.

The requirements established in the Charles County Standards and Specifications for Construction Manual shall not apply to pending Development Services Permit applications provided these permit applications are issued permits within sixty (60) days of May 15, 1996 and that some manifest commencement of work is undertaken within 6 (six) months of the date of the issued Development Services Permit.

GP-1.01 GENERAL

Wherever in these General Provisions or in other Contract Documents the following terms or abbreviations are used, the meaning shall be as follows.

GP-1.02 ORGANIZATIONAL DEFINITIONS

Charles County

Charles County, Maryland, a body corporate and politic. References herein to "the County" shall be interpreted as meaning Charles County.

Department

Charles County Department of Planning and Growth Management and/or Department of Public Facilities, as appropriate.

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Additional Work

Increase in quantities of Work above those shown in the Proposal Form.

Advertisement

The public announcement, as required by law, inviting bids for Work to be performed or materials to be furnished.

Award

The decision of the County to accept the Proposal of the lowest responsible bidder for the Work, subject to the execution and approval of a satisfactory Contract therefor and Bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

Base Course

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The layer or layers of specified selected material of designed thickness placed on a subbase or a subgrade to support a surface course.

Bid

A statement of price, terms of sale, and description of the supplies, services, or construction offered by a vendor to the County.

Bid Board

A bulletin board displayed in an area to which the public has access and on which is posted solicitations or announcements of availability of solicitations or both.

Bid Bond

The security in the form approved by the County and executed by the Bidder and the Bidder's Surety and paid for by the Bidder. The Bid Bond, when required, shall be in the amount designated by the County as a guarantee on the part of the bidder to enter into a Contract with the County, if the Work of constructing the improvement is awarded to the Bidder.

Bidder

An individual, partnership, firm, or corporation formally submitting a Proposal for the Work contemplated, acting directly or through a duly authorized representative.

Bid Form

The approved form on which the County requires bids to be set forth and submitted. See also Proposal Form.

Bid Item

An item of Work specifically described and for which a price, either unit or lump sum, is quoted by the Contractor. It includes the performance of all Work and the furnishing of all labor, equipment and materials described herein or described in any Supplemental Specifications or Special Provisions.

Bridge

The word "bridge" shall mean any bridge or highway grade separation structure and shall embrace the sub-structure and superstructure and the approaches thereto, and such entrance plazas, interchanges, overpasses, underpasses, connecting highways and other structures which the County may deem necessary in connection therewith, together with all property, rights, easements, franchises, and interest acquired by the County for the construction and operation of such bridge.

For the convenience of and definition by the County a bridge will also be known as a structure more than 20 feet in length. The County's definition of length shall be the out to out dimension of the floor or from back wall to back wall of abutments. For arches, the length shall be the clear span. For box culverts and batteries of pipes, the length shall be out to out of outer walls and out to out of shells of outside pipes. For lengths, all dimensions shall be parallel to the centerline of the roadway. The dimensions of hand

rails will not be taken into account in measuring bridge lengths.

Business

A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.

Calendar Day

Every day shown on the calendar, Sundays and holidays included.

Capital Improvement Project

A construction project funded wholly or in part by the County of a facility to be operated and maintained by the County.

Change Order

A written order to the Contractor, signed by the Commissioners on behalf of the County, ordering a change in Work from that originally shown by the Plans and Specifications that has been found necessary. If the Work is of a nature involving an adjustment of price or time, a Change Order to the Purchase Order shall be executed. The Contractor shall not proceed with the stipulated work until the Change Order to the Purchase Order is received.

Channel

A natural or artificial water course.

Charles County Standard Details

Detail drawings showing standard methods of construction for water mains, sanitary sewers, storm drains, roads, and streets.

Construction

The process of building, adding, altering, converting, relocating, renovating, replacing, or restoring of real property in which the County has an interest.

Construction Strip

An area adjacent to the right-of-way or easement temporarily acquired for the use of the Contractor during the execution of the Work. This area is shown on the Plans for interpretation and clarification of the Plans.

Contingent Item

Any item listed in the Contract Documents and included in the Bid for the purpose of obtaining a Contract price. Such bid constitutes tender of an exercisable option to incorporate such items into the Work in accordance with stated terms at bid Contract prices without regard to quantities.

Contract

Any agreement entered into by the County for the procurement of supplies, services, construction, or any other items and includes:

1. Awards and notices of award;
2. Contracts of a fixed-price, cost reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
3. Contracts providing for the issuance of job or task orders;
4. Leases;
5. Letter Contracts;
6. Purchase orders;
7. Supplemental agreements with respect to any of these;
8. Orders; and
9. Grants.
10. Developer Agreements

Contract does not include:

1. Collective bargaining agreements with employee organizations; or
2. Medical, Medicare, Judicare, or similar reimbursement Contracts for which user eligibility and cost are set by law or regulation.

Contract Bond

The approved form of security, executed by the Contractor and the Contractor's Surety or Sureties, guaranteeing complete execution of the Contract and all Supplemental Agreements pertaining thereto. Contract Bond shall also mean the same as Performance Bond.

Contract Documents

The written agreement executed between the County and the successful bidder, covering the performance of the Work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the Work and furnish the labor, equipment and materials, and by which the County is obligated to compensate the Contractor therefor at the mutually established and accepted rate or price. The Contract shall include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Technical Specifications, Standard Details, all special provisions, all technical provisions, all Plans, Addenda, and Notice to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete the construction of the Work in an acceptable manner including authorized

extension thereof.

Contract Drawings

See definition of "Plans."

Contract Item (Pay Item)

An item of Work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all Work and the furnishing of all labor, equipment and materials, described herein or described in any Supplemental Specifications or Special Provisions.

Contract Modification

Any written alteration in the specifications, delivery point, date of delivery, Contract period, price, quantity, or other provision of any existing Contract, whether accomplished in accordance with a Contract provision, or by mutual action of the parties to the Contract. It includes change orders, extra Work orders, supplemental agreements, Contract amendments, reinstatements, or options/renewals.

Contractor

The party of the second part to the Contract; the individual, partnership, firm or corporation undertaking the execution of the Work under the terms of the Contract and acting directly or through his/her, their, or its agents or employees.

Contract Time or Completion Date

The number of calendar days shown in the Proposal indicating the time allowed for the completion of the Work contemplated in the Contract.

In case a calendar date of completion is shown in the Proposal, in lieu of the number of calendar days, such Work shall be completed by that date.

Controlling Operation

An operation of either major or minor proportions, which at the particular time under consideration has a controlling effect on the progress of the Project as a whole.

County

The term shall mean Charles County, Maryland, a body corporate and politic.

County Engineer

The County Engineer of the Department of Planning and Growth Management, or the County Engineer's designee as appropriate, said designee acting severally within the scope of the particular duties entrusted to the designee.

County Roads

The term shall mean any public road in Charles County excluding those roads in other municipalities and State Roads, title to which, or the easement for the use of which, is vested in a public body and governmental agency by grant, condemnation, dedication, or by operation by law.

Culvert

Any structure not classified as a bridge which provides an opening under any roadway.

Cut Sheet

A written tabulation indicating the centerline station, elevation of the centerline or offset line marker, invert of the pipeline, and the excavation depth to invert from the top of marker.

Day

Calendar day unless otherwise designated.

Developer

An individual, partnership, corporation, or other non-County entity who, under Development agreement(s), constructs public improvements which are to be incorporated into the County's systems.

Domestic Manufacture

When referring to metallic items such as structural steel, pipe, reinforcement, bridge rails, etc., the term "Domestic Manufacture" is intended to mean those metals whose final alloying has taken place within the confines of the Continental United States.

Drainage Ditch

In general, any open water course other than gutters, constructed beyond the limits of cut or fill slopes for excavation or embankment, as indicated by the typical section shown on the Plans.

Developers Agreement

An agreement entered into by the Developer with the County to construct public improvements which are to be incorporated into the County's systems.

Easement (Right-of-Way)

A grant of a right of use of the property of an owner for a certain purpose at the will of the grantee.

Engineer

The term shall mean a Professional Engineer Licensed in the State of Maryland.

Equipment

All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Extra Work

Work which was not provided for in the original Contract.

Extra Work Order

A written directive covering extra Work, the performance of said extra Work or furnishing of materials involving extra Work. Such Work may be performed at agreed prices or on a force account basis as provided elsewhere herein.

Federal Agencies

Whenever, in these Specifications, reference is made to any Federal agency or officer, such reference shall be deemed made to any agency or officer succeeding in according with law to the powers, duties, jurisdiction, and authority of the agency or officer mentioned.

Fixed-Price Contingent Items

These unit prices are established and prescribed by the County to compensate for the cost of Work and materials that may or may not be necessary for the proper completion of the Contract, and the quantities of which are not amenable to reliable quantitative estimating prior to the construction. The fixed-price items are shown on the Proposal with the estimated quantities, fixed-price, and the estimated total cost imprinted prior to the issuance of the Contract Documents to Bidders.

Gutter (As it pertains to roads)

Any prepared open water course, whether paved or not, constructed inside of the shoulder line in embankment or contiguous to both the shoulder line and the base of the cut slope in excavation sections. For the purpose of clarification of the above definition, a section shall be considered to be embankment when the elevation of the extended shoulder slope is generally at or above the existing ground surface and shall be considered in excavation when the elevation of the shoulder line is below the existing ground surface.

Holidays

Days recognized as holidays by the County are as listed in the latest version of the Charles County Personnel Policy and Procedures Manual; all days of general and congressional elections (not primary elections) throughout the State; all days designated as legal for State employees by the Governor and approved by the County Commissioners.

If a legal holiday falls on a Sunday, the following Monday shall be considered a holiday. If a legal holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

Inspector

The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the Work, or materials thereof.

Invitation for Bids

Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement procedures including requests for quotations.

Invitation for Quotation

Invitation for Bids.

Laboratory

Any testing laboratory of the County or any other testing laboratory which may be designated by the County.

Labor and Material Bond

See definition for Payment Bond.

Maintenance Bond

The approved form of security, executed by the Contractor and the Contractor's Surety or Sureties, guaranteeing the replacement or repair of any unsatisfactory Work or materials for a required period of time.

Major and Minor Contract Items

Major Contract items shall be the original Contract item of greatest cost, computed from the original Contract price and estimated quantity or lump sum price and such other Contract items next in sequence of lower cost, computed in like manner, necessary to show a total cost at original prices and quantities of not less than 60 percent of the original Contract cost, and all other Contract items shall be considered as minor items.

Materials

Any substances specified for use in the construction of the Project and its appurtenances.

Minor Structure

Includes: catch basins, inlets, manholes, retaining walls, steps, fences and other miscellaneous items.

Notice to Contractors

The advertisement for Bids for all required Work or materials. Such advertisement will indicate the location and magnitude of the Work to be done or the character and quantity of the material to be furnished and the time and place of the opening of bids.

Notice to Proceed

A written notice to the Contractor of the date on or before which the Contractor shall begin the prosecution of the Work to be done under this Contract.

Owner

The individual, party or entity with rightful possession.

Payment Bond

The approved form of security, executed by the Contractor and the Contractor's Surety or Sureties, guaranteeing payment to all persons supplying labor and/or materials to the Contractor and to any Subcontractor of the Contractor in the prosecution of the Contract and all Supplemental Agreements thereto. Payment Bond shall also mean the same as Labor and Material Bond.

Performance Bond

See definition for Contract Bond.

Person

Any individual, business, union, committee, club, or other organization.

Plans

The official approved plans, profiles, typical cross sections, Working drawings and supplemental drawings, or exact reproduction thereof which show the location, character, dimension, and details of the Work to be done, and which are to be considered as a part of the Contract supplementary to these Specifications and which are identified as such.

Prime Coat

An application of liquid bituminous material.

Profile Grade

The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade also means either elevation or gradient of such trace according to the context.

Project

The term shall mean either the construction, reconstruction, relocation or extension of Charles County Public Facilities (highway, water, sewer, storm drain, building systems, parks, parking lots, dredging or any combination thereof). Also referred to as Development, Capital or Capital Improvement Project(s).

Proposal

The response by an offeror to a solicitation of the County. The response may include but is not limited to an offeror's price and terms for the proposed Contract, a description of technical expertise, Work experience and other information as requested in the

solicitation. As used herein the word "proposal" means "bid" and the offer of the Bidder submitted on the prescribed Proposal form to perform the Work and to furnish the labor and materials for the consideration of payment at the unit prices stated and submitted by the Bidder on the prepared Bid Schedule.

Proposal Form

The approved form on which the County requires proposals to be set forth and submitted. See also Bid Form.

Private Maintenance

The term shall mean non-government maintenance of all physical improvements not owned or maintained by the County.

Public Maintenance

The term shall mean County government maintenance of all physical improvements not owned and maintained by an individual property owner, developer, business, or other governmental entity.

Proposal Guaranty

The security designated in the Proposal to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the County, if the Work is awarded to the Bidder. A Bid Bond or Certified Check are the acceptable methods of providing a Proposal Guaranty.

Punch List

Written tabulation of Work remaining to be performed under the Contract, executed change orders, and/or force account directives.

Purchase Order

A written official authorization signed by the Purchasing Agent which obligates funds for construction of the Contract.

Questionnaire

The approved form or forms upon which the Contractor shall furnish the information as to the Contractor's ability to perform the Work, the Contractor's experience in similar Work, the equipment to be used, and the Contractor's financial condition as related to the Contractor's ability to finance the Work.

Railroad Grade Separation

The term "railroad grade separation" shall mean any overpass or underpass which shall eliminate any railroad grade crossing, and shall embrace the overpass and underpass structure and the approaches thereto, and such entrance plazas, interchanges, connecting highways and other structures which the County may deem necessary in connection therewith, together with all property, rights, easements, franchises and interests acquired by the County for the construction and operation of such railroad grade

separation.

Responsible Bidder or Offeror

A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.

Responsive Bidder

A person who has submitted a bid under procurement by competitive sealed bidding which conforms in all material respects to the requirements contained in the Invitation for Bids.

Right-of-Way

The area which has been acquired and reserved by the County for use in constructing the proposed improvement and appurtenances thereto.

Seal Coat (As it pertains to roads)

An application of liquid bituminous material followed by an application of cover coat aggregate.

Setback Line

A line established by law, deed restriction or custom, fixing the minimum distance of the exterior face of buildings, walls and any other construction from a street or highway right-of-way line.

Slopes (As it pertains to roads)

The graded area beyond the shoulder or curb and extending from the shoulders or curb to the natural undisturbed surface of the ground.

Special Provisions

Special directions, provisions or requirements peculiar to the Project and not otherwise thoroughly or satisfactorily detailed or set forth herein. The Special Provisions can be contained in the Plans or in the Contract Documents as directed by the County Engineer.

Specifications

The general term comprising all directions, provisions and requirements contained herein, together with such as may be added or adopted as Supplemental Specifications.

Standard Detail Drawings or Standard Details

The term shall mean the current edition of the Charles County Standard Details. The Maryland State Highway Administration Standard Details shall apply if Charles County does not have a Standard Detail for the particular items of Work.

Standard Specifications

A book of Specifications intended for general application and repetitive use.

State

The State of Maryland acting through its authorized representative(s).

State Highway System

The term "State Highway System" means that system of roads which are from time to time owned by the State and which the State Highway Administration by resolution from time to time designates as State roads to be maintained and operated by the State.

State Road

The term "State Road" means any public road included in the State Highway System.

Street

A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Structures

Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing manholes, endwalls, buildings, sewers, water mains, service pipes, underdrains, foundation drains and other features which may be encountered in the Work and not otherwise classed herein.

Subcontractor

Any individual partnership, firm, or corporation undertaking the construction of a part of the Work under the terms of the Contract, by virtue of an agreement with the Contractor (or Subcontractor) who, prior to such undertaking, receives the consent of the Surety and the approval of the County. The term "subcontractor(s)" means subcontractors or suppliers at any tier.

Sub-base

The layer used in the pavement system between the subgrade and the base course.

Subgrade

The material in excavations (cuts), embankments (fills), and/or foundations immediately below the first layer of sub-base, base or pavement or bottom of pipe, foundation, or other structure, and to such depth as may affect the structural design.

Substructure

All of that part of the structure below bottoms of bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls and wingwalls.

Superstructure

All of that part of the structure above bottoms of bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, except as noted above for substructure.

Superintendent

The executive representative of the Contractor authorized to receive and execute instructions from the Engineer, and who shall supervise and direct the construction.

Supplemental Specifications

Additions and revisions to the Standard Specifications. Generally include new or improved procedures, construction items or materials developed subsequent to the publication of Standard Specifications or specific specifications for a specific Contract.

Surety

The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts pertaining to the Work. When applying to the Bid Bond, it refers to the corporate body which engages to be responsible in the execution by the bidder of a satisfactory Contract.

Surface Treatment (As it pertains to roads)

The application of one or more seal coats with or without a prime coat.

Titles (or Headings)

The titles or headings of the sections and articles herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Traffic Lane

The portion of a traveled way for the movement of a single line of vehicles.

Trench

An excavation made for the purpose of installing or removing pipes, drains, catch basins, etc., and which is later refilled.

Utilities

The term shall mean storm drains, sanitary sewers, water mains, gas mains, electric and telephone lines, television cables, and traffic signal conduits and their appurtenances.

Value Engineering

See Value Engineering Incentive - Construction GP-4.10.

Vendor

A supplier of goods and/or materials.

Work

Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract.

Working Day

A calendar day upon which, in the opinion of the County Engineer, weather and soil conditions are such that the Contractor can advantageously Work more than half of the Contractor's current normal force for more than 5 consecutive hours on a major Contract item then being performed, or the remaining principal Work to be done. No Working days will be charged on: Saturdays, Sundays and County recognized holidays unless Contractor actually Works more than 5 hours thereon with prior approval of the County engineer.

Working Drawings

Stress Sheets, shop drawings, fabrication details, erection plans, plans for false Work, forms centering, cribs, cofferdams and masonry layouts, bending and placing drawings, and bar schedules for reinforcing steel and any other supplementary plans or similar data which the Contractor may be required to furnish.

In order to avoid cumbersome and confusing repetition of expressions in these Specifications, whenever it is provided that anything is, or is to be, or to be done, if, or as, or when, or where "contemplated," "required," "directed," "specified," "authorized," "ordered," "given," "designated," "indicated," "considered necessary," "permitted," "suspended," "approved," "acceptable," "unacceptable," "suitable," "unsuitable," "satisfactory," "unsatisfactory," or "sufficient," it shall be taken to mean and intend "contemplated," "required," "directed," "specified," "authorized," "ordered," "given," "designated," "indicated," "considered necessary," "deemed necessary," "permitted," "suspended," "approved," "acceptable," "unacceptable," "suitable," "unsuitable," "satisfactory," "unsatisfactory," or "sufficient" by or to the Engineer (with the approval of the County).

The sub-headings printed in these Specifications are intended for convenience of reference only, and shall not be considered as having any bearing on the interpretation thereof.

GP-1.04 ABBREVIATIONS

AAN	American Association of Nurserymen
AAPA	American Association of Port Authorities
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials

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ACI	American Concrete Institute
ACSP	Asbestos Cement Sewer Pipe
AI	Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASCP	Aluminized Steel Corrugated Pipe
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASLA	American Society of Landscaping Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATA	American Transit Association
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
AWS	American Welding Society
AGC	Associated General Contractors of America
BCCMP	Bituminous Coated Corrugated Metal Pipe
BCCMPA	Bituminous Coated Corrugated Metal Pipe Arch
B&S	Brown and Sharpe Wire Gauge

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BOCA	Building Officials & Code Administrators International, Inc.
CAP	Corrugated Aluminum Pipe
CSCD	Charles Soil Conservation District
CIP	Cast Iron Pipe
CISP	Cast Iron Soil Pipe
CMP	Corrugated Metal Pipe
COMAR	Code of Maryland Regulations
CRSI	Concrete Reinforcing Steel Institute
CSPX	Concrete Sewer Pipe, Extra Strength
CSPA	Clay Sewer Pipe Association
DIP	Ductile Iron Pipe
EEI	Edison Electric Institute
EIA	Electronics Industries Association
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration, U.S. Department of Transportation
FCC	Federal Communications Commission
FHWA	Federal Highway Administration, U.S. Department of Transportation
FRA	Federal Railway Administration, U.S. Department of Transportation
FRP	Fiberglass Reinforced Plastic
FSS	Federal Specifications and Standards, General Services Administration
HDP	High Density Polybutylene
HDPE	High Density Polyethylene
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineers Society

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IPCEA	Insulated Power Cable Engineers Association
IRT	Institute for Rapid Transit
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturers' Association
MDE	Maryland Department of the Environment
MIL	Military Specification
MSHA	Maryland State Highway Administration
MSMT	Maryland Standard Method of Test (as developed by the State Highway Administration)
MUTCD	Manual on Uniform Traffic Control Devices
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
PB	Polybutylene
PCA	Portland Cement Association
PCCP	Prestressed Concrete Cylinder Pipe
PE	Polyethylene
PGM	Planning and Growth Management
PTSP	Plastic Truss Sewer Pipe
PVC	Polyvinyl Chloride
RCSP	Reinforced Concrete Sewer Pipe
RCP	Reinforced Concrete Pipe
RLMI	Reflector and Lamp Manufacturers' Institute
RPM	Reinforced Plastic Mortar

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SAE	Society of Automotive Engineers
SAWP	Society of American Wood Preservers
SHA	Maryland Department of Transportation, State Highway Administration
SMECO	Southern Maryland Electric Cooperative
SRCMP	Spiral Rib Corrugated Metal Pipe
SSPC	Steel Structures Painting Council
TCP	Traffic Control Plan
UCPX	Unglazed Clay Pipe, Extra Strength
ULI	Underwriters' Laboratories, Inc.
UMTA	Urban Mass Transportation Administration, U.S. Department of Transportation
USSG	United States Standard Gauge
USSWG	United States Steel Wire Gauge
VE	Value Engineering
VECP	Value Engineering Change Proposal

END OF SECTION

General Provisions – 2

BIDDING REQUIREMENTS AND CONDITIONS

(RESERVED FOR FUTURE USE)

General Provisions – 3

AWARD AND EXECUTION OF CONTRACT

(RESERVED FOR FUTURE USE)

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SCOPE OF WORK

GP-4.01 CONTRACT INTENT

The Contractor shall (within specified tolerances) perform all work in accordance with the lines, grades, typical cross sections, dimensions and other data shown on the Plans or as modified by written orders, including the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor and all other things necessary to the satisfactory prosecution and completion of the project in full compliance with the Contract requirements.

In the event that any material to be furnished by the Contractor is not available in the time it is required and will retard progress of the work, the County may or may not furnish such material on a loan basis to the Contractor. In any case, the Contractor shall furnish evidence to the County that all effort has been made by him to procure the material on time.

It shall be the Contractor's responsibility to obtain this material from the source designated by the County Engineer. The Contractor shall examine and inspect all borrowed material before loading and the Contractor shall be responsible for the material after it is taken from the designed source. All material borrowed by the Contractor shall be replaced by him in accordance with the terms of the loan.

GP-4.02 CONTRACT DOCUMENT DISCREPANCIES

In the event the Contractor discovers any discrepancies in the Contract Documents, the Contractor shall immediately notify the County Engineer. The County Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract. In cases of discrepancies between the contract documents and applicable Federal, State, County, or Local codes, the codes shall govern.

These General Provisions, the Plans, Specifications, all Addenda, and supplementary documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be a complementary and to describe and provide for a complete work.

In resolving conflict, error or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence; Pre-bidding Conference, lowest precedence):

- Change Orders
- Addenda
- Federal, State, County, and/or Local Requirements
- Permits, Right-of-Way Agreements
- Special Provisions of Specifications
- General Provisions (Charles County)

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Drawings
Standard Specifications
Standard Details
Proposal
Contract
Notice to Contractors
Pre-construction Conference
Pre-bidding Conference

In the event that conflicts, errors and discrepancies are not resolved by the Contract Documents' order of precedence, such as a dimension opposed to a scaled distance, when both occur on a drawing, the more restrictive provision or accurately indicated detail as decided by the County Engineer, shall govern.

In the event of any discrepancy between the drawings and the figures written thereon, the figures shall govern over the scaled dimension.

GP-4.03 CONSTRUCTION PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

RESERVED FOR FUTURE USE

GP-4.04 CONTRACTOR COOPERATION

4.04.1 The Contractor will keep available on the project site at all times one complete set of Contract Documents.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the County Engineer and County Engineer's Inspectors in every way possible.

4.04.2 **Capital Improvement Projects**

The Contractor shall assign to the contract as the Contractor's agent, a competent superintendent capable of communicating in English and capable of reading and thoroughly understanding the contract documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the County Engineer or the County Engineer's authorized representatives. The superintendent shall have full authority to execute the orders or directions of the County Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet. Said superintendent shall be on the project site at all times when the work is in progress.

If in the opinion of the County Engineer, the superintendent assigned to the contract does not perform work in a proper manner or is intemperate or disorderly, the superintendent, at the written request of the County Engineer, shall be removed forthwith by the contractor or subcontractor employing such superintendent, and the person shall not be employed again on any portion of the work without approval of the

County Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable personnel as required, the County Engineer may withhold payments which are or may become due under the Contract until a satisfactory understanding has been reached.

GP-4.05 UTILITIES

- 4.05.1 It is understood and agreed that the Contractor has considered in the Contractor's bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall have responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the responsibility of the Contractor.

The Contractor shall be responsible for all temporary service arrangements and charges provided by SMECO, the Bell Atlantic Telephone Company, Jones Intercable Company, and/or the Charles County Fiscal Services Billing Division, including those incurred during the time interval between the installation of permanent services and the Substantial Completion Acceptance of the Charles County Facilities constructed under the Contract. The Contractor shall ensure that such arrangements are timely so as to not delay the Contractor's schedule of construction. Until Substantial Completion Acceptance by Charles County of the facility under construction, the Contractor shall be responsible for all charges for electrical power consumption and/or telephone service, including those incurred during the time interval between the installation of the permanent electric or telephone service and the Substantial Completion Acceptance of the facility. The Contractor shall indemnify the County against any costs of repair to the permanent service installations made necessary by negligence of the Contractor and/or the Contractor's subcontractors.

The Contractor shall be responsible for contacting and coordinating the work of private utilities.

Relocation of water mains and service, sewers, storm drains, and other County owned utilities will be performed at the Contractor's expense.

- 4.05.2 Capital Improvement Projects

It will be the County's duty to issue appropriate purchase orders to all utility companies, all pipeline owners or other parties affected, and to endeavor to have all necessary adjustments made of the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction in a timely manner or otherwise as stated in the Special Provisions.

Gas lines, valves, and meter boxes; electric, telephone, and television cables and cable-ways; and all other non County owned utility appurtenances within the limits of the proposed construction are to be moved at County expense, unless done so for the

convenience of the Contractor and/or the Contractor's construction procedures, except as otherwise provided for in the Special Provisions as noted on the plans.

GP-4.06 UNAUTHORIZED WORK

4.06.1 Any work which may be done by the Contractor prior to receipt of the Notice to Proceed or County permit; work beyond, contrary to, or regardless of the instructions of the County Engineer; work done beyond the lines and grades shown on the Plans, or as given; or any extra work done without written authority will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. Work so done may be ordered removed and/or replaced at the Contractor's expense.

4.06.2 Borrow or any other materials shall not be obtained from areas adjacent to the work for incorporation therein without written approval by the County Engineer, and in no event shall the removal of materials be such as to detract from the uniformity and neatness of the improvements. All materials obtained contrary to the above restriction shall be considered unauthorized and shall not be measured or paid for, and further, upon order of the County Engineer, in writing, all such materials shall be removed from the limits of the work.

GP-4.07 VARIATIONS IN ESTIMATED QUANTITIES

RESERVED FOR FUTURE USE

GP-4.08 CHANGES

RESERVED FOR FUTURE USE

GP-4.09 DIFFERING SITE CONDITIONS

4.09.1 The Contractor shall promptly, and before such conditions are disturbed, notify the County Engineer in writing of:

A. subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents;

or

B. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

GP-4.10 VALUE ENGINEERING INCENTIVE - CONSTRUCTION

RESERVED FOR FUTURE USE

GP-4.11 STRUCTURE AND OBSTRUCTION REMOVAL AND DISPOSAL

RESERVED FOR FUTURE USE

GP-4.12 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

RESERVED FOR FUTURE USE

GP-4.13 FINAL CLEAN UP

Upon completion of the work specified in the Contract and before Substantial Completion Acceptance and final payment for Capital Improvement projects will be made, the construction area and all other adjoining areas (other than those owned by the Contractor) occupied by the Contractor during the construction of said Contract shall be cleaned of all surplus and discarded materials, spilled materials, excess materials left deposited on the permanent work as a result of the Contractor's operations, false work, rubbish and temporary structures and buildings that were placed thereon by the Contractor. The adjoining areas mentioned above, outside the normal pay limits for seeding, will be reshaped, seeded and mulched, or otherwise restored in a condition equal to or better than originally existed, or as directed by the County Engineer at the Contractor's expense.

END OF SECTION

IMPORTANT PLEASE NOTE: All publications located within the Planning and Growth Management section of the web site are believed to be accurate as of their posting date. However, they may not be accurate on the day you view them. To verify whether these documents are the most current official document, please contact the division associated with the document in question.

GP-5

CONTROL OF WORK

GP-5.01 AUTHORITY OF THE COUNTY

5.01.1 The County shall decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of said Work; all questions which may arise as to the interpretation of any or all Plans and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

5.01.2 The County shall have the authority to suspend the Work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

5.01.3 The County shall have the authority to suspend the Work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods as the County may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any other condition or reason deemed to be in the public interest.

GP-5.02 COMMUNICATIONS WITH THE CONTRACTOR

The mailing, in a United States post office box, of any written communication or order, addressed to the Contractor at the Contractor's business address filed with the County or to the Contractor's office at the site of the Work, shall be considered as sufficient service upon the Contractor of such communication, notice, or order and the date of said service shall be the date of such mailing.

GP-5.03 WORKING DRAWINGS

The approved Plans will be supplemented by such working drawings as are necessary to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Plans shall be in writing and approved by the County. When at any time reference is made to the Plans, the interpretation shall be the Plans as affected by all authorized alterations then in effect. Contractor shall provide at the Contractor's expense all necessary and required working drawings and shall have them adequately checked, after which they shall be submitted to the County for review. The County may reject or approve such drawings and return them for revisions, in which case the Contractor shall submit new additional or revised drawings as required. No items involving such drawings shall be incorporated in the Work until those drawings have been accepted for use by the County, but such acceptance shall not relieve the Contractor of any responsibility in connection therewith.

All working drawings shall be prepared in accordance with current County Standards. A copy of the approved plans, approved working drawings, current County Standard

Details, current County Specifications for Construction, Health and Safety Plan, and all applicable permits must be present onsite during any time of construction.

GP-5.04 SUBMITTALS

5.04.1 General

The Contractor shall submit to the County a minimum of 5 hard and 1 electronic copies of each submittal for review and approval unless otherwise directed by the County. Electronic format shall be as determined by the County. The County may also require submittals to be provided in their raw electronic format as deemed necessary. All submitted hard copies shall be printed from the accompanying electronic copy to ensure consistency. The Contractor shall prepare additional submittals as necessary to execute the work. At the time of submission the Contractor shall call to the County's attention, in writing, any deviations that the submittals may have from the requirements of the Plans and Specifications. All submittals shall be submitted with an Index and a cover letter for approval within the time frame specified.

5.04.2 Submittal Procedures

A. Transmit each required submittal using County accepted form.

B. Number the submittals as follows:

1. First - Specification section number.
2. Submittal number within the specification section.
3. Review cycle number.
4. Title of submittal.

For example:

15073-01 – Field lock gaskets for DIP (initial review)
15073-01R1 - Field lock gaskets for DIP (first resubmittal)
15073-02 – Flange pipe and fittings initial review)
15073-02R1 – Flange pipe and fittings (first resubmittal)
15073-02-R2 – Flange pipe and fittings (second resubmittal)

C. Identify Project, Contractor, subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents. Stamp shall show the following information:

1. Shop Submittal Number
2. Deviations: None _____ ; As Listed _____
3. Reference Specification Number
4. Reference Drawing Number
5. Space Requirement: As Designed _____ Different, As Listed _____
6. Representation is made to the Owner and County that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that he has reviewed and coordinated the information in each shop drawing with the requirements of the work and the Contract Documents, and hereby approves this submittal.

Contractor _____

Signature _____

Date _____

- E. Schedule submittals to expedite the Project, and deliver to County at business address. Coordinate submission of related items.
- F. Identify deviations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work. Identify space requirements which differ from those designed or shown on the Contract Documents.
- G. Provide space for Contractor and County review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- J. Submittals not requested will not be recognized or processed.

5.04.2.1 Construction Progress Schedules

- A. Submit preliminary progress schedule within 10 days after date indicated in the Notice to Proceed for County review.

- B. Submit revised schedules at each progress meeting, identifying changes since previous version. At a minimum, revised schedules should be provided on a monthly basis.
- C. Prepare a horizontal bar chart in Gantt format with separate line for each section of Work.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each progress meeting.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

5.04.2.2 Proposed Products List

- A. Within 10 days after date indicated in the Notice to Proceed, submit complete list in spreadsheet format of major products proposed for use, with name of manufacturer, trade name, and model number of each product, URL (website address), and appropriate Specification Section Number.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, URL (website address), and reference standards.

5.04.2.3 Product Data

- A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- B. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. After review and approval by County, provide copies for required record documents onsite during construction and for inclusion in the Operation and Maintenance Manuals for the project.

5.04.2.4 Construction Photographs

- A. Take pre-construction photographs of physical features on private and public property which may be disturbed by Contractor's operations:
 - 1. Take photographs just prior to start of construction in a particular area.

2. Camera angle, direction, and frequency will be dictated by range and nature of physical features to be recorded.
 3. Provide minimum of 40 photographs as digital images on electronic media as JPEG files and as 4" x 6" prints.
- B. Take construction photographs of job progress and completed project as follows:
1. Take a minimum of 40 photographs from differing directions indicating relative progress of the Work every seven days and submit with each application for payment.
- C. Completed project photographs shall be 8-inch x 10-inch prints and also provided on digital media as JPEG files.
- D. Identify prints with date, time, orientation, and project identification.
- E. Contractor shall submit three acceptable copies of each print to County, who will be sole judge of acceptability. County, will transmit one copy to Contractor.
- F. Minimum number of acceptable photographs is 20. Unacceptable photographs will not be charged against the allowance total.

5.04.2.5 Shop Drawings

The Contractor shall submit the shop drawings with a cover letter marked as either "Submitted as Specified" or "Submitted as Equal to Specified."

Each shop drawing submission shall cover only one specification section item, which shall be identified in the cover letter. Each copy of the shop drawings shall be marked to identify all options or features the equipment will contain.

All shop drawings, regardless if "Submitted as Specified" or "Submitted as Equal to Specified," shall be furnished with complete, specific, detailed information from the manufacturer or supplier of the material or equipment the Contractor proposes to furnish, in which the requirements of the Specifications are clearly shown to be met. This shall include a point by point comparison with the detail requirements of the Specifications.

Where any article is specified by trade name or name of manufacturer with or without the clause "or County approved equal", it is intended to establish the quality of the article. If the Contractor proposes to use material or equipment of another manufacturer as an "or County approved equal" to materials or equipment specified, all shop drawings shall conform to the following requirements, conditions, and procedure:

Substitution of equipment or materials other than those specified will be considered, providing, in the opinion of the County, such equipment or material is equal to, or better than that specified. The decision of the County with respect to approval or

disapproval of any material or equipment proposed to be substituted as an "or County approved equal" is final. The Contractor shall have no claim of any sort by reason of such decision.

If the Contractor proposes to substitute materials or equipment as "or County approved equal" to those specified, it shall be the Contractor's responsibility to furnish, in addition to the information discussed above, a point by point comparison of the material or equipment specified under the Contract and that proposed to be substituted. The burden of responsibility in furnishing this information is with the Contractor.

If incomplete or irrelevant data is submitted as evidence of compliance with this section of the Specifications, the data will be returned and the request for approval will be denied.

5.04.2.6 Approval

The County will review and stamp the shop drawings in one of the following ways:

- A. Accepted as Specified
- B. Accepted as Equal to Specified
- C. Accepted as Noted
- D. Accepted Conditionally
- E. Revise and Resubmit
- F. Rejected
- G. Informational Purposes Only

The County's comments will include specific details as to why or where the shop drawings do not comply with the Contract drawings or specifications. The County may review only such written data and details as are transmitted to the County by the Contractor. The Contractor shall coordinate between all suppliers and Subcontractors.

After review and approval by County, provide copies for required record documents onsite during construction and for inclusion in the Operation and Maintenance Manuals for the project.

5.04.3 Plan and Specification Conformity

Corrections or comments on the shop drawings during the County's review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. The County will not be responsible for errors or omissions on drawings furnished by the Contractor, even though drawings containing such errors or omissions are inadvertently approved. The review is only general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; and in performing this in a safe manner. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the County of the deviations,

in writing accompanying the shop drawings, including the reasons for the deviations, and shall request a deviation from the Contract Documents.

5.04.4 Fabrication

The Contractor's attention is specifically directed to the fact that no items shall be fabricated, nor equipment or materials ordered nor any construction performed, prior to approval by the County of shop drawings applicable thereto. However, to expedite the Project, the Contractor may request in writing authorization from the County to order critical items before formal approval of drawings. Items ordered or fabricated without such authorization or until drawings are approved by the County which are subsequently rejected are the responsibility of the Contractor and may not be the subject of a claim for compensation.

5.04.5 Payment

RESERVED FOR FUTURE USE

5.04.6 As-Built Drawings

The Contractor shall maintain one set of Plans clearly marked to show all field modifications and other changes. The Contractor is responsible for recording and advising the County promptly of any necessary field modifications and ensuring accurate as-built drawings. Physical measurements must be furnished for each surface structure from manholes, hydrants, building corners or other County approved points.

As-builts shall be submitted to the County for review and approval by the Developer's engineer for Developer Projects. On all other projects, the Contractor shall submit to the County as-built drawings for review and approval. Electronic copies of as-builts submitted to the County shall be layered and all content shall be searchable.

5.04.7 Operation and Maintenance Manuals

5.04.7.1 General

The Contractor shall submit to the County Operation and Maintenance (O&M) Manuals for review and approval. The O&M Manual shall cover all products, equipment, and systems provided and installed under this Contract.

5.04.7.2 Manual Preparation

Manuals shall include both a comprehensive shop drawing submittal log as well as equipment operation and maintenance data.

The Contractor's prepared manual may be supplemented by additional operational data prepared by the design engineer as directed by Charles County. The inclusion of engineer prepared information shall not relieve the Contractor of completing the Contractor's requirements as described in the Contract documents.

The shop drawing submittal portion of the manual shall contain a complete set of all approved shop drawing submittals for the Project. A typed table of contents shall be prepared by the Contractor indicating the submittal number and submittal description. All submittals shall be indexed by a reinforced divider with a typewritten tab indicating the submittal number.

Operation and maintenance information shall be included for all mechanical and electrical equipment. The compiled data shall consist of assembly drawings, brochures, bulletins, catalogs, catalog cuts, installation guides, lubrication schedules, operator's/owner's/maintenance manuals, recommended spare parts inventory and ordering information, trouble-shooting guides, warranty information, as-built wiring diagrams and other related data necessary for the operation, preventative maintenance and repair of equipment installed under this Contract.

Contractor shall provide complete electronic operation and maintenance manuals, bookmarked per Table of Contents for each equipment manual, as well as include a bookmark for each section of the manual to serve as an overall Table of Contents. All product literature and drawings shall be fully searchable, unlocked, editable PDF documents that are provided by the manufacturer and not a text conversion of a raster image.

As a minimum the Contractor furnished O&M Manual shall include the following information:

1. Title page giving name and location of facility, Project number, Contract number, General Contractor (name, address, and phone number), and design engineer (name, address, and phone number) and date.
2. Approved Equipment Inventory Form per GP-5.04.8. Equipment IDs listed on the form shall be used when referencing equipment throughout the O&M Manual.
3. Tabbed index dividers with the name, address, and phone number of the equipment manufacturer, supplier, subcontractors, installer, and authorized representative for parts and service. In addition, all equipment nameplate data and serial numbers shall be reproduced on the front of the divider.
4. Operational narrative, control description, and facility/system narrative.
5. Performance curves with operating points identified where applicable.
6. Manufacturer's shop cuts and dimension drawings of each piece of equipment with assembly details of replacement parts.
7. Manufacturer's installation, operation, maintenance, and lubrication instructions for all equipment.
8. Manufacturer's trouble-shooting guides presented in the format of "decision trees."

9. Complete wiring diagrams of all individual pieces of equipment and systems including one-line diagrams, schematic diagrams, and interconnection and terminal board identification diagrams.
10. Piping and interconnecting drawings, including system interconnections.
11. Complete parts list with parts assembly drawing, names and addresses of spare parts suppliers, and a list of recommended spare parts to be kept in stock. In addition, a complete listing of spare parts included in the original equipment purchase order and turned over to Charles County shall be included.
12. Instructions with diagrams for disassembling and re-assembling the equipment for repairs or overhaul.
13. Completed Equipment File Maintenance Forms for each piece of equipment furnished under the Contract. The County will provide blank equipment forms with instructions for Contractor use.
14. Test results and certifications including infrared tests, load tests and vibration signatures.
15. Approved as-built drawings.

All information for the manuals shall be organized and assembled in loose-leaf 3-ring binders with black plastic-coated or vinyl covers. Where necessary, more than one binder may be used to assemble the data. When two or more binders are used, each book or volume shall be titled to indicate its particular book or volume number and the total number of volumes per set (i.e., volume 2 of 12). The Contractor shall plan manual contents and shall "break" the data between volumes at reasonable locations so no loss in continuity of data presentation occurs.

Tabbed index dividers shall be typewritten for legibility. Dividers shall be reinforced on the binding edge. The indexing system shall allow easy identification and retrieval of information. The indexing system shall be consistent throughout the entire manual.

All data for inclusion in the manuals shall be printed on an 8-1/2" X 11" sheet size. Where drawings or schematic diagrams cannot be reduced and maintain legibility, they may be folded to a size of 8-1/2" X 11". Folded drawings shall be bound into the manuals by using file pockets or sheet protectors with manufactured three-hole binding edges.

Illegible data due to any cause, including poor copy quality or reduction, will not be accepted. Manuals with illegible data shall be rejected and returned to the Contractor for correction.

5.04.7.3 Approval

While Work is in process, but prior to the 50 percent completion, the Contractor shall submit three (3) copies of the O&M Manual in preliminary draft form to the County for review. The preliminary draft shall include, but not be limited to approved shop drawings to date, operational narrative, control description, and facility/system narrative.

Prior to completing the Work and prior to the 80 percent completion, the Contractor shall submit the final draft O&M Manual to the County for review. All comments generated by the County during review of the preliminary draft manual must be adequately addressed by the Contractor prior to submission of the final draft manual. The final draft O&M Manual must be received by the County prior to scheduling the Substantial Completion Acceptance inspection and issuance of Substantial Completion Acceptance.

Upon approval of the final draft O&M Manual by the County, the Contractor shall submit (3) copies of the final O&M Manual prior to the Final Acceptance inspection and issuance of the Final Certificate of Acceptance.

There will be no deviations from these requirements.

5.04.8 Equipment Inventory Forms

Prior to Substantial Completion Inspection, the Contractor shall complete the County's Equipment Inventory Form and submit to the County for review and approval.

GP-5.05 CONFORMITY WITH CONTRACT REQUIREMENTS

All Work performed and all materials furnished shall be in conformity with the Contract requirements.

In the event the County finds the materials or the finished product in which the materials are used or the Work performed is not in reasonably close conformity with the Contract requirements and has resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

In the event the County finds the materials or the finished product in which the materials are used is not in strict conformity with the Contract requirements, but that acceptable Work has been produced, the County shall then make a determination if the Work shall be accepted.

GP-5.06 COOPERATION BETWEEN CONTRACTORS

5.06.1 Separate Contractors on adjoining or overlapping Work shall cooperate with each other as necessary. Such cooperation shall include:

- A. Arrangement and conduct of work;

- B. Storage and disposal of materials, etc. by each in such manner as to not unnecessarily interfere with or endanger the progress of the Work being performed by other Contractors.

Contiguous Work shall be joined in an acceptable manner.

- 5.06.2 The County shall have the right at any time to Contract for and perform other Work on, near, over or under the Work covered by this Contract. In addition, other Work may be performed under the jurisdiction of other Contracting agencies. In such cases, when a dispute arises among the Contractors, the County will decide who will have jurisdiction over said dispute. The Contractor shall cooperate fully with such other Contractors and carefully fit the Contractor's own Work to such other Work as may be directed by the County.
- 5.06.3 The Contractor agrees that, in event of dispute as to cooperation, the County will act as referee, and decisions made by the County will be binding. The Contractor agrees to make no claims against the County for any inconvenience, delay or loss experienced because of the presence and operations of other Contractors.
- 5.06.4 In the event of disputes or claims between Contractors on the Project, the County shall have no liability regarding any claims of the Contractors against one another. In such event, said Contractors shall hold the County harmless with regard to the Contractors' disputes or claims against one another.

GP-5.07 INSPECTORS' AUTHORITY AND DUTIES

Inspectors shall be authorized to inspect all Work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, manufacture or testing of the materials to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the Contract, nor is the inspector authorized to approved or accept any portion of the complete Project. The inspector is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract. The Inspector shall have the authority with the approval of the County to reject materials or suspend the Work until any questions at issue can be referred to and decided by the County. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the Contract.

The Inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the Inspector may give the Contractor shall not be construed as binding the County or County in any way, or releasing the Contractor from fulfilling all of the terms of the Contract.

Where there is a disagreement between the Contractor (or the Contractor's representative) and the Inspector, the Inspector will immediately direct the County's attention to the issue of disagreement and if the Contractor still refuses to make correction, comply or suspend Work, the County will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order suspending the Work and

explaining the reason for such shutdown. The Inspector shall deliver the shutdown order to the Contractor, and shall immediately leave the site of the Work. Any Work performed during the Inspector's absence will not be accepted and the County may require any such Work to be removed and disposed of at the Contractor's expense.

GP-5.08 INSPECTION OF WORK

All materials and each part or detail of the Work shall be subject at all times to inspection by the County. The Contractor will be held strictly to the Contract and allowable tolerances in regard to quality of materials, workmanship and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection and any material furnished under the Contract is subject to such inspection. The County shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. The Contractor shall notify the County at least 48 hours prior to beginning Work or re-mobilizing after a period of inactivity on the Project.

If the County 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 standards required by the Contract.

When the United States Government or any railroad, corporation or other agency is to pay a portion of the cost of the Work covered by this Contract, their respective representatives shall have the right to inspect the Work.

The Contractor is not relieved of any obligation under the Contract due to any of the following:

- A. Work is not inspected.
- B. Work, or any part thereof, is inspected.
- C. Lack of presence of any County representation on the Project site.
- D. The presence of any County employee on the Project site.
- E. Approval or acceptance of any Work performed or approval of materials and equipment for use in Work under the Contract.

If Work, materials or equipment is found to be defective and not in conformance with Contract Document requirements at any time after completion of Work, the Work may be rejected, in whole or in part.

The County shall not assume expenses incurred on Developer Projects.

GP-5.09 DEFECTIVE WORK REMOVAL

All Work and materials which do not conform to the requirements of the Contract will be considered unacceptable, unless otherwise determined acceptable under the provisions in GP-5.04.

Any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by Work and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by the County.

Upon failure on the part of the Contractor to comply promptly with any order of the County, made under the provisions of this Section, the County shall have authority to cause defective Work to be remedied or removed and replaced and unauthorized Work to be removed.

GP-5.10 MAINTENANCE OF WORK DURING CONSTRUCTION

5.10.1 The Contractor shall maintain the Work during construction and until Final Completion Acceptance unless otherwise specified. This maintenance shall be continuous Work accomplished when and as required, with adequate equipment and forces, to the end that all parts of the Work are kept in a presentable, workable and safe condition at all times.

5.10.2 Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such waters and such drainage shall be diverted or removed when necessary to prevent damage to excavation, embankments, surfacing, structures or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed.

5.10.3 In the event that the Contractor's Work is ordered shutdown for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire Project as provided herein and provide such ingress and egress for local residents or tenants adjacent to the Project site, for tenants of the Project site, and for the general public as may be necessary during the period of suspended Work or until the Contract has been declared in default.

5.10.4 On Projects where traffic flow is maintained, the Contractor shall be responsible for repair of all traffic damages to the Work, either partially or totally completed, until such time as the Work is conditionally accepted by the Engineer. Responsible, as used here shall mean the responsibility for restoration and the cost thereof, unless otherwise expressly provided for in the Special Provisions.

GP-5.11 FAILURE TO MAINTAIN ENTIRE PROJECT

Failure on the part of the Contractor, at any time, to comply with the provisions of GP-5.09 will result in the County immediately notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy

unsatisfactory maintenance within 24 hours after receipt of such notice, the County will immediately proceed with adequate forces and equipment to maintain the Project; and the entire cost of this maintenance will be deducted from monies due the Contractor.

GP-5.12 ACCEPTANCE

5.12.1 Substantial Completion Acceptance

Whenever, in the course of performance of a Contract, the Contractor shall consider the Work to have been properly completed and ready to be accepted and/or placed into service by the County, the Contractor shall make a written application for Substantial Completion Acceptance for the Contract.

Upon receipt of such application, the County will make an inspection of the work, along with representatives from the Contractor and the Project Inspector. Upon completion of all repairs or replacements by the Contractor which may appear at that time in the judgment of the County to be necessary, the County will process and issue to the Contractor a Certification of Substantial Completion Acceptance.

If, at the conclusion of the Substantial Completion Acceptance inspection requested by the Contractor as described above, additional tests, testing, and/or reinspection is required because of failures or defects due to improper or faulty construction, materials, and/or equipment furnished and/or installed by the Contractor, or for other reason(s) attributable to the Contractor's performance of Work under the terms of this Contract, or because of lack of preparation for the inspection by the Contractor, or because of the lack of timely delivery of documentation required by this Contract as a condition to Substantial Completion Acceptance, all costs of County personnel, equipment, utilities, and services associated with the reinspection(s) and/or retest(s) will be reimbursed to Charles County by the Contractor.

5.12.2 Final Completion Acceptance

Whenever, in the course of performance of a Contract, the Contractor shall consider the Work to have been properly completed, the Contractor shall make a written application for a Final Completion Inspection of the Work under the Contract. Upon receipt of such application, the County will make an inspection of the work, along with representatives from the Contractor and the Project Inspector. If at such inspection, all construction provided for and contemplated by the Contract is found completed, such inspection shall constitute the Final Inspection and the County shall make the Final Completion Acceptance as of that date and the Contractor shall be notified of such acceptance in writing within 10 days. After Final Completion Acceptance the County will assume responsibility for maintenance, repairs, and/or replacement except where otherwise provided by the Contract.

The date of this Final Completion Acceptance certification will be the beginning of a one year guarantee period, during which the Contractor shall at the Contractor's own cost and expense, make all repairs and replacements which, in the judgment of the County, may become necessary during the guarantee period on account of any failures or

defects due to improper construction or materials furnished by the Contractor. During the guarantee period, should the Contractor fail to make needed repairs and replacements within 10 days of service of notice by the County, or the work is of an emergency nature, the County shall be empowered to make any repairs or replacements and the cost of the required repairs or replacements shall be the financial responsibility of the Contractor. To insure the County against the nonpayment of such costs, the County will either require the retainage of 10 percent of the total value of the construction bond plus the value of Work remaining at the time of Final Completion Acceptance or require the Contractor to post an equivalent Maintenance Bond in accordance with GP 5.12.3.

5.12.3 Maintenance Bond

If approved by the County, the Contractor shall, at the time of Final Completion Acceptance, furnish a Maintenance Bond in favor of the County in the amount of 10 percent of the total value of the Contract. Such bond shall be in a form and with collateral approved by the County, binding the Contractor as principal, and the Surety, to promptly and properly replace any improper Work or materials that may become apparent within the guarantee period one year following the date of the Final Completion Acceptance certification for the Work under the Contract. The allowable forms of collateral are irrevocable letters of credit, cash escrow, or surety company. Upon acceptance by the County at the end of the guarantee period the sum retained by the County will be returned to the Contractor.

GP-5.13 DISPUTED WORK AND CLAIMS

5.13.1 Claims by Contractor

RESERVED FOR FUTURE USE

5.13.2 Claims by Subcontractors and Suppliers

No claims shall be brought against the County by any of Contractor's subcontractors or suppliers. The Contractor shall not act as a conduit for claims by subcontractors against the County, and any appeals provision in any Contract between the Contractor and any subcontractor or supplier to which the Contractor agrees to present to the County any claim or any subcontractor shall be invalid.

GP-5.14 LINES, GRADES, ELEVATIONS

RESERVED FOR FUTURE USE

GP-5.15 OTHER GOVERNMENT AGENCY INSPECTION

When the United States Government pays all or any portion of the cost of a Project, the Work shall be subject to the inspection of the appropriate Federal Agency. Such inspection shall in no sense make the Federal Government a party to this Contract, and will not interfere, in any way, with the rights of either party thereunder. The State of

Maryland, public utilities, railroads, etc. shall have rights of inspection for construction activities in their rights-of-way in accordance with the provisions of their agreements with the County to conduct such Work. Copies of these agreements are incorporated in the Contract Specifications.

END OF SECTION

GP-6

CONTROL OF MATERIAL

GP-6.01 GENERAL

All materials shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall submit for approval, in writing, to the County Engineer the sources from which the Contractor proposes to obtain all materials requiring approval, testing, inspection or certification prior to incorporation into the Work as soon as possible after receipt of notification of award of the Contract.

GP-6.02 APPROVAL OF MATERIAL SOURCES

The County Engineer will inform the Contractor as to the acceptability of each material source as soon as an evaluation of the sources proposed can be made. No material may be incorporated into the Work until approval of the source has been given. Where delivery of materials to the job site is made prior to approval, such delivery is made at the Contractor's risk and subject to immediate removal at no cost to the County in cases where it is determined that the source is not acceptable.

Material sources may be rejected even though prior samples meet the applicable Specifications where it is evident that the material tends to be of marginal quality as compared to the Specification limits in one or more of its properties.

All source approvals are made subject to continuing production of materials meeting the Specifications. Where this condition is not met, the approval of any source may be withdrawn by the County Engineer at any time.

GP-6.03 APPROVAL OF PLANTS AND SHOPS

Immediately upon receipt of the Contract Notice to Proceed, the Contractor shall submit in writing, for the County Engineer's approval, the location and ownership of plants or fabricating shops at which materials for the Project will be processed.

The County Engineer will inform the Contractor of acceptability of proposed plants or shops as soon as an evaluation can be made. No material is to be shipped from these sources until approval has been given.

Plant or shop approvals are made subject to continuing production of materials meeting the Specifications. Where this condition is not met, the approval of any plant or shop may be withdrawn by the County Engineer at any time.

GP-6.04 SAMPLES, TESTS, CITED SPECIFICATIONS

CONTROL OF MATERIAL

GP-6-2

All materials used will be inspected, sampled and tested in accordance with these requirements and others as are set forth elsewhere in these Specifications or in the Special Provisions in which particular reference is made to a specific material. For Capital Improvement Projects, unless otherwise designated, tests will be made in accordance with the most recently published cited standard, tentative or interim methods of AASHTO, ASTM or others which are current on the date of advertisement for bids. These tests will be made by and at the expense of the County, unless otherwise specified.

Acceptance testing by the County as described here and elsewhere is not considered as a replacement for control testing conducted by the Contractor or manufacturer producing materials for the Contractor. When the Contractor or manufacturer is not providing adequate control testing facilities in the Contractor or manufacturer's own behalf, the County Engineer may refuse to carry out resampling and testing of materials which have been shown to be defective by normal sampling and testing routines. The County Engineer may also refuse to resample and test defective materials until and unless corrective action has been taken by the Contractor or manufacturer.

GP-6.05 CERTIFICATION OF COMPLIANCE

The County Engineer may permit use before sampling and testing of certain materials or assemblies accompanied by Certificates of Compliance stating that such materials or assemblies fully comply with requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered must be accompanied by a Certificate of Compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested at any time and if found not in conformity with Contract requirements will be subject to rejection whether in place or not.

The form and distribution of Certificates of Compliance will be as approved by the County Engineer.

The County Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of Certificates of Compliance.

GP-6.06 PLANT AND FIELD LABORATORIES

At proportioning, batching or mixing plants, the Contractor shall provide a plant laboratory in which to house and use the equipment necessary to conduct the tests required. The laboratory shall generally comply with the requirements of the MD DOT SHA Specifications. Adequate facilities must be available to supply water necessary for performance of any tests that may be required.

Approval of a plant for proportioning, batching or mixing will be contingent upon availability of a plant laboratory such as described above.

GP-6.07 PROJECT CONTROL TESTING

Materials from approved sources, plants, or shops will be subjected to control tests by the County Engineer at locations and frequency as the County Engineer deems appropriate.

The point or points of sampling will be those points at which required physical or chemical properties are to be met. It is intended that insofar as is practical these points will be in the product process just before inclusion into the Work or into combination with other materials. It is also intended that sampling and testing by the County Engineer be conducted in a manner and at points to minimize interference with maintaining an efficient schedule by the Contractor, however the Contractor shall schedule the Contractor's operation so as to allow adequate time for sampling and testing by the County Engineer. Where the nature of the Work precludes the attainment of both of these ends simultaneously, the County Engineer will designate points of sampling in a manner to insure that the Specifications are met.

While it is required that all materials will conform to specified values for all properties, the County Engineer may designate different points of sampling and different sampling intervals for separate characteristics of any material.

The Contractor shall assist the County Engineer in sampling of materials, make provision for safe and reasonable access, and allow the County Engineer sufficient time to coordinate and make appropriate tests.

The County Engineer may elect, where possible, to sample and test lots of material at the point of manufacture. In this case, lots may be given approval, and where practical, so marked by the County Engineer. This procedure assumes that consistent production and appropriate storage, handling and shipping practices will be maintained by the manufacturer, hauler and the Contractor. Such approval does not preclude subsequent inspection, sampling, and testing of materials at the job site with acceptance or rejection being predicated on results of these later procedures.

GP-6.08 STORAGE AND HANDLING OF MATERIALS

Materials shall be stored to assure preservation of their quality and acceptability for the Work. Stored materials, even though approved before storage, may again be inspected before their use. For Capital Improvement Projects stored materials will not be paid for until installed in accordance with the Contract Documents. Stored materials shall be located to facilitate prompt inspection. Approved portions of the right-of-way or Project site may be used for storage purposes and placing of the Contractor's plant and equipment; such storage areas must be restored to original condition by the Contractor at the Contractor's expense. Any additional space required must be provided by the Contractor at the Contractor's expense.

GP-6.09 UNACCEPTABLE MATERIALS

6.09.1 Materials represented by samples taken and tested in accordance with the specified test and failing to meet required values shall be considered to be defective regardless of prior tests or approvals.

6.09.2 Unless otherwise allowed by the County Engineer as set forth below, defective materials will be removed from the site with any tags, stamps or other markings implying conformance with specifications removed or obliterated.

6.09.3 Where defects can be corrected, the Contractor may propose corrective action in accordance with the manufacturer's recommendation or by other means as the Contractor deems appropriate to the County Engineer. The County Engineer may

CONTROL OF MATERIAL

GP-6-4

approve the corrective action but does not assume responsibility for the success thereof. Retests may be made to determine acceptability of the material after corrective measures have been taken.

6.09.4 The cost of replacing, correcting and/or removal of defective material will be the responsibility of the Contractor.

6.09.5 The cost of repairing or replacing other materials damaged by the installation, correction, and/or removal of defective materials will be the responsibility of the Contractor.

GP-6.10 COUNTY FURNISHED MATERIAL

The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by the County. Materials furnished by the County will be delivered or made available to the Contractor at the point or points specified in the Special Provisions. For Capital Improvement Projects the cost of handling and placing all materials, after delivery to the Contractor, shall be considered as included in the Contract price for the item in connection with which they are used.

The Contractor will be held responsible for all material delivered to the Contractor, and deductions will be made from any monies due the Contractor to make good any shortages and deficiencies, from any cause whatsoever, for any damage which may occur after such delivery, and for demurrage charges.

In cases where materials are supplied by the County and incorporated in the Contract Work by the Contractor, materials inspection and acceptance will not be a prerequisite for acceptance of the final product as the product pertains to these items.

GP-6.11 FIELD TEST REPORTS

Field Test Reports shall be submitted to the County with the following information:

6.11.1 Tests results shall be categorized as follows:

- grading
- drainage
- roads
- stormwater management
- water and sewer

6.11.2 Test reports shall be supplemented with the following:

- test locations plan(s).
- soil and laboratory test results (moisture density relationship curves with zero air voids curves, Atterberg Limits, gradation curves, etc.).
- project name and Charles County PGM #.

6.11.3 General Notes:

- a. The County shall retain the ability to ask for additional testing during construction if needed.

- b. Test results shall be summarized and submitted every two weeks to Charles County as construction progresses. One week prior to the placement of base asphalt, all test results for any work within the County right-of-way shall be submitted for review and approval by the County. Also, base asphalt test results, including core thickness, compaction results, gradation and asphalt content, shall be submitted, reviewed, and approved by the County prior to placement of surface asphalt.
- c. For Commercial - Industrial - Apartment entrances which do not require auxiliary lanes, the base and surface asphalt test results may be submitted simultaneously upon completion of asphalt placement.
- d. Proofroll shall be performed on subbase and shoulder materials.

END OF SECTION

GP-7

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

GP-7.01 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees and protect and indemnify the County and its representatives against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor and/or the Contractor's employees or Subcontractors.

GP-7.02 PERMITS AND LICENSES

- 7.02.1 The Contractor shall procure at the Contractor's own expense permits and licenses, as may be necessary to comply with Federal, State and local laws, ordinances and regulations in performance of the work unless otherwise specified. The Contractor shall further give all notices necessary and incidental to the due and lawful prosecution of the work.
- 7.02.2 Federal permits, from the U. S. Corps of Engineers and/or United States Coast Guard and/or the Environmental Protection Agency, for erection of structures in tidal waters will be obtained by the County, for Capitol Improvement Projects and by the Developer for Developer projects, and the Contractor shall comply with the requirements of such permits. Any required Federal permits, however, desired by the Contractor for temporary structures such as docks, piers, anchorages, etc., must be applied for and obtained by the Contractor, and a copy provided to the County Engineer. Permits for work within State Highway, utility company and other rights-of-way required to perform the work will be obtained by the County for Capitol Improvement Projects and by the Developer for Developer projects and clearly shown on the Plans and/or copies of the permits will be included in the specifications. Any requirements not shown on the Plans or detailed in the specifications fall under the provisions of GP-7.02.1.
- 7.02.3 The Contractor will not be permitted to move over or operate on any road (except on the road under construction) any power shovels, rollers, concrete mixers, cranes, tractors or any other heavy equipment of weight or dimension in excess of Maryland Motor Vehicle Law and/or State Highway Administration regulations without first obtaining the required permits. In case of permits for oversize and overweight vehicle movements, attention is directed to Maryland Motor Vehicle Laws requiring the State Highway Administration to collect a fee on every such vehicle movement using highways of the State. The payment of and securing of such permits are required irrespective of whether the movement is in connection with this Contract or for other purposes.

GP-7.03 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner; and a copy of such agreement shall be filed with the County. If no agreement is made or filed as noted, the Contractor and the Surety shall indemnify and save harmless the County, and any affected third party or government subdivision from any and all claims for infringement by reason of the use of any such patented design, device, materials or process, or any trademark or copyright, and shall indemnify the County for any costs, expenses and damages which it may be obliged to pay, by reason of any infringement, at any time during the prosecution or after the completion of the work.

GP-7.04 RESTORATION OF SURFACES OPENED BY PERMIT

The right to construct or reconstruct any utility in the highway or grant permits for same at any time is hereby reserved by the County.

Upon the presentation of a duly authorized and satisfactory permit which provides that all necessary repair work shall be paid for by the party to whom such permit is issued, the Contractor shall allow parties bearing such permits to make openings in the highway.

The Contractor shall, when ordered by the County Engineer, make in an acceptable manner all necessary repairs due to such openings. Such necessary work for Capital Improvement Projects will be paid for as extra work, as provided in these specifications, and will be subject to the same conditions as original work performed.

GP-7.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this Contract, and shall be made a condition of each Subcontract entered into pursuant to this Contract, that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the laborer's or mechanic's health or safety, as determined under Construction Safety and Health Standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act, (83 Stat. 96), and under any construction safety and health standards and regulations promulgated by the Commissioner of Labor and Industry in accordance with the Maryland Occupational Safety and Health Act, Article 89, Sections 28 thru 49 A, inclusive, Annotated Code of Maryland (as the same may be amended from time to time).

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of the Contractor's employees and those of the County as may be necessary to comply with the requirements and regulations of the and Department of Health and Mental Hygiene or of other authorities having jurisdiction, and shall commit no public nuisance.

GP-7.06 PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct and work in a manner to ensure the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants and residents along and/or adjacent to the project shall be provided for. Material stored upon the project shall be placed to cause a minimum of obstruction to the public. Sprinkling shall be performed at the direction of the County Engineer. The Contractor shall, unless otherwise specified, provide and

maintain in passable condition temporary access, roads and bridges as may be necessary to accommodate traffic diverted from the Project construction area, or using the Project construction area and provide and maintain in a safe condition temporary approaches to and crossings of the Project. Existing facilities planned to be removed, but which might be of service to the public during construction, are not to be disturbed until other and adequate provisions are made. Existing mailboxes shall be maintained or reset in positions accessible to the public and to mail deliveries during construction and, subsequent to construction, in their final locations in a satisfactory condition. On County facilities occupied by railroad tracks, temporary platforms for the entrance and exit of passengers to and from the railway cars shall be provided and maintained in an approved manner by the Contractor. Fire hydrants on or adjacent to the Project shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any hydrant. All footways, gutters, storm sewer/drain inlets and portions of the Project adjoining the work under construction shall not be obstructed more than is absolutely necessary as determined by the County Engineer. Work closed down for the winter or at any other time shall be left entirely accessible at all points to fire apparatus.

The Contractor shall notify the Department of Planning and Growth Management at least 1 day prior to actual obstruction of any public road of each street on which work will be undertaken. The Department of Planning and Growth Management shall be continually updated of street obstructions until all work is completed.

GP-7.07 DETOURS

Detours will be allowed only as part of an approved Traffic Control Plan (see Section GP-7.10). The Contractor shall be responsible for erecting and maintaining all detour signing, markings, and barricades as required by the approved Traffic Control Plan in accordance with these Specifications.

GP-7.08 BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for protection of the work and safety of the public. All highways and other facilities closed to vehicular traffic and all obstructions shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness with electric lights.

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with use of the facility by vehicular traffic and at all other points where new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways of the U.S. Department of Transportation, Federal Highway Administration.

The Contractor shall furnish, erect, and maintain warning direction signs in the number required and locations designated by the County Engineer throughout the limits of the project. For street and highway type traffic, the signs shall conform in every respect to the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways. All signs shall be maintained in good condition and meet all requirements of this Section. No work may be performed or begun unless an adequate number of signs of the proper category are in place.

In cases where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular traffic, the Contractor will, at the direction of the County Engineer, provide suitable substantial guardrail or precast concrete barrier wall to the extent determined by

the County Engineer.

GP-7.09 FLAGGING OF MOTOR VEHICLE TRAFFIC

For construction Contracts requiring flagging of motor vehicles licensed for operation on the highways of Maryland, said flagging shall be conducted as specified in the Manual on Uniform Traffic Control Devices for Streets and Highways.

GP-7.10 MAINTENANCE OF TRAFFIC**GP-7.10.01 Traffic Control For State and County Roads**

All traffic controls for State and County roads during construction shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways and the Maryland State Highway Administration Book of Standards.

Refer to Section GP-7.08 regarding responsibility of the Contractor for signs, barricades and warning signs.

Traffic control is required for all Contracts whether or not specific items for traffic control are included in the Proposal as bid items. Each Contract shall have a Traffic Control Plan which will assure the safety of motorists, pedestrians, and construction workers. This plan may be developed by the County Engineer and included in the project Specifications and Plans. In cases where no approved Traffic Control Plan is specified or shown, the Contractor will be responsible for producing a plan and submitting it for review and approval before beginning construction. The Traffic Control Plan will cover such items as hours of operations, lane closures, signing, pavement markings, methods and devices for delineation and channelization, placement and design of barriers, barricades and impact attenuators, and other items as required.

The Contractor is required to implement the approved Traffic Control Plan or develop the Contractor's own Traffic Control Plan, at the Contractor's expense, which may be used in place of the original Traffic Control Plan, when approved. The Contractor's Traffic Control Plan shall be submitted in writing to the County Engineer 20 working days prior to starting any work. The Contractor must have written approval from the County Engineer of the Contractor's Traffic Control Plan before its implementation.

Once a Traffic Control Plan has been approved, the Contractor shall notify the Charles County Department of Planning and Growth Management at (301) 645-0618 at least 3 working days before any construction where the Traffic Control Plan shall be implemented by the Contractor's designated Traffic Manager. The Traffic Control Plan is subject to amendment during the life of the contract due to changing field conditions. Implementation of a Traffic Control Plan does not relieve the Contractor of any of the provisions set forth in the special provisions of these specifications.

Upon written request of the Contractor, the County will take steps as may be necessary to establish lower speed limits and/or No Passing Zones throughout portions of the construction area. The County will be responsible for legal notifications required and installation of regulatory signing.

GP-7.10.02 Maintenance of Traffic For Private Properties

The Contractor will be required to schedule the Contractor's work to cause the least amount of inconvenience to commercial and private properties. Where such properties have more than one entrance to the establishment, the Contractor may close one entrance at a time with approval of

County Engineer, provided that the first closed entrance is completed and reopened to traffic before commencement of work in the second entrance. At commercial locations where only one entrance exists, the Contractor will confine the Contractor's work to not more than one-half the entrance at a time. Continuous vehicular ingress and egress to commercial properties shall be maintained at all times.

Once work is started through a private driveway or entrance, the Contractor will be required to complete the work before ending operations for the day, unless approved by the County Engineer. No private driveways or entrance will be allowed to remain closed overnight unless the Contractor has submitted written permission from the property owner to the County Engineer before commencement of work through the driveway or entrance.

The Contractor must notify all affected residents, tenants, and commercial operations of proposed driveway closings at least 1 day in advance.

GP-7.10.03 Maintenance of Traffic During Rush (Peak) Hours

The Contractor will normally be responsible for maintaining full pavement widths for traffic operations during morning and evening peak hours and providing at least one lane of traffic in each direction during all other hours. Exact hours of operation and number of lanes to be maintained will be specified in the Traffic Control Plan as approved by the County Engineer.

GP-7.10.04 Maintenance of Traffic, Basis of Payment

For Capital Improvement Projects there will be no measurement and payment for this item; the cost of which will be included in the unit prices of other Contract items, except when specific items for Maintenance of Traffic are provided in the Proposal. The Contractor shall provide all signs, barricades, etc. and they shall be removed and become the Contractor's property at the completion of the Project.

GP-7.11 LOAD RESTRICTIONS

- 7.11.1 The Contractor shall comply with all State and local requirements pertaining to speed, size and weight of motor vehicles.
- 7.11.2 The County may indicate in the Contract load restrictions on any road or structure within the vicinity of the Project.
- 7.11.3 The Contractor shall take into account any and all posted bridges, the crossing of which might be contemplated by work on the Contract. No loads in excess of posted limits will be allowed in the prosecution of the work on any Contract, unless the required permits are obtained from the appropriate State and local government agencies.
- 7.11.4 The Contractor shall consider possible detrimental effects of operating heavy paving and grading equipment contiguous to retaining walls, pipe culverts, arches, forms for concrete work as well as construction existing before subject Contract.
- 7.11.5 The County Engineer shall have the right to limit passage of heavy equipment (plus loads) when passage or usage would damage embankments, paving (completed or partially completed), structures or any other property.

GP-7.12 RAILROAD-HIGHWAY GRADE CROSSINGS AND SEPARATIONS

In case the Contractor is required to haul materials across tracks of any railroad, or elects to do so, the Contractor shall make arrangements with that railroad for any new private crossings required or for the use of any existing private crossings.

All work to be performed by the Contractor in the construction of railroad highway separation structures on the railroad right-of-way shall be done in a manner satisfactory to the Engineer of the railroad company and be performed at such times and manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the railroad company. The Contractor shall use all care and precaution to avoid accidents, damage, or unnecessary delay or interference with the railroad company's trains or other property. The Contractor will further be required to carry such public liability and property damage insurance as may be stipulated elsewhere in these Specifications or the Special Provisions.

All work on structures over railroad right-of-way shall conform to all rules and regulations of the Owner(s) of the right-of-way. The Contractor is hereby made responsible for acquiring full knowledge of these rules and regulations and complying therewith to the satisfaction of the owners of the railroad right-of-way.

Prospective Bidders on Capital Improvement Project Contracts crossing railroad right-of-way are advised the railroad company may require the Contractor to obtain, pay for and have approved by the railroad, certain broad forms of public liability and property damage insurance policies before entering upon the railroad property. As a general rule, details of such policies are set forth in the Special Provisions; but in case of omission from the Special Provisions, the Contractor is hereby required to communicate with the railroad to ascertain the type of insurance required, if any, and make provisions for same in the bid.

The preceding paragraph would particularly apply in the event the Contractor desired to establish a temporary crossing of the railroad property for the Contractor's own convenience and operation. In this case, the County would have no knowledge of such crossing and, therefore, could make no mention in the Special Provisions. Unless otherwise provided in the Proposal, costs of insurance policies whether described in the Special Provisions or ascertained by the Contractor will not be set up in any special item; and the cost, therefore, must be included in and distributed over items which are set forth on the Proposal Form.

GP-7.13 BRIDGES AND OTHER WORK IN OR OVER WATERS OF THE STATE

All work in, on or over waters under control of the Department of the Army and/or the Environmental Protection Agency of the United States shall conform to all applicable Federal rules and regulations. All such rules and regulations are hereby made part of the Contract. The Contractor is cautioned and charged with the responsibility of obtaining complete knowledge thereof and compliance therewith. The Contractor shall also comply with provisions of other applicable, Federal, State and local laws and is cautioned to acquaint his or her self with any pertinent regulations of the Maryland Department of Natural Resources, Water Resources Administration and U.S. Coast Guard.

GP-7.14 EXPLOSIVES USE

The use of explosives will not be permitted unless authorized in writing by the County Engineer. When use of explosives is permitted, the Contractor shall use the utmost care so as not to endanger life or property; and whenever necessary the number of charges and size of the charge

shall be reduced. The Contractor's attention is directed to the necessity of safeguarding the traveling public during dynamiting operations, and a sufficient number of watchmen, flagmen, signs, etc. shall be used to warn motorists during periods of blasting. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly--"Dangerous Explosives"--and shall be in care of competent watchmen at all times. Explosives shall be stored and handled in conformity with provisions of the statutes of the State of Maryland and local laws and ordinances. The Contractor shall notify each public utility company having structures in proximity to the site of the work of the Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of any responsibility for damages which may occur as a result of the Contractor's operations.

Expert powder men licensed by the State Fire Marshal shall be employed by the Contractor for handling and use of explosives, and all their work shall conform to these requirements. The Contractor shall notify the Charles County Fire Marshall's Office and the Charles County Office of Emergency Preparedness and Risk Management, of the Contractor's intention to use explosives, at least 48 hours in advance so the Fire Marshall's Office and the Charles County Office of Emergency Preparedness and Risk Management can schedule their operations.

The authorization by the County Engineer for use of explosives shall not relieve the Contractor of the Contractor's full responsibility for damages which may occur or for obtaining all necessary permits.

**GP-7.15 PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS,
STREAMS, LAKES, RESERVOIRS, ETC.**

7.15.1 The Contractor shall not enter upon public or private property (outside the right-of-way or construction strip) for any purpose without obtaining the Owner's written permission and the Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers and fences thereon, and use every precaution necessary to prevent damage or injury thereto. A copy of the Owner's written permission shall be placed on file with the County Engineer.

Before the required removal or relocation of traffic control or highway signs or markers, the Contractor shall notify the County a minimum of one full work day in advance so the County can assign crews to remove or relocate the signing as necessary.

The Contractor shall carefully protect from disturbance or damage all known land monuments and property markers until the County Engineer has referenced their locations, and shall replace them as directed by the County Engineer.

7.15.2 Whenever historical objects of archaeological or paleontological value are encountered during the course of construction, such objects shall not be disturbed. Work shall be stopped and rescheduled in a way to avoid the objects and the County Engineer shall be notified at once. The County Engineer will arrange for evaluation of the situation by the appropriate authorities and for ultimate disposition of the matter, taking into consideration the evaluation of the appropriate authorities.

7.15.3 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing said work, or due to the Contractor's nonexecution of said work, or at any time due to defective work or materials; and said

responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the nonexecution thereof on the part of the Contractor, the Contractor shall restore, at the Contractor's own expense, such property to a condition similar to, or equal to, that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the County Engineer may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary; and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contractor's Contract.

All work within rights-of-way and construction strips through private property shall be done in a manner to avoid all cutting of vegetation and other disturbances of terrain not actually necessary for construction. The Contractor at all times shall maintain the Construction site, and the Contractor's stored materials in a condition which will not constitute a hazard to residents, pedestrians and motorists. Lunch papers, empty cans, milk bottles, and other empty containers shall be disposed of in an approved manner and not be strewn around or allowed to accumulate on the property. Upon completion of the work the Contractor shall clean up within the rights-of-way and construction strips and shall restore the area to at least equal to its original condition. For Capital Improvement Projects the cost of the above work shall be incidental to and included in other bid items contained in the Proposal.

Unless otherwise provided in the Contract documents, trees with a butt diameter in excess of three (3) inches, measured three (3) feet above the ground, shall not be felled or damaged by the Contractor in a right-of-way identified as a construction strip. Should the Contractor obtain written permission of the property owner to fell a tree or trees with a butt diameter in excess of three (3) inches from a construction strip, the Contractor shall provide a copy of this written permission to the County Engineer.

Unless otherwise provided in the Contract documents, all trees may be felled in those rights-of-way identified as a highway right-of-way or a slope, utility or drainage easement.

GP-7.16 LAND, AIR AND WATER POLLUTION

- 7.16.1 The Contractor shall incorporate all erosion control features into the work at the earliest practicable time as required by the Contract Documents. Temporary pollution control measures will be used to correct conditions that: develop during construction that were not foreseen during design; are needed prior to installation of permanent pollution control features; or are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.
- 7.16.2 The Contractor's attention is directed to the fact that temporary pollution control may include control measures outside the right-of-way or project site where such work is necessary as a direct result of project construction. The County Engineer shall be kept advised of all such off site control measures taken by the Contractor. This shall not relieve the Contractor of the basic responsibilities for such work.
- 7.16.3 In case of failure on the part of the Contractor to control erosion, pollution and/or siltation, the County Engineer reserves the right to employ outside assistance or to use County

forces to provide the necessary corrective measures. All expenses incurred by the County Engineer in the performance of such duties for the Contractor shall be withheld from monies due or becoming due to the Contractor.

7.16.4 The Contractor is responsible for disposing of all clearing, debris, excess excavation and unsuitable material in an approved off-site disposal area. The Contractor is responsible for obtaining a sediment control permit for the off-site disposal area.

GP-7.17 FOREST PROTECTION

The County will secure a permit for Capital Improvement Projects and the Developer for Developer projects from the Maryland Department of Natural Resources before the Contractor proceeds with construction in areas controlled by the Department of Natural Resources, and all work shall be done in accordance with requirements of the permit. The Contractor shall give sufficient advance notice to the County before commencing work to allow for permit application and processing.

For Capital Improvement Projects the County will assume all expenses incurred by inspection and supervision service required by the Maryland Department of National Resources.

GP-7.18 RESPONSIBILITY FOR DAMAGE CLAIMS

7.18.1 The Contractor shall indemnify and save harmless the County and all of its representatives from all suits, actions, or claims of any character brought on account of any injury or damages sustained by any person or property in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in construction of the improvement, or on account of any act or omission by the said Contractor, or as a result of faulty, inadequate or improper temporary drainage during construction; or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copy right; or from any claims or amounts arising or recovered under the Workmen's Compensation Laws or any other law, bylaw, ordinance, order or decree. The Contractor shall be responsible for all damage or injury to property of any character during prosecution of the work resulting from any act, omission, neglect or misconduct, in the manner or method of executing said work or due to nonexecution of said work or at any time due to defective work or materials, and said responsibility shall continue until the improvement shall have been completed and accepted.

7.18.2 The Contractor shall conduct the Contractor's operations upon the rights-of-way shown on the drawings fully within the rules, regulations and requirements of the grantee and the County. The Contractor shall be responsible for acquainting his or her self with such requirements.

7.18.3 The Contractor shall be held responsible for any accidents that may happen to the railroad company as a result of the Contractor's operations.

7.18.4 The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic and/or general use permitted during the time the project or any section thereof is open to traffic under terms of GP-7.20 except from accidents which are attributable to the Contractor's negligence.

GP-7.19 LIABILITY INSURANCE

7.19.1 Contractor's and Subcontractor's Insurance

The Contractor shall not commence work under this Contract until the Contractor has obtained all the insurance required under this section and such insurance has been approved by the County; nor shall the Contractor allow any Subcontractor to commence work on the Subcontractor's Subcontract until the insurance required of the Subcontractor has been so obtained and approved, unless said insurance is covered by the prime Contractor, who is in effect, responsible to the County. This requirements extends to all tiers of subcontracting.

7.19.2 Compensation and Employer's Liability Insurance

The Contractor shall obtain and maintain in force, during the life of the Contract, the Statutory Workmen's Compensation and Employer's Liability Insurance for all of the Contractor's employees to be engaged in work on the project under the Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. This requirement extends to all tiers of subcontracting.

7.19.3 Bodily Injury Liability and Property Damage Liability Insurance

The Contractor shall obtain and maintain in force, during the life of the Contract, Bodily Liability and Property Damage Liability Insurance to protect the Contractor and any Subcontractor performing work covered by the Contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or by anyone or directly or indirectly employed by either of them. Said insurance policy shall name as additional insured, Charles County, Maryland, its employees and agents.

The County will not be responsible for damage or loss of materials stored on or within County owned facilities. The Contractor shall provide necessary insurance coverage to save the County harmless from any such damage or loss of material.

- A. Bodily Injury Liability Insurance in an amount not less than one million dollars (\$1,000,000) for injuries including wrongful death to any person or persons in any one occurrence. The insurance certificate provided to the County in accordance with the requirements of this and individual construction contract specifications shall have clearly indicated thereon all exclusions and deductibles which have been written into the policy.
- B. Property Damage insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages on account of any one accident, and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for damages on account of all accidents.

7.19.4 Special Hazards Insurance

In the event of the possibility of special hazards existing in the work contemplated, such hazards shall be covered by a rider to the policy or policies required under GP-7.19.3B, in amounts not less than those stipulated under said section. If any special

hazard is encountered during the performance of this Contract, the Contractor shall, before performing any work involving the special hazard, immediately proceed with the procuring of this insurance.

7.19.5 Builders Risk Insurance (Fire and Extended Coverage)

The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the County, in force for the project.

The insurance shall provide protection at all times against loss by the County and Contractor until substantial completion of the work.

This provision with respect to Builders' Risk Insurance shall, in no way, relieve the Contractor of the Contractor's obligation of completing the work covered by the Contract.

7.19.6 Proof of Carriage of Insurance

The Contractor shall furnish the County with certificates showing type, amount, class of operations, effective dates and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be cancelled or materially altered, except after ten (10) days written notice has been received by the Purchasing Agent, Charles County."

7.19.7 Other Insurance

When specified in the Special Provision, the Contractor shall carry insurance of the kinds and amounts specified therein, in addition to any other forms of insurance or bonds required under the terms of the Contract and these Specifications.

GP-7.20 USE AND POSSESSION PRIOR TO SUBSTANTIAL COMPLETION

The County shall have the right to take possession of or use any completed or partially completed part of the work. Possession of or use shall not be deemed an acceptance of any work not completed in accordance with the Contract. While the County is in possession, the Contractor shall be relieved of responsibility for loss or damage to that portion of the work in possession of the County, other than that resulting from the Contractor's fault or negligence. If prior possession or use by the County on Capital improvement Projects delays progress of the work or causes additional expense to the Contractor, an equitable adjustment in Contract price and/or the time of completion will be made; and the Contract shall be modified in writing accordingly.

At the option of the County Engineer, certain sections of work may be utilized. In such cases, the completed work will be inspected, Substantially Completed in writing, and the same turned over to the County for maintenance. Such action shall not in any way be construed as Final Acceptance of the work or any part of it or as a waiver of any of the provisions of these Specifications or Contract.

When part of the work is taken for use by the County at its request and/or convenience, the takeover shall constitute Substantial Completion Acceptance and start the guarantee period for that part of the work only for those facilities not deemed an essential service facility as determined by the County. Substantial Completion Acceptance and beginning of guarantee period does not apply

if use is taken by the County at the Contractor's request.

GP-7.21 CONTRACTOR'S RESPONSIBILITY FOR WORK

7.21.1 Except as herein elsewhere provided, until Substantial Completion Acceptance of the work by the County Engineer, the Contractor shall have the charge and care thereof and shall take every reasonable precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from execution or from nonexecution of the work. The Contractor, except as herein elsewhere provided, shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before Final Acceptance and shall bear the expense thereof. Material lost or structures damaged as a result of faulty temporary drainage during construction or action of the elements shall be replaced or repaired by the Contractor at no cost to the County. The Contractor shall make good or replace at the Contractor's own expense and as required by the County Engineer, any County furnished material which may be damaged, lost through fire, theft, or otherwise, subsequent to delivery to the Contractor by the County and before Substantial Completion Acceptance of the work, even though such damage, loss or uselessness may result from causes beyond the control of the Contractor.

7.21.2 In case of suspension of work for any cause whatever, the Contractor shall be responsible for the Project and take precautions as may be necessary to prevent damage to the work, provide for normal drainage and shall erect any necessary temporary structures, signs or other facilities at the Contractor's expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings and sodding furnished under the Contractor's Contract and take adequate precaution to protect new growth and other important vegetative growth against injury.

GP-7.22 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone and power companies, or adjacent to other property, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.

The Contractor shall cooperate with Owners of any underground or overhead utility lines in their removal and rearrangement operations so these operations may progress in a reasonable manner, duplication or rearrangement work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to utility services as a result of accidental breakage or being exposed or unsupported, the Contractor shall promptly notify the proper authority and cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority and/or the Department of Public Facilities, Charles County.

GP-7.23 FURNISHING RIGHT-OF-WAY

It will be the responsibility of the County for Capital Improvement Projects and the Developer for

Developer projects to not only secure all of the rights-of-way which may be necessary for a construction Contract, but to make said rights-of-way completely and physically available to the Contractor in advance of construction.

All additional rights-of-way and/or additional rights to use land outside of the County's right-of-way, which the Contractor may desire for the Contractor's convenience shall be obtained and paid for by the Contractor.

Where work is to be built in rights-of-way, such rights-of-way will be secured by the County without cost to the Contractor for Capital Improvement Projects and will be secured by the Developer at the expense of the Developer for Developer projects. For Capital Improvement Projects the County will obtain permission from owners of properties to be used as construction strips outside the limits of these rights-of-way as shown on the Drawings. The Contractor shall not move any equipment or materials into the rights-of-way until authorized by the County Engineer. The Contractor shall confine the Contractor's operations strictly within the limits of the rights-of-way and construction strips, unless the Contractor has written permission of the Owner of the adjacent property to occupy additional ground. A copy of the written permission shall be furnished to the County Engineer.

For Capital Improvement Projects in the event the County fails to make said right-of-way available as aforesaid and said failure actually hinders and/or delays the Contractor during performance of the Contractor's Contract, said Contractor shall receive an extension of time.

The County will provide at least one access point to the construction site for Capital Improvement projects. No arrangement will be made for additional means of access to the rights-of-way or construction strips by the County; the Contractor shall therefore be required to make the Contractor's own arrangements for additional access points to the work area. For Capital Improvement Projects Contractors are cautioned that only those areas designated on the Plans have been obtained for their construction operations by the County. If they feel these areas are insufficient, they must account for the cost of additional rights-of-way and/or special construction methods in their bidding of the work.

GP-7.24 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the County, the County Engineer or other authorized representatives, either personally or as officials of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

GP-7.25 NO WAIVER OF LEGAL RIGHTS

The County shall not be precluded or estopped by any measurement, estimate or certificate, made either before or after completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any measurement, estimate or certificate is untrue or is incorrectly made, nor from showing the work or materials do not in fact conform to the Contract. The County shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or the Contractor's Sureties, or both, such damage as it may sustain by reason of the Contractor's failure to comply with terms of the Contract. Neither acceptance by the County, or any representatives of the County, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any portion of the Contract or of any

power herein reserved, or of any right to damages.

The waiver of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

END OF SECTION

General Provisions – 8

PROSECUTIONS AND PROGRESS

(RESERVED FOR FUTURE USE)

General Provisions – 9

MEASUREMENT AND PAYMENT

(RESERVED FOR FUTURE USE)

GP-10

GENERAL REQUIREMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS BY DEVELOPERS

GP-10.01 GENERAL

Privately constructed public improvements constructed under agreements with the Charles County Commissioners which are to be incorporated into the County's systems shall be constructed in accordance with these Standard Specifications. All public improvements will be inspected by the County and will be accepted only if all improvements meet the applicable requirements contained herein.

GP-10.02 PROCEDURAL RELATIONSHIP

The procedural relationship between Developers and the County shall be governed by these Standard Specifications, the Charles County Subdivision Regulations, and/or the specific agreements with the Charles County Commissioners. Unless the Developer's contractor is a party to the Development Agreement, or a Special Agreement with the County, the Developer shall be solely responsible for all work performed until Final Acceptance by the County.

The use of the term Contractor throughout this specification shall mean the Developer for Developer projects in accordance with the definitions contained in Section GP-1 unless otherwise specified.

END OF SECTION