

NOTICE

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Department of Public Works

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Notice of Revisions to General Provisions for Prevailing Wage & Local Hiring Requirements

The Department of Public Works (DPW) will now require that Contractors and Subcontractors comply with the Prevailing Wage Law and Local Hiring Requirements contained in Chapters 8-2-115 and 8-2-116 of the Anne Arundel County Code and Anne Arundel County Bill 72-21, as amended, effective July 1, 2022.

DPW has updated the General Provisions (GP-01, GP-02, GP-03, GP-08 and GP-09) accordingly to address these requirements. DPW will also be advising Contractors during Procurement of this change in requirements. All new solicitations for construction starting July 1, 2022 will include and be subject to the revised General Provisions. Attached the redlined and final versions of the General Provisions sections.



Christopher Phipps
Director

GP-1

DEFINITIONS AND TERMS

GP-1

DEFINITIONS AND TERMS

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

Anne Arundel County

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

Department

Anne Arundel County Department of Public Works.

GP-1.03 DEFINITIONS

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.

Anne Arundel County Standard Details

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

Award

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

Base Course

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 his 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 handrails 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.

Change Order

A written order to the Contractor, signed by the Engineer 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.

Change Order to the Purchase Order

A written authorization to the Contractor duly signed and executed by the Purchasing Agent authorizing the obligation of funds for the change to the Contract, and the modification of the Contract time allowance. The Contractor shall not proceed with the stipulated Work until the Change Order to the Purchase Order is received.

Channel

A natural or artificial watercourse.

Chief Engineer

The Chief Engineer of the Department of Public Works, or his designee as appropriate.

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.

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 his 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 him therefore 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,

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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, 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.

Controlled Access Arterial Highway

The term "controlled access arterial highway" shall mean a major thoroughfare of two or more traffic lanes in each direction having the same characteristics as an expressway except that the conflict of cross streams of traffic need not be eliminated at every intersection by means of grade separation structures.

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 Anne Arundel County, Maryland, a body corporate and politic.

County Roads

The term shall mean any public road in Anne Arundel 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.

Day

Calendar day unless otherwise designated.

Developer

An individual, partnership, corporation, or other non-County entity who, under agreement(s), constructs public improvements that 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 watercourse 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.

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 the designated representative of the Chief Engineer, or their duly authorized agents, said agent acting severally within the scope of the particular duties entrusted to him.

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.

Expressway

The term "expressway" shall mean a major thoroughfare of two or more traffic lanes in each direction, designed to eliminate principal traffic hazards, and shall embrace all bridges, tunnels, overpasses, underpasses, interchanges, entrance plazas, approaches, and other structures, which the County may deem necessary to the operation of the expressway, together with all property, rights, easements, franchises and interests acquired by the County for the construction and operation thereof, and having the following characteristics: (a) a median divider separating opposing traffic lanes to eliminate head-on-collisions and sideswiping; (b) grade separating structures to eliminate the conflict of cross streams of traffic at all intersections; (c) points of access and egress limited to predetermined locations; (d) vertical curves of lengths sufficient to provide long sight distances; and (e) shoulders of widths adequate to permit vehicles to stop or park off traffic lanes.

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 watercourse, 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

The following days are recognized as holidays by the County: New Year's Day (January 1); Martin Luther King's Birthday (Third Monday in January); Washington's Birthday (the third Monday of February); Good Friday; Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veteran's Day (November 11); Thanksgiving Day (and following Friday); Christmas Day (December 25); 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 Executive.

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 his 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 he shall begin the prosecution of the Work to be done under this Contract.

Owner

Anne Arundel County.

Payment Bond

The approved form of security, executed by the Contractor and his 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.

Prevailing Wage (including jointly and severally the term “local hire” and/or “local hiring)

Prevailing wage means jointly and severally the Prevailing Wage Law and Local Hiring Requirements contained in Chapters 8-2-115 and 8-2-116 of the Anne Arundel County Code and any regulations or procurement documents related to this Agreement. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. This rate means the basic hourly rate and fringe benefit rate established annually by the State of Maryland Commissioner of Labor and Industry for state funded construction contracts in the County at the time of award of the capital improvement contract. Apprentices must be paid at least the rate that the state’s apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. For the purposes of these requirements, employee means an apprentice, laborer or mechanic employed by a contractor on a capital improvement project, including any subcontractors, with a value of over \$250,000, or performing work related to a capital project with a value over \$5,000,000 as defined in the statute. Local hiring requirements means that at least 51% of new jobs created and required to complete work related to a capital project, or on a capital improvement contract that with a value over one million dollars (\$1,000,000) that is subject to the County’ local hiring law must be done with Anne Arundel County residents. Further, the contractor and any subcontractors or employees, agents and assigns including Architect/Engineers will submit quarterly reports relating to local hiring with respect to a capital project or capital improvement project meeting the necessary requirements that lists the number of new hires needed for the contract during the reporting period, the number of County residents hired during the reporting period, the number of all employees hired during the reporting period. The local hiring reporting will include a description of the best efforts made to fill open positions with County residents. New hires reported must list their name, the last four digits of their social security number, the job title, the hire date, the address and the referral source.

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 the construction, reconstruction, relocation or extension of Anne Arundel 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.

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 him. A Bid Bond or Certified Check is 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 his ability to perform the Work, his experience in similar Work, the equipment to be used, and his financial condition as related to his 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.

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 Anne Arundel County Standard Details. The Maryland State Highway Administration Standard Details shall apply if Anne Arundel 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, end walls, buildings, sewers, water mains, service pipes, under drains, 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 back walls and wing walls.

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 Engineer, weather and soil conditions are such that the Contractor can advantageously Work more than half of his 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.

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
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

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APA	American Plywood Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
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
BOCA	Building Officials & Code Administrators International, Inc.
CACP	Corrugated Aluminum Culvert Pipe
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

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FRA	Federal Railway Administration, U.S. Department of Transportation
FRP	Fiberglass Reinforced Plastic
FSS	Federal Specifications and Standards, General Services Administration
FTA	Federal Transit Administration, U.S. Department of Transportation
HDPE	High Density Polyethylene
HI	Hydraulic Institute
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineers Society
IPCEA	Insulated Power Cable Engineers Association
IRT	Institute for Rapid Transit
ITE	Institute of Transportation Engineers
MBMA	Metal Building Manufacturers' Association
MIL	Military Specification
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
PTSP	Plastic Truss Sewer Pipe
PVCP	Polyvinyl Chloride Pipe
RCSP	Reinforced Concrete Sewer Pipe
RCCP	Reinforced Concrete Culvert Pipe
RLMI	Reflector and Lamp Manufacturers' Institute
RPM	Reinforced Plastic Mortar
SAE	Society of Automotive Engineers

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SAWP	Society of American Wood Preservers
SHA	Maryland Department of Transportation, State Highway Administration
SSPC	Steel Structures Painting Council
TCP	Traffic Control Plan
UCPX	Unglazed Clay Pipe, Extra Strength
ULI	Underwriters' Laboratories, Inc.
USSG	United States Standard Gauge
USSWG	United States Steel Wire Gauge
VE	Value Engineering
VECP	Value Engineering Change Proposal

END OF SECTION

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**BIDDING REQUIREMENTS AND
CONDITIONS**

GP-2

BIDDING REQUIREMENTS AND CONDITIONS

GP-2.01 NOTICE TO CONTRACTORS (ADVERTISEMENT)

After the date is fixed for the letting of Work, the County will give notice of such letting to Contractors. The Notice to Contractors, which will be published as an advertisement, will contain a description of the proposed Work, the time and place where Sealed Proposals will be received, together with information regarding access to Information to Bidders, Proposal, Bid Bond, Plans and Specifications, the price of these documents, and the reservation of the right of the County to reject any or all bids.

The County will estimate the cost of the Contract and classify it as falling within one of a series of cost groups as follows:

Up to \$100,000
\$100,000 to \$250,000
\$250,000 to \$500,000
\$500,000 to \$1,000,000
\$1,000,000 to \$1,500,000
\$1,500,000 to \$2,000,000
\$2,000,000 to \$3,000,000
above \$3,000,000

The cost group will be published as part of the advertisement.

GP-2.02 PROPOSAL CONTENTS

The Proposal shall describe the location and type of Work contemplated by the Contract and include a listing of pay items. Where pay items are unit price items, the Proposal will further show the approximate estimate of quantities expected to occur in such unit price items. The awarded proposal must include such wage certification forms, attestations, employment data and payroll data as may be required by the County's prevailing wage and local hiring program on the County's prevailing wage website and by County law. Anne Arundel County Prevailing Wage and Local Hiring Information

The Proposal will also set forth the place, date and time of opening bids, the requirements for a Bid Bond or Certified Check, and the time to be allowed for completing the Contract. The County will charge a sum for each set of Contract Documents. The amount of such charge will be set forth in the Notice to Contractors, (Advertisement). The sum charged for Proposals and the Plans is not refundable.

The Notice to Contractors, Pre-Bidding Conference Data, Information to Bidders, 2 sets of Proposal Forms, Contract Forms, Performance Bond Forms, Labor and Material Bond Forms, Corporate Resolution Forms; and two sets each of Experience and Equipment Certificates, affidavits, Bid Bonds, and Lists of Subcontractors and Equipment Suppliers, as appropriate; and all other papers included in, bound thereto, or attached to the Proposal are necessary parts thereof and shall not be altered in their intent or content.

The Plans, these Standard Specifications, Standard Details, Special Provisions, Referred-to Specifications, Addenda, and other documents so designated will be considered a part of the Proposal whether attached thereto or not.

GP-2.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

The quantities appearing in the prepared Bid Form are approximate only and are prepared for the canvassing of Bids. Payment to the Contractor will be made only for the actual quantities of Work performed or materials furnished in accordance with the Contract. It is understood that the scheduled quantities of Work to be done and materials to be furnished may each be increased, diminished or omitted without in any way invalidating prices bid, except as hereinafter provided.

GP-2.04 SITE INVESTIGATION

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory Work done by the County, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

GP-2.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

2.05.1 In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meanings of the Plans or other Contract Documents, or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders, other than by means of the Plans and other Contract Documents, including addenda as described below, is given informally for information and the convenience of the bidder only, and is not guaranteed. The bidder agrees that such information shall not entitle him to assert any claim or demand against the County or the Engineer on account thereof.

2.05.2 Prior to the receipt of bids, the County may conduct a Pre-Bid Conference to accept questions and/or comments from prospective bidders on Plans, Special Provisions, Specifications, Rights-of-Way, or other Contract Documents. No answers or direction other than of a general nature will be offered by the County at this conference, rather the County may make such changes or clarifications as it may deem necessary and issue an addenda as provided for herein.

1. If the question involves the equality or use of products or methods, the prospective bidder shall submit drawings, specifications, or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, The Engineer will neither approve nor disapprove particular products prior to the opening of bids; such products will be considered when offered by the Contractor for incorporation into the Work.

2.05.3 The Engineer will set forth as addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary, and his decision regarding each. At least five calendar days prior to the receipt of bids, he will send a copy of these addenda to those prospective bidders known to have taken out sets of the drawings and other Contract Documents.

2. Should one or more addenda be issued during the bidding period of the Contract, a certification of receipt will accompany such addenda. All certification of receipts shall be signed by the bidder and accompany his proposal form, otherwise the Proposal may not be accepted.

GP-2.06 TAXES-RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.

The Contractor is responsible for and by submitting a bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the improvement. The Contractor is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay same.

GP-2.07 PROPOSAL PREPARATION

2.07.1 The Bidder shall submit his Proposal only upon the blank form(s) furnished. The Bidder shall specify a price in dollars and cents, in both words and figures, for each pay item given (except that optional alternates may be omitted) and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, together with the total amount of the Proposal obtained by adding the amount of the several items.

2.07.2 The Proposal Form(s) shall be filled out in ink or typed. The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, the same shall be signed by an officer and attested by the corporate secretary or an assistant corporate secretary; if submitted by a joint venture, the same shall be signed by such member or members of the joint venture as having authority to bind the joint venture. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the Bylaws or copy of a Board resolution, duly certified by the corporate secretary, showing the current authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the County, duly certified by the corporate secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the corporate secretary, which listing shall remain in full force and effect until such time as the County is advised in writing to the contrary. In any case where a Proposal is signed by an Attorney in Fact, the same must be accompanied by a copy of the appointing document, duly certified.

2.07.3 Bidders must not change any item in the Proposal for which a price has been stipulated by the County. Any change will be cause for possible rejection of the Proposal.

2.07.4 The completed Proposal Forms must be submitted in duplicate.

GP-2.08 PROPOSAL GUARANTY

No Proposal will be considered unless accompanied by a guaranty, of the character and in an amount not less than the specific dollar value or required percentage indicated in the Proposal Form, and made payable to Anne Arundel County, Maryland.

GP-2.09 PROPOSAL DELIVERY

Each Proposal must be submitted in a sealed envelope plainly marked to indicate its contents.

When sent by mail, the sealed Proposal must be addressed to the County at the address and in care of the official in whose office the Bids are to be received. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the time for opening of bids will be returned to the bidder unopened.

GP-2.10 PROPOSAL MODIFICATIONS AND WITHDRAWALS

Notice of withdrawal or modifications to Proposals shall be filed prior to the time and at the place so specified in the Notice to Contractors. A notice of withdrawal or modification to a Proposal must be signed in accordance with the requirements of GP-2.07.2.

No withdrawal or modifications shall be accepted after the time for opening of Proposals.

GP-2.11 COMBINATION PROPOSALS

If the County so elects, Proposals may be issued for Projects in combination and/or separately, so that Proposals may be submitted either on the combination or on separate units of the combination. The County reserves the right to make award on combination Proposals to the best advantage of the County. No combination Proposals other than those specifically set up in the Proposals by the County will be considered. Separate Contracts shall be written for each individual Project included in the combination.

GP-2.12 PUBLIC OPENING OF PROPOSALS

Proposals will be opened publicly and read at the hour, on the date and at the place set forth in the Proposal and in the Notice to Contractors.

Only Proposal totals will be publicly read at the Opening of Proposals. Unit prices will be made available after verification by the County.

GP-2.13 IRREGULAR PROPOSALS

2.13.1 When at any Public Opening of Proposals a Proposal appears to be irregular, as herein specified, this fact shall be announced when read. Said Proposal shall be read as other Proposals and then referred to the Legal Staff of the County for consideration and appropriate action thereon in accordance with these Specifications.

2.13.2 Pending legal review, any Proposal having, but not necessarily limited to, one or more of the following faults shall be considered irregular:

A. if the Proposal Form furnished by the County is not used or is altered;

- B. if not prepared as directed in GP-2.07;
- C. if there is an omission of a necessary word(s) or numeral(s) required to make a price unmistakably clear, as well as any other omission; or addition of item(s) not called for;
- D. failure to include a price for each item set up except in the case of designated alternate pay item(s) or contrary to the conditions of the advertisement;
- E. if there are additions, conditions or unauthorized alternate Proposals, unless prior to the date set for the opening of said Proposals, the County notifies, in writing, all bidders to whom such Proposals have issued that such changes will be permitted;
- F. if the Bidder adds any provisions reserving the right to accept or reject the award;
- G. if all the required Proposal certifications and/or documents specified in GP-2.02 are not duly executed and submitted with the Proposal;
- H. if there is a failure to acknowledge all Addenda issued

GP-2.14 PROPOSAL REJECTION

2.14.1 A Proposal opened and read at any Opening of Proposals may be subsequently rejected if found to be irregular for any of the reasons specified in GP-2.13.2.

2.14.2 A Proposal opened and read at any Opening of Proposals will be subsequently rejected if there is found to be interest by the same individual, partnership, firm or corporation in more than one Proposal on a Contract, except that any individual, partnership, firm or corporation may have an interest in a Contract as a Bidder and also be named in Proposals with other Bidders as a Subcontractor.

2.14.3 The County may question any Proposal when one or more of the following conditions are present or are indicated. In such instance, the County may give the Bidder(s) in question a hearing upon the request of the Bidder. The hearing will be conducted by the County Procurement Officer, or his duly authorized representative. After such hearing, the County reserves the right to reject any proposal for any one or more of the following reasons if, in the judgment of the County, the best interest of the County will be promoted thereby:

- A. the unit prices contained in a Proposal are materially unbalanced;
- B. evidence of collusion among Bidders;
- C. obvious lack of experience, inadequate machinery, plant or other equipment as revealed by supplemental information which may be required to be submitted by the Contractor and provided for elsewhere in the Contract Documents;
- D. Contractor's Workload which, in the judgment of County might hinder or prevent the prompt completion of the subject Work if awarded;
- E. default by the Bidder on other Contracts awarded by other governmental agencies;
- F. failure to pay or satisfactorily settle all reasonable and just bills due for labor and material on former Contracts in force at time of letting;
- G. if a firm or individual is barred from Federal, State, County or local government bidding.

H. The Bidder or its affiliates as set forth in the local hiring laws of Anne Arundel County may be rejected for a finding of a violation as set forth more particularly therein.

GP-2.15 MATERIAL GUARANTY

Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the Work together with samples, which samples may be subjected to the test provided for in these Specifications to determine their quality and fitness for the Work.

END OF SECTION

GP-3

**AWARD AND EXECUTION OF
CONTRACT**

1. GP-3

2. AWARD AND EXECUTION OF CONTRACT

GP-3.01 PROPOSAL CONSIDERATION

After Proposals have been publicly opened and read, they will be audited for mathematical accuracy and reviewed to determine that there are no irregularities as outlined in GP-2.13 and GP-2.14. Upon completion of the aforementioned audit and review, the results will be made available to the public. In the event of a discrepancy between the unit bid prices and the extensions (product of quantity and unit price), the unit price will govern. In the case of discrepancy between prices written in words and those written in figures, the written words will govern. In the event that the unit price is not included, the unit price shall be the extended (price divided by the quantity).

The right is reserved to reject any or all Proposals, if in the judgment of the County, the best interests of the County will be promoted thereby.

The right is also reserved to waive technicalities in construing the regularity of Proposals submitted by Contractors provided the technicality so waived does not change the meaning, substance or intent of the Proposal and the Proposal remains unmistakably clear as to its intent and meaning. The requirements to have the Proposal accompanied by a Proposal Guaranty and the provisions of GP-2.07.2 are not subject to waiver.

GP-3.02 AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be to the lowest, responsive, responsible Bidder who's Proposal complies with all of the prescribed requirements.

Prior to award, the County will notify the lowest successful Bidder within ninety (90) calendar days after opening of the Proposals, which shall constitute the County's acceptance of this bid price, by mailing the Contract Documents, Performance Bond Forms, Labor and Material Bond Forms. These forms must be fully completed and returned within ten (10) calendar days after date of receipt by the Contractor.

The successful Bidder will be notified, by letter mailed to the address shown on his Proposal, that he has been awarded the Contract. This letter will include the Contract Documents executed by the County and the Purchase Order signed by the County Purchasing Agent, which is the official statement that the obligation of funds for construction have been authorized. No successful Bidder shall withdraw his bid prior to award unless he has not been advised of acceptance within ninety (90) calendar days.

Subcontractors named in the Proposal will be considered to have approval of Surety when the Performance Bond and Labor and Material Bond are executed and will be considered approved by the County upon award of the Contract.

Additional subletting will be permitted within the limits of the Specifications when Subcontractors are proposed following the award of the Contract. Requests for subletting by a Contractor must be accompanied by a consent of Surety for each Subcontractor requested. In all Contracts jointly bid, all Contractors will be held jointly and severally responsible for the performance of the entire Contract.

GP-3.03 PROPOSAL GUARANTY RETURN

All proposal guaranties will be returned upon request, if the bidder is not one of the three lowest bidders. The guaranty of the second and third Bidder will be returned within (10) calendar days following the award of Contract. The guaranty of the successful Bidder will be returned after all bonds have been furnished and the Contract has been executed.

GP-3.04 CONTRACT BOND REQUIREMENTS (PERFORMANCE BOND)

The successful Bidder shall, no later than the time the Contract is executed, furnish a Performance Bond or Bonds in a sum equal to the total amount of the Contract. The form of the Bonds and/or other forms of security shall be acceptable to the County. The name of the underwriting agency for said bond shall be shown thereon.

GP-3.05 PAYMENT BOND REQUIREMENTS (LABOR AND MATERIAL BOND)

The successful Bidder shall, no later than the time the Contract is executed, furnish a Payment Bond or Bonds in the sum equal to not less than 50 percent of the total amount of the Contract. The form of the Bonds and/or other forms of the security shall be acceptable to the County. The name of the underwriting agency for said bond shall be shown thereon. **This Payment Bond may also be used as a prevailing wage bond provided the County may call upon such bond for a failure to abide by the prevailing wage law of Anne Arundel County.**

The Contractor, prior to receiving a progress or final payment, shall certify in writing to the Engineer that the Contractor has made payment from proceeds of prior payments, and that the Contractor will make timely payments from the proceeds of the progress or final payment then due, to the subcontractors and suppliers in accordance with the contractual arrangements between them.

GP-3.06 CONTRACT EXECUTION

The Contract shall be signed by the successful Bidder and returned, together with the Performance Bond and Labor and Material Bond within ten (10) calendar days after receipt by the said Bidder. No Contract shall be considered as effective until it has been executed by all parties thereto. Note that a separate form will be used for the actual executing of the Contract. It will include a duplicate of the Proposal submitted as the bid. It shall be further understood and agreed that all Specifications as well as Special Provisions attached to the Proposal Form used in submitting bids and all approved drawings are parts of the Contract and shall be considered in full force and effect even though not included in and/or attached to the separate form used in actual executing of a Contract.

If the lowest responsible Bidder is not notified of the County's acceptance of his bid within ninety (90) calendar days after the bid opening or as specified otherwise in the Proposal, the Contractor shall have the right to withdraw his bid without penalty.

GP-3.07 FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract and file acceptable Bonds within the time aforesaid shall be just cause not to award, and the Proposal Guaranty shall be forfeited and the proceeds will become the property of the County, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be readvertised and constructed under Contract or otherwise, as the County may decide.

GP-3.08 COMMUNICATIONS WITH BIDDERS AND CONTRACTORS

The mailing, in a United States post office box, of any written communication, notice or order, addressed to a prospective Bidder or the Contractor at the business address filed with the County or to his 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.

END OF SECTION

GP-8

PROSECUTION AND PROGRESS

GP-8**PROSECUTION AND PROGRESS****GP-8.01 SUBLETTING OR ASSIGNING OF CONTRACT**

The Contractor, to whom a Contract is awarded, shall perform with his own organization and the assistance of workmen under his immediate supervision, work of a value of not less than 50% of the total value of the Contract, unless specified otherwise. The remainder may be sublet whether or not Subcontractors are named in the Proposal.

No portion of the Contract shall be sublet, assigned or otherwise disposed of except with written consent of the County and the Surety. Consent to sublet, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or Surety of any responsibility for fulfilling all the requirements of the Contract.

8.01.1 The Subcontractors named in the Proposal Form and approved by the County and those approved when subsequently submitted shall perform the Contract items as approved by the County. Requests for permission to sublet, assign or otherwise dispose of any portion of the Contract shall be in writing and include the portion of work or item number or numbers, and the dollar value. Each request for permission to sublet, assign or otherwise dispose of any portion of the Contract must be accompanied by written consent from the Contractor's Surety. The Contractor shall give assurance that minimum wage for labor, as required by the Contract shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way.

8.01.2 The County will not approve subletting portions of items except in the case of specialty items such as erection of structural steel, painting or such portions of items which are distinct and identifiable and which have been approved by the Engineer.

8.01.3 Once a Subcontractor has been approved by the County and Surety for performance of certain Contract items of work on the subject Contract, the County will not allow the Contractor to substitute another Subcontractor, except in the event the Contractor requests in writing that the approved Subcontractor be relieved of the necessity of performance of said work. Any change of Subcontractors must be requested in writing by the Contractor and be approved by the Contractor's Surety. Such concurrence shall not be unreasonably delayed in the judgment of the County. In the event a Subcontractor does not perform to the satisfaction of the Contractor, the Contractor may perform the work with his forces or request another named Subcontractor be substituted. When reasons submitted for substitution of the Subcontractor indicate the change will be in the best interest of the County, approval of request will be granted.

8.01.4 Roadside production of materials, unless performed by the Contractor, shall be considered as subcontracting. This is construed to mean the production of crushed stone, gravel and/or other materials by means of portable or semi portable crushing, screening or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work on a designated project or projects.

The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mix concrete and/or other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting.

GP-8.02 NOTICE TO PROCEED

After the Contract has been awarded, the County will, within the time limit specified by the County elsewhere in the Contract Documents, issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin work. The completion date of the Contract shall be as stipulated in the Notice to Proceed.

8.02.1 Work is not to be started before receipt of the Notice to Proceed.

8.02.2 If the County is unable to issue the Notice to Proceed within one hundred and thirty (130) calendar days from the bid opening, the Contractor may request the County to rescind the Contract.

GP-8.03 PROSECUTION OF WORK

8.03.1 The Contractor shall begin work promptly within the time specified by the Notice to Proceed and shall notify the Engineer at least two full working days before starting work.

8.03.2 After the work has been started, it shall be prosecuted continuously on all acceptable working days without stoppage until the entire Contract is completed.

8.03.3 Should prosecution of work for any reason be discontinued, the Contractor shall notify the Engineer of his intention to stop and also notify the Engineer at least 48 hours in advance of resuming operations. Said notification shall be confirmed in writing.

GP-8.04 PROGRESS SCHEDULE

8.04.1 Before beginning work, the Contractor shall submit for approval to the Engineer a progress schedule showing the proposed order of work, location of the work being performed during specific time periods, and the time required for completion of the work. The progress schedule shall be a bar chart type unless otherwise directed in the Special Provisions for contracts greater than \$100,000. Said progress schedule shall be used to establish major construction items and be developed to permit a check on progress of the work on a weekly basis. The Contractor shall submit revised progress schedules as directed by the Engineer.

8.04.2 If the Contractor fails to submit the progress schedule within the time prescribed, or the revised schedule within the requested time, the Engineer may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedules.

8.04.3 If, in the opinion of the Engineer, the Contractor falls significantly behind the approved progress schedule, the Contractor shall take any and all steps necessary to improve his progress. The Engineer, in this instance, may require the Contractor to increase the number of shifts, initiate or increase overtime operations, increase days of work in the workweek, or increase the amount of construction plant, or all of the above. The Engineer may also require the Contractor to submit for approval supplemental progress schedules detailing the specific operational changes to be instituted to regain the approved schedule, all without additional cost to the County.

8.04.4 Failure of the Contractor to comply with the requirements of the Engineer under this provision shall be grounds for determination by the Engineer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Engineer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with GP-8.09 of these General Provisions.

GP-8.05 LIMITATIONS OF OPERATIONS

The Contractor shall conduct the work at all times in a manner and sequence as will assure the least interference to the public.

8.05.1 The Contractor shall begin work at points as may be specified in the Contract and shall thereafter prosecute the work at such points and order as may be prescribed therein.

8.05.2 No work requiring the presence of the Engineer or an Inspector will be permitted on Sunday or on legal County holidays except in cases of emergency, and then only to such extent as is absolutely necessary and with written permission of the Engineer.

8.05.3 In case the Contractor desires to work upon any Sundays or legal holiday, he shall so inform the Engineer in writing at least two full work days in advance. He shall indicate the nature of the emergency, his desire to work and the location at which work will be conducted.

GP-8.06 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

The Contractor shall employ sufficient labor and equipment for prosecuting the several classes of work to completion in the manner and time required by the Contract.

If prevailing wage and local hiring requirements are applicable, the Contractor must hire workmen and document all employees pay and information in accordance with State and County laws, regulations and guidelines.

Workmen must have sufficient skill and experience to perform properly the work assigned to them. All workmen engaged in special work or skilled work shall have sufficient experience in such work and in operations of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or Subcontractor employing such foreman or workman, and the person shall not be employed again on any portion of the work without approval of the Engineer.

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

Equipment used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The Engineer may order removal and require replacement of any unsatisfactory equipment.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the Contract work in conformity with the Contract requirements.

When the Contract specifies the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer in writing. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he must request authority from the Engineer to do so. The request shall be in writing and include a full description of the methods and equipment proposed and an explanation

of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements. If, after trial use of the substitute methods or equipment, the Engineer determines the work produced does not meet Contract requirements, the Contractor shall discontinue use of the substitute method or equipment and complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved nor in Contract time as the result of authorizing a change.

GP-8.07 SUSPENSION OF WORK/DELAY CLAIMS

8.07.1 The Engineer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for convenience of the County. A suspension of work, delay or interruption of all or any part of the work may also be caused by other acts or omission to act by the County.

8.07.2 The Contractor specifically agrees to make no claim for damages for delay in performance of this contract occasioned by such suspension of work or by any act or omission to act of the County or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor or for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

8.07.3 No extension of time under this clause shall be allowed for delays occurring more than 20 days before the Contractor shall have notified the Engineer in writing of the act or failure to act involved (but this requirement shall not apply as to an extension of time resulting from a suspension order) and unless the request for time extension is asserted in writing as soon as practicable after termination of such suspension, delay or interruption but not later than the date of final payment under the Contract.

8.07.4 If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the use of the site of work unnecessarily nor become damaged in any way; and he shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage, erosion control measures, etc, and erect temporary structures where necessary. In the event the County directs a stoppage of work for an indefinite period, an adjustment to the contract price will be negotiated, based upon direct costs only, for the additional work involved.

8.07.5 A delay caused by the failure of the contractor or their subcontractors to comply with prevailing wage and local hiring laws, or to pay employees in accordance with the same, may result in a suspension of work or delay claims by the County.

GP-8.08 DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contractor shall complete the work contracted for in an acceptable manner within the number calendar days as stated in the Contract.

The Contract time and completion date shall be as specified in the "Notice to Proceed." When the conditional acceptance has been duly made by the Engineer as prescribed in GP-5.12.1 the daily time charged shall cease.

The number of days for performance allowed in the Contract as awarded is based on the amount of work indicated by the Contract Documents. If satisfactory fulfillment of the Contract with extensions and increases authorized under GP-4.07, 4.08 and 4.09 shall require the performance of work in greater quantities than those set forth in the Proposal, the Contract time allowed for performance shall be adjusted in an equitable manner based on the quantities, costs and nature of the work involved.

The Contractor under certain conditions may be granted permission or ordered to suspend operations as noted in GP-8.07.

Following the date on which all work has been completed, except those landscaping items on which work is restricted to specified seasons and when conditional inspection and acceptance is being deferred pending completion of those landscaping items on which work is not permissible at the time because such work is currently out of season, and for no other reason, no time will be charged against the Contractor until such time as it is again permissible to proceed with such work. However, time will be charged during any extensions of the specified season, which may be granted the Contractor.

The Contractor hereby releases the County from any liability or delay claims against the County for suspension of work or failure to provide an extension of time to the Contractor for performance, if such delays were caused by the Contractor's failure to act in conformity with applicable state and County prevailing wage laws and local hiring requirements. This includes, but is not limited to the requirement to provide records, certifications, permit auditing and reports and to respond within 10 days in writing to any request by the Prevailing Wage program of the County.

The criteria of GP-8.09.4.A and 8.09.4.B shall apply to the determination of and extension of Contract time.

GP-8.09 TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, TIME EXTENSIONS

8.09.1 If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, the County may, by written notice to the Contractor and Surety, terminate his right to proceed with work or part of work as to which there has been delay. In such event, the County may take over the work and prosecute to completion, by Contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his Sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the work within the specified time.

8.09.2 Any employee improperly paid by a contractor pursuant to any applicable prevailing wage law will be a third party beneficiary of the law who can bring a claim against the Contractor pursuant to the requirements of that law. If the contractor is delinquent in submitting the payroll records, the County may withhold payment, satisfy a liability of the contractor for liquidated

damages as provided for in the Anne Arundel County Code's prevailing wage and local hiring laws and regulations.

8.09.3 When liquidated damages are provided in the Contract and if the County so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs incurred by the County in completing the work.

8.09.4 When liquidated damages are provided in the Contract and if the County does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

8.09.5 The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

A. delay in completion of the work arises from unforeseeable causes above or beyond the control and without the fault or negligence of the Contractor, his Subcontractors and/or suppliers, including but not restricted to acts of God, acts of public enemy, acts of the State or Federal Government in either their sovereign capacity or the County in its contractual capacity, acts of another Contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; and

B. the Contractor, within 10 days from the beginning of any such delay (unless the Engineer grants a further period of time before the date of final payment under the Contract) notifies the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in GP-5.13 of these General Provisions.

8.09.6 If, after notice of termination of the Contractor's right to proceed under provisions of this clause, it is determined for any reason that the Contractor was not in default under provisions of this clause, or that the delay was excusable under provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the County, be the same as if notice of termination has been issued pursuant to such clause.

8.09.7 The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

8.09.8 This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract. In order for the Contractor to obtain a time extension under this clause, the following conditions must be satisfied:

A. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

B. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

8.09.9 The following schedule of monthly anticipated adverse weather delays is based on the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute a baseline for monthly weather days in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY IN WORK DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	4	5	5	4	3	4	2	3	3	3

GP-8.10 FAILURE TO COMPLETE ON TIME

Time is an essential element of the Contract, and it is important that work be vigorously prosecuted until completion.

For each calendar day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount(s) provided in the Proposal; provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved Change Orders.

GP-8.11 TERMINATION FOR CONVENIENCE OF THE COUNTY

8.11.1 The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

8.11.2 After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

- A. stop work under the Contract on the date and to the extent specified in the Notice to Termination;
- B. place no further orders or Subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- C. terminate all orders and Subcontractors to the extent they relate to performance of work terminated by the Notice of Termination;
- D. assign to the County in the manner, at times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and Subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of such orders and Subcontracts;
- E. settle all outstanding liabilities and claims arising out of termination of orders and Subcontracts, with the approval or ratification of the County to the extent the Engineer may require, which approval or ratification shall be final for all the purposes of this clause;
- F. transfer title and deliver to the County, in the manner, at times, and to the extent, if any, directed by the County, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with performance of the work terminated by the Notice of Termination, and the completed or partially completed Plans,

drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the County;

G. use his best efforts to sell, in the manner, at times, to the extent, and at the price or prices directed or authorized by the County, any property of the types referred to in F above; provided, however, that the Contractor shall not be required to extend credit to any purchaser and may acquire any property under the conditions prescribed by and at a price or prices approved by the County; and provided further that proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the County may direct;

H. complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

I. take action as may be necessary, or as the County may direct, for the protection and preservation of property related to this Contract which is in the possession of the Contractor and in which the County has or may acquire an interest.

8.11.3 After receipt of a Notice of Termination, the Contractor shall submit to the County his termination claim, in the form and with certification prescribed by the County. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the County as a result of an extension request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the County determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the County may determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to the Contractor the amount so determined.

8.11.4 Subject to the provisions of GP-8.11.3, the Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in GP-8.11.5 of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of termination of work pursuant to this section, shall be deemed to limit, restrict, otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

8.11.5 In the event of failure of the Contractor and the County to agree as provided in GP-8.11.4 upon the whole amount to be paid to the Contractor by reason of termination of work pursuant to this section, the County shall pay to the Contractor the amounts determined by the County as follows but without duplication of any amounts agreed upon in accordance with GP-8.11.4:

C. A. with respect to all Contract work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:

1. the cost of such work;

2. the cost of settling and paying claims arising out of termination of work under Subcontracts or orders as provided in GP-8.11.2.E, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractors before the effective date of the Notice of Termination of Work under this Contract, which amount shall be included in the cost on account of which payment is made under 1 above; and

3. a sum, as profit on 1 above, determined by the County, to be fair and reasonable; provided, however, that if it appears the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this section, and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss; and

D. B. the reasonable cost of preservation and protection of property incurred pursuant to GP-8.11.2.I; and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to determination of the amount due to the Contractor as the result of termination of work under this Contract.

E. The total sum paid to the Contractor under A above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amount payable to the Contractor under A above, the fair value, as determined by the County, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the County, or to a buyer pursuant to GP-8.11.2.G.

8.11.6 The Contractor shall have the right of appeal, under GP-5.13 from any determination made by the County under GP-8.11.3 or 8.11.5, except that if the Contractor has failed to submit his claim within the time provided in GP-8.11.3 and has failed to request extension of such time, he shall have no such right of appeal. In any case where the County has made a determination of the amount due under GP-8.11.3 or 8.11.5, the County shall pay to the Contractor the following; if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the County; of if an appeal has been taken, the amount finally determined on appeal.

8.11.7 In arriving at the amount due the Contractor under this Section there shall be deducted all non-liquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract; any claim which the County may have against the Contractor in connection with this Contract; and the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of the section and not otherwise recovered by or credited to the County.

8.11.8 If the termination hereunder be partial, before settlement of the terminated portion of this Contract, the Contractor may file with the County a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination); and such equitable adjustment as may be agreed upon shall be made in such price or prices.

8.11.9 The County may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the County,

the aggregate of such payment shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the County upon demand together with interest computed at such rate set by the County Comptroller for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the County provided, however, that no interest shall be charged with respect to any excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later as determined by the County be reasonable under the circumstances.

8.11.10 Unless otherwise provided in this Contract, or by applicable statute, the Contractor shall, from the effective date of termination until expiration of three years after final settlement under this Contract, preserve and make available to the County at all reasonable times at the office of the Contractor but without direct charge to the County all his books, records, documents and other evidence bearing on costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder or, to the extent approved by the County, photographs or other authentic reproductions thereof.

GP-8.12 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY

A Contract will be considered as successfully fulfilled when work has been completed in accordance with the terms of the Contract; when Final Acceptance as defined in GP-5.12.2 has occurred; and when all of the obligations of the Contractor and his Surety have been fulfilled.

END OF SECTION

GP-9

MEASUREMENT AND PAYMENT

GP-1

DEFINITIONS AND TERMS

GP-1

DEFINITIONS AND TERMS

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

Anne Arundel County

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

Department

Anne Arundel County Department of Public Works.

GP-1.03 DEFINITIONS

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.

Anne Arundel County Standard Details

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

Award

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

Base Course

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 his 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 handrails 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.

Change Order

A written order to the Contractor, signed by the Engineer 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.

Change Order to the Purchase Order

A written authorization to the Contractor duly signed and executed by the Purchasing Agent authorizing the obligation of funds for the change to the Contract, and the modification of the Contract time allowance. The Contractor shall not proceed with the stipulated Work until the Change Order to the Purchase Order is received.

Channel

A natural or artificial watercourse.

Chief Engineer

The Chief Engineer of the Department of Public Works, or his designee as appropriate.

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.

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 his 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 him therefore 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,

DEFINITIONS AND TERMS GP-1- 5 of 17

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, 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.

Controlled Access Arterial Highway

The term "controlled access arterial highway" shall mean a major thoroughfare of two or more traffic lanes in each direction having the same characteristics as an expressway except that the conflict of cross streams of traffic need not be eliminated at every intersection by means of grade separation structures.

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 Anne Arundel County, Maryland, a body corporate and politic.

County Roads

The term shall mean any public road in Anne Arundel 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.

Day

Calendar day unless otherwise designated.

Developer

An individual, partnership, corporation, or other non-County entity who, under agreement(s), constructs public improvements that 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 watercourse 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.

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 the designated representative of the Chief Engineer, or their duly authorized agents, said agent acting severally within the scope of the particular duties entrusted to him.

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.

Expressway

The term "expressway" shall mean a major thoroughfare of two or more traffic lanes in each direction, designed to eliminate principal traffic hazards, and shall embrace all bridges, tunnels, overpasses, underpasses, interchanges, entrance plazas, approaches, and other structures, which the County may deem necessary to the operation of the expressway, together with all property, rights, easements, franchises and interests acquired by the County for the construction and operation thereof, and having the following characteristics: (a) a median divider separating opposing traffic lanes to eliminate head-on-collisions and sideswiping; (b) grade separating structures to eliminate the conflict of cross streams of traffic at all intersections; (c) points of access and egress limited to predetermined locations; (d) vertical curves of lengths sufficient to provide long sight distances; and (e) shoulders of widths adequate to permit vehicles to stop or park off traffic lanes.

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 watercourse, 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

The following days are recognized as holidays by the County: New Year's Day (January 1); Martin Luther King's Birthday (Third Monday in January); Washington's Birthday (the third Monday of February); Good Friday; Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veteran's Day (November 11); Thanksgiving Day (and following Friday); Christmas Day (December 25); 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 Executive.

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 his 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 he shall begin the prosecution of the Work to be done under this Contract.

Owner

Anne Arundel County.

Payment Bond

The approved form of security, executed by the Contractor and his 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.

Prevailing Wage (including jointly and severally the term “local hire” and/or “local hiring)

Prevailing wage means jointly and severally the Prevailing Wage Law and Local Hiring Requirements contained in Chapters 8-2-115 and 8-2-116 of the Anne Arundel County Code and any regulations or procurement documents related to this Agreement. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. This rate means the basic hourly rate and fringe benefit rate established annually by the State of Maryland Commissioner of Labor and Industry for state funded construction contracts in the County at the time of award of the capital improvement contract. Apprentices must be paid at least the rate that the state’s apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. For the purposes of these requirements, employee means an apprentice, laborer or mechanic employed by a contractor on a capital improvement project, including any subcontractors, with a value of over \$250,000, or performing work related to a capital project with a value over \$5,000,000 as defined in the statute. Local hiring requirements means that at least 51% of new jobs created and required to complete work related to a capital project, or on a capital improvement contract that with a value over one million dollars (\$1,000,000) that is subject to the County’ local hiring law must be done with Anne Arundel County residents. Further, the contractor and any subcontractors or employees, agents and assigns including Architect/Engineers will submit quarterly reports relating to local hiring with respect to a capital project or capital improvement project meeting the necessary requirements that lists the number of new hires needed for the contract during the reporting period, the number of County residents hired during the reporting period, the number of all employees hired during the reporting period. The local hiring reporting will include a description of the best efforts made to fill open positions with County residents. New hires reported must list their name, the last four digits of their social security number, the job title, the hire date, the address and the referral source.

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 the construction, reconstruction, relocation or extension of Anne Arundel 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.

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 him. A Bid Bond or Certified Check is 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 his ability to perform the Work, his experience in similar Work, the equipment to be used, and his financial condition as related to his 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.

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 Anne Arundel County Standard Details. The Maryland State Highway Administration Standard Details shall apply if Anne Arundel 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, end walls, buildings, sewers, water mains, service pipes, under drains, 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 back walls and wing walls.

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 Engineer, weather and soil conditions are such that the Contractor can advantageously Work more than half of his 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.

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
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

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APA	American Plywood Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
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
BOCA	Building Officials & Code Administrators International, Inc.
CACP	Corrugated Aluminum Culvert Pipe
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

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FRA	Federal Railway Administration, U.S. Department of Transportation
FRP	Fiberglass Reinforced Plastic
FSS	Federal Specifications and Standards, General Services Administration
FTA	Federal Transit Administration, U.S. Department of Transportation
HDPE	High Density Polyethylene
HI	Hydraulic Institute
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineers Society
IPCEA	Insulated Power Cable Engineers Association
IRT	Institute for Rapid Transit
ITE	Institute of Transportation Engineers
MBMA	Metal Building Manufacturers' Association
MIL	Military Specification
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
PTSP	Plastic Truss Sewer Pipe
PVCP	Polyvinyl Chloride Pipe
RCSP	Reinforced Concrete Sewer Pipe
RCCP	Reinforced Concrete Culvert Pipe
RLMI	Reflector and Lamp Manufacturers' Institute
RPM	Reinforced Plastic Mortar
SAE	Society of Automotive Engineers

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SAWP	Society of American Wood Preservers
SHA	Maryland Department of Transportation, State Highway Administration
SSPC	Steel Structures Painting Council
TCP	Traffic Control Plan
UCPX	Unglazed Clay Pipe, Extra Strength
ULI	Underwriters' Laboratories, Inc.
USSG	United States Standard Gauge
USSWG	United States Steel Wire Gauge
VE	Value Engineering
VECP	Value Engineering Change Proposal

END OF SECTION

GP-2

**BIDDING REQUIREMENTS AND
CONDITIONS**

GP-2

BIDDING REQUIREMENTS AND CONDITIONS

GP-2.01 NOTICE TO CONTRACTORS (ADVERTISEMENT)

After the date is fixed for the letting of Work, the County will give notice of such letting to Contractors. The Notice to Contractors, which will be published as an advertisement, will contain a description of the proposed Work, the time and place where Sealed Proposals will be received, together with information regarding access to Information to Bidders, Proposal, Bid Bond, Plans and Specifications, the price of these documents, and the reservation of the right of the County to reject any or all bids.

The County will estimate the cost of the Contract and classify it as falling within one of a series of cost groups as follows:

Up to \$100,000
\$100,000 to \$250,000
\$250,000 to \$500,000
\$500,000 to \$1,000,000
\$1,000,000 to \$1,500,000
\$1,500,000 to \$2,000,000
\$2,000,000 to \$3,000,000
above \$3,000,000

The cost group will be published as part of the advertisement.

GP-2.02 PROPOSAL CONTENTS

The Proposal shall describe the location and type of Work contemplated by the Contract and include a listing of pay items. Where pay items are unit price items, the Proposal will further show the approximate estimate of quantities expected to occur in such unit price items. The awarded proposal must include such wage certification forms, attestations, employment data and payroll data as may be required by the County's prevailing wage and local hiring program on the County's prevailing wage website and by County law. Anne Arundel County Prevailing Wage and Local Hiring Information

The Proposal will also set forth the place, date and time of opening bids, the requirements for a Bid Bond or Certified Check, and the time to be allowed for completing the Contract. The County will charge a sum for each set of Contract Documents. The amount of such charge will be set forth in the Notice to Contractors, (Advertisement). The sum charged for Proposals and the Plans is not refundable.

The Notice to Contractors, Pre-Bidding Conference Data, Information to Bidders, 2 sets of Proposal Forms, Contract Forms, Performance Bond Forms, Labor and Material Bond Forms, Corporate Resolution Forms; and two sets each of Experience and Equipment Certificates, affidavits, Bid Bonds, and Lists of Subcontractors and Equipment Suppliers, as appropriate; and all other papers included in, bound thereto, or attached to the Proposal are necessary parts thereof and shall not be altered in their intent or content.

The Plans, these Standard Specifications, Standard Details, Special Provisions, Referred-to Specifications, Addenda, and other documents so designated will be considered a part of the Proposal whether attached thereto or not.

GP-2.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

The quantities appearing in the prepared Bid Form are approximate only and are prepared for the canvassing of Bids. Payment to the Contractor will be made only for the actual quantities of Work performed or materials furnished in accordance with the Contract. It is understood that the scheduled quantities of Work to be done and materials to be furnished may each be increased, diminished or omitted without in any way invalidating prices bid, except as hereinafter provided.

GP-2.04 SITE INVESTIGATION

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory Work done by the County, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

GP-2.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

2.05.1 In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meanings of the Plans or other Contract Documents, or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders, other than by means of the Plans and other Contract Documents, including addenda as described below, is given informally for information and the convenience of the bidder only, and is not guaranteed. The bidder agrees that such information shall not entitle him to assert any claim or demand against the County or the Engineer on account thereof.

2.05.2 Prior to the receipt of bids, the County may conduct a Pre-Bid Conference to accept questions and/or comments from prospective bidders on Plans, Special Provisions, Specifications, Rights-of-Way, or other Contract Documents. No answers or direction other than of a general nature will be offered by the County at this conference, rather the County may make such changes or clarifications as it may deem necessary and issue an addenda as provided for herein.

1. If the question involves the equality or use of products or methods, the prospective bidder shall submit drawings, specifications, or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, The Engineer will neither approve nor disapprove particular products prior to the opening of bids; such products will be considered when offered by the Contractor for incorporation into the Work.

2.05.3 The Engineer will set forth as addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary, and his decision regarding each. At least five calendar days prior to the receipt of bids, he will send a copy of these addenda to those prospective bidders known to have taken out sets of the drawings and other Contract Documents.

2. Should one or more addenda be issued during the bidding period of the Contract, a certification of receipt will accompany such addenda. All certification of receipts shall be signed by the bidder and accompany his proposal form, otherwise the Proposal may not be accepted.

GP-2.06 TAXES-RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.

The Contractor is responsible for and by submitting a bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the improvement. The Contractor is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay same.

GP-2.07 PROPOSAL PREPARATION

2.07.1 The Bidder shall submit his Proposal only upon the blank form(s) furnished. The Bidder shall specify a price in dollars and cents, in both words and figures, for each pay item given (except that optional alternates may be omitted) and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, together with the total amount of the Proposal obtained by adding the amount of the several items.

2.07.2 The Proposal Form(s) shall be filled out in ink or typed. The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, the same shall be signed by an officer and attested by the corporate secretary or an assistant corporate secretary; if submitted by a joint venture, the same shall be signed by such member or members of the joint venture as having authority to bind the joint venture. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the Bylaws or copy of a Board resolution, duly certified by the corporate secretary, showing the current authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the County, duly certified by the corporate secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the corporate secretary, which listing shall remain in full force and effect until such time as the County is advised in writing to the contrary. In any case where a Proposal is signed by an Attorney in Fact, the same must be accompanied by a copy of the appointing document, duly certified.

2.07.3 Bidders must not change any item in the Proposal for which a price has been stipulated by the County. Any change will be cause for possible rejection of the Proposal.

2.07.4 The completed Proposal Forms must be submitted in duplicate.

GP-2.08 PROPOSAL GUARANTY

No Proposal will be considered unless accompanied by a guaranty, of the character and in an amount not less than the specific dollar value or required percentage indicated in the Proposal Form, and made payable to Anne Arundel County, Maryland.

GP-2.09 PROPOSAL DELIVERY

Each Proposal must be submitted in a sealed envelope plainly marked to indicate its contents.

When sent by mail, the sealed Proposal must be addressed to the County at the address and in care of the official in whose office the Bids are to be received. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the time for opening of bids will be returned to the bidder unopened.

GP-2.10 PROPOSAL MODIFICATIONS AND WITHDRAWALS

Notice of withdrawal or modifications to Proposals shall be filed prior to the time and at the place so specified in the Notice to Contractors. A notice of withdrawal or modification to a Proposal must be signed in accordance with the requirements of GP-2.07.2.

No withdrawal or modifications shall be accepted after the time for opening of Proposals.

GP-2.11 COMBINATION PROPOSALS

If the County so elects, Proposals may be issued for Projects in combination and/or separately, so that Proposals may be submitted either on the combination or on separate units of the combination. The County reserves the right to make award on combination Proposals to the best advantage of the County. No combination Proposals other than those specifically set up in the Proposals by the County will be considered. Separate Contracts shall be written for each individual Project included in the combination.

GP-2.12 PUBLIC OPENING OF PROPOSALS

Proposals will be opened publicly and read at the hour, on the date and at the place set forth in the Proposal and in the Notice to Contractors.

Only Proposal totals will be publicly read at the Opening of Proposals. Unit prices will be made available after verification by the County.

GP-2.13 IRREGULAR PROPOSALS

2.13.1 When at any Public Opening of Proposals a Proposal appears to be irregular, as herein specified, this fact shall be announced when read. Said Proposal shall be read as other Proposals and then referred to the Legal Staff of the County for consideration and appropriate action thereon in accordance with these Specifications.

2.13.2 Pending legal review, any Proposal having, but not necessarily limited to, one or more of the following faults shall be considered irregular:

A. if the Proposal Form furnished by the County is not used or is altered;

- B. if not prepared as directed in GP-2.07;
- C. if there is an omission of a necessary word(s) or numeral(s) required to make a price unmistakably clear, as well as any other omission; or addition of item(s) not called for;
- D. failure to include a price for each item set up except in the case of designated alternate pay item(s) or contrary to the conditions of the advertisement;
- E. if there are additions, conditions or unauthorized alternate Proposals, unless prior to the date set for the opening of said Proposals, the County notifies, in writing, all bidders to whom such Proposals have issued that such changes will be permitted;
- F. if the Bidder adds any provisions reserving the right to accept or reject the award;
- G. if all the required Proposal certifications and/or documents specified in GP-2.02 are not duly executed and submitted with the Proposal;
- H. if there is a failure to acknowledge all Addenda issued

GP-2.14 PROPOSAL REJECTION

2.14.1 A Proposal opened and read at any Opening of Proposals may be subsequently rejected if found to be irregular for any of the reasons specified in GP-2.13.2.

2.14.2 A Proposal opened and read at any Opening of Proposals will be subsequently rejected if there is found to be interest by the same individual, partnership, firm or corporation in more than one Proposal on a Contract, except that any individual, partnership, firm or corporation may have an interest in a Contract as a Bidder and also be named in Proposals with other Bidders as a Subcontractor.

2.14.3 The County may question any Proposal when one or more of the following conditions are present or are indicated. In such instance, the County may give the Bidder(s) in question a hearing upon the request of the Bidder. The hearing will be conducted by the County Procurement Officer, or his duly authorized representative. After such hearing, the County reserves the right to reject any proposal for any one or more of the following reasons if, in the judgment of the County, the best interest of the County will be promoted thereby:

- A. the unit prices contained in a Proposal are materially unbalanced;
- B. evidence of collusion among Bidders;
- C. obvious lack of experience, inadequate machinery, plant or other equipment as revealed by supplemental information which may be required to be submitted by the Contractor and provided for elsewhere in the Contract Documents;
- D. Contractor's Workload which, in the judgment of County might hinder or prevent the prompt completion of the subject Work if awarded;
- E. default by the Bidder on other Contracts awarded by other governmental agencies;
- F. failure to pay or satisfactorily settle all reasonable and just bills due for labor and material on former Contracts in force at time of letting;
- G. if a firm or individual is barred from Federal, State, County or local government bidding.

H. The Bidder or its affiliates as set forth in the local hiring laws of Anne Arundel County may be rejected for a finding of a violation as set forth more particularly therein.

GP-2.15 MATERIAL GUARANTY

Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the Work together with samples, which samples may be subjected to the test provided for in these Specifications to determine their quality and fitness for the Work.

END OF SECTION

GP-3

**AWARD AND EXECUTION OF
CONTRACT**

1. GP-3

2. AWARD AND EXECUTION OF CONTRACT

GP-3.01 PROPOSAL CONSIDERATION

After Proposals have been publicly opened and read, they will be audited for mathematical accuracy and reviewed to determine that there are no irregularities as outlined in GP-2.13 and GP-2.14. Upon completion of the aforementioned audit and review, the results will be made available to the public. In the event of a discrepancy between the unit bid prices and the extensions (product of quantity and unit price), the unit price will govern. In the case of discrepancy between prices written in words and those written in figures, the written words will govern. In the event that the unit price is not included, the unit price shall be the extended (price divided by the quantity).

The right is reserved to reject any or all Proposals, if in the judgment of the County, the best interests of the County will be promoted thereby.

The right is also reserved to waive technicalities in construing the regularity of Proposals submitted by Contractors provided the technicality so waived does not change the meaning, substance or intent of the Proposal and the Proposal remains unmistakably clear as to its intent and meaning. The requirements to have the Proposal accompanied by a Proposal Guaranty and the provisions of GP-2.07.2 are not subject to waiver.

GP-3.02 AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be to the lowest, responsive, responsible Bidder who's Proposal complies with all of the prescribed requirements.

Prior to award, the County will notify the lowest successful Bidder within ninety (90) calendar days after opening of the Proposals, which shall constitute the County's acceptance of this bid price, by mailing the Contract Documents, Performance Bond Forms, Labor and Material Bond Forms. These forms must be fully completed and returned within ten (10) calendar days after date of receipt by the Contractor.

The successful Bidder will be notified, by letter mailed to the address shown on his Proposal, that he has been awarded the Contract. This letter will include the Contract Documents executed by the County and the Purchase Order signed by the County Purchasing Agent, which is the official statement that the obligation of funds for construction have been authorized. No successful Bidder shall withdraw his bid prior to award unless he has not been advised of acceptance within ninety (90) calendar days.

Subcontractors named in the Proposal will be considered to have approval of Surety when the Performance Bond and Labor and Material Bond are executed and will be considered approved by the County upon award of the Contract.

Additional subletting will be permitted within the limits of the Specifications when Subcontractors are proposed following the award of the Contract. Requests for subletting by a Contractor must be accompanied by a consent of Surety for each Subcontractor requested. In all Contracts jointly bid, all Contractors will be held jointly and severally responsible for the performance of the entire Contract.

GP-3.03 PROPOSAL GUARANTY RETURN

All proposal guaranties will be returned upon request, if the bidder is not one of the three lowest bidders. The guaranty of the second and third Bidder will be returned within (10) calendar days following the award of Contract. The guaranty of the successful Bidder will be returned after all bonds have been furnished and the Contract has been executed.

GP-3.04 CONTRACT BOND REQUIREMENTS (PERFORMANCE BOND)

The successful Bidder shall, no later than the time the Contract is executed, furnish a Performance Bond or Bonds in a sum equal to the total amount of the Contract. The form of the Bonds and/or other forms of security shall be acceptable to the County. The name of the underwriting agency for said bond shall be shown thereon.

GP-3.05 PAYMENT BOND REQUIREMENTS (LABOR AND MATERIAL BOND)

The successful Bidder shall, no later than the time the Contract is executed, furnish a Payment Bond or Bonds in the sum equal to not less than 50 percent of the total amount of the Contract. The form of the Bonds and/or other forms of the security shall be acceptable to the County. The name of the underwriting agency for said bond shall be shown thereon. This Payment Bond may also be used as a prevailing wage bond provided the County may call upon such bond for a failure to abide by the prevailing wage law of Anne Arundel County.

The Contractor, prior to receiving a progress or final payment, shall certify in writing to the Engineer that the Contractor has made payment from proceeds of prior payments, and that the Contractor will make timely payments from the proceeds of the progress or final payment then due, to the subcontractors and suppliers in accordance with the contractual arrangements between them.

GP-3.06 CONTRACT EXECUTION

The Contract shall be signed by the successful Bidder and returned, together with the Performance Bond and Labor and Material Bond within ten (10) calendar days after receipt by the said Bidder. No Contract shall be considered as effective until it has been executed by all parties thereto. Note that a separate form will be used for the actual executing of the Contract. It will include a duplicate of the Proposal submitted as the bid. It shall be further understood and agreed that all Specifications as well as Special Provisions attached to the Proposal Form used in submitting bids and all approved drawings are parts of the Contract and shall be considered in full force and effect even though not included in and/or attached to the separate form used in actual executing of a Contract.

If the lowest responsible Bidder is not notified of the County's acceptance of his bid within ninety (90) calendar days after the bid opening or as specified otherwise in the Proposal, the Contractor shall have the right to withdraw his bid without penalty.

GP-3.07 FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract and file acceptable Bonds within the time aforesaid shall be just cause not to award, and the Proposal Guaranty shall be forfeited and the proceeds will become the property of the County, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be readvertised and constructed under Contract or otherwise, as the County may decide.

GP-3.08 COMMUNICATIONS WITH BIDDERS AND CONTRACTORS

The mailing, in a United States post office box, of any written communication, notice or order, addressed to a prospective Bidder or the Contractor at the business address filed with the County or to his 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.

END OF SECTION

GP-8

PROSECUTION AND PROGRESS

GP-8

PROSECUTION AND PROGRESS

GP-8.01 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor, to whom a Contract is awarded, shall perform with his own organization and the assistance of workmen under his immediate supervision, work of a value of not less than 50% of the total value of the Contract, unless specified otherwise. The remainder may be sublet whether or not Subcontractors are named in the Proposal.

No portion of the Contract shall be sublet, assigned or otherwise disposed of except with written consent of the County and the Surety. Consent to sublet, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or Surety of any responsibility for fulfilling all the requirements of the Contract.

8.01.1 The Subcontractors named in the Proposal Form and approved by the County and those approved when subsequently submitted shall perform the Contract items as approved by the County. Requests for permission to sublet, assign or otherwise dispose of any portion of the Contract shall be in writing and include the portion of work or item number or numbers, and the dollar value. Each request for permission to sublet, assign or otherwise dispose of any portion of the Contract must be accompanied by written consent from the Contractor's Surety. The Contractor shall give assurance that minimum wage for labor, as required by the Contract shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way.

8.01.2 The County will not approve subletting portions of items except in the case of specialty items such as erection of structural steel, painting or such portions of items which are distinct and identifiable and which have been approved by the Engineer.

8.01.3 Once a Subcontractor has been approved by the County and Surety for performance of certain Contract items of work on the subject Contract, the County will not allow the Contractor to substitute another Subcontractor, except in the event the Contractor requests in writing that the approved Subcontractor be relieved of the necessity of performance of said work. Any change of Subcontractors must be requested in writing by the Contractor and be approved by the Contractor's Surety. Such concurrence shall not be unreasonably delayed in the judgment of the County. In the event a Subcontractor does not perform to the satisfaction of the Contractor, the Contractor may perform the work with his forces or request another named Subcontractor be substituted. When reasons submitted for substitution of the Subcontractor indicate the change will be in the best interest of the County, approval of request will be granted.

8.01.4 Roadside production of materials, unless performed by the Contractor, shall be considered as subcontracting. This is construed to mean the production of crushed stone, gravel and/or other materials by means of portable or semi portable crushing, screening or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work on a designated project or projects.

The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mix concrete and/or other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting.

GP-8.02 NOTICE TO PROCEED

After the Contract has been awarded, the County will, within the time limit specified by the County elsewhere in the Contract Documents, issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin work. The completion date of the Contract shall be as stipulated in the Notice to Proceed.

8.02.1 Work is not to be started before receipt of the Notice to Proceed.

8.02.2 If the County is unable to issue the Notice to Proceed within one hundred and thirty (130) calendar days from the bid opening, the Contractor may request the County to rescind the Contract.

GP-8.03 PROSECUTION OF WORK

8.03.1 The Contractor shall begin work promptly within the time specified by the Notice to Proceed and shall notify the Engineer at least two full working days before starting work.

8.03.2 After the work has been started, it shall be prosecuted continuously on all acceptable working days without stoppage until the entire Contract is completed.

8.03.3 Should prosecution of work for any reason be discontinued, the Contractor shall notify the Engineer of his intention to stop and also notify the Engineer at least 48 hours in advance of resuming operations. Said notification shall be confirmed in writing.

GP-8.04 PROGRESS SCHEDULE

8.04.1 Before beginning work, the Contractor shall submit for approval to the Engineer a progress schedule showing the proposed order of work, location of the work being performed during specific time periods, and the time required for completion of the work. The progress schedule shall be a bar chart type unless otherwise directed in the Special Provisions for contracts greater than \$100,000. Said progress schedule shall be used to establish major construction items and be developed to permit a check on progress of the work on a weekly basis. The Contractor shall submit revised progress schedules as directed by the Engineer.

8.04.2 If the Contractor fails to submit the progress schedule within the time prescribed, or the revised schedule within the requested time, the Engineer may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedules.

8.04.3 If, in the opinion of the Engineer, the Contractor falls significantly behind the approved progress schedule, the Contractor shall take any and all steps necessary to improve his progress. The Engineer, in this instance, may require the Contractor to increase the number of shifts, initiate or increase overtime operations, increase days of work in the workweek, or increase the amount of construction plant, or all of the above. The Engineer may also require the Contractor to submit for approval supplemental progress schedules detailing the specific operational changes to be instituted to regain the approved schedule, all without additional cost to the County.

8.04.4 Failure of the Contractor to comply with the requirements of the Engineer under this provision shall be grounds for determination by the Engineer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Engineer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with GP-8.09 of these General Provisions.

GP-8.05 LIMITATIONS OF OPERATIONS

The Contractor shall conduct the work at all times in a manner and sequence as will assure the least interference to the public.

8.05.1 The Contractor shall begin work at points as may be specified in the Contract and shall thereafter prosecute the work at such points and order as may be prescribed therein.

8.05.2 No work requiring the presence of the Engineer or an Inspector will be permitted on Sunday or on legal County holidays except in cases of emergency, and then only to such extent as is absolutely necessary and with written permission of the Engineer.

8.05.3 In case the Contractor desires to work upon any Sundays or legal holiday, he shall so inform the Engineer in writing at least two full work days in advance. He shall indicate the nature of the emergency, his desire to work and the location at which work will be conducted.

GP-8.06 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

The Contractor shall employ sufficient labor and equipment for prosecuting the several classes of work to completion in the manner and time required by the Contract.

If prevailing wage and local hiring requirements are applicable, the Contractor must hire workmen and document all employees pay and information in accordance with State and County laws, regulations and guidelines.

Workmen must have sufficient skill and experience to perform properly the work assigned to them. All workmen engaged in special work or skilled work shall have sufficient experience in such work and in operations of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or Subcontractor employing such foreman or workman, and the person shall not be employed again on any portion of the work without approval of the Engineer.

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

Equipment used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The Engineer may order removal and require replacement of any unsatisfactory equipment.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the Contract work in conformity with the Contract requirements.

When the Contract specifies the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer in writing. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he must request authority from the Engineer to do so. The request shall be in writing and include a full description of the methods and equipment proposed and an explanation

of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements. If, after trial use of the substitute methods or equipment, the Engineer determines the work produced does not meet Contract requirements, the Contractor shall discontinue use of the substitute method or equipment and complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved nor in Contract time as the result of authorizing a change.

GP-8.07 SUSPENSION OF WORK/DELAY CLAIMS

8.07.1 The Engineer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for convenience of the County. A suspension of work, delay or interruption of all or any part of the work may also be caused by other acts or omission to act by the County.

8.07.2 The Contractor specifically agrees to make no claim for damages for delay in performance of this contract occasioned by such suspension of work or by any act or omission to act of the County or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor or for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

8.07.3 No extension of time under this clause shall be allowed for delays occurring more than 20 days before the Contractor shall have notified the Engineer in writing of the act or failure to act involved (but this requirement shall not apply as to an extension of time resulting from a suspension order) and unless the request for time extension is asserted in writing as soon as practicable after termination of such suspension, delay or interruption but not later than the date of final payment under the Contract.

8.07.4 If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the use of the site of work unnecessarily nor become damaged in any way; and he shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage, erosion control measures, etc, and erect temporary structures where necessary. In the event the County directs a stoppage of work for an indefinite period, an adjustment to the contract price will be negotiated, based upon direct costs only, for the additional work involved.

8.07.5 A delay caused by the failure of the contractor or their subcontractors to comply with prevailing wage and local hiring laws, or to pay employees in accordance with the same, may result in a suspension of work or delay claims by the County.

GP-8.08 DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contractor shall complete the work contracted for in an acceptable manner within the number calendar days as stated in the Contract.

The Contract time and completion date shall be as specified in the "Notice to Proceed." When the conditional acceptance has been duly made by the Engineer as prescribed in GP-5.12.1 the daily time charged shall cease.

The number of days for performance allowed in the Contract as awarded is based on the amount of work indicated by the Contract Documents. If satisfactory fulfillment of the Contract with extensions and increases authorized under GP-4.07, 4.08 and 4.09 shall require the performance of work in greater quantities than those set forth in the Proposal, the Contract time allowed for performance shall be adjusted in an equitable manner based on the quantities, costs and nature of the work involved.

The Contractor under certain conditions may be granted permission or ordered to suspend operations as noted in GP-8.07.

Following the date on which all work has been completed, except those landscaping items on which work is restricted to specified seasons and when conditional inspection and acceptance is being deferred pending completion of those landscaping items on which work is not permissible at the time because such work is currently out of season, and for no other reason, no time will be charged against the Contractor until such time as it is again permissible to proceed with such work. However, time will be charged during any extensions of the specified season, which may be granted the Contractor.

The Contractor hereby releases the County from any liability or delay claims against the County for suspension of work or failure to provide an extension of time to the Contractor for performance, if such delays were caused by the Contractor's failure to act in conformity with applicable state and County prevailing wage laws and local hiring requirements. This includes, but is not limited to the requirement to provide records, certifications, permit auditing and reports and to respond within 10 days in writing to any request by the Prevailing Wage program of the County.

The criteria of GP-8.09.4.A and 8.09.4.B shall apply to the determination of and extension of Contract time.

GP-8.09 TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, TIME EXTENSIONS

8.09.1 If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, the County may, by written notice to the Contractor and Surety, terminate his right to proceed with work or part of work as to which there has been delay. In such event, the County may take over the work and prosecute to completion, by Contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his Sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the work within the specified time.

8.09.2 Any employee improperly paid by a contractor pursuant to any applicable prevailing wage law will be a third party beneficiary of the law who can bring a claim against the Contractor pursuant to the requirements of that law. If the contractor is delinquent in submitting the payroll records, the County may withhold payment, satisfy a liability of the contractor for liquidated

damages as provided for in the Anne Arundel County Code's prevailing wage and local hiring laws and regulations.

8.09.3 When liquidated damages are provided in the Contract and if the County so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs incurred by the County in completing the work.

8.09.4 When liquidated damages are provided in the Contract and if the County does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

8.09.5 The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

A. delay in completion of the work arises from unforeseeable causes above or beyond the control and without the fault or negligence of the Contractor, his Subcontractors and/or suppliers, including but not restricted to acts of God, acts of public enemy, acts of the State or Federal Government in either their sovereign capacity or the County in its contractual capacity, acts of another Contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; and

B. the Contractor, within 10 days from the beginning of any such delay (unless the Engineer grants a further period of time before the date of final payment under the Contract) notifies the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in GP-5.13 of these General Provisions.

8.09.6 If, after notice of termination of the Contractor's right to proceed under provisions of this clause, it is determined for any reason that the Contractor was not in default under provisions of this clause, or that the delay was excusable under provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the County, be the same as if notice of termination has been issued pursuant to such clause.

8.09.7 The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

8.09.8 This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract. In order for the Contractor to obtain a time extension under this clause, the following conditions must be satisfied:

A. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

B. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

8.09.9 The following schedule of monthly anticipated adverse weather delays is based on the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute a baseline for monthly weather days in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY IN WORK DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	4	5	5	4	3	4	2	3	3	3

GP-8.10 FAILURE TO COMPLETE ON TIME

Time is an essential element of the Contract, and it is important that work be vigorously prosecuted until completion.

For each calendar day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount(s) provided in the Proposal; provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved Change Orders.

GP-8.11 TERMINATION FOR CONVENIENCE OF THE COUNTY

8.11.1 The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

8.11.2 After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

- A. stop work under the Contract on the date and to the extent specified in the Notice to Termination;
- B. place no further orders or Subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- C. terminate all orders and Subcontractors to the extent they relate to performance of work terminated by the Notice of Termination;
- D. assign to the County in the manner, at times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and Subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of such orders and Subcontracts;
- E. settle all outstanding liabilities and claims arising out of termination of orders and Subcontracts, with the approval or ratification of the County to the extent the Engineer may require, which approval or ratification shall be final for all the purposes of this clause;
- F. transfer title and deliver to the County, in the manner, at times, and to the extent, if any, directed by the County, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with performance of the work terminated by the Notice of Termination, and the completed or partially completed Plans,

drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the County;

G. use his best efforts to sell, in the manner, at times, to the extent, and at the price or prices directed or authorized by the County, any property of the types referred to in F above; provided, however, that the Contractor shall not be required to extend credit to any purchaser and may acquire any property under the conditions prescribed by and at a price or prices approved by the County; and provided further that proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the County may direct;

H. complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

I. take action as may be necessary, or as the County may direct, for the protection and preservation of property related to this Contract which is in the possession of the Contractor and in which the County has or may acquire an interest.

8.11.3 After receipt of a Notice of Termination, the Contractor shall submit to the County his termination claim, in the form and with certification prescribed by the County. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the County as a result of an extension request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the County determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the County may determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to the Contractor the amount so determined.

8.11.4 Subject to the provisions of GP-8.11.3, the Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in GP-8.11.5 of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of termination of work pursuant to this section, shall be deemed to limit, restrict, otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

8.11.5 In the event of failure of the Contractor and the County to agree as provided in GP-8.11.4 upon the whole amount to be paid to the Contractor by reason of termination of work pursuant to this section, the County shall pay to the Contractor the amounts determined by the County as follows but without duplication of any amounts agreed upon in accordance with GP-8.11.4:

C. A. with respect to all Contract work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:

1. the cost of such work;

2. the cost of settling and paying claims arising out of termination of work under Subcontracts or orders as provided in GP-8.11.2.E, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractors before the effective date of the Notice of Termination of Work under this Contract, which amount shall be included in the cost on account of which payment is made under 1 above; and

3. a sum, as profit on 1 above, determined by the County, to be fair and reasonable; provided, however, that if it appears the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this section, and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss; and

D. B. the reasonable cost of preservation and protection of property incurred pursuant to GP-8.11.2.I; and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to determination of the amount due to the Contractor as the result of termination of work under this Contract.

E. The total sum paid to the Contractor under A above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amount payable to the Contractor under A above, the fair value, as determined by the County, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the County, or to a buyer pursuant to GP-8.11.2.G.

8.11.6 The Contractor shall have the right of appeal, under GP-5.13 from any determination made by the County under GP-8.11.3 or 8.11.5, except that if the Contractor has failed to submit his claim within the time provided in GP-8.11.3 and has failed to request extension of such time, he shall have no such right of appeal. In any case where the County has made a determination of the amount due under GP-8.11.3 or 8.11.5, the County shall pay to the Contractor the following; if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the County; of if an appeal has been taken, the amount finally determined on appeal.

8.11.7 In arriving at the amount due the Contractor under this Section there shall be deducted all non-liquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract; any claim which the County may have against the Contractor in connection with this Contract; and the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of the section and not otherwise recovered by or credited to the County.

8.11.8 If the termination hereunder be partial, before settlement of the terminated portion of this Contract, the Contractor may file with the County a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination); and such equitable adjustment as may be agreed upon shall be made in such price or prices.

8.11.9 The County may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the County,

the aggregate of such payment shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the County upon demand together with interest computed at such rate set by the County Comptroller for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the County provided, however, that no interest shall be charged with respect to any excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later as determined by the County be reasonable under the circumstances.

8.11.10 Unless otherwise provided in this Contract, or by applicable statute, the Contractor shall, from the effective date of termination until expiration of three years after final settlement under this Contract, preserve and make available to the County at all reasonable times at the office of the Contractor but without direct charge to the County all his books, records, documents and other evidence bearing on costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder or, to the extent approved by the County, photographs or other authentic reproductions thereof.

GP-8.12 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY

A Contract will be considered as successfully fulfilled when work has been completed in accordance with the terms of the Contract; when Final Acceptance as defined in GP-5.12.2 has occurred; and when all of the obligations of the Contractor and his Surety have been fulfilled.

END OF SECTION

GP-9

MEASUREMENT AND PAYMENT

GP-9

MEASUREMENT AND PAYMENT

GP-9.01 MEASUREMENT OF QUANTITIES FOR UNIT PRICE CONTRACTS

For all items of work, other than those to be paid by lump sum, after work is completed and before final payment is made therefore, the Engineer will make final measurements to determine quantities of various items of work Performed as the basis for final settlement. The Contractor, in the case of unit price items, will be paid for actual amount of work performed and for actual amount of materials in place, in accordance with the Specifications as shown by the final measurements. All work completed under the Contract will be measured by the Engineer according to standards of weights and measures recognized by the National Bureau of Standards.

All longitudinal measurements for area will be made along the actual surface and not horizontally, and no deductions will be made for individual fixtures in pavements having an area of 9 square feet or less. For all transverse measurements for area, the dimensions to be used in calculating the pay area will be neat dimensions shown on the Plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the Plans or as ordered in writing, unless otherwise provided for elsewhere in the Specifications or in the Special Provisions.

Volumes of excavation, tamped fill and borrow pits where unit prices are given in the Proposal will be calculated from the cross-section area by use of average end area formula. Volumes of other work such as masonry, removal of masonry, etc. will be calculated by using arithmetical formulae. Where the volume is bounded by varying dimensions and there is no simple volumetric formulae applicable, frequent cross-sections will be taken and the volume computed from average end area formula.

Cement will be measured by weight in hundredweight (cwt) units.

All items which are measured by the linear foot, such as pipes, culverts, guardrails, under drains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans or indicated in these Specifications.

The term "gage" when used in connection with the measurement of uncoated steel sheet and light plates shall mean the U.S. Standard Gage, except that when reference is made to the measurements of galvanized or aluminum sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing, the term "gage" shall mean that specified in AASHTO M 36, M 167, M 196 or M 197.

When the term gage refers to measurement of wire, it shall mean the wire gage specified in AASHTO M 32.

The term ton shall mean the short ton consisting of 2,000 pounds avoirdupois. All materials specified for measurement by the ton shall be weighed on accurate, approved scales. If material is shipped by rail, the car weight may be accepted provided the actual weight of material only will be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

All materials for which measurements are obtained by the cubic yard, loose measurements or measured in the vehicle shall be hauled in approved vehicles and measured therein at point of delivery. No allowance will be made for settlement of material in transit. Approved vehicles for this purpose shall be any size or type acceptable to the Engineer, provided the body is of such shape that the actual contents may be readily and accurately determined. Unless all approved vehicles are of uniform capacity, each approved vehicle must bear a plainly legible identification mark indicating the specific approved capacity. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the laboratory and shall be agreed to by the Contractor before such method of measurement of pay quantities will be approved by the Engineer.

Bituminous material will be measured by volume in the railroad tank car, tank truck, drum or distributor tank of bituminous material delivered for the project. The measurements will be taken when the bituminous material is of a uniform temperature and free from air bubbles, and the temperature of the material will be recorded.

The volumetric measurement of bituminous material for these Specifications will be based upon temperature of 60 Degrees Fahrenheit.

Reference is made to ASTM D 1250, Petroleum Measurement Tables, and ASTM D 633, Volume Correction Table for Tars.

Only the quantity of bituminous material actually placed in the work and accepted will be considered in determining the amount due the Contractor.

Timber will be measured by the thousand board feet measure (Mbm) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term lump sum when used as an item of payment will mean complete payment for the unit of work described.

When completed structure or structural unit (in effect, lump sum work) is specified as the unit measurement, the unit will be construed to include all necessary work, in place, as specified and shown on the drawings.

Rental of equipment will be measured as detailed in GP-9.04.1.C.

GP-9.02 SCOPE OF PAYMENT FOR UNIT PRICE CONTRACTS

It is intended that all work shown on the Plans and included in the Specifications is to be paid for under the items listed in the Bid Form of the Proposal. The absence from the Proposal of bid items specifically described in these Specifications or shown on the Plans shall be interpreted as meaning that the cost of such work contemplated by the Contract Documents shall be included in the prices bid for related items for which quantities have been established.

Unless otherwise specified and listed in the Proposal, the Contractor shall, at his own expense and without cost to the County, be required to furnish and use material, equipment and labor as is necessary and as specified for the proper controlled maintenance of traffic.

Payments to the Contractor will be made at the contract unit prices given in the Proposal, for the actual quantities of Contract items performed in accordance with the Plans and Specifications and if, upon completion of construction, these actual quantities show either an increase or decrease from quantities given in the Proposal, the contract unit prices will still prevail, except as provided in GP-4.07 and GP-9.04 or change orders.

Except as herein provided, the Contractor shall accept the compensation, as herein provided: (1) in full payment for furnishing all material, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; (2) for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during prosecution of the work and until its final acceptance by the Engineer; (3) for all risks of every description connected with prosecution of the work; and (4) for all expenses incurred in consequence of the suspension of the work as herein authorized.

In cases where the "Basis of Payment" clauses in the Specifications relating to any unit price in the bid schedule requires that said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material shall not be measured or paid for under any other pay item which may appear elsewhere in the Specifications.

The payment of any partial estimate or of any retained percentage, except by and under the approved final estimate and voucher, in no way affects the obligation of the Contractor to repair or renew any defective parts of the construction, or to be responsible for all damages due to such defects.

GP-9.03 CONTINGENT ITEMS

In order to provide for certain contingencies during construction, some contracts will include contingent items for use as work proceeds. These items are only applicable to work when included in the Proposal with prices established before, or at the time of, bidding. Items of work for which a fixed price has been established by the County prior to bidding are described in the technical portion of these Specifications. Contingent items to be bid by the Contractor shall be as specified in the Special Provisions. In absence of this, they will be cared for as described elsewhere in the Specifications for "Extra Work" or as regular bid items.

GP-9.04 FORCE ACCOUNT WORK

When the Contractor is required to perform work as a result of additions or changes to the Contract for which there are no applicable unit prices in the Contract, the County and Contractor shall make every effort to arrive at an agreed upon price for performance of such work.

9.04.1 If an agreement cannot be reached, the County may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

A. Labor

For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual wage for each and every hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to 40% of the sum thereof. No additional allowance will be considered for Bond, Insurance, Taxes or other fringe benefits. Superintendent's time will not be allowed. Labor will be paid as required by prevailing wage law, when applicable.

B. Material

For material accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work including transportation charges paid by him exclusive of machinery rentals, to which cost shall be added an amount equal to 15%, plus the prevailing Maryland State Sales Tax.

C. Equipment

For any trucks, machinery or special equipment (other than small tools and small trucks incidental to the work) the use of which has been authorized by the Engineer and which may be rented from a bonafide rental firm that is an independent legal entity, the Contractor shall receive the invoiced cost of rental not to exceed the current "Rental Rate Blue Book" rates adjusted for that portion of the State of Maryland that includes Anne Arundel County. These rates shall be applied for the actual time that such items are in operation on the work. Use tax is to be reimbursed at cost. Unless there is a prior agreement, the invoiced cost shall be taken to include operating costs. The cost of the operator shall be included in the Contractor's direct labor cost.

For any trucks, machinery or special equipment (other than small tools and small trucks incidental to the work), owned and operated by the Contractor, the use of which has been authorized by the Engineer, the Contractor shall receive rates not to exceed the current "Rental Rate Blue Book" rates adjusted for that portion of the State of Maryland that includes Anne Arundel County. These rates shall be applied for the actual time such items are in operation on the work. Authorized idle time for that equipment which is necessary only for the time and material work and is not used elsewhere on the project will be paid for at fifty percent (50%) of the agreed rates. The estimated operating cost/hour for equipment shall be added to the agreed rates only for periods of operations. Operators shall be separately included in the Contractor's direct labor costs.

If a piece of equipment is not listed in the "Rental Rate Blue Book", the rate will be the prevailing rate being paid in the area where the force account work is being performed.

When equipment is used in excess of 8 hours per day or 40 hours per week, the excess time will be considered overtime. Rental rates for overtime will be the sum of: (1) 50% of the basic rate; (2) 50% of any attachments; and (3) hourly operating cost.

For purpose of definition, equipment with a new cost of five hundred dollars (\$500) or less will be considered small tools.

D. Subcontractors

When an item of work is performed on a force account basis by a Subcontractor, qualified according to the provisions of GP-8.01 of the Specifications, an amount equal to 8% of the total cost (computed as shown in GP-9.04.1.A, B and C shall be added to the final payment for such force account work).

The amount of compensation thus realized by the additional 8% of the cost of the work performed shall be considered as full compensation to the Contractor for administration of the work performed by the Subcontractor under the force account basis.

No additional compensation will be allowed unless the Contract embraces work requiring utilization of particular trades of specialty Subcontractors to do the work. The assignment of work from one Contractor to another to equalize workloads does not qualify the Contractor to which work has been assigned as a Subcontractor.

E. Superintendence

No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

F. Compensation

The compensation as set forth above shall be received by the Contractor as payment in full for Change Order work done on a force account basis. At the end of each day the contractor's representative and the Engineer shall compare records of the cost of work as ordered on a force account basis.

G. Statements

No payment will be made for work performed on a force account basis until the Contractor furnishes the Engineer duplicate itemized statements of the cost of such force account work detailed as to the following:

1. name, classification, date, daily hours, total hours, rate and extension for such laborer and foreman;
2. designation, dates, daily hours, rental rate and extension for each unit of machinery and equipment;
3. quantities of materials, prices and extensions;
4. transportation of materials;
5. requests for payment for items under paragraphs 3 and 4 shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, materials used in force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the request for payment shall contain or be accompanied by an affidavit of the Contractor which shall certify that: such materials were taken from his stock; the quantity claimed was actually used; and the price and transportation of the material as claimed represent actual cost.

For materials and supplies expended in performance of, but not incorporated in, the work (excluding those required for rented equipment) and approved by the Engineer, the Contractor shall receive the actual cost of such materials and supplies used. The Contractor shall receive a reasonable allowance for materials used but not expended in performance of the work.

GP-9.05 ELIMINATED ITEMS

Should any Contract items contained in the Proposal be found unnecessary for proper completion of the work contracted, the Engineer may, upon written order to the Contractor, eliminate such Contract items from the Contract under the terms and conditions described under GP-4.07. Such action will in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor except as stipulated in GP-4.07 and/or for such work as may have been done, materials actually delivered and bonafide equipment costs before notification of elimination of the items.

GP-9.06 PARTIAL PAYMENTS**9.06.1 Monthly Estimates**

The Contractor shall submit in writing in the format designated in Notice to Proceed, a monthly estimate, such as he shall believe to be just and fair, of the amount of work done under each item of the Contract during the preceding month, with the exception of the month following that during which the work under the Contract is completed. The estimate shall not be required to be made by strict measurements but may be approximate only, and shall be subject to correction in later estimates. Monthly estimates may, at the discretion of the County, contain an allowance for materials delivered upon the site but not incorporated in the work, and the Contractor may be entitled to receive payment therefore. The estimate shall be submitted to the Office of the County Controller, who shall forward it to the Engineer for verification and approval. The estimate submission date shall be established on a monthly basis from the date of Notice to Proceed. A Standard Format for billing will be supplied to the Contractor at the time that the Notice to Proceed is issued.

Each month the County will pay to the Contractor the Contract value of work satisfactorily performed during the preceding calendar month, less 10% subject to qualifications below; provided however, that the County may retain out of such payment any or all sums which, by the terms of the Contract, or of any law of the State of Maryland, in force at the date of the signing of the Contract, it is authorized to retain.

After 50% of the total Contract value has been completed, in place, and 10% has been retained on this amount, the County may make the remaining partial payments in full, provided the Contractor is maintaining a rate of progress that is within 10% of his schedule. In the event the Contractor falls behind his schedule more than 10%, the normal 10% retainage will be withheld for each month that he is behind schedule by 10% or more. At such time as the Contractor's progress returns to within 10% of his schedule, the Department may make the remaining partial payments in full; however, retainage previously withheld will not be released on subsequent monthly payments.

Upon the Conditional Acceptance of the work, the withheld amount shall never decrease below 5% until a Maintenance Bond is substituted in lieu of the retainage.

Conditional Acceptance occurs on the date certified by the Engineer that construction, including all "punch-list" items, is sufficiently complete, in accordance with the Contract documents, so that the County can occupy or utilize the work for which it is intended.

9.06.2 Conditional Acceptance Payment

A. Upon completion of work and conditional acceptance by the County of the project, the County at the Contractor's request and with consent of Surety, will pay the Contractor, within 30 calendar days of said request, what is hereby designated as a Conditional Acceptance Payment. Such a Conditional Acceptance Payment will be based upon quantities the Engineer has verified and set up as final quantities. To arrive at the amount of Conditional Acceptance Payment, there shall be deducted from the estimated value of the Contract: the total of all amounts previously paid to the Contractor as current estimates; sums deemed chargeable against the Contractor including liquidated damages; and a retainage as determined under GP-9.06.1.

B. In cases where there has been substantial completion of the project or useable portions of the work and there are remaining only inconsequential or minor work items such as seeding, mulching, or planting to be completed and such items cannot be completed for an extended period of time because of seasonal or weather conditions, there may be an inspection of the completed portion for Conditional Acceptance. Upon the conditional acceptance, the County, within 30 days

from such conditional acceptance, upon request of the Contractor and with consent of Surety, shall pay to the Contractor, the Conditional Acceptance Payment for that part completed. Such a partial Semi-Final Payment will be based upon quantities the Engineer has verified and set up as proposed final quantities for those items deducted from the apparent estimated value of the Contract: the total of all amounts previously paid to the Contractor as current estimates; sums deemed chargeable against the Contractor including liquidated damages; and a retainage based upon total value of the Contract sum remaining as determined by GP-9.06.1.

9.06.3 Evidence of Payment

The Contractor shall furnish the County with satisfactory evidence, before or within 10 days after the conditional acceptance of the work under the Contract, that all persons, partnership and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, and who have given written notice to the County of claims against the Contractor on account thereof, have been fully paid or secured and all reporting and wage certifications have been provided for local hiring and prevailing wage, as applicable.

In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the County to pay such claims may be retained by the County out of any money due the Contractor under the Contract until such claims shall have been fully discharged or such notice withdrawn. The County may also, with the written consent of the Contractor, use any money retained, due or to become due under the Contract for the purpose of paying for both labor and material for the work for which claims have been filed with the County.

9.06.4 Maintenance Bond

A Maintenance Bond may be furnished by the Contractor, if approved by the Engineer, in accordance with GP-5.12.3, in lieu of the retainage.

GP-9.07 FINAL PAYMENT

9.07.1 The Engineer will notify the Contractor that he is eligible for Final Payment after the expiration date of the Contract guarantee period or upon receipt and approval of the Contractor Maintenance bond. The notification will include a statement setting forth (a) additional work performed under approved Extra Work and/or Additional Work Authorizations, (b) authorized extensions of time, (c) number of working days the Engineer proposed to consider as having been used to complete the Contract, (d) a tabulation of proposed final quantities, and (e) any deductions, charges or liquidated damages the Engineer proposed to make and/or impose. The County reserves the right to withhold final payment until certification is made for prevailing wage or local hiring compliance for applicable capital improvement contracts.

Payment for full apparent value of the Contract thus determined shall become due and payable to the Contractor within 90 days after acceptance of the project by the Engineer and assumption of responsibility for maintenance by the County, as herein provided. No payment shall be made on any monies which are withheld by the County pursuant to a good faith determination communicated to the Contractor in writing that such retention under the Contract, including but not limited to assessment of liquidated damages, credits for substituted materials, and denials of claims for compensation for extra work, is reasonable and necessary.

9.07.2 The Contractor shall then have a period of 14 working days, dating from the date upon which he received the data at the office of record for the Contract noted in GP-9.07.1 above, in which (a) to decide whether or not he will accept Final Payment upon such a basis, and (b) to

notify the Engineer, in writing, of his decision. The Contractor may request an additional period up to 14 days in which to notify the Engineer of his decision. In the event the Contractor notifies the Engineer that he protests Final Payment on such a basis, that notification shall outline the reason(s) for said protest.

9.07.3 Upon receipt of a notification of acceptance, the Contractor shall prepare the Final Request for Payment and submit it to the County Comptroller. Payment by the County of the request shall be deemed to constitute Acceptance of Final Payment.

9.07.4 If, under the provisions of GP-9.07.2, the Contractor notifies the Engineer of his protest and non-acceptance of the data submitted to him, the County shall, with consent of Surety, pay the Contractor an amount based upon the data noted in GP-9.07.1, with deductions for all prior payments and a retainage in the amount of \$1,000.00. The acceptance of such Additional Semi-Final Estimate shall not be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for Acceptance and Final Payment. This additional Semi-Final Estimate shall not be paid until the Contractor complies with GP-9.07.2.

9.07.2 In the event the Contractor does not accept the data submitted to him as described in GP-9.07.1, the Engineer and Contractor shall confer, at mutually convenient times, and endeavor to reconcile all points of disagreement expeditiously. If reconciliation is accomplished, the Engineer and the County will promptly proceed with Acceptance and Final Payment on the reconciled basis.

If reconciliation is not accomplished within 30 days, the dispute will be referred to the Chief Engineer and processed by procedures set forth in GP-5.12. If such procedures produce a complete reconciliation of all points in question, then the Chief Engineer and County will proceed with Acceptance and Final Payment on this reconciled basis. If such procedures do not produce complete reconciliation, then the Chief Engineer shall submit to the County Comptroller the Final Estimate and Final Payment forms as recommended by him for payment.

9.07.3 All prior partial estimates and payments shall be subject to correction at the time of acceptance and Final Payment; and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payment Forms, and the Contractor hereby agrees that he will reimburse the County for such overpayment together with interest computed at such rate as set by the County Comptroller for the period from the date of notification by the County of the overpayment to the date such overpayment is reimbursed to the County, and his Surety will not be granted release from obligations under the terms of the Contract until reimbursement and interest payment has been made in full.

GP-9.08 PAYMENT WITHHELD

The Engineer may decline to verify and approve payment or he may nullify the whole or any part of any verification and approval previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- A. defective work not remedied,
- B. failure of the Contractor to make payments properly to subcontractors or employees for labor, materials, or equipment,
- C. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum,
- D. damage to the Owner or another Contractor,

- E. reasonable evidence that the work will not be completed within the Contract Time.
- F. such other cause in the best interest of the County and the sole discretion of the Engineer.

When the above grounds are removed, payment shall be made for the amounts withheld because of them.

END OF SECTION

GP-9

MEASUREMENT AND PAYMENT

GP-9.01 MEASUREMENT OF QUANTITIES FOR UNIT PRICE CONTRACTS

For all items of work, other than those to be paid by lump sum, after work is completed and before final payment is made therefore, the Engineer will make final measurements to determine quantities of various items of work Performed as the basis for final settlement. The Contractor, in the case of unit price items, will be paid for actual amount of work performed and for actual amount of materials in place, in accordance with the Specifications as shown by the final measurements. All work completed under the Contract will be measured by the Engineer according to standards of weights and measures recognized by the National Bureau of Standards.

All longitudinal measurements for area will be made along the actual surface and not horizontally, and no deductions will be made for individual fixtures in pavements having an area of 9 square feet or less. For all transverse measurements for area, the dimensions to be used in calculating the pay area will be neat dimensions shown on the Plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the Plans or as ordered in writing, unless otherwise provided for elsewhere in the Specifications or in the Special Provisions.

Volumes of excavation, tamped fill and borrow pits where unit prices are given in the Proposal will be calculated from the cross-section area by use of average end area formula. Volumes of other work such as masonry, removal of masonry, etc. will be calculated by using arithmetical formulae. Where the volume is bounded by varying dimensions and there is no simple volumetric formulae applicable, frequent cross-sections will be taken and the volume computed from average end area formula.

Cement will be measured by weight in hundredweight (cwt) units.

All items which are measured by the linear foot, such as pipes, culverts, guardrails, under drains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans or indicated in these Specifications.

The term "gage" when used in connection with the measurement of uncoated steel sheet and light plates shall mean the U.S. Standard Gage, except that when reference is made to the measurements of galvanized or aluminum sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing, the term "gage" shall mean that specified in AASHTO M 36, M 167, M 196 or M 197.

When the term gage refers to measurement of wire, it shall mean the wire gage specified in AASHTO M 32.

The term ton shall mean the short ton consisting of 2,000 pounds avoirdupois. All materials specified for measurement by the ton shall be weighed on accurate, approved scales. If material is shipped by rail, the car weight may be accepted provided the actual weight of material only will be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

All materials for which measurements are obtained by the cubic yard, loose measurements or measured in the vehicle shall be hauled in approved vehicles and measured therein at point of delivery. No allowance will be made for settlement of material in transit. Approved vehicles for this purpose shall be any size or type acceptable to the Engineer, provided the body is of such shape that the actual contents may be readily and accurately determined. Unless all approved vehicles are of uniform capacity, each approved vehicle must bear a plainly legible identification mark indicating the specific approved capacity. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the laboratory and shall be agreed to by the Contractor before such method of measurement of pay quantities will be approved by the Engineer.

Bituminous material will be measured by volume in the railroad tank car, tank truck, drum or distributor tank of bituminous material delivered for the project. The measurements will be taken when the bituminous material is of a uniform temperature and free from air bubbles, and the temperature of the material will be recorded.

The volumetric measurement of bituminous material for these Specifications will be based upon temperature of 60 Degrees Fahrenheit.

Reference is made to ASTM D 1250, Petroleum Measurement Tables, and ASTM D 633, Volume Correction Table for Tars.

Only the quantity of bituminous material actually placed in the work and accepted will be considered in determining the amount due the Contractor.

Timber will be measured by the thousand board feet measure (Mbm) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term lump sum when used as an item of payment will mean complete payment for the unit of work described.

When completed structure or structural unit (in effect, lump sum work) is specified as the unit measurement, the unit will be construed to include all necessary work, in place, as specified and shown on the drawings.

Rental of equipment will be measured as detailed in GP-9.04.1.C.

GP-9.02 SCOPE OF PAYMENT FOR UNIT PRICE CONTRACTS

It is intended that all work shown on the Plans and included in the Specifications is to be paid for under the items listed in the Bid Form of the Proposal. The absence from the Proposal of bid items specifically described in these Specifications or shown on the Plans shall be interpreted as meaning that the cost of such work contemplated by the Contract Documents shall be included in the prices bid for related items for which quantities have been established.

Unless otherwise specified and listed in the Proposal, the Contractor shall, at his own expense and without cost to the County, be required to furnish and use material, equipment and labor as is necessary and as specified for the proper controlled maintenance of traffic.

Payments to the Contractor will be made at the contract unit prices given in the Proposal, for the actual quantities of Contract items performed in accordance with the Plans and Specifications and if, upon completion of construction, these actual quantities show either an increase or decrease from quantities given in the Proposal, the contract unit prices will still prevail, except as provided in GP-4.07 and GP-9.04 or change orders.

Except as herein provided, the Contractor shall accept the compensation, as herein provided: (1) in full payment for furnishing all material, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; (2) for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during prosecution of the work and until its final acceptance by the Engineer; (3) for all risks of every description connected with prosecution of the work; and (4) for all expenses incurred in consequence of the suspension of the work as herein authorized.

In cases where the "Basis of Payment" clauses in the Specifications relating to any unit price in the bid schedule requires that said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material shall not be measured or paid for under any other pay item which may appear elsewhere in the Specifications.

The payment of any partial estimate or of any retained percentage, except by and under the approved final estimate and voucher, in no way affects the obligation of the Contractor to repair or renew any defective parts of the construction, or to be responsible for all damages due to such defects.

GP-9.03 CONTINGENT ITEMS

In order to provide for certain contingencies during construction, some contracts will include contingent items for use as work proceeds. These items are only applicable to work when included in the Proposal with prices established before, or at the time of, bidding. Items of work for which a fixed price has been established by the County prior to bidding are described in the technical portion of these Specifications. Contingent items to be bid by the Contractor shall be as specified in the Special Provisions. In absence of this, they will be cared for as described elsewhere in the Specifications for "Extra Work" or as regular bid items.

GP-9.04 FORCE ACCOUNT WORK

When the Contractor is required to perform work as a result of additions or changes to the Contract for which there are no applicable unit prices in the Contract, the County and Contractor shall make every effort to arrive at an agreed upon price for performance of such work.

9.04.1 If an agreement cannot be reached, the County may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

A. Labor

For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual wage for each and every hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to 40% of the sum thereof. No additional allowance will be considered for Bond, Insurance, Taxes or other fringe benefits. Superintendent's time will not be allowed. **Labor will be paid as required by prevailing wage law, when applicable.**

B. Material

For material accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work including transportation charges paid by him exclusive of machinery rentals, to which cost shall be added an amount equal to 15%, plus the prevailing Maryland State Sales Tax.

C. Equipment

For any trucks, machinery or special equipment (other than small tools and small trucks incidental to the work) the use of which has been authorized by the Engineer and which may be rented from a bonafide rental firm that is an independent legal entity, the Contractor shall receive the invoiced cost of rental not to exceed the current "Rental Rate Blue Book" rates adjusted for that portion of the State of Maryland that includes Anne Arundel County. These rates shall be applied for the actual time that such items are in operation on the work. Use tax is to be reimbursed at cost. Unless there is a prior agreement, the invoiced cost shall be taken to include operating costs. The cost of the operator shall be included in the Contractor's direct labor cost.

For any trucks, machinery or special equipment (other than small tools and small trucks incidental to the work), owned and operated by the Contractor, the use of which has been authorized by the Engineer, the Contractor shall receive rates not to exceed the current "Rental Rate Blue Book" rates adjusted for that portion of the State of Maryland that includes Anne Arundel County. These rates shall be applied for the actual time such items are in operation on the work. Authorized idle time for that equipment which is necessary only for the time and material work and is not used elsewhere on the project will be paid for at fifty percent (50%) of the agreed rates. The estimated operating cost/hour for equipment shall be added to the agreed rates only for periods of operations. Operators shall be separately included in the Contractor's direct labor costs.

If a piece of equipment is not listed in the "Rental Rate Blue Book", the rate will be the prevailing rate being paid in the area where the force account work is being performed.

When equipment is used in excess of 8 hours per day or 40 hours per week, the excess time will be considered overtime. Rental rates for overtime will be the sum of: (1) 50% of the basic rate; (2) 50% of any attachments; and (3) hourly operating cost.

For purpose of definition, equipment with a new cost of five hundred dollars (\$500) or less will be considered small tools.

D. Subcontractors

When an item of work is performed on a force account basis by a Subcontractor, qualified according to the provisions of GP-8.01 of the Specifications, an amount equal to 8% of the total cost (computed as shown in GP-9.04.1.A, B and C shall be added to the final payment for such force account work).

The amount of compensation thus realized by the additional 8% of the cost of the work performed shall be considered as full compensation to the Contractor for administration of the work performed by the Subcontractor under the force account basis.

No additional compensation will be allowed unless the Contract embraces work requiring utilization of particular trades of specialty Subcontractors to do the work. The assignment of work from one Contractor to another to equalize workloads does not qualify the Contractor to which work has been assigned as a Subcontractor.

E. Superintendence

No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

F. Compensation

The compensation as set forth above shall be received by the Contractor as payment in full for Change Order work done on a force account basis. At the end of each day the contractor's representative and the Engineer shall compare records of the cost of work as ordered on a force account basis.

G. Statements

No payment will be made for work performed on a force account basis until the Contractor furnishes the Engineer duplicate itemized statements of the cost of such force account work detailed as to the following:

1. name, classification, date, daily hours, total hours, rate and extension for such laborer and foreman;
2. designation, dates, daily hours, rental rate and extension for each unit of machinery and equipment;
3. quantities of materials, prices and extensions;
4. transportation of materials;
5. requests for payment for items under paragraphs 3 and 4 shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, materials used in force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the request for payment shall contain or be accompanied by an affidavit of the Contractor which shall certify that: such materials were taken from his stock; the quantity claimed was actually used; and the price and transportation of the material as claimed represent actual cost.

For materials and supplies expended in performance of, but not incorporated in, the work (excluding those required for rented equipment) and approved by the Engineer, the Contractor shall receive the actual cost of such materials and supplies used. The Contractor shall receive a reasonable allowance for materials used but not expended in performance of the work.

GP-9.05 ELIMINATED ITEMS

Should any Contract items contained in the Proposal be found unnecessary for proper completion of the work contracted, the Engineer may, upon written order to the Contractor, eliminate such Contract items from the Contract under the terms and conditions described under GP-4.07. Such action will in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor except as stipulated in GP-4.07 and/or for such work as may have been done, materials actually delivered and bonafide equipment costs before notification of elimination of the items.

GP-9.06 PARTIAL PAYMENTS**9.06.1 Monthly Estimates**

The Contractor shall submit in writing in the format designated in Notice to Proceed, a monthly estimate, such as he shall believe to be just and fair, of the amount of work done under each item of the Contract during the preceding month, with the exception of the month following that during which the work under the Contract is completed. The estimate shall not be required to be made by strict measurements but may be approximate only, and shall be subject to correction in later estimates. Monthly estimates may, at the discretion of the County, contain an allowance for materials delivered upon the site but not incorporated in the work, and the Contractor may be entitled to receive payment therefore. The estimate shall be submitted to the Office of the County Controller, who shall forward it to the Engineer for verification and approval. The estimate submission date shall be established on a monthly basis from the date of Notice to Proceed. A Standard Format for billing will be supplied to the Contractor at the time that the Notice to Proceed is issued.

Each month the County will pay to the Contractor the Contract value of work satisfactorily performed during the preceding calendar month, less 10% subject to qualifications below; provided however, that the County may retain out of such payment any or all sums which, by the terms of the Contract, or of any law of the State of Maryland, in force at the date of the signing of the Contract, it is authorized to retain.

After 50% of the total Contract value has been completed, in place, and 10% has been retained on this amount, the County may make the remaining partial payments in full, provided the Contractor is maintaining a rate of progress that is within 10% of his schedule. In the event the Contractor falls behind his schedule more than 10%, the normal 10% retainage will be withheld for each month that he is behind schedule by 10% or more. At such time as the Contractor's progress returns to within 10% of his schedule, the Department may make the remaining partial payments in full; however, retainage previously withheld will not be released on subsequent monthly payments.

Upon the Conditional Acceptance of the work, the withheld amount shall never decrease below 5% until a Maintenance Bond is substituted in lieu of the retainage.

Conditional Acceptance occurs on the date certified by the Engineer that construction, including all "punch-list" items, is sufficiently complete, in accordance with the Contract documents, so that the County can occupy or utilize the work for which it is intended.

9.06.2 Conditional Acceptance Payment

A. Upon completion of work and conditional acceptance by the County of the project, the County at the Contractor's request and with consent of Surety, will pay the Contractor, within 30 calendar days of said request, what is hereby designated as a Conditional Acceptance Payment. Such a Conditional Acceptance Payment will be based upon quantities the Engineer has verified and set up as final quantities. To arrive at the amount of Conditional Acceptance Payment, there shall be deducted from the estimated value of the Contract: the total of all amounts previously paid to the Contractor as current estimates; sums deemed chargeable against the Contractor including liquidated damages; and a retainage as determined under GP-9.06.1.

B. In cases where there has been substantial completion of the project or useable portions of the work and there are remaining only inconsequential or minor work items such as seeding, mulching, or planting to be completed and such items cannot be completed for an extended period of time because of seasonal or weather conditions, there may be an inspection of the completed portion for Conditional Acceptance. Upon the conditional acceptance, the County, within 30 days

from such conditional acceptance, upon request of the Contractor and with consent of Surety, shall pay to the Contractor, the Conditional Acceptance Payment for that part completed. Such a partial Semi-Final Payment will be based upon quantities the Engineer has verified and set up as proposed final quantities for those items deducted from the apparent estimated value of the Contract: the total of all amounts previously paid to the Contractor as current estimates; sums deemed chargeable against the Contractor including liquidated damages; and a retainage based upon total value of the Contract sum remaining as determined by GP-9.06.1.

9.06.3 Evidence of Payment

The Contractor shall furnish the County with satisfactory evidence, before or within 10 days after the conditional acceptance of the work under the Contract, that all persons, partnership and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, and who have given written notice to the County of claims against the Contractor on account thereof, have been fully paid or secured **and all reporting and wage certifications have been provided for local hiring and prevailing wage, as applicable.**

In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the County to pay such claims may be retained by the County out of any money due the Contractor under the Contract until such claims shall have been fully discharged or such notice withdrawn. The County may also, with the written consent of the Contractor, use any money retained, due or to become due under the Contract for the purpose of paying for both labor and material for the work for which claims have been filed with the County.

9.06.4 Maintenance Bond

A Maintenance Bond may be furnished by the Contractor, if approved by the Engineer, in accordance with GP-5.12.3, in lieu of the retainage.

GP-9.07 FINAL PAYMENT

9.07.1 The Engineer will notify the Contractor that he is eligible for Final Payment after the expiration date of the Contract guarantee period or upon receipt and approval of the Contractor Maintenance bond. The notification will include a statement setting forth (a) additional work performed under approved Extra Work and/or Additional Work Authorizations, (b) authorized extensions of time, (c) number of working days the Engineer proposed to consider as having been used to complete the Contract, (d) a tabulation of proposed final quantities, and (e) any deductions, charges or liquidated damages the Engineer proposed to make and/or impose. **The County reserves the right to withhold final payment until certification is made for prevailing wage or local hiring compliance for applicable capital improvement contracts.**

Payment for full apparent value of the Contract thus determined shall become due and payable to the Contractor within 90 days after acceptance of the project by the Engineer and assumption of responsibility for maintenance by the County, as herein provided. No payment shall be made on any monies which are withheld by the County pursuant to a good faith determination communicated to the Contractor in writing that such retention under the Contract, including but not limited to assessment of liquidated damages, credits for substituted materials, and denials of claims for compensation for extra work, is reasonable and necessary.

9.07.2 The Contractor shall then have a period of 14 working days, dating from the date upon which he received the data at the office of record for the Contract noted in GP-9.07.1 above, in which (a) to decide whether or not he will accept Final Payment upon such a basis, and (b) to

notify the Engineer, in writing, of his decision. The Contractor may request an additional period up to 14 days in which to notify the Engineer of his decision. In the event the Contractor notifies the Engineer that he protests Final Payment on such a basis, that notification shall outline the reason(s) for said protest.

9.07.3 Upon receipt of a notification of acceptance, the Contractor shall prepare the Final Request for Payment and submit it to the County Comptroller. Payment by the County of the request shall be deemed to constitute Acceptance of Final Payment.

9.07.4 If, under the provisions of GP-9.07.2, the Contractor notifies the Engineer of his protest and non-acceptance of the data submitted to him, the County shall, with consent of Surety, pay the Contractor an amount based upon the data noted in GP-9.07.1, with deductions for all prior payments and a retainage in the amount of \$1,000.00. The acceptance of such Additional Semi-Final Estimate shall not be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for Acceptance and Final Payment. This additional Semi-Final Estimate shall not be paid until the Contractor complies with GP-9.07.2.

9.07.2 In the event the Contractor does not accept the data submitted to him as described in GP-9.07.1, the Engineer and Contractor shall confer, at mutually convenient times, and endeavor to reconcile all points of disagreement expeditiously. If reconciliation is accomplished, the Engineer and the County will promptly proceed with Acceptance and Final Payment on the reconciled basis.

If reconciliation is not accomplished within 30 days, the dispute will be referred to the Chief Engineer and processed by procedures set forth in GP-5.12. If such procedures produce a complete reconciliation of all points in question, then the Chief Engineer and County will proceed with Acceptance and Final Payment on this reconciled basis. If such procedures do not produce complete reconciliation, then the Chief Engineer shall submit to the County Comptroller the Final Estimate and Final Payment forms as recommended by him for payment.

9.07.3 All prior partial estimates and payments shall be subject to correction at the time of acceptance and Final Payment; and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payment Forms, and the Contractor hereby agrees that he will reimburse the County for such overpayment together with interest computed at such rate as set by the County Comptroller for the period from the date of notification by the County of the overpayment to the date such overpayment is reimbursed to the County, and his Surety will not be granted release from obligations under the terms of the Contract until reimbursement and interest payment has been made in full.

GP-9.08 PAYMENT WITHHELD

The Engineer may decline to verify and approve payment or he may nullify the whole or any part of any verification and approval previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- A. defective work not remedied,
- B. failure of the Contractor to make payments properly to subcontractors or employees for labor, materials, or equipment,
- C. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum,
- D. damage to the Owner or another Contractor,

- E. reasonable evidence that the work will not be completed within the Contract Time.
- F. such other cause in the best interest of the County and the sole discretion of the Engineer.

When the above grounds are removed, payment shall be made for the amounts withheld because of them.

END OF SECTION