

**GP-5**

**CONTROL OF WORK**

**GP-5****CONTROL OF WORK****GP-5.01 AUTHORITY OF THE ENGINEER**

- 5.01.1 The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of said Work; all questions which may arise as to the interpretation of any or all Plans and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- 5.01.2 The Engineer shall determine the amount and quantity of Work performed and materials, which are to be paid for under the Contract.
- 5.01.3 The Engineer shall have the authority to suspend the Work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- 5.01.4 Engineer shall have the authority to suspend the Work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any other condition or reason deemed to be in the public interest.

**GP-5.02 COMMUNICATIONS WITH THE CONTRACTOR**

The mailing, in a United States post office box, of any written communication or order, addressed to the Contractor at his 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.

**GP-5.03 WORKING DRAWINGS**

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

All working drawings shall be prepared in accordance with current County Standards.

**GP-5.04 SHOP DRAWINGS****5.04.1 General**

The Contractor shall submit to the Engineer the specified number of copies of shop drawings for approval. At the time of submission the Contractor shall call to the Engineer's attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications. All shop drawings shall be submitted with an Index and a cover letter for approval within the time frame specified.

**5.04.2 Submittals**

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

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

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

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

Substitution of equipment or materials other than those specified will be considered, providing, in the opinion of the Engineer, such equipment or material is equal to, or better than that specified. The decision of the Engineer with respect to approval or disapproval of any material or equipment proposed to be substituted as an "or equal" is final. The Contractor shall have no claim of any sort by reason of such decision.

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

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

**5.04.3 Approval**

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

- A. Accepted as Specified
- B. Accepted as Equal to Specified

- C. Accepted as Noted
- D. Revise and Resubmit
- E. Rejected
- F. Informational Purposes Only

The Engineer's comments will be returned to the Contractor within 15 working days of submittal. For purposes of establishing the comment period, the review time begins on receipt by the Engineer of the complete shop drawing submittal including the cover letter transmitting the "shop drawing" information. The Engineer's comments will include specific details as to why or where the shop drawings do not comply with the Contract drawings or specifications. The Engineer may review only such data and details as are transmitted to him by the Contractor. The Contractor shall coordinate between all suppliers and Subcontractors.

The specified number of copies of the accepted shop drawings will be returned by the Engineer.

#### 5.04.4 **Plan and Specification Conformity**

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

#### 5.04.5 **Fabrication**

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

#### 5.04.6 **Payment**

No extra measurement or payment shall be made for compliance with the requirements of this Section of the Specifications; costs shall be included in the applicable items as shown on the Proposal.

Failure to comply with this Specification and to submit the necessary shop drawings approval within 90 days of Award shall be sufficient reason to suspend progress payments.

#### 5.04.7 **As-Built Drawings**

The Contractor shall maintain one set of Plans clearly marked to show all field modifications and other changes. Upon completion of the Work, the Contractor shall furnish to the Engineer the services of a qualified person to assist in the preparation of as-built drawings for a time period not less than one week. Accordingly, the Contractor is responsible for recording and advising the Engineer promptly of any necessary field modifications to ensure accurate as-built drawings.

As-builts shall be furnished to the County by the Developer's engineer for Developer Projects.

#### 5.04.8 **Operation and Maintenance Manuals**

##### 5.04.8.1 General

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

While Work is in process, but prior to the 50 percent payment, the Contractor shall deliver three (3) copies of the O&M Manual in preliminary draft form to the Engineer for review.

Prior to completing the Work and prior to the 85 percent payment, the Contractor shall provide three (3) copies of the final draft O&M Manual to the Engineer for approval. All comments generated by the Engineer during review of the preliminary draft manual must be adequately addressed by the Contractor prior to submission of the final draft manual. The final draft O&M Manual must be received by the Engineer prior to scheduling the Conditional Acceptance inspection and issuance of Conditional Acceptance.

The final draft O&M Manual must be approved by the Engineer and the requisite number of copies submitted by the Contractor prior to the Final Acceptance inspection and issuance of Final Acceptance.

There will be no deviations from these requirements.

##### 5.04.8.2 Manual Preparation

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

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

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

All submittals shall be indexed by a reinforced divider with a typewritten tab indicating the submittal number.

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

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

1. Title page giving name and location of facility, Project number, Contract number, general Contractor (name, address, and phone number), and design engineer (name, address, and phone number) and date.
2. Tabbed index dividers with the name, address, and phone number of the equipment manufacturer, supplier, installer, and authorized representative for parts and service. In addition, all equipment nameplate data and serial numbers shall be reproduced on the front of the divider.
3. Performance curves with operating points identified where applicable.
4. Manufacturer's shop cuts and dimension drawings of each piece of equipment with assembly details of replacement parts.
5. Manufacturer's installation, operation, maintenance, and lubrication instructions for all equipment.
6. Manufacturer's trouble-shooting guides presented in the format of "decision trees."
7. Complete wiring diagrams, corrected to as-built conditions, of all individual pieces of equipment and systems including one-line diagrams, schematic diagrams, and interconnection and terminal board identification diagrams.
8. Piping and interconnecting drawings.
9. Complete parts list with parts assembly drawing, names and addresses of spare parts suppliers, and a list of recommended spare parts to be kept in stock. In addition, a complete listing of spare parts included in the original equipment purchase order and turned over to Anne Arundel County shall be included.
10. Instructions with diagrams for disassembling and re-assembling the equipment for repairs or overhaul.
11. The information necessary to complete the equipment file maintenance forms (manufacturer, model number, serial number, other name plate data) for each piece of equipment furnished under the contract.
12. Test results and certifications including infrared tests, load tests and vibration signatures.

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

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

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

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

#### 5.04.8.3 Approval

Upon written approval of the final manual by the Engineer, the Contractor shall submit five (5) copies of the completed manual to the Engineer. The Engineer will distribute the manual as directed by the County.

Final payment to the Contractor will not be made, nor will final acceptance be made until the required numbers of copies of the approved Manual are received by the Engineer for distribution manual.

### **GP-5.05 CONFORMITY WITH CONTRACT REQUIREMENTS**

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

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

In the event the Engineer finds the materials or the finished product in which the materials are used is not in strict conformity with the Contract requirements, but that acceptable Work has been produced, the Engineer shall then make a determination if the Work shall be accepted. In this event, the Engineer will document the basis of acceptance by a Change Order, which will provide for an appropriate adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.

### **GP-5.06 COOPERATION BETWEEN CONTRACTORS**

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

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

Contiguous Work shall be joined in an acceptable manner.

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

#### **GP-5.07 INSPECTORS' AUTHORITY AND DUTIES**

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

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

Where there is a disagreement between the Contractor (or his representative) and the Inspector, the Inspector will immediately direct the Chief Engineer's attention to the issue of disagreement and if the Contractor still refuses to make correction, comply or suspend Work, the Inspector will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order suspending the Work and explaining the reason for such shutdown. The Inspector shall deliver the shutdown order to the Contractor, and shall immediately leave the site of the Work. Any Work performed during the Inspector's absence will not be accepted or paid for and the County may require any such Work to be removed and disposed of at the Contractor's expense.



**GP-5.08 INSPECTION OF WORK**

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

If the Engineer requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standards required by the Contract. Should the Work thus exposed or examined prove acceptable, adjustments in the Contract time and price will be made pursuant to GP-4.08 for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the Work so exposed or examined prove unacceptable, the uncovering, or removing and replacing, shall be at the Contractor's expense.

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

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

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

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

The County shall assume all expenses incurred for inspection costs necessary to complete the Work by any railroad, or any public service utility company, or any governmental agency or any agency whose jurisdiction affects the Work in any manner unless otherwise specified. The County shall not assume expenses incurred on Developer Projects.

**GP-5.09 DEFECTIVE WORK REMOVAL**

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

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

Upon failure on the part of the Contractor to comply promptly with any order of the Engineer, made under the provisions of this Section, the Engineer shall have authority to cause defective Work to be remedied or removed and replaced and unauthorized Work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

**GP-5.10 MAINTENANCE OF WORK DURING CONSTRUCTION**

- 5.10.1 The Contractor shall maintain the Work during construction and until conditional acceptance unless otherwise specified. This maintenance shall be continuous Work accomplished when and as required, with adequate equipment and forces, to the end that all parts of the Work are kept in a presentable, workable and safe condition at all times.
- 5.10.2 Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such waters and such drainage shall be diverted or removed when necessary to prevent damage to excavation, embankments, surfacing, structures or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed.
- 5.10.3 All costs of maintenance Work during construction and before final acceptance shall be included in the price bid on the various items, and the Contractor will not be paid an additional amount for such Work, except as otherwise provided.
- 5.10.4 In the event that the Contractor's Work is ordered shutdown for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire Project as provided herein and provide such ingress and egress for local residents or tenants adjacent to the Project site, for tenants of the Project site, and for the general public as may be necessary during the period of suspended Work or until the Contract has been declared in default.
- 5.10.5 On Projects where traffic flow is maintained, the Contractor shall be responsible for repair of all traffic damages to the Work, either partially or totally completed, until such time as the Engineer conditionally accepts the Work. Responsible, as used here shall mean the responsibility for restoration and the cost thereof, unless otherwise expressly provided for in the Special Provisions.

**GP-5.11 FAILURE TO MAINTAIN ENTIRE PROJECT**

Failure on the part of the Contractor, at any time, to comply with the provisions of GP-5.09 will result in the Engineer immediately notifying the Contractor to comply with the required maintenance provisions.

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

**GP-5.12 ACCEPTANCE****5.12.1 Conditional Acceptance**

Whenever, in the course of performance of a Contract, the Contractor shall consider the Work to have been properly completed and ready to be accepted by the County, the Contractor shall make a written application for conditional acceptance for the Contract,

and payment based upon the Contractor's final estimate of the value of authorized Work done under the terms of the Contract. The Contractor shall also certify to the County the completion of the Work, the amount of his final estimate, and the total amount due to be paid the Contractor pursuant to the Contract. Prior monthly estimates are subject to correction in the Contractor's final estimate. Such application and final estimate shall be submitted to the Office of the County Controller, who shall forward same to the Engineer for verification and approval prior to payment.

Upon receipt of such application and the Contractor's final estimate, the Engineer will make an inspection of the Work. Upon completion of all repairs or replacements by the Contractor which may appear at that time in the judgment of the Engineer to be necessary, the County will process the Contractor's final estimate for Conditional Estimate Payment in accordance with Section GP-9, and will issue to the Contractor a certification of conditional acceptance.

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

The date of this conditional acceptance certification will be the beginning of a one-year guarantee period; the date of the conditional acceptance certification will be the beginning of the guarantee period. For all work other than pavement replacement and restoration in a County-owned right-of-way, the guarantee period shall be one year. The guarantee period for pavement replacement and restoration is set forth below. The Contractor shall at his own cost and expense, make all repairs and replacements which, in the judgment of the Engineer, may become necessary during the guarantee period on account of any failures or defects due to improper construction or materials furnished by the Contractor. During the guarantee period, should the Contractor fail to make needed repairs and replacements within 14 calendar days of service of notice by the County, or in the case of an emergency, the County shall be empowered to make any repairs or replacements and the cost of the required repairs or replacements shall be the financial responsibility of the Contractor. To insure the County against the nonpayment of such costs, the County will either require the retainage of 5 percent of the total value of the Contract plus the value of Work remaining at the time of Conditional Acceptance or require the Contractor to post an equivalent Maintenance Bond in accordance with GP 5.12.3.

#### **Paving Replacement Or Restoration In A County Right-Of-Way**

For a period of two years after satisfactory completion of pavement replacement or restoration in a County-owned right-of-way, the owner and permittee warrant and guarantee the quality of the work performed and are responsible for maintaining the site free from any defects resulting from the quality of the work and, in the event of such

defects, for repairing or restoring the site to a condition that complies with the standard specifications and the provisions of this title.

Any repair or restoration during the warranty period shall cause the warranty period to run for one (1) additional year beyond the original two (2) year period.

#### **5.12.2 Final Acceptance**

Upon expiration of the aforesaid guarantee period, the Engineer will make a final inspection of the Work under the Contract and if at such inspection, all construction provided for and contemplated by the Contract is found completed, such inspection shall constitute the final inspection and the Engineer shall make the final acceptance as of that date and the Contractor shall be notified of such acceptance in writing within 10 days. After final acceptance the County will assume responsibility for maintenance, repairs, and/or replacement except where otherwise provided by the Contract.

#### **5.12.3 Maintenance Bond**

If approved by the Engineer, the Contractor shall, at the time of conditional acceptance, furnish a Maintenance Bond in favor of the County in the amount of 5 percent of the total value of the Contract plus the value of Work remaining at the time of Conditional Acceptance, which would otherwise be retained by the County. Such bond shall be in a form and with a Surety approved by the County, binding the Contractor as principal, and the Surety, to promptly and properly replace any improper Work or materials that may become apparent within the guarantee period one year following the date of the conditional acceptance certification for the Work under the Contract. In lieu of bond, other forms of security such as irrevocable letters of credit, pledge of securities back by the full faith and credit of the Federal Government, or State bonds, or bank cashier's or treasurer's check may be accepted. Upon acceptance by the County of such a bond or other security the sum retained by the County will be paid to the Contractor.

### **GP-5.13 DISPUTED WORK AND CLAIMS**

#### **5.13.1 Claims by Contractor**

Provision is made elsewhere in these Specifications to establish appropriate adjustments to quantities, prices and/or time allowances when necessary. Such provisions appear in GP-4.07, GP-4.08, GP-4.09 and GP-4.10. Particular attention is called to the fact that it shall be the responsibility of the Contractor to promptly notify the Engineer of the existence of conditions which he feels differ materially from those described by the Plans and/or Specifications. Where such notification has been given or where the Chief Engineer finds it necessary to initiate changes as described in GP-4.08, the Chief Engineer and the Contractor will negotiate appropriate adjustments.

The Chief Engineer, in consideration of what he deems to be the best interest of the County and the public, may issue written orders to the Contractor to pursue the Work on the item(s) involved during the period of negotiation and any subsequent period of consideration of a claim as hereinafter described. In the issuance of such an order, the Chief Engineer shall set forth the basis upon which the computation of estimate payments for the Work will be founded. The Contractor and the Engineer shall keep daily records of the Work until a settlement satisfactory to both parties has been reached.

During the pendency of any claim, the Contractor will continue to Work diligently to perform the Work pursuant to the Contact.

If and when the Contractor concludes that the negotiations with the Chief Engineer cannot yield what he considers to be an acceptable solution, the Contractor shall notify the Chief Engineer in writing of his intention to file a claim for additional compensation and/or time allowance. Complete documentation of the claim, including supporting data, shall be submitted as soon as possible. Failure to submit such documentation within thirty (30) calendar days of completion of Work on the item(s) involved will constitute a waiver of the right to claim and shall constitute an acceptance of the terms set by the Chief Engineer in his notice to pursue the Work (except that applicable bills for materials, equipment or services not in hand at the time of preparation of the claim may be submitted as received).

The Chief Engineer shall advise the Contractor of his findings or call for such conferences and/or additional written presentation, as he considers necessary to make a judgment of the matter. In the latter case, the Chief Engineer's finding will be made within thirty (30) days of receipt of such verbal or written presentation.

Although it is in the best interest of all concerned that the time limits set forth above be considered as maximums and that the filing and settlement of claims be carried out as quickly as possible, there may be instances in which the reaching of a just settlement requires extension of one or more of the time periods. This may be done by mutual consent of the Contractor and the Chief Engineer.

The Chief Engineer's findings will set forth, as appropriate, stipulation of additional time allowances, method of measurement, and basis of payment for the Work involved. In no case will the adjustments stipulated by the findings be made retroactive beyond a period of fourteen calendar days prior to the date of the Contractor's initial written notification of the existence of the matter at issue.

It is understood and agreed that all claims and disputes involving less than \$10,000 arising out of any term or condition of this Contract or performance under the Contract shall be resolved by the Director of Public Works or his designee, after a hearing at which each party shall have an opportunity to be heard and present evidence. The decisions of the officer shall be final and there shall be no appeals therefrom.

The parties further agree that in the event of a claim or dispute of \$10,000 or more regarding any term or condition of the Contract or performance there under such claims or disputes shall be determined by the Anne Arundel County Chief Administrative Officer (or his designee) after a full hearing on the record. The factual findings of the Chief Administrative Officer or his designee shall be final, subject to review on the record by a court of competent jurisdiction.

Any administrative appeals from the decision of the Chief Administrative Officer or his designee are hereby waived. It is the intention and desire of the parties to waive any further administrative hearings or appeals and proceed directly to the appropriate court for review if aggrieved by the decision of the Chief Administrative Officer.

The rules of procedure for all hearings before the Chief Administrative Officer (or his designee) shall be in accordance with the rules and procedures adopted for the Anne Arundel County Board of Appeals governing the conduct of the hearing.

**5.13.2 Claims by Subcontractors and Suppliers**

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

**GP-5.14 LINES, GRADES, ELEVATIONS**

The Chief Engineer will establish controls for all lines, grades and elevations for the guidance of the Contractor, and the Contractor shall conform his Work thereto. Such controls for lines, grades and elevations will be given as needed, but if, for any reason, minor delays should occur, the Contractor shall have no resulting claim for damages or extra compensation. Minor delays in providing controls shall be defined as delays of four (4) hours or less.

The Contractor shall preserve and maintain in proper position all stakes, and grade boards and lines until authorized to remove the same. If such stakes, boards, or lines are disturbed by the Contractor's employees, or by his failure to give them proper protection, those so disturbed shall be reset at the Contractor's expense. The Contractor shall furnish, when and as required, all necessary materials, labor and assistance (except engineering assistance) for the setting of all stakes, grade boards, lines, forms, etc., which may be required for the proper construction of the Work.

Any Work done without lines, levels and instructions having been given by the Chief Engineer, or without the supervision of an Inspector, will not be estimated or paid for, except when such Work is authorized by the Engineer. Work so done may be ordered removed and replaced at the Contractor's cost. Finished surfaces, in all cases, shall conform to the lines and grades given as shown on the Plans.

**GP-5.15 OTHER GOVERNMENT AGENCY INSPECTION**

When the United States Government pays all or any portion of the cost of a Project, the Work shall be subject to the inspection of the appropriate Federal Agency. Such inspection shall in no sense make the Federal Government a party to this Contract, and will not interfere, in any way, with the rights of either party there under. The State of Maryland, public utilities, railroads, etc. shall have rights of inspection for construction activities in their rights-of-way in accordance with the provisions of their agreements with the county to conduct such Work. Copies of these agreements are incorporated in the Contract Specifications.

END OF SECTION