

GP-4

SCOPE OF WORK

GP-4.01 CONTRACT INTENT

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

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

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

GP-4.02 CONTRACT DOCUMENT DISCREPANCIES

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

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

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

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

SPECIFICATIONS - MAY 1996

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

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

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

GP-4.03 CONSTRUCTION PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

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GP-4.04 CONTRACTOR COOPERATION

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

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

4.04.2 Capital Improvement Projects

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

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

County Engineer.

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

GP-4.05 UTILITIES

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

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

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

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

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

- 4.05.2 Capital Improvement Projects

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

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

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

GP-4.06 UNAUTHORIZED WORK

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

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

GP-4.07 VARIATIONS IN ESTIMATED QUANTITIES

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GP-4.08 CHANGES

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GP-4.09 DIFFERING SITE CONDITIONS

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

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

or

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

GP-4.10 VALUE ENGINEERING INCENTIVE - CONSTRUCTION

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GP-4.11 STRUCTURE AND OBSTRUCTION REMOVAL AND DISPOSAL

RESERVED FOR FUTURE USE

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

RESERVED FOR FUTURE USE

GP-4.13 FINAL CLEAN UP

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

END OF SECTION