

## **GP-7**

### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

#### **GP-7.01 LAWS TO BE OBSERVED**

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

#### **GP-7.02 PERMITS AND LICENSES**

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

**GP-7.03 PATENTED DEVICES, MATERIALS AND PROCESSES**

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

**GP-7.04 RESTORATION OF SURFACES OPENED BY PERMIT**

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

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

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

**GP-7.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

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

**GP-7.06 PUBLIC CONVENIENCE AND SAFETY**

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

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

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

**GP-7.07      DETOURS**

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

**GP-7.08      BARRICADES AND WARNING SIGNS**

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

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

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

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

the County Engineer.

**GP-7.09 FLAGGING OF MOTOR VEHICLE TRAFFIC**

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

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

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

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

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

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

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

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

**GP-7.10.02 Maintenance of Traffic For Private Properties**

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

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

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

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

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

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

**GP-7.10.04 Maintenance of Traffic, Basis of Payment**

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

**GP-7.11 LOAD RESTRICTIONS**

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

**GP-7.12 RAILROAD-HIGHWAY GRADE CROSSINGS AND SEPARATIONS**

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

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

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

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

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

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

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

**GP-7.14 EXPLOSIVES USE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GP-7.16 LAND, AIR AND WATER POLLUTION**

7.16.1 The Contractor shall incorporate all erosion control features into the work at the earliest practicable time as required by the Contract Documents. Temporary pollution control measures will be used to correct conditions that: develop during construction that were not foreseen during design; are needed prior to installation of permanent pollution control features; or are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

7.16.2 The Contractor's attention is directed to the fact that temporary pollution control may include control measures outside the right-of-way or project site where such work is necessary as a direct result of project construction. The County Engineer shall be kept advised of all such off site control measures taken by the Contractor. This shall not relieve the Contractor of the basic responsibilities for such work.

7.16.3 In case of failure on the part of the Contractor to control erosion, pollution and/or siltation, the County Engineer reserves the right to employ outside assistance or to use County

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

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

**GP-7.17 FOREST PROTECTION**

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

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

**GP-7.18 RESPONSIBILITY FOR DAMAGE CLAIMS**

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

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

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

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

**GP-7.19 LIABILITY INSURANCE**

**7.19.1 Contractor's and Subcontractor's Insurance**

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

**7.19.2 Compensation and Employer's Liability Insurance**

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

**7.19.3 Bodily Injury Liability and Property Damage Liability Insurance**

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

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

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

**7.19.4 Special Hazards Insurance**

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

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

**7.19.5 Builders Risk Insurance (Fire and Extended Coverage)**

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

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

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

**7.19.6 Proof of Carriage of Insurance**

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

**7.19.7 Other Insurance**

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

**GP-7.20 USE AND POSSESSION PRIOR TO SUBSTANTIAL COMPLETION**

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

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

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

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

**GP-7.21 CONTRACTOR'S RESPONSIBILITY FOR WORK**

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

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

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

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

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

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

**GP-7.23 FURNISHING RIGHT-OF-WAY**

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

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

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

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

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

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

#### **GP-7.24 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

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

#### **GP-7.25 NO WAIVER OF LEGAL RIGHTS**

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

power herein reserved, or of any right to damages.

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

END OF SECTION