

GP-4

SCOPE OF WORK

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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 Engineer. The Contractor shall examine and inspect all borrowed material before loading and he shall be responsible for the material after it is taken from the designated 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, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

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-Construction Conference, lowest precedence):

- Change Orders
- Addenda
- Federal and/or State Requirements
- Permits, Right-of-Way Agreements
- Special Provisions of Specifications
- General Provisions (Anne Arundel County)
- Drawings
- Standard Specifications
- Standard Details
- Proposal
- Contract
- Notice to Contractors
- Pre-construction 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 Engineer, shall govern. In the example given, the written figures shall govern over the scaled dimension.

GP-4.03 CONSTRUCTION PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful Bidder on each Contract advertised by this County will be provided, upon award, Plans and Specifications electronically.

GP-4.04 CONTRACTOR COOPERATION

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 Engineer and his Inspectors in every way possible.

The Contractor shall assign to the contract as his 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 Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the 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 Engineer, the superintendent assigned to the contract does not perform his work in a proper manner or is intemperate or disorderly, the superintendent, at the written request of the 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 Engineer.

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

GP-4.05 UTILITIES

It is understood and agreed that the Contractor has considered in his 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 Baltimore Gas and Electric Company Service and the Telephone Company, including those incurred during the time interval between the installation of permanent services and the conditional

acceptance of the Anne Arundel County Facilities constructed under the Contract. The Contractor shall ensure that such arrangements are timely so as to not delay his schedule of construction. Until conditional acceptance by the Anne Arundel 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 conditional 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 his subcontractors.

The Contractor shall notify the Department of Public Works Traffic Engineering Division ten working days prior to the placing of any sub-base materials on roads in order that the County may schedule traffic signal installation work so as not to delay the Contractor.

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.

Gas lines, valves, and meter boxes; electric, telephone, fiber optics and TV 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 his construction procedures, except as otherwise provided for in the Special Provisions or as noted on the plans.

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

Relocation of water mains and service, sewers, storm drains, traffic signal appurtenances (poles, cabinets, detectors, conduit, cables, etc.) and other County owned utilities will be performed at the Contractor's expense.

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; work beyond, contrary to, or regardless of the instructions of the 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 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 Engineer, in writing, all such materials shall be removed from the limits of the work.

GP-4.07 VARIATIONS IN ESTIMATED QUANTITIES

Certain Contract items may be designated in the Contract as "major items." Where the quantity of a major pay item as designated in the Proposal and this Contract is an estimated quantity and where

the actual quantity of such pay item varies more than 25 percent above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall apply only to that quantity above 125 percent of the estimated quantity or that quantity below 75 percent of the estimated quantity.

GP-4.08 CHANGES

- 4.08.1 The Engineer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
- A. In the Specifications (including Plans and designs);
 - B. In the method or manner of performance of the work;
 - C. In the County furnished facilities, equipment, materials, services, or site; or
 - D. Directing acceleration in the performance of the work; or
 - E. A change of more than 25 percent in the quantity for any Contract item
- 4.08.2 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation or determination) from the Engineer which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Engineer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.
- 4.08.3 Except as herein provided, no order, statement, or conduct of the Engineer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- 4.08.4 If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly. Provided, however, that except for claims based on defective specifications, no claim for any change under 4.08.2 above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the County is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- 4.08.5 If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written Change Order under 4.08.1 above or the furnishing of written notice under 4.08.2 above, submit to the Engineer a written statement setting forth the general nature and monetary extent of such claim and any requested time extension unless this period is extended by the County. The statement of claim hereunder may be included in the notice under 4.08.2 above.
- 4.08.6 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.
- 4.08.7 If the Engineer deems it to be in the interest of the County to proceed with the work due to an emergency situation or because the nature of the extra work is critical to the

progress of this or other contracts, he may issue written orders to proceed during negotiations. The Contractor shall not proceed with the extra work unless he receives a written order to precede, a change order to the Purchase Order, or he is directed to perform the work under force account arrangements.

GP-4.09 DIFFERING SITE CONDITIONS

4.09.1 The Contractor shall promptly, and before such conditions are disturbed, notify the 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.

The Engineer shall promptly investigate the conditions; and if he finds that such conditions do materially so differ and may be the cause of an increase or decrease in the Contractor's cost of, or in the time required for performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

4.09.2 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in GP-4.09.1.

4.09.3 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

GP-4.10 VALUE ENGINEERING INCENTIVE - CONSTRUCTION

4.10.1 Applicability

This provision is applicable only if the Contract price is \$100,000 or more. This clause applies to any Contractor developed, prepared, and submitted Value Engineering Change Proposal (VECP).

4.10.2 Definitions

Contractor's development and implementation costs - Those costs incurred on a VECP before County acceptance and those costs the Contractor incurs specifically to make the changes required by County acceptance of a VECP.

County costs - Those County costs that result directly from developing and implementing the VECP and any net increases in the cost of testing, operations, maintenance, and logistic support. They do not include the normal administrative costs of processing the VECP.

Instant Contract savings - The estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs (including subcontractor's development and implementation costs). (See GP-4.10.7.)

Value Engineering Change Proposal (VECP) - A Proposal that:

A. requires a change to this, the instant Contract, to implement;

and

B. results in reducing the Contract price or estimated cost without impairing essential functions or characteristics, provided that it does not involve a change in deliverable end-item quantities only.

4.10.3 **VECP Preparation**

As a minimum, the Contractor shall include the information described below in each VECP:

A description of the difference between the existing Contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

A list of the Contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

A separate, detailed cost estimate for both the affected portions of the existing Contract requirement and the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts and estimate of costs the County may incur in implementing the VECP, such as test and evaluation and operating and support costs.

A projection of any effects the proposed change would have on collateral costs to the County.

A statement of the time by which a Contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule.

Identification of any previous submissions of the VECP, including the dates submitted, the agencies and Contract numbers involved, and previous County actions, if known.

4.10.4 **Submissions**

Contractor shall submit VECP's to the Engineer. The Engineer shall notify the Contractor of the status of the VECP within 45 calendar days after the Engineering office receives it. If additional time is required because of extenuating circumstances, the Contractor shall be notified within the 45-day period and provided the reason for the delay and the expected date of the Engineer's decision. VECP's shall be processed expeditiously; however, the County shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Engineer shall provide the Contractor written notification fully explaining the reasons for rejection. The Contractor may withdraw, in whole or in part, any VECP not accepted by the County within the period specified

in the VECP. The Engineer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

4.10.5 **Acceptance**

Any VECP may be accepted in whole or in part by the Engineer's award of a modification to this Contract citing this clause. The Engineer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor notice to proceed with change. Until a notice to proceed is issued or a Contract modification applies a VECP to this Contract, the Contractor shall perform in accordance with the existing Contract. The Engineer's decision to accept all or part of any VECP shall be final and not subject to appeal.

4.10.6 **Sharing**

- A. Rates - The Contractor's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by 55 percent for fixed-price and unit price contracts and 25 percent for cost-force account work.
- B. Payment - Payment of any share due the Contractor for use of a VECP on this Contract shall be authorized by a modification to this Contract to:
 - (1) accept the VECP;
 - (2) reduce the Contract price or estimated cost by the amount of instant contract savings; and
 - (3) provide the Contractor's share of savings by adding the amount calculated in GP-4.12.6A to the Contract price or fee.

4.10.7 **Subcontracts**

The Contractor shall include appropriate VE clauses in any subcontract of \$50,000 or more and may include them in subcontracts of lesser value. To compute any adjustment in the contract price under GP-4.12.6, the Contractor's VECP development and implementation costs that clearly result from the VECP shall be included, but shall exclude any VE incentive payments to subcontractors. The Contractor may choose any arrangement for subcontractor VE incentive payments, provided that these payments are not made from the County's share of the savings resulting from the VECP.

4.10.8 **Data**

The Contractor may restrict the County's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering Incentive-Construction clause of Contract _____, shall not be disclosed outside the County or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a VECP submitted under the clause. This restriction does not limit the County's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the County unlimited rights in the VECP and supporting data.

4.10.9 Cost Computation VIS-A-VIS Subcontractors

In computing the instant contract savings to the Contractor (ICS), under "Value Engineering Incentive," there shall not be taken into consideration any Value Engineering incentive payments which the Contractor may make to subcontractors, i.e., such amounts will not be deemed a development and implementation cost at any tier.

GP-4.11 STRUCTURE AND OBSTRUCTION REMOVAL AND DISPOSAL

All fences, buildings, structures, materials, encumbrances of any character including pipes, or resources within the limits of the work which are not to remain in place or have not been designated for use in the construction shall be disposed of by the Contractor unless otherwise specified, indicated on the Plans, or approved by the Engineer.

Payment for this work shall be made under the pay items identified for such work in the Proposal. If an item is not included in the Proposal, it shall be considered as incidental to and included in other items.

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

The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material determined suitable by the Engineer, as may be found in the excavation.

In the event these materials are used and meet the pertinent materials specifications, payment for these work items will only be made at the price for the class of excavation from which the materials are obtained.

In the event these materials are processed through a crushing, screening, washing or sorting plant for use as another pay item, the Contractor will be paid both for the excavation of such materials at the Contract price and at the Contract price for which the materials is used. He shall replace at his own expense with other acceptable material all of that portion of the excavation material so removed and used which was needed for use in the embankments, backfills, and approaches or otherwise. No charge for materials so used will be made against the Contractor.

The Contractor shall not excavate or remove any material from within project limits, which is not within the excavation, as indicated by the Plans, without written authorization from the Engineer.

GP-4.13 FINAL CLEAN UP

Upon completion of the work specified in the Contract and before conditional acceptance and final payment 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 Engineer at the Contractor's expense.

END OF SECTION