

TABLE OF CONTENTS

	Page No.
SECTION 100. GENERAL PROVISIONS	1-1
PART A. COUNTY FUNDED PROJECTS	1-1
101 RESERVED FOR FUTURE USE	1-1
102 BIDDING REQUIREMENTS AND CONDITIONS	1-1
102.01 Notice to Bidders	1-1
102.02 Contents of Bid Forms	1-1
102.03 Interpretation of Quantities in Bid Schedule	1-1
102.04 Site Investigation	1-2
102.05 Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.	1-2
102.06 Preparation of Bid	1-3
102.07 Bid Guaranty	1-4
102.08 Delivery of Bid	1-4
102.09 Pre-Bid Conferences	1-4
102.10 Pre-Bid Amendments	1-4
102.11 Pre-Opening Modification or Withdrawal of Bids	1-5
102.12 Reserved for Future Use	1-5
102.13 Combination or Conditional Bids	1-5
102.14 Opening, Recording and Disclosure of Bids	1-5
102.15 Mistakes in Bid	1-6
102.16 Responsible and Responsive	1-7
102.17 Rejection of Individual Bids	1-8
102.18 Bid Evaluation and Recommendation of Award	1-8
102.19 Tie Bids	1-9
102.20 Documentation of Bid Evaluation	1-9
102.21 Disposition of Bids	1-9
102.22 Time for Bid Acceptance	1-9
102.23 Only One Bid Received	1-10
102.24 Multiple or Alternate Bids	1-10
102.25 Conditioning Bids upon Other Awards Not Acceptable	1-10
102.26 Rejection of All Bids	1-10
102.27 Cancellation of Invitations for Bids	1-11
103 AWARD AND EXECUTION OF CONTRACT	1-11
103.01 Consideration of Bids	1-11
103.02 Award of Contract (See Section 102)	1-12
103.03 Cancellation of Award	1-12
103.04 Return of Bid Guaranty	1-12
103.05 Performance Bond and Payment Bond Requirements	1-12
103.06 Execution of Contract	1-13
103.07 Failure to Execute Contract	1-13
103.08 Construction Plans to Successful Bidder	1-13

104	SCOPE OF WORK	1-14
104.01	Intent of Contract	1-14
104.02	Specifications	1-14
104.03	Variations in Estimated Quantities	1-14
104.04	Differing Site Conditions	1-15
104.05	Changes	1-15
104.06	Unauthorized Work	1-17
104.07	Rights In And Use of Materials	1-17
104.08	Final Cleanup	1-17
105	CONTROL OF THE WORK	1-18
105.01	Authority of the Director	1-18
105.02	Work Suspension	1-18
105.03	Shop Plans and Working Drawings	1-18
105.04	Conformity with Contract Requirements	1-19
105.05	Discrepancies in Contract Documents	1-20
105.06	Cooperation by Contractor	1-20
105.07	Cooperation with Utilities	1-20
105.08	Cooperation Between Contractors	1-21
105.09	Authority and Duties of Inspectors	1-22
105.10	Inspection of Work	1-22
105.11	Removal of Defective Work	1-23
105.12	Load Restrictions	1-23
105.13	Maintenance of Work During Construction	1-24
105.14	Failure to Maintain the Entire Project	1-24
105.15	Acceptance	1-24
105.16	Claims	1-25
105.17	Disputes	1-26
106	CONTROL OF MATERIAL	1-26
106.01	General	1-26
106.02	Notice Required	1-26
106.03	Approval of Sources	1-26
106.04	Approval of Plants or Shops	1-27
106.05	Samples and Tests	1-27
106.05.01	Assurance and Acceptance Testing	1-27
106.05.02	Certificate of Compliance	1-28
106.05.03	Verification of Testing Machines	1-28
106.06	Storage of Materials	1-29
106.07	Handling of Materials	1-29
106.08	Unacceptable Materials	1-29
106.09	Furnished Material	1-29
107	LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	1-30
107.01	Laws to be Observed	1-30
107.02	Permits and Licenses	1-30
107.03	Patented Devices, Materials and Processes	1-31
107.04	Reserved for Future Use	1-31
107.05	Construction Safety and Health Standards	1-31
107.06	Public Convenience and Safety	1-31
107.07	Public Notice	1-32
107.08	Maintenance of Traffic	1-32
107.08.01	Flagging Motor Vehicle Traffic	1-33
107.08.02	Barricades and Warning Signs	1-33

107.08.03	Detours	1-33
107.09	Preservation and Restoration of Property	1-33
107.10	Pollution Control	1-34
107.11	Responsibility for Damage Claims	1-35
107.12	Liability Insurance	1-36
107.13	Use and Possession Prior to Completion	1-36
107.14	Contractor's Responsibility for Work	1-37
107.15	Contractor's Responsibility for Utility Property and Services	1-38
107.16	Responsibility for Right-of-Way	1-38
107.17	Personal Liability of Public Officials	1-39
107.18	No Waiver of Legal Rights	1-39
108	PROSECUTION AND PROGRESS	1-40
108.01	Subcontracting	1-40
108.02	Notice to Proceed	1-40
108.03	Prosecution of the Work	1-40
108.04	Progress Schedule	1-41
108.05	Limitations of Operation	1-41
108.06	Character of Workers	1-41
108.07	Equipment and Methods	1-42
108.08	Suspension of Work	1-43
108.09	Determination and Extension of Contract Time	1-43
108.10	Failure to Complete on Time	1-44
108.11	Reserved for Future Use	1-44
108.12	Default and Termination of Contract	1-45
108.13	Successful Termination of Contractor's Responsibility	1-46
109	PAYMENT	1-46
109.01	Scope of Payment	1-46
109.02	Measurement of Quantities	1-47
109.03	Payment Allowances	1-49
109.04	Force Account Work	1-50
109.05	Partial Payments	1-52
109.05.01	Current Estimates	1-52
109.05.02	Semi-Estimate Payments	1-53
109.06	Acceptance and Final Payment	1-54
109.07	Interest	1-56
110	RESTRICTIONS AND PERMITS	1-56
110.01	Restoration of Surfaces Opened by Permit	1-56
110.02	Railroad Highway Grade Crossings and Separations	1-56
110.03	Bridges and Other Work In or Over Waters of the State	1-57
110.04	Use of Explosives	1-57
110.05	Cultural Resources	1-57

PART B. DEVELOPER FUNDED PROJECTS 1-59

150	PROCEDURE FOR IMPLEMENTING DEVELOPMENTS AND GAINING COUNTY ACCEPTANCE OF ROADS AND STORM DRAINS	1-59
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151	APPLICABILITY OF SPECIFICATIONS	1-59
152	BIDDING REQUIREMENTS AND CONTRACTUAL ARRANGEMENTS	1-59
153	SCOPE OF WORK	1-59
153.01	Intent of Plans, Specifications and Standards	1-59
153.02	Responsibility of Developer and Contractor	1-59
153.03	Specifications	1-60
153.04	Differing Site Conditions	1-60
153.05	Changes	1-61
153.06	Unapproved Work	1-61
154	CONTROL OF WORK	1-61
154.01	Authority of Director	1-61
154.02	Work Suspension	1-61
154.03	Shop Plans and Working Drawings	1-62
154.04	Conformity with Approved Construction Drawings	1-62
154.05	Discrepancies in the Approved Construction Drawings	1-63
154.06	Cooperation by the Developer and/or Contractor	1-63
154.07	Rights In and Use of Materials Found in the Work	1-64
154.08	Cooperation with Utilities	1-64
154.09	Cooperation Between Contractors	1-65
154.10	Authority and Duties of Inspectors	1-65
154.11	Reserved for Future Use	1-65
154.12	Inspection of Work	1-66
154.13	Removal of Defective Work	1-66
154.14	Load Restrictions	1-66
154.15	Maintenance of Work During Construction	1-67
154.16	Failure to Maintain the Entire Project	1-67
154.17	Acceptance	1-68
154.18	Disputes and Claims	1-68
155	CONTROL OF MATERIAL	1-68
155.01	General	1-68
155.02	Notice Required	1-69
155.03	Approval of Sources	1-69
155.04	Approval of Plants or Shops	1-69
155.05	Samples and Tests	1-69
155.05.01	Assurance and Acceptance Testing	1-70
155.05.02	Certificate of Compliance	1-70
155.05.03	Verification of Testing Machines	1-71
155.06	Storage of Materials	1-71
155.07	Handling of Materials	1-71
155.08	Unacceptable Materials	1-71
155.09	Furnished Material	1-72
156	LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	1-72
156.01	Laws to be Observed	1-72
156.02	Permits and Licenses	1-72
156.03	Patented Devices, Materials & Processes	1-73
156.04	Public Convenience and Safety	1-73
156.05	Maintenance of Traffic	1-74
156.05.01	Flagging Motor Vehicle Traffic	1-74

156.05.02	Barricades and Warning Signs	1-74
156.05.03	Detours	1-75
156.06	Preservation and Restoration of Property	1-75
156.07	Pollution Control (Land,Air and Water)	1-75
156.08	Responsibility for Damage Claims	1-76
156.09	Contractor's Responsibility for Utility Property and Services	1-77
156.10	Personal Liability of Public Officials	1-77
156.11	No Waiver of Legal Rights	1-77
157	RESTRICTIONS AND PERMITS	1-78
157.01	Bridges and Other Work in or Over Waters of the State	1-78
157.02	Use of Explosives	1-78
158	PROSECUTION AND PROGRESS	1-79
158.01	Prosecution of the Work	1-79
158.02	Work on Saturday, Sunday, or County Holidays	1-79
158.03	Character of Workers	1-79
158.04	Equipment and Methods	1-79
158.05	Suspension of Work	1-80
159	CONSTRUCTION ORDER AND PROCESS	1-80
159.01	Developer Funded Contracts	1-80
159.02	Pre-construction	1-80
159.03	Construction	1-81
159.04	Order and Procedures for Construction	1-81
159.05	Completion and Acceptance	1-82
159.06	Post Acceptance	1-83

SECTION 100 GENERAL PROVISIONS

PART A - COUNTY FUNDED PROJECTS

SECTION 101 - RESERVED FOR FUTURE USE

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.01 NOTICE TO BIDDERS.

The Notice to Bidders shall be published as an advertisement, and contain a description of the proposed work, together with information to the Bidder regarding access to Bid Forms, Plans and Specifications; the nature of the Bid Guaranty; and the reservation of the right of the County to reject any and all Bids.

102.02 CONTENTS OF BID FORMS.

The Bid Form shall describe the location and type of work contemplated by the Contract and includes a list of pay items. Where pay items are unit price items, the Bid Form will further show the approximate estimate of quantities expected to occur in such unit price items. Unless otherwise provided in the Invitation for Bids, Bid prices are irrevocable for 90 days following Bid Opening.

The Bid Form shall set forth the place, date and time of Opening Bids; the guaranty; and the time to be allowed for completing the Contract. The County may charge a sum for each set of documents, the amount of such charges being set forth in the Notice to Bidders. The sum charged for each set of documents is not returnable unless specifically indicated in the Notice to Contractors.

All papers included in, bound thereto or attached to the Bid Form are necessary parts thereof, and they shall not be detached, separated or altered.

The plans, specifications, supplemental specifications, referred-to specifications and all other contract documents will be considered a part of the Bid Form, whether attached thereto or not.

102.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE.

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

102.04 SITE INVESTIGATION.

A. In delivering a Bid, the Bidder acknowledges that he has investigated is satisfied himself as to the conditions affecting the work, including, but not restricted to, those bearing upon:

1. Transportation, disposal, handling and storage of materials;
2. Availability of labor, water, electric power and roads;
3. Uncertainties of weather, river stages, tides or similar physical conditions at the site;
4. Conformation and conditions of the ground;
5. Character of equipment and facilities needed before and during prosecution of the work.

B. The Bidder further acknowledges that he is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done for the County, as well as from information presented by the drawings and specifications made a part of this Contract.

C. Failure by the Bidder to be acquainted with the available information shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

D. The County assumes no responsibility for any conclusions or interpretations made by the Bidder on the basis of the information made available by the County.

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

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

B. The Treasurer of the County may not authorize payment to a Contractor who has submitted an invoice if that Contractor is indebted by virtue of unpaid taxes or other obligations owed to any County department or agency. In this regard, Contractors shall indicate their Federal Tax Identification or Social Security number on the face of each invoice billed to the County.

C. If taxes or other obligations are owed to the County, payment may be deferred, and the Contractor shall be timely notified. Subsequent release of the deferred payment shall be made promptly when the taxes or other obligations are satisfactorily resolved. The taxes or other obligations shall be

resolved either by set-off of the amount due the Contractor against the amounts due the County -- or by direct payment.

D. The County hereby reserves the right to withhold final payments under this Contract until the Contractor and any Subcontractors performing any duties under this Contract have paid all taxes or other obligations due the State of Maryland or the County.

102.06 PREPARATION OF BID.

A. The Bidder shall submit his Bid on forms furnished by the County. The Bidder shall specify a price in dollars and cents, in both words and figures, for each pay item given (except that alternates may be omitted and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, together with the total amount of the Bid obtained by adding the amounts of the several items. The Bidder must write or type the words "NO BID" in the unit price column of all alternates omitted.

B. The Bid forms shall be filled out in ink or typed. Erasures and alterations shall be initialed in ink by the signer. Bid forms shall be signed in ink as follows:

1. Bids submitted by an individual shall be signed by the individual.
2. Bids submitted by a partnership shall be signed by such member or members of the partnership as have actual authority to bind the partnership.
3. Bids submitted by a corporation shall be signed by an officer of the corporation and attested by the corporate secretary or assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the By-Laws or a copy of a Board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

NOTE: In lieu of the above, the corporation may file with the County a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the corporate secretary, together with the aforesaid evidence certified by the corporate secretary, which list shall remain in full force and effect until such time as the County is advised in writing to the contrary.

4. Bids signed by an Attorney in Fact must be accompanied by a copy of the appointing document, duly certified.

C. The Bid shall include the Bidder's attested statement that he has the necessary work capacity to perform the contract, either with his own organization or with sub-contractors as approved under Section 108.01

D. Bidders, bidding jointly, shall indicate the percentage of the total dollar value of work each proposes to perform as a prime Contractor. The work performed by subcontractors will be credited in like percentage to each prime Contractor. This information shall be provided on a sheet in the Bid Form and shall be the basis for crediting the work capacity status of each prime Contractor and Subcontractors.

E. **BID SAMPLES AND DESCRIPTIVE LITERATURE** - The invitation for Bids shall state when the Bidder is required to furnish samples or descriptive literature.

F. Bidders should give specific attention to the identification of those portions of their Bids which they deem to be confidential, proprietary information or trade secrets and provide justification as to why such materials, upon request, should not be disclosed by the County under "Access to Public Records", State Government Article, Section 10-611 et. seq., Annotated Code of Maryland, as amended.

102.07 BID GUARANTY.

No Bid will be considered unless accompanied by a guaranty, of the character specified herein and in an amount not less than the specific dollar value indicated in the Bid Form, made payable to Harford County, Maryland. The character of the Guaranty may be either of the following:

Certified Check
Bid Bond

in the form adopted by Harford County.

102.08 DELIVERY OF BID.

Each Bid must be submitted in a sealed envelope plainly marked to indicate its contents or in an envelope furnished by the County. The blank spaces on the County envelope shall be filled in so as to clearly indicate its contents. When sent by mail, the sealed Bid must be addressed to the Department of Procurement. All Bids shall be filed prior to the time and at the place specified in the Notice to Bidders. Bids received after the time for opening of Bids will be returned to the Bidder unopened.

102.09 PRE-BID CONFERENCES.

Pre-bid conferences may be conducted by the Departments of Public Works and/or Procurement. If they are to be conducted, notice of same will be contained in the Invitation for Bids.

102.10 PRE-BID AMENDMENTS.

A. **FORM** - Pre-bid amendments shall be identified as ADDENDA and shall require that the Bidder acknowledge receipt of all addenda issued. The addenda shall reference the portion of the proposed contract it amends. Any addenda shall be issued in writing by the Department of Procurement.

B. DISTRIBUTION - Addenda shall be sent to all prospective Bidders who have obtained the bidding document.

C. TIMELINESS - Addenda shall be distributed to prospective Bidders to allow a reasonable time to consider them in preparing their Bids. If the distribution does not permit timely preparation, the Bid receipt date shall be changed in the addenda or, if necessary, changed by telegram or telephone and confirmed in the addenda.

102.11 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS.

A. PROCEDURE - Bids may be modified or withdrawn by written notice received in the Department of Procurement before the time and date set for Bid opening. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office before the time and date set for Bid opening shall be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at the telegraph company's office before the time and date set for Bid opening.

B. DISPOSITION OF BID SECURITY - If a Bid is withdrawn in accordance with this procedure, the Bid security, if any, shall be returned to the Bidder.

C. No withdrawal or modifications shall be accepted after the time for opening of Bids except that during the opening of Bids the successful Bidder on one or more projects may withdraw his Proposal(s) on other projects which have been submitted prior to the reading of any Bids for that project(s).

102.12 RESERVED FOR FUTURE USE.

102.13 COMBINATION OR CONDITIONAL BIDS.

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

Conditional Bids will be considered only when so stated in the Advertisement or in the Special Provisions.

102.14 OPENING, RECORDING AND DISCLOSURE OF BIDS.

A. OPENING - Bids and modifications shall be opened publicly at the time, date and place designated in the Invitation for Bids. The name of each Bidder, the Bid price and such other information as is deemed appropriate shall be read aloud or otherwise made available.

B. RECORDING - The aforesaid information also shall be recorded at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made.

C. DISCLOSURE - The opened Bid shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except for trade secrets or other proprietary data which the Bidder has designated to be confidential. Prices, makes and model or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at a reasonable time after Bid opening, but in any event before contract award.

NOTE: Prior to the award of contract, the County Attorney or his designee shall examine the Bids to determine the validity of any requests for non-disclosure of trade secrets and other proprietary data identified in writing. Confidential, proprietary information and trade secrets furnished by a Bidder may be disclosed to another County agency only if there is a demonstrated need for the information and may not be disclosed outside County government except as provided by "Access to Public Records", State Government Article, Section 10-611 et. seq. Annotated Code of Maryland, as amended.

102.15 MISTAKES IN BID.

A. GENERAL - Technicalities or minor irregularities in Bids, as defined below, may be waived if the Director of Procurement determines it shall be in the County's best interest. The Director of Procurement may either give a Bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his Bid or waive the deficiency where it is to the County's advantage to do so. Said Bid shall be read as other Bids and then referred to the Director of Public Works for consideration and appropriate action thereon in accordance with these General Provisions.

Pending a determination by the Director of Procurement, any Bid having one or more of the following faults will be considered irregular:

- (1) If the Bid form furnished by the County is not used or is altered;
- (2) If not prepared as directed in these General Provisions or General Instructions on the Invitation for Bids.
- (3) If there is an omission of a necessary word(s) or numeral(s) required to make a price unmistakably clear, as well as any other omission; or addition of item(s) not called for;
- (4) If the Bid form does not include a price for each item in the unit price schedule;
- (5) If there are additions, conditions or unauthorized alternate Bids (unless prior to the date set for the opening of said Bids, the County notifies, in writing, all Bidders to whom such Bid documents have been issued that such changes will be permitted);
- (6) If the Bidder adds any provisions reserving the right to accept or reject the award;
- (7) If the Bidder is not in accordance with approved procurement procedures.

A minor irregularity is one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a Bid from the exact requirement of the solicitation, the correction or waiver of which would not be prejudicial to other Bidders. The defect or variation in the Bid is immaterial and inconsequential when its significance as to price, quantity, quality or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured, and the intent and meaning of the entire Bid is clear. The Director of Procurement shall either give the Bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a Bid or waive the deficiency, whichever is to the advantage of the County.

B. MISTAKES DISCOVERED BEFORE OPENING - A Bidder may correct mistakes discovered before the time and date set for Bid opening by withdrawing or correcting the Bid as provided in these General Provisions under Section 102.11.

C. CONFIRMATION OF BID - When the Director of Procurement knows or has reason to conclude that a mistake has been made, the Bidder may be requested to confirm the Bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the Bid or a Bid unreasonably lower than the other Bids submitted.

1. If the mistake and the intended correction are clearly evident on the face of the Bid document, the Bid shall be corrected to the intended correct Bid and may not be withdrawn. Example: typographical errors, errors in extending unit prices, transposition errors and mathematical errors.

2. A Bidder may be permitted to withdraw a Bid if:

(a) A mistake is clearly evident on the face of the document, but the intended Bid is not similarly evident; or

(b) The Bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

D. MISTAKES DISCOVERED AFTER AWARD - Mistakes may not be corrected after award of the contract except when the Director of Procurement determines that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Corrections shall be submitted to and approved by the Department of Law.

E. DETERMINATION REQUIRED - When a Bid is corrected or withdrawn, or correction or withdrawal is denied, the Director of Procurement shall prepare a determination showing that the relief was granted or denied in accordance with these General Provisions.

102.16 RESPONSIBLE AND RESPONSIVE.

Before recommendation of award, the Director of Public Works shall

determine that a Bidder is responsible and responsive. A determination that the Bidder is not responsible and responsive includes but is not limited to the failure of a bidder to supply information promptly in connection with a determination.

102.17 REJECTION OF INDIVIDUAL BIDS.

A. Any Bid may be rejected in whole or in part when it is in the best interest of the County to do so.

B. Reasons for rejection of a Bid include, but are not limited to:

1. The vendor that submitted the Bid is nonresponsive as determined under these General Provisions;

2. The Bid is not responsive as determined under these General Provisions;

3. Unreasonable price;

4. Bidder debarred or ineligible.

5. The unit prices contained in a Bid are obviously unbalanced;

6. Indication of collusion among Bidders;

7. Lack of experience, adequate machinery, plant facilities or other equipment as revealed by supplementary information which may be required to be submitted by the Contractor and provided for elsewhere in the contract documents;

8. Contractor's workload which, in the judgment of the County, might hinder or prevent the prompt completion of the subject work if awarded;

9. Default by the Bidder on other contracts awarded in Maryland;

10. Failure to pay or satisfactorily settle all reasonable and just bills due for labor and material on former contracts in force at time of letting;

11. If the same person has an interest in more than one Bid on a contract, exclusive of being named by another Bidder as a subcontractor;

12. If the Bid is found to be irregular for any of the reasons listed under Section 102.15.

102.18 BID EVALUATION AND RECOMMENDATION OF AWARD.

A. GENERAL - The Contract may be awarded to the responsible and

responsive Bidder whose Bid meets the requirements and evaluation criteria set forth in the Invitation for Bids and whose Bid is either the lowest Bid price or lowest evaluated Bid price. A Bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids or set forth in these General Provisions.

B. DETERMINATION OF LOWEST BIDDER - Bids shall be evaluated to determine which Bidder offers the lowest cost to the County in accordance with the evaluation criteria set forth in the Invitation for Bids. Only objectively measurable criteria which are set forth in the Invitation for Bids shall be applied in determining the lowest Bidder.

C. RESTRICTIONS - Nothing in this provision shall be deemed to permit contract award to a Bidder submitting a higher quality item than that designated in the Invitation for Bids if that Bidder is not also the lowest Bidder. Further, this provision does not permit negotiations with any Bidder.

D. AWARD - Upon determination of the lowest Bidder, review of the Bid for responsiveness, and satisfaction that the Bidder is responsible, the contract may be recommended for award to the Board of Estimates.

102.19 TIE BIDS.

A. DEFINITION - Tie Bids are responsive Bids from responsible Bidders that are identical in price, terms and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation for Bids.

B. RECOMMENDATION OF AWARD - In case of low tie Bids, the recommendation of award shall be made to the in-County Bidder in preference to the out-of-County Bidder; the in-State Bidder in preference to the out-of-State Bidder. Where specified preference does not decide the tie, a drawing shall be held. The Bidders may be present to verify the drawing, and the result shall be certified on the Bid tabulation sheet.

102.20 DOCUMENTATION OF BID EVALUATION.

Following a recommendation of award, where the apparent low Bidder was not the successful Bidder, a record showing the basis for determining the successful Bidder shall be made a part of the procurement file.

102.21 DISPOSITION OF BIDS.

When Bids are rejected, or a solicitation cancelled after Bids are received, the Bids which have been opened shall be retained in the procurement file, or, if unopened, returned to the Bidders upon request and the file so documented.

102.22 TIME FOR BID ACCEPTANCE.

A. Unless otherwise provided in the Invitation for Bids, Bid prices are irrevocable for 90 days following Bid opening.

B. After opening Bids, the Director of Procurement may request Bidders to extend the time during which the County may accept their Bids, provided that no other change is permitted with regard to Bids.

102.23 ONLY ONE BID RECEIVED.

If only one responsive Bid is received in response to an Invitation for Bids, the Procurement Officer may make a recommendation of award to the Bidder if the Director of Public Works determines that the price submitted is fair and reasonable and that other prospective Bidders had reasonable opportunity to respond or there is not adequate time for resolicitation. Otherwise, the Bid may be rejected pursuant to these General Provisions.

102.24 MULTIPLE OR ALTERNATE BIDS.

Unless multiple or alternate Bids are requested in this solicitation, these Bids may not be accepted. However, if a Bidder clearly indicates a base Bid, it shall be considered for award as though it were the only Bid submitted by the Bidder. The provisions of this regulation shall be set forth in the solicitation, and, if multiple or alternate Bids are allowed, their treatments shall be specified.

102.25 CONDITIONING BIDS UPON OTHER AWARDS NOT ACCEPTABLE.

Any Bid which is conditioned upon receiving award of both the particular contract being solicited and another County contract shall be deemed nonresponsive and not acceptable.

102.26 REJECTION OF ALL BIDS.

A. After opening Bids, but before award, all Bids or proposals may be rejected in whole or in part when the Director of Procurement, with the approval of the agency head or his designee, determines that this action is fiscally advantageous or otherwise in the County's best interest.

B. Reasons for rejection of all Bids include, but are not limited to:

1. The County's department no longer requires the procurement;
2. The County's department no longer can reasonably expect to fund the procurement;
3. Proposed amendment to the solicitation would be of such magnitude that a new solicitation is desirable;
4. Prices exceed available funds, and it would not be appropriate to adjust quantities to come within available funds.
5. There is reason to believe that the Bids may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith;
6. Bids received indicate that the needs of the County agency can be satisfied by a less expensive equivalent item differing from that

on which the Bids were invited; or

7. All otherwise acceptable Bids received are at unreasonable prices.

C. A notice of rejection of all Bids shall be sent to all Bidders. The notice shall:

1. Identify the solicitation;
2. Briefly explain the reason for rejection; and
3. If appropriate, explain that an opportunity shall be given to compete on any resolicitation or any future procurements of similar construction.

D. DOCUMENTATION - The determination of the reasons for cancellation or rejection of all Bids shall be made a part of the procurement file.

102.27 CANCELLATION OF INVITATIONS FOR BIDS.

A. Before opening of Bids, a solicitation may be cancelled in whole or in part when the Department of Procurement with the approval of the agency head or his designee, determines that this action is fiscally advantageous to the County or otherwise in its best interest. Reasons for cancellation include, but are not limited to:

1. Absence of a continuing need for construction;
2. Proposed amendments to the solicitation would be of such magnitude and substance that a new solicitation is desirable.

B. When a solicitation is cancelled before Bid opening, the Bids shall be returned to the vendors submitting them, together with a notice of cancellation. The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. If appropriate, explain that an opportunity shall be given to compete on any resolicitation or any future procurements of similar construction.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.01 CONSIDERATION OF BIDS.

A. After Bids have been publicly opened and read, they will be audited for mathematical accuracy and reviewed to determine that there are no irregularities as outlined in Sections 102.15 and 102.25. Upon completion of the

aforementioned audit and review, the results will be made available to the public.

B. In the event of a discrepancy between the unit Bid prices and the extensions (product of quantity and unit price), the unit price will govern. In the event that the unit price is not included, the unit price shall be the extended price divided by the quantity.

C. In the event of a discrepancy between the Bid total shown on the Bid form and the total determined by mathematical audit of the amounts, lump sum and extensions that are Bid for each item in the price schedule - the amount determined by mathematical audit shall govern. In case of discrepancy between prices written in words and those written in figures, the written word will govern.

103.02 AWARD OF CONTRACT (See Section 102).

A. An award of the Contract by the Board of Estimates will be within the time specified in the Bid and will be to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. The successful Bidder will be notified (by letter mailed to the address shown on his Bid) that his Bid has been accepted and that he has been awarded the Contract.

B. In all contracts jointly Bid, all contractors will be held jointly and severally responsible for the performance of the entire contract.

103.03 CANCELLATION OF AWARD.

(Left blank at this time pending review by the Directors of Public Works and Procurement.)

103.04 RETURN OF BID GUARANTY.

All Bid guaranties, except those of the three lowest Bidders, will be returned immediately following opening and the review of the Bids. The guaranty of the second and third Bidder will be returned within 40 days following the Award of Contract. The Contractor has the right to substitute a Bid Bond or other Bid security at any time prior to return of the Bid guaranty.

103.05 PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS.

Acceptable security for performance and payment shall be as provided herein:

A. **PERFORMANCE BONDS** - A Performance Bond is required for all construction contracts in excess of Two Thousand Five Hundred Dollars (\$2,500.00) in the amount equal to at least 100% of the contract price. The Performance Bond shall be delivered by the Bidder to the County no later than the time the Contract is executed. If the Bidder fails to deliver the required Performance Bond, his Bid shall be rejected, his Bid security shall be enforced, and award of the Contract may be made to the next lowest responsive and responsible Bidder.

B. PAYMENT BONDS - A Payment Bond is required for all construction contracts in excess of Two Thousand Five Hundred Dollars (\$2,500.00) in the amount equal to at least 100% of the contract price. The Payment Bonds shall be delivered by the Bidder to the County no later than the time the Contract is executed. If a Bidder fails to deliver the required Payment Bond, his Bid shall be rejected, his security shall be enforced, and award of the Contract shall be made to the next lowest responsive and responsible Bidder.

C. FORM OF BONDS - The form of the bonds and security shall be acceptable to the County Attorney. The name of the underwriting agency for the bonds shall be shown thereon.

103.06 EXECUTION OF CONTRACT.

This section will be reviewed by the Directors of Procurement and Public Works for determination from them regarding the wording of the first sentence and exactly when someone has a contract in their eyes. However, modifications suggested by this committee will make the section read as follows:

After a Notice of Award as provided in Section 103.02 has been issued to a Bidder, a Contract between the County and the Bidder receiving the Award shall be deemed to be in existence. The Contractor shall then obtain the formal contract form and the appropriate forms for the Payment and Performance Bonds (if any) from the County. The Bidder will then execute the contract form and return same, together with fully executed Payment and Performance Bonds (if any) to the County within ten (10) days after receipt of Notice of Award. After receipt of properly executed contract form and Payment and Performance Bonds (if any), the County will execute the Contract within 20 days unless otherwise provided and forward the Bidder a copy. In the event the County fails to execute the Contract within the time specified, the Bidder will have, as its sole remedy, the option to declare the Contract terminated or accept a further extended period for execution by the County.

103.07 FAILURE TO EXECUTE CONTRACT.

Failure to execute the Contract and file acceptable security as defined in Section 103.06 within the time aforesaid shall be just cause for the annulment of the Award and the forfeiture of the Bid Guaranty which shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder - or the work may be readvertised and constructed under contract or otherwise as the County may decide.

103.08 CONSTRUCTION PLANS TO SUCCESSFUL BIDDER.

The successful Bidder on each contract advertised by the County will be sent, upon award, five (5) sets of plans and specifications free of charge. Additional sets required by the Contractor may be purchased.

SECTION 104 - SCOPE OF WORK

104.01 INTENT OF CONTRACT.

The Contractor shall perform (within specified tolerances) 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 satisfactory prosecution and completion of the project in full compliance with the Specifications, Plans, Special Provisions, Bid and Agreement.

104.02 SPECIFICATIONS.

A. These Specifications, the Supplemental Specifications, the Plans, Special Provisions and all 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 complimentary and to describe and provide for a complete work.

B. In the event of discrepancies General Provisions will govern over all contract documents unless expressly provided for in the Contract. In the event of discrepancy between the drawing and the figures written thereto, the figures (unless obviously incorrect) will govern over scaled dimensions.

1. Special Provisions will govern over Plans, Supplemental Specifications and Specifications.

2. Plans will govern over Supplemental Specifications and Specifications.

3. Supplemental Specifications will govern over these Specifications.

104.03 VARIATIONS IN ESTIMATED QUANTITIES.

A. Where the quantity of a Major Item in the Contract is an estimated quantity, and where the actual quantity of such item varies more than 25 percent above or below the estimated quantity stated in the Contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based only on the change in quantity above 125 percent or below 75 percent of the estimated quantity.

B. In reviewing the question of an equitable adjustment, economy of scale on overruns and loss of fixed cost recovery in underruns shall be considered.

C. If the quantity variation is such as to cause an increase in the time necessary for completion, the Director shall ascertain the facts (upon receipt of a written request for an extension of time before the date of final settlement of the Contract) and make the adjustment for extending the completion date as, in his judgment, the findings justify.

104.04 DIFFERING SITE CONDITIONS.

A. Before such conditions are disturbed, the Contractor shall promptly notify the Director verbally and in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract; or
2. 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 the Contract.

B. The Director shall promptly investigate the conditions. If he can find that such conditions do materially so differ and would cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, he shall give due consideration to design modifications to mitigate those cost and time impacts relative to the interest of both parties. Following an affirmative determination of differing site conditions and consideration of design modification, an equitable adjustment shall be made and the contract modified in writing accordingly.

C. No claim of the Contract under this clause shall be allowed unless the Contractor has given the notice required in Subsection A above.

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

104.05 CHANGES.

A. By written order, designated or indicated to be a Change Order, the Director may at any time make any changes in the work within the general scope of the Contract without notice to the sureties, if any. They may include, but are not limited to, changes in the:

1. Specification, Special Provisions, drawings or design;
2. Method or manner of performance of the work;
3. County-furnished facilities, equipment, materials, services and site;
4. Time allotted for completing the work.

All such designated Change Orders which are anticipated to cause an increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the work shall reflect an equitable adjustment in the mutual interest of both parties, or set forth the bases for a later determination of an equitable adjustment.

B. Should either party believe that any order, direction, instruction, interpretation or determination of the Director, written or otherwise given or conveyed, will cause an increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the work, that party must

immediately apprise the Director of his position. The Director will consider the opinion given and all facts at hand, or that can be readily obtained, without unduly delaying the project.

1. Where the Director finds the matter presented would cause a difference in cost or time, he will consider alternatives to minimize impacts in cost or time in the mutual interest of both parties and commit his decision to writing as in Subsection A above.

2. Where the Director does not find in favor of the position presented, he shall commit his instructions to writing and direct the Contractor and the Director's staff to proceed as if a Force Account were ordered to provide a record for later reevaluation as to merits and adjustments.

C. Both parties are duty bound to minimize the accumulation of expenses during the time the Director requires to complete the evaluation required in Subsection B above. Delay costs and time, to the extent judged reasonable and unavoidable, are to be considered in the equitable adjustment, if any.

D. No claim or dispute predicated on a non-designated order, direction, instruction, interpretation or determination of the Director can be considered where the Director has been precluded from reconsideration or redesign to serve the mutual best interest of both parties. Work performed pursuant to a non-designated order, direction, instruction, interpretation or determination without Force Account Records being maintained under the direction of the Director shall be measured and paid in accordance with the original unchanged terms of the Contract or treated as Unauthorized Work as would be most appropriate and reasonable in the mutual interest of both parties.

E. If the Contractor intends to assert a claim or submit a dispute for an equitable adjustment pursuant to Subsection B above, he shall submit, within thirty (30) days of the conclusion of the work involved, a written statement setting forth the general nature and monetary extent of such claim and his position relative to time, unless this period is extended by the County. Receipted invoices for material not available can be accepted beyond the 30 days allowed where this fact is identified in the documentation submitted as required.

F. Should any Contract items contained in the Bid be found unnecessary for the proper completion of the work contracted, the Director may, upon written order to the Contractor, eliminate such Contract items from the Contract under the terms and conditions described under Section on Variations in Estimated Quantities. Such action will in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor except as stipulated in said Section on Variations in Estimate Quantities and/or for such work as may have been done, materials actually delivered and bonafide equipment costs prior to notification of the elimination of the items.

G. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under the Contract.

104.06 UNAUTHORIZED WORK.

A. The following work will be considered unauthorized and at the expense of the Contractor:

1. Work done prior to Notice to Proceed;
2. Work done contrary to and regardless of the instruction of the Director;
3. Work done prior to receipt of a Contract Modification authorizing the work; and
4. Work done prior to receipt of a Change Order pursuant to Subsection 104.05 authorizing the work.

B. Unauthorized work will not be measured and paid for, and work so done may be ordered removed and/or replaced at the Contractor's expense.

104.07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.

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

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

C. 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 Unit Price and at the Contract Unit Price for which the material is used. At his own expense, he shall replace with other acceptable material all that portion of the excavation material so removed and used which was needed for use in the embankments, backfills, approaches or otherwise. No charge for materials so used will be made against the Contractor.

D. The Contractor shall not excavate or remove any material from within the right-of-way which is not within the excavation, as indicated by the slope and grade lines, without written authorization from the Director.

104.08 FINAL CLEANUP.

A. Upon completion of the work specified in the Contract and before final payment will be made, the construction area and all other adjoining areas 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, falsework, rubbish and temporary structures and buildings that were placed thereon by the Contractor.

B. The adjoining area mentioned above outside the normal pay limits for seeding, will be reshaped, seeded and mulched, or otherwise restored as directed by the Director at the Contractor's expense.

SECTION 105 - CONTROL OF THE WORK

105.01 AUTHORITY OF THE DIRECTOR.

- A. The Director shall decide all questions which may arise as to:
1. Quality and acceptability of materials furnished and work performed;
 2. Manner of performance and rate of progress of said work;
 3. Interpretation of any or all Plans and Specifications;
 4. Acceptable fulfillment of the Contract on the part of the Contractor.

B. The Director shall determine the amount and quantity of work performed and materials which are to be paid for under the Contract.

C. Any doubt as to the meaning of, or any obscurity as to the wording of, these Specifications and Contract and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of the Specifications or Contract and to give them due effect, will be interpreted or given by the Director.

D. The decisions of the Director, after he has considered the facts, positions and mutual interests of the parties, shall be final, subject to the provisions of Section 105.16.

E. The Director shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

105.02 WORK SUSPENSION.

The Director will have the authority to suspend the work wholly or in part: (1) Due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; (2) For failure to carry out orders; (3) For such periods as he may deem necessary due to unsuitable weather; (4) For conditions considered unsuitable for the prosecution of the work; or (5) For any other conditions or reason deemed to be in the public interest.

105.03 SHOP PLANS AND WORKING DRAWINGS.

A. The approved Plans will be supplemented by such working drawings (shop plans, etc.) as are necessary to adequately control the work. The Contractor shall provide all necessary and required working drawings.

B. All working drawings shall have affixed to them the following Certification Statement, signed by the Contractor:

CERTIFICATION STATEMENT

By this submittal, I represent that my firm has determined and verified all field measurements, field construction criteria, materials dimensions and similar data and has checked this drawing for conformance with other applicable, approved drawings and all Contract requirements.

C. The Contractor shall submit a minimum of five (5) copies of all working drawings on sheets 24 inches by 36 inches for preliminary review. The Director may accept or disapprove such drawings and return the same for revision, in which case, the Contractor shall submit new, additional or revised drawings as required.

D. Acceptance by the Director shall not relieve the Contractor from his responsibility under the terms of the Contract.

E. Two copies of approved working drawings will be returned to the Contractor by the Director. No portion of the work requiring a working drawing shall be started, or materials fabricated or installed, prior to the acceptance of the drawings by the Director.

F. All cost relative to the preparation of working drawings, errors or omissions in connection therewith, delays or unauthorized work are incidental to the items Bid and shall not be paid separately nor considered in any equitable adjustments for cost or time.

105.04 CONFORMITY WITH CONTRACT REQUIREMENTS.

A. All work performed and all materials furnished shall conform to the contract requirements.

B. In the event the Director finds the materials or the finished product in which the materials are used or the work performed do not conform reasonably close to the contract requirements and have 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.

C. In the event the Director finds the materials or the finished product in which the materials are used do not conform with the contract requirements, but that acceptable work has been produced, he shall then make a determination if the work shall be accepted. If the work is accepted, the Director 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.

105.05 DISCREPANCIES IN THE CONTRACT DOCUMENTS.

In the event the Contractor discovers any discrepancies in the contract documents, he shall immediately notify the Director. The Director will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

105.06 COOPERATION BY CONTRACTOR.

A. The Contractor shall keep one complete set of contract documents available on the project site at all times.

B. The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Director and his inspectors in every way possible.

C. The Contractor shall assign to the Contract, as his agent, a competent Superintendent who shall receive instructions from the Director or his authorized representatives. Such superintendent shall be furnished irrespective of the amount of work sublet.

1. The Superintendent shall be capable of communicating with the Director or his authorized representatives, capable of reading and thoroughly understanding the contract documents, and thoroughly experienced in the type of work being performed.

2. The Superintendent shall be on the project site at all times when the work is in progress.

3. The Superintendent shall have full authority to execute the orders or directions of the Director without delay and full authority to supply promptly such materials, equipment, tools, labor and incidentals as may be required.

105.07 COOPERATION WITH UTILITIES.

A. 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.

B. The Contractor shall be responsible for notifying all affected utility companies prior to the necessity of performing any work on their utilities (see Paragraph F below) 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.

C. The Contractor shall be responsible for notifying the Harford County Bureau of Traffic Engineering at least fourteen (14) days prior to laying the final base course and curb and gutter in the vicinity of intersections where traffic signalization may be modified or installed.

D. The Contractor shall also be responsible for notifying the Bureau of Traffic Engineering at least fourteen (14) days prior to laying the final course where traffic installation may be modified or installed. When the Bureau of Traffic Engineering forces are working on site, the Contractor shall schedule his forces so as not to conflict with Traffic Engineering operations.

E. The Contractor shall notify the local Fire Department prior to starting any work involving the removal or relocation of existing fire hydrants.

F. The Contractor shall notify utility companies and their public agencies at least 48 hours before digging.

1. The UTILITY SERVICE PROTECTION CENTER should be called between 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. Emergencies will be processed promptly on a 24-hour basis. The name and number to call is:

MISS UTILITY - 1-800-275-7777

2. Other utilities who are non-participants in MISS UTILITY may also be encountered. It is the Contractor's responsibility to identify all utilities, to inform the proper authority of work near the utility line, and to exercise caution at all times in regard to them.

G. NOTE ON SANITARY SEWERS: To protect against accidental clogging, existing sanitary sewer channels shall be covered within manholes, as directed by the Director, prior to any grubbing or grading operations. This will not be a separate pay item, but shall be included in the cost of other items Bid.

105.08 COOPERATION BETWEEN CONTRACTORS.

A. Separate contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include the following: (1) Arrangement and conduct of work; and (2) Storage and disposal of materials, etc., by each in such manner as not to unnecessarily interfere with or hinder the progress of the work being performed by other contractors. Contiguous work shall be joined in an acceptable manner.

B. 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 the Contract. 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 Director.

C. The Contractor agrees that in event of dispute as to cooperation the Director of Procurement shall act as referee. The Contractor agrees to make no claims against the Administration for any inconvenience, delay or loss experienced by them because of the presence and operations of other contractors.

105.09 AUTHORITY AND DUTIES OF INSPECTORS.

A. 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 or manufacture of the materials to be used.

B. 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. The Inspector 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 Director.

C. The Inspector shall perform his duties at such times and in such manner as will not unnecessarily impede progress on the Contract.

D. 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 Director in any way or releasing the Contractor from fulfilling all the terms of the Contract.

E. Where there is disagreement between the Contractor (or his representative) and the Inspector, such as refusal by the Contractor to use properly approved material, for performing work not in compliance with Plans and Specifications, and/or refusing to suspend work until problems at issue can be referred to and decided by the Director, the Inspector will immediately direct the Director's attention to the issues of disagreement. If the Contractor still refuses to make corrections, comply, or suspend work, the Director 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. As soon as the Inspector is advised of the delivery of the Stop Work Order, the Inspector shall immediately leave the site of the work, and any work performed during the Inspector's absence will not be accepted or paid for and may be required to be removed and disposed of at the Contractor's expense.

105.10 INSPECTION OF WORK.

A. All materials and each part or detail of the work shall be subject to inspection at all times by the Director or his authorized representative, and the Contractor will be held strictly to the materials, workmanship and the diligent execution set forth in terms of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under the Contract. The Director 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.

B. If the Director 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 contract time

and price will be made pursuant to Section 104.05 for the uncovering or removing, and the replacing of the covering or making good of the parts removed.

C. Should the work so exposed or examined prove unacceptable, the uncovering, or removing and replacing, shall be at the Contractor's expense.

D. When the Federal Government, State of Maryland, municipality 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, as well as Federal, State or local regulatory agencies with permit authority relative to the project.

105.11 REMOVAL OF DEFECTIVE WORK.

A. All work and materials which do not conform to the requirement of the contract will be considered unacceptable, unless otherwise determined acceptable under the provisions in Section 105.04.

B. Defective work found to exist -- whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause -- 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 Director.

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

105.12 LOAD RESTRICTIONS.

A. The Contractor shall comply with all Federal, State and local requirements pertaining to speed, size and weight of motor vehicles.

B. The County may indicate in the contract load restrictions on any road or structure within the vicinity of the project.

C. The Contractor shall take into account any and all posted bridges, the crossing of which might be contemplated by the 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.

D. 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 prior to the Contract.

E. The Director shall have the right to limit passage of heavy equipment (plus loads) when such passage or usage is causing apparent or visible damage to embankments, paving, structures or other property.

105.13 MAINTENANCE OF WORK DURING CONSTRUCTION.

A. The Contractor shall maintain the work during construction and until acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times.

B. 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. Material carried by such water and such drainage shall be controlled when necessary to prevent damage to excavation, embankments, surfacing, structures, property and the waters of the State. 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.

C. All cost of maintenance work during construction and before final acceptance shall be included in the price Bid and the Contractor will not be paid additional amount for such work except as otherwise provided.

D. In the event that the Contractor's work is ordered shut down for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire project as provided herein and shall 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.

E. 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 work is accepted by the Director. "RESPONSIBLE", as used here, shall mean the responsibility for restoration and the cost thereof unless otherwise expressly provided for in the contract documents.

105.14 FAILURE TO MAINTAIN THE ENTIRE PROJECT.

Failure on the part of the Contractor, at any time, to comply with the provisions of Section 105.13 above will result in the Director 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 the receipt of such notice, the Director 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.

105.15 ACCEPTANCE.

A. PARTIAL ACCEPTANCE - If, at any time during the performance of the work, the Contractor substantially completes a unit or portion of the work, he may request the Director to make final inspection of that unit or portion. If the Director finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept that unit or portion as being completed, and the Contractor may be relieved of further

responsibility for that unit or portion. Generally, partial acceptance will only be considered when the Director feels that such action is in the public interest. Such partial acceptance shall in no way void or alter any of the terms of the Contract.

B. FINAL ACCEPTANCE - Upon due notice from the Contractor of presumptive completion of the entire project, the Director shall make a construction inspection. If, at such inspection, all construction provided for and contemplated by the Contract is found completed, such inspection shall constitute the Final Inspection. The Director shall make the final acceptance as of that date, and the Contractor shall be notified of such acceptance in writing. After Final Acceptance, the County will assume responsibility for maintenance except where otherwise provided by the Contract.

C. If, however, at any construction inspection following a notice of presumptive completion, any work in whole or in part is found unsatisfactory, the Director shall give the Contractor the necessary instructions as to the work required for final completion and acceptance. The Contractor forthwith shall comply with and execute such instructions. Upon completion of such work, another inspection shall be made which shall constitute the Final Inspection if the said work is found to have been completed satisfactorily. In such event, the Director shall make the Final Acceptance, the County will assume responsibility for maintenance except where otherwise provided by the Contract.

105.16 CLAIMS.

A. Subject to, and without in any way enlarging or limiting the other provisions of the Contract (and unless otherwise specifically prescribed in the Contract), any claim of Contractor against the County for extension of time, extra compensation or damages (whether under the Contract or otherwise) shall be conclusively deemed to have been waived by Contractor unless said claim is set forth in writing, accompanied by itemized supporting data specifically identifying the basic elements of cost that Contractor claims to have incurred or claims that he will incur, and filed with the Director within thirty (30) days after the conditions upon which said claim is based became known, or should have become known, to the Contractor.

B. As used herein, "CLAIM" means a written demand or assertion by either of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief arising under or relating to the Contract.

1. A voucher, invoice or request for payment that is not at issue when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, either as to liability or amount, it may be converted to a claim for the purpose of this clause.

2. A claim by a Contractor shall be made in writing and submitted to the Director for decision. A claim by the County shall be the subject of a decision in like manner.

C. The Director as Referee, shall decide any and all claims. The written decision of the Director shall be final and binding unless disputed in writing to the Director of Procurement within thirty (30) days of delivery to the parties.

105.17 DISPUTES.

A. Subject to, and without in any way enlarging or limiting the other provisions of the Contract, the parties to any agreement which adopts by reference these Specifications, may appoint the Director of Administration as "Arbiter" pursuant to the Maryland Uniform Arbitration Act.

B. The parties further grant the Director of Administration the right to delegate this responsibility and authority in writing to a Registered Professional Director, independent of the Department of Public Works, or to any other independent person, agency or association.

C. The decisions of the "Arbiter" shall be final and binding on both parties, subject only to such appeals as are established by the Maryland Uniform Arbitration Act.

D. No dispute is to be brought before the Director of Administration under this provision which has not first been reviewed and decided by the Director and Director of Procurement, serving as referees.

SECTION 106 - CONTROL OF MATERIAL

106.01 GENERAL.

The materials used on the work shall meet all quality requirements of the Contract. All materials used in the work will be subject to control, assurance and acceptance testing.

106.02 NOTICE REQUIRED.

The Contractor shall notify the Director in writing of the sources from which he proposes to obtain all materials and the location and ownership of those plants or fabricating shops at which materials for the project will be processed. To expedite the inspection and testing of materials and the approval of sources, plants and shops required for completion of the project, this Notice shall be delivered to the Director as soon as possible after receipt of Notification of Award and prior to the Notice to Proceed.

106.03 APPROVAL OF SOURCES.

A. The Director will inform the Contractor as to the acceptability of each material source as soon as an evaluation of the proposed sources can be made.

B. No material may be incorporated into the work until approval of the source has been given. Delivery of material to the job site made prior to approval is at the Contractor's risk, and the material is subject to immediate

removal at no cost to the County if it is determined that the source is not acceptable.

C. Material sources may be rejected even though prior samples meet the applicable Specifications where it is evident that the material tends to be of marginal quality as compared to the specification limits in one or more of its properties.

D. All source approvals are made subject to continuing production of materials meeting the Specifications. Where this condition is not met, the approval of any source may be withdrawn by the Director.

106.04 APPROVAL OF PLANTS OR SHOPS.

A. The Director will inform the Contractor as to the acceptability of each proposed plant or shop as soon as an evaluation can be made.

B. No material is to be processed, fabricated or shipped by or from these plants or shops until this approval is given. The Contractor is to hold the County harmless from any costs incurred prior to such approval.

C. Plant and shop approvals are made subject to continuing production of materials meeting the Specifications. Where this condition is not met, the approval of any plant or shop may be withdrawn by the Director at any time.

D. Approval of a plant for proportioning, batching or mixing will be contingent upon the availability of a plant laboratory suitable to, and for the exclusive use of, the Director or Inspector. Testing by the Director or Inspector shall not be considered as a replacement for control testing conducted by the Contractor or manufacturer producing materials for the Contract.

106.05 SAMPLES AND TESTS.

All materials used in the work will be inspected, sampled and tested in accordance with the most recently published standard, tentative or interim methods of AASHTO or ASTM which were current on the date of advertisement for Bid, UNLESS other requirements are set forth or cited elsewhere in these Specifications or Special Provisions.

106.05.01 Assurance and Acceptance Testing.

A. Materials from approved sources, plants or shops will be subject to Assurance and Acceptance Testing by the Director at such locations with such frequency as he deems appropriate.

B. The point or points of sampling will be those points at which required physical or chemical properties are to be met. It is intended that insofar as it is practical, these points will be the points in the productive process just prior to inclusion into the work or into combination with other materials. It is also intended that a sampling and testing be conducted in such a manner and at such points as to minimize interference with the maintaining of an efficient schedule by the Contractor. Where the nature of the work precludes the attainment of both of these ends simultaneously, the

Director will designate the points of sampling in a manner so as to insure that specifications are met.

C. Although it is required that all materials will conform to the specified values for all properties, the Director may designate different points of sampling and different sampling intervals for separate characteristics of any material.

D. The Contractor will assist in the sampling of materials and will make provision for safe and reasonable access.

E. Where possible, the Director may elect to sample and test lots of material at the point of manufacture. In this event, lots may be given approval and so marked by the Director where practical. This procedure assumes that consistent production and appropriate storage, handling and shipping practices will be maintained by the manufacturer, the hauler and the Contractor. Such approval does not preclude subsequent inspection, sampling and testing of materials at the job site.

F. Acceptance or rejection shall be predicated on inspection and/or testing of materials or material samples on or from the job site where results differ with assurance test results of the same materials at other locations.

G. The Director may refuse to carry out resampling and testing of materials which have been shown to be defective by normal sampling and testing routines where the Contractor or manufacturer is not providing adequate control testing.

106.05.02 Certificate of Compliance.

A. The Director may permit use of certain materials or assemblies prior to sampling and testing if they are accompanied by a Certificate of Compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The Certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a Certificate of Compliance in which each lot is clearly identified.

B. Materials or assemblies used on the basis of a Certificate of Compliance may be sampled and tested at any time. If found not to conform to the contract requirements, they will be subject to rejection whether in place or not.

C. The form and distribution of Certificates of Compliance will be as approved by the Director.

D. The Director is under no obligation to accept or permit the use of materials on the basis of a Certificate of Compliance.

106.05.03 Verification of Testing Machines.

Testing machines will be verified at least once a year in accordance with the appropriate AASHTO standard in effect on the date of advertisement for Bid unless other requirements are set forth or cited elsewhere in the Specifications or Special Provisions. The Director may require verification on demand.

106.06 STORAGE OF MATERIALS.

Materials shall be so stored as to assure the preservation of their quality and acceptability for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be so located as to facilitate their prompt inspection. Approved portions of the right-of-way or project site may be used for storage purposes and for the placing of the Contractor's plant and equipment. Such storage areas must be restored to their original condition by the Contractor at his expense. Any additional space required must be provided by the Contractor at his expense and subject to approval by the Director.

106.07 HANDLING OF MATERIALS.

Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.

106.08 UNACCEPTABLE MATERIALS.

A. Materials represented by samples taken, tested in accordance with the specified tests, and failing to meet required values shall be considered to be defective regardless of prior tests or approvals.

B. Unless otherwise allowed by the Director as set forth below, defective materials will be removed from site with any tags, stamps or other markings implying conformance with specifications removed or obliterated.

C. Where defects can be corrected, the Contractor may propose to the Director such corrective action as the contractor deems appropriate. The Director may approve the corrective action, but in so doing, he does not assume responsibility for the success thereof. Retests will be made to determine the acceptability of the material after corrective measures have been taken. No person other than the Director may change any provision of the Specifications or the Contract without written authorization.

D. The cost of replacing, correcting and/or removal of defective material will be the responsibility of the Contractor.

E. The cost of repairing or replacing other materials damaged by the installation, correction and/or removal of defective materials will be the responsibility of the Contractor.

106.09 FURNISHED MATERIAL.

A. The Contractor shall furnish all materials required to complete the work except those specified to be furnished by the County. Materials furnished by the County will be delivered or made available to the Contractor at the point or points specified in the Special Provisions. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the Contract Price for the item in connection with which they are used.

B. The Contractor will be held responsible for all materials delivered to him, and deductions will be made from any monies due him to make good any

shortages and deficiencies from any cause whatsoever, for any damage which may occur after such delivery, and for any demurrage charges.

C. Where materials are supplied by the County and incorporated in the contract work by the Contractor, materials inspection and acceptance will not be a prerequisite for acceptance of the final product as the product pertains to these items.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 LAWS TO BE OBSERVED.

A. The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations, as well as all orders and decrees of bodies or tribunals having any jurisdiction or authority, which affect those engaged or employed on the work in any manner or which affect the conduct of the work in any way.

B. The Contractor shall observe and comply with all such laws, ordinances, regulations, orders and decrees at all time. The Contractor shall protect and indemnify the County and its representatives against any such claim or liability arising from, or based on, the violation of any law, ordinance, regulations, order or decree, whether violated by the Contractor, the Contractor's employees, or by subcontractors.

107.02 PERMITS AND LICENSES.

A. Permits Necessary in Conduct of Contractor's Business

Such permits, licenses and insurance as may be necessary to comply with federal, state or local laws in the conduct of the Contractor's business activities shall be provided by the Contractor. The costs shall be incidental to and included in the price of items Bid.

B. Permits Necessary to Construction of Project

1. Such permits as may be necessary in order to comply with federal, state or local laws authorizing construction of the proposed work shall be provided by the County. The cost incurred in compliance shall be incidental to and included in the price of items Bid.

2. Such permits as may be necessary in order to comply with federal, state or local laws relative to the Contractor's construction activities, operations and options shall be provided by the Contractor. The costs shall be incidental to and included in the price of items Bid.

C. Notices Required

The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the work pursuant to all permits and licenses. The cost shall be incidental to and included in the price of items Bid.

107.03 PATENTED DEVICES, MATERIALS AND PROCESSES.

If the Contractor is required or wants 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. Prior to final acceptance of the work, the Contractor shall supply the County proof acceptable to the Director, from the patentee or owner that the legal agreement between the Contractor and the patentee or owner has been fulfilled or final payment shall be subject to retainage by the County. If no such agreement is made or filed as noted, the Contractor and the surety shall indemnify and save harmless the County, or any affected third party, from any and all claims or infringement by reason of the use of any such patented design, device, materials or process, or any trademark or copyright and shall indemnify, protect and save harmless the County, its officers, agents and employees with respect to any claim, action, cost or judgment for patent, trademark or copyright infringement arising out of purchase or use of materials, construction supplies, equipment or services covered by this contract, including all legal costs incurred and all other costs which may be incurred by him.

107.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS.

It is a condition of each Contract, and shall be made a condition of each Subcontract entered into pursuant to a 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 employee's health or safety, as determined under the following standards and regulations:

A. FEDERAL CONSTRUCTION SAFETY AND HEALTH STANDARDS AND REGULATIONS promulgated by the United States Secretary of Labor and in accordance with Section 107 of the Contract Work Hours and Safety Standard Act (83 Stat. 96) - Title 29, Part 1926 (formerly Part 1518), Code of Federal Regulations, as amended.

B. STATE CONSTRUCTION SAFETY AND HEALTH STANDARDS AND REGULATIONS promulgated by the Maryland State Commissioner of Labor and Industry in accordance with the Maryland Occupational Safety and Health Act - Article 89, Sections 28 through 49A inclusive, Annotated Code of Maryland, as may be amended from time to time.

107.06 PUBLIC CONVENIENCE AND SAFETY.

The Contractor, at all times, shall conduct the work in such a manner as 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 improvement shall be provided for.

A. Material stored upon the project shall be placed so as to cause a minimum of obstruction to the public.

B. Sprinkling shall be done at the direction of the Director.

C. The Contractor, unless otherwise specified, shall provide and maintain in passable condition such temporary access roads and bridges as may be necessary to accommodate traffic diverted from the project under construction or using the project under construction, and the Contractor shall provide and maintain in a safe condition temporary approaches to and crossings of the project.

D. 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.

E. Existing mailboxes shall be maintained or reset in positions accessible to the public and to mail deliveries during construction and are to be left or set in their final location in a satisfactory manner on completion of construction.

F. On 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 by the Contractor in an approved manner.

G. Where deemed practical by the Director, 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 fifteen (15) feet of any such hydrant.

H. Where deemed practical by the engineer, work closed down for the winter, or any any other times, shall be left entirely accessible at all points to fire apparatus.

I. All footways, gutters, sewer inlets and portions of the project adjoining the work under construction shall not be obstructed more than is absolutely necessary.

107.07 PUBLIC NOTICE.

When required by and detailed in the Special Provisions, the Contractor shall provide and place two (2) IMPROVEMENT signs for Public Notice immediately upon Award of Contract or fourteen (14) days before starting construction. The location of the signs shall be as designated on the drawings or as directed by the Director.

107.08 MAINTENANCE OF TRAFFIC.

Unless otherwise noted in the Special Provisions, it shall be the Contractor's responsibility to maintain pedestrian and vehicular traffic safety adequately and continuously on all portions of existing facilities affected by the work. In addition to existing facilities undergoing improvement, this responsibility also extends to crossroads, approaches, crossovers and entrances affected or made necessary by the work.

107.08.01 Flagging Motor Vehicle Traffic.

For all construction contracts requiring the 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".

107.08.02 Barricades and Warning Signs.

A. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices; and the Contractor shall take all necessary precautions for the protection of the work and the safety of the public.

B. The Contractor shall erect Warning Signs, in advance, at any place on the project where operations may interfere with the use of the facility by vehicular traffic and at all other points where the 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". Signs must be freshly painted before being placed on any project. No work may begin or be done unless an adequate number of signs of the proper category are in place.

C. Where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular traffic, the Contractor, at the direction of the Director, shall provide suitable barriers to the extent determined by the Director.

107.08.03 Detours.

A. Where it has been established that traffic cannot be maintained, specific information relative to the use of detour routes and working restrictions, if any, will be included in the Special Provisions. The Contractor, under other conditions, may request the Director to consider a detour route as a change in the Contract.

B. Before using a specified or approved detour route, the Contractor shall notify the Department of Public Works seven (7) days in advance of road closure. The Department of Public Works will issue a road closure permit notifying the necessary government agencies.

107.09 PRESERVATION AND RESTORATION OF PROPERTY.

A. The Contractor shall not enter upon public or private property (outside of the right-of-way or project area) for any purpose without obtaining permission; and the Contractor shall be responsible for the preservation of all public and private property, trees, monuments, signs, markers and fences thereon, using every precaution necessary to prevent damage or injury thereto.

B. All County signs and markers that are affected by the work shall be carefully removed when grading operations begin and delivered to the Bureau of Traffic Directoring. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures; the Contractor

shall carefully protect from disturbances or damage all land monuments and property markers until the Director has referenced their location, and the contractor shall replace them as directed.

C. 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 manner or method of executing said work or, at any time, due to defective work or materials. 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 in an acceptable manner, at his own expense, such property to a condition equal to, or similar to, that existing before such damage or injury. If the Contractor fails to restore such property or make good such damage or injury, the Director, on 48 hours notice, may 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 contract.

107.10 POLLUTION CONTROL (Land, Air and Water).

A. The Contractor shall incorporate all permanent erosion control features into the work at the earliest practicable time as required by the contract documents. Temporary pollution control measures, not associated with permanent control features on the project, will be used in the following instances:

1. Before installation of permanent pollution control features;
2. To correct conditions that develop during construction which were not foreseen during design; and
3. To temporarily control erosion that develops during normal construction practices.

B. 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 Director 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.

C. If the Contractor fails to control erosion, pollution and/or siltation, the Director reserves the right to employ outside assistance or to use County forces to provide the necessary corrective measures. All expenses incurred by the Director in the performance of such duties for the Contractor shall be withheld from monies becoming due the Contractor.

Contractors and suppliers must submit evidence to the County that the governing federal, state and local air pollution criteria will be met. This

evidence and related documents will be retained by the County for on-site examination.

107.11 RESPONSIBILITY FOR DAMAGE CLAIMS.

The Contractor shall indemnify and save harmless the County and all its representatives from all suits, actions or claims of any character, including the cost of defense, brought on account of:

1. Any injuries 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 the construction of the improvement;
2. Any act or omission by the said Contractor;
3. As a result of faulty, inadequate or improper temporary drainage during construction;
4. Use, misuse, storage or handling of explosives;
5. Any claims or amounts recovered for any infringement of patent, trademark or copyright;
6. Any claims or amounts arising or recovered under the Workmen's Compensation laws or any other law, by-law, ordinance, order or decree.

B. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from the following:

1. Any act, omission, neglect or misconduct in the manner or method of executing said work satisfactorily;
2. The nonexecution of said work;
3. Defective work or materials.

Said responsibility shall continue until the improvement shall have been completed and accepted.

The Contractor shall conduct operations on the right-of-way of any railroad company fully within the rules, regulations and requirements of the railroad company. The Contractor shall become acquainted with such requirements as the railroad company may demand. The Contractor shall be held responsible for any accidents that may happen to the railroad company as a result of the contractor's operation.

D. 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 the terms of Section 107.13 except from accidents which are attributable to the contractor's negligence.

107.12 LIABILITY INSURANCE.

A. The Contractor shall submit to the Director of Procurement a Certificate of Insurance or Certificates of Insurance for all insurance called for in the contract documents at the time copies of the contract documents are returned for execution by the County. All Certificates shall indicate that Harford County, Maryland, its officers, employees and agents are included as Additional Named Insureds. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be cancelled or materially altered, except after thirty (60) days written notice has been received by the County".

B. All insurance, as set forth in the contract documents, is in addition to, and not in any way in substitution for, the responsibilities of the parties as provided in the contract documents. The receipt, acceptance and/or approval of any insurance by the Director of Procurement shall not be construed as relieving, excusing or limiting the liability or obligations of the Contractor or Surety on the Bonds imposed upon either or both by the provisions of the contract documents.

C. In addition to all insurance called for in the contract documents, until all work has been satisfactorily completed and accepted, the Contractor shall obtain and carry in full force and effect Comprehensive General Liability insurance at the limits of not less than the limits set forth in the Invitation for Bids.

D. Such insurance will protect the Named Insureds from claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

E. Such insurance shall include:

1. Independent Contractors Coverage
2. Completed Operations and Products Liability Coverage (to be maintained for at least two years (2) after completion of the work).
3. Contractual Liability Coverage (blanket).
4. No exclusions pertaining to collapse of or structural injury to any building or structure, damage to underground property, or injury or damage arising out of blasting or explosion shall apply to operation by the Contractor or any Subcontractor in the performance of this contract.

107.13 USE AND POSSESSION PRIOR TO COMPLETION.

At the option of the Director, certain sections of the work may be opened to traffic. In such cases, the completed section will be inspected, tentatively accepted 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. Upon written authorization by the Director, the Contractor may open the road to traffic and cease to maintain barriers and lights, and the Contractor will be relieved of further maintenance of barriers and lights on that portion of the road. In the event the Contractor upon written authorization from the Director opens up a section of highway in advance of completion or in advance of turning the section over to the County for maintenance, either for the convenience of the traveling public or during the winter season while the work is suspended, the Contractor shall restore the shoulder areas, surfacing, or any portion of the work which might be disturbed or damaged because of the action of the traffic and the restoration shall be done at the respective Contract prices for the items involved, or on the basis of a predetermined arrangement entered into by the Contractor and the Director before the performance of the restoration work. If such prior possession or use by the County delays the progress of the work or causes additional expense to the Contractor an equitable adjustment to Contract price or the time of completion will be made and the Contract shall be modified in writing accordingly.

107.14 CONTRACTOR'S RESPONSIBILITY FOR WORK.

A. Until final acceptance of the work by the Director, the Contractor (except as herein provided elsewhere) shall have the charge and care of the work 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 the execution or non-execution of the Contract.

B. Except as herein provided elsewhere, the Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the causes described in section 107.14.A., before final acceptance, and the contractor shall bear the expense thereof.

1. Material lost or structures damaged as a result of faulty temporary drainage during construction or the action of the elements shall be repaired or replaced by the Contractor at no cost to the County.

2. Before final acceptance of the work, the Contractor shall make good or replace at the Contractor's own expense, and as required, any County-furnished material which may be broken or otherwise damaged, lost through fire or theft, or in any way made useless for the purpose and use intended after delivery to the Contractor from the County, even though such breakage, damage, loss or uselessness may have resulted from causes beyond the control of the Contractor.

C. If work is suspended for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the work; provide for normal drainage; and 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 plantings, seedings and soddings furnished under this contract and shall take adequate precaution to protect new growth and other important vegetative growth against injury.

107.15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES.

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

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

C. If utility services are interrupted as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service.

D. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.16 RESPONSIBILITY FOR RIGHT-OF-WAY.

A. The right-of-way (or construction site) as shown on the drawings has been, or will be, secured by Harford County and will be available to the Contractor before construction.

B. The Contractor shall not move any equipment or material in or on the right-of-way until authorized to do so by the Director. The Contractor shall confine his operations strictly within the limits of the rights-of-way shown unless he obtains the written permission of the owner of such additional lands as he proposes to occupy. A copy of the written permission shall be furnished to the Director.

C. 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 fall a tree or trees with a butt diameter in excess of three (3) inches from a construction strip, he shall provide a copy of this written permission to the Director.

D. 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.

E. Unless otherwise provided in the contract documents, the Contractor is to preserve and protect, remove and replace, or restore fences, mail boxes,

sidewalks, driveways, shrubs, perennial plants, or other private improvements in rights-of-way identified as construction strips or easements of any kind.

F. Property pipes, stones or monuments within rights-of-way are to be preserved and protected by the Contractor until survey references are established by the Director. The County shall restore property pipes, stones or monuments thus referenced without cost to the Contractors.

G. On completion of the work, the Contractor shall restore the rights-of-way provided to a condition equivalent to that originally encountered, unless improved by the work completed or specified. Property used by the Contractor under letter of permission or property which has been damaged shall be restored pursuant to the letter of permission or to the satisfaction of the property owner without expense to the County.

H. No arrangements will be made by the County for rights-of-way or rights of access beyond those shown to all Bidders. Any costs relative to additional rights-of-ways, rights of ingress and egress, or any other supplemental property rights are considered to have been accounted for in the price of items Bid.

107.17 PERSONAL LIABILITY OF PUBLIC OFFICIALS.

A. In carrying out any of the provisions of the Contract, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the County Executive or other authorized representative, 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.

B. In addition, the Director or authorized representatives shall be held harmless, free of liability and duress, in the exercise of those duties and obligations as inspector, witness, referee or arbiter, by both parties in their mutual best interest.

107.18 NO WAIVER OF LEGAL RIGHTS.

A. The County shall not be precluded or stopped by any measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing:

1. The true amount and character of the work performed and materials furnished by the Contractor;
2. That any such measurement, estimate or certificate is untrue or is incorrectly made; nor
3. That the work or materials do not, in fact, conform to the Contract.

B. The County shall not be precluded or stopped (notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith) from recovering from the Contractor or Contractor's Sureties, or both,

such damage as it may sustain by reason of failure to comply with the terms of the Contract.

C. Neither the acceptance by the County, nor 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 damage.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 SUBCONTRACTING.

A. Except as may be provided elsewhere in the Contract, the Contractor to whom a contract is awarded shall perform with the Contractor's own organization and with the assistance of workmen under the Contractor's immediate supervision, work of a value of not less than 50 percent of the total original value of the Contract. The Director of Procurement may permit the Contractor to sublet work in excess of the 50 percent limitation where it is shown that the best interest of the County will be promoted thereby.

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

108.02 NOTICE TO PROCEED.

A. After the Contract has been executed, the County will, within the time limit specified by the County elsewhere in the contract documents, issue to the Contractor a "Notice to Proceed" and this notice will stipulate the date on or before which the Contractor is expected to begin work. The specified contract time shall begin on the day work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts or on the day stipulated in the "Notice to Proceed," whichever is earlier. Any preliminary work started, or materials ordered, before receipt of the "Notice to Proceed," shall be at the risk of the Contractor, unless otherwise directed by the County to do so.

108.03 PROSECUTION OF THE WORK.

A. The Contractor shall notify the Director at least 48 hours before starting work and shall begin work promptly within the time specified by the Director.

B. After the work has been started, it shall be prosecuted continuously on all acceptable working days, without stoppage, until the entire contract is complete.

C. Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the Director of his intention to stop. The Contractor shall also notify the Director at least 24 hours before resuming operations. Said notification shall be confirmed in writing.

108.04 PROGRESS SCHEDULE.

A. Unless otherwise directed by the Director, within 30 days after Award of Contract, the Contractor shall furnish the Director a Progress Schedule showing the proposed order of work and indicating the time required for the completion of the work. Said Progress Schedule shall be used to establish major construction operations and to check on the progress of the work. The Contractor shall submit revised Progress Schedules as directed by the Director.

B. If the Contractor fails to submit the Progress Schedule within the time prescribed, or the revised schedule within the requested time, the Director may withhold approval of Progress Payment Estimates until such time as the Contractor submits the required Progress Schedule.

C. If, in the opinion of the Director, the Contractor falls significantly behind the approved Progress Schedule, the Contractor shall take any and all steps necessary to improve progress. To accomplish this action, the Contractor may have to increase the number of shifts, initiated or increase overtime operations, increase days of work in the work week, or increase the amount of construction plans, or all of them. The Director may also require the Contractor to submit for approval Supplemental Progress Schedules detailing the specific operational changes to be instituted to regain the approved schedule, all without additional cost to the County.

D. Failure of the Contractor to comply with the requirements of the Director under this provision shall be grounds for determination by the Director that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, the Director may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Section 108.08 of these General Provisions.

108.05 LIMITATIONS OF OPERATION.

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

B. No work shall be done on Saturdays, Sundays, or County Holidays without the prior approval of the Director. Except for emergencies, approval to work on Saturdays, Sundays, and County Holidays shall be obtained 24 hours in advance.

108.06 CHARACTER OF WORKERS.

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

B. Workers must have sufficient skill and experience to perform properly the work assigned to them. All workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

C. Any persons employed by the Contractor or by any subcontractor who, in the opinion of the Director, do not perform their work in a proper manner or are intemperate or disorderly shall, at the written request of the Director, be removed forthwith by the Contractor or subcontractor employing such workers and they shall not be employed again in any portion of the work without the approval of the Director.

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

108.07 EQUIPMENT AND METHODS.

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

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

C. When the Contract SPECIFIES that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Director in writing. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, the Contractor may request authority from the Director to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change.

D. If a change is authorized, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with the contract requirements. The Change Order issued shall not result in an increase in contract price or time.

E. If, after trial use of the substitute methods or equipment, the Director determines that the work produced is not in conformity with the contract requirements, the Contractor shall discontinue the use of the substituted method or equipment and shall complete the remaining construction with the specified methods and equipment. That work produced which was determined to be not in conformity with the contract requirements will be subject to the orders of the Director pursuant to General Provision 105.04.

108.08 SUSPENSION OF WORK.

The Director shall have the authority to suspend the work, wholly or in part, for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the proper prosecution of the work, or for such time as is necessary because the Contractor has failed to carry out orders given or to perform any and all provisions on the Contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary.

108.09 DETERMINATION AND EXTENSION OF CONTRACT TIME.

A. The Contractor shall complete the work contracted for in an acceptable manner within the time stated in the Contract.

B. The number of days allowed for the completion of the work included in the Contract will be fixed by the County, will be stated in the Bid and Contract, and will be known as the CONTRACT TIME.

C. WORKING DAY BASIS - When the Contract Time is on a Working Day basis, the Director will make available to the Contractor on the Daily Reports a record of the Contractor's determination for that day and cumulative days charged. The Contractor will be allowed one week in which to protest and thirty (30) days in which to file a written statement, setting forth in what respect said time charges are incorrect. Otherwise, the record shall be deemed to have been accepted by the Contractor as correct.

D. CALENDAR DAY BASIS - When the Contract Time is on a Calendar Day basis, it shall consist of the number of calendar days stated in the Contract, including all Sundays, holidays and non-work days, but excluding all calendar days elapsing between the effective dates of any orders of the Director to suspend and resume operations. All overrun in time on or beyond the calendar date set in the Bid will be counted on a calendar day basis.

E. Where the final cost of the work performed, less the cost of contract modifications which include a contract time adjustment (not final cost), exceeds the total cost in the Bid, the contract time allowed for performance will be increased in the same ratio as the net final cost shall bear to the total cost in the Bid.

F. If the Contractor finds it impossible to complete the work within the Contract Time as specified or as extended in accordance with the provisions in this Section, the Contractor may, at any time prior to the expiration of the Contract Time as extended, make a written request to the Director for an extension of time, setting forth therein the reasons which the Contractor believes will justify the granting of the Contractor's request. If the Director finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not by way of limitation any actual hindrances and/or delays to the work attributable to

lack of reasonable prompt and/or efficient action on the part of the County and/or its representatives, the time for completion may be increased in such amount as the conditions justify.

G. In case of total suspensions not due to any fault of the Contractor, no time will be charged.

H. During any partial suspension ordered by the Director, the time charged for work (exclusive of work necessitated by the suspension) shall be determined as follows: the time charged shall bear the same ratio to the total time allowed for the completion of the work as the value of the work done during such time bears to the total value of the contract. However, the resultant number of days to be charged for any particular month will never exceed the number of calendar days for that month, excluding Saturdays, Sundays or official holidays on which no work was performed by the Contractor on a controlling item.

I. Work of an emergency nature ordered by the Director for the convenience of the traveling public or for the production or delivery of materials for storage, if performed during the period of suspension, shall not be charged to the Contract Time.

J. Where conditional acceptance is authorized, and the only item remaining is a landscaping item, completion of which is not immediately possible because such work is out of season, the Director shall temporarily suspend Time Charges from the date of conditional acceptance to the first day of the season specified. EXCEPTION: Time will be charged for landscaping performed out of season if authorized due to unseasonable weather.

K. The Director shall begin charging time on the date established pursuant to General Provision 108.02. Time charges shall cease on the date established pursuant to General Provision 105.15.

108.10 FAILURE TO COMPLETE ON TIME.

A. Time is an essential element of the Contract, and it is important that the work be vigorously prosecuted until completion, as the cost to the County of the administration of the contract, including engineering, inspection, and supervision will increase as the time required for the work is increased.

B. For each day that any work shall remain uncompleted after the expiration of the Contract Time specified (or as amended by extra work, Change Orders and Supplemental Agreements), the sum per calendar day or working day, as the case may be, given in the schedule shown in Section 108.11 (unless otherwise specified in the Bid Form) shall be deducted from any money due the Contractor -- not as a penalty, but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the Contract Time for completion of the work granted under the provision of Section 108.09.

108.11 RESERVED FOR FUTURE USE.

108.12 DEFAULT AND TERMINATION OF CONTRACT.

A. The Director of Procurement shall give notice in writing to the Contractor and the Contractor's Surety in case of delay, neglect or default, specifying the same and establishing a time and place for a meeting with both. Such delay, neglect or default include but are not limited to:

1. Failure to begin the work under the Contract within the time specified in the Notice to Proceed;
2. Failure to carry on the work in an acceptable manner;
3. Failure to perform the work with sufficient workers, equipment or materials to ensure the prompt completion of the work;
4. Failure to perform the work suitably or neglecting or refusing to remove materials or perform anew such work as shall be rejected as defective and unsuitable;
5. Discontinuing the prosecution of the work without authority to do so;
6. Failure to resume work which has been discontinued within a reasonable time after notice to do so;
7. Committing any act of bankruptcy or insolvency; allowing any final judgment to stand against the Contractor unsatisfied for a period of 10 days; making an assignment for the benefit of creditors; or becoming insolvent or declared bankrupt.

B. If, at the meeting with the Contractor and Surety, the Director of Procurement is unable to resolve the issues specified in the Notice and assure the County that the construction will be resumed in good faith, either by the Contractor or through the good offices of the Surety, or if the Contractor and Surety, or either one, fails to meet as specified in the Notice, then the County shall, upon written notice of the Director of Procurement of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor.

C. The County may appropriate or use any or all materials and equipment intended to be incorporated in the Contract as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in their opinion shall be required for the completion of said contract in an acceptable manner.

D. All additional costs and charges incurred by the County, together with the cost of completing the work under contract, shall be deducted from any monies due or which may become due and said Contractor. If the expense so

incurred by the County is less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and if such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the County the amount of said excess.

108.13 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY.

A contract will be considered as successfully fulfilled when:

- A. The work has been completed in accordance with the terms of the Contract;
- B. Final acceptance has been made;
- C. Final payment has been authorized;
- D. The Contractor and the Surety have complied with all obligations; and
- E. Final payment has been made.

SECTION 109 - PAYMENT

109.01 SCOPE OF PAYMENT.

A. Payments to the Contractor will be made for the actual quantities of contract items performed in accordance with the Plans and Specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the contract unit prices will still prevail, except as provided in General Provisions 104.03 or contract modifications.

B. Except as herein provided, the Contractor shall accept the compensation as herein provided:

1. In full payment for furnishing all materials, labor, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract;
2. For all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work and until its final acceptance by the Director;
3. For all risks of every description connected with the prosecution of the work; and

4. For all expenses incurred in consequence of the suspension of the work as herein authorized.

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

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

E. When requested in writing by the Contractor and approved by the Director, payment allowance will be made for non-perishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site. Material for which payment has been made, wholly or partially, shall not be removed from storage except for incorporation into the work.

F. Payment to the Contractor under this section for materials on hand shall not be construed as acceptance by the County of title of the material. Title shall remain with the Contractor until the project has been completed and accepted in accordance with General Provision 105.15.

109.02 MEASUREMENT OF QUANTITIES.

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

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

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

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

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

All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans.

The term gage when used in connection with the measurement of uncoated steel sheet and light plates shall mean the U.S. Standard Gage, except that when reference is made to the measurements of galvanized or aluminum sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing, the term gage shall mean that specified in AASHTO M36, M167, M196 or M197.

When the term gage refers to the measurement of wire, it shall mean the wire gage specified in AASHTO M32.

The term ton shall mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed on accurate, approved scales. If material is shipped by rail, the car weight may be accepted provided the actual weight of material only will be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Director directs, and each truck shall bear a plainly legible identification mark.

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

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

Bituminous material will be measured by volume in the railroad tank car, tank truck, distributor tank or drums in which it is delivered. Each railroad tank, tank truck, drum or distributor tank of bituminous material delivered for the project will be measured. The measurements will be taken when the bituminous material is of a uniform temperature and free from air bubbles, and the temperature of the material will be recorded. The volumetric measurement of the bituminous material for these Specifications will be based upon temperature of 60°F. Reference is made to ASTM D1250, Petroleum Measurement Tables, and ASTM D633, Volume Correction Table for Tars. Only the quantity of

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

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

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

When complete structure or structural unit (in effect, lump sum work) is specified as the unit measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time, moving in and moving out costs, if any, and necessary traveling time of the equipment within the limits of the project except when special conditions make some other method of measurement desirable.

109.03 PAYMENT ALLOWANCES.

When the Contractor requests payment allowance for materials in accordance with Section 109.01, E outlined above, the following terms and conditions will apply:

A. For superstructure members delivered on the project site, an allowance of 100 per cent of the material cost plus freight charges as invoiced may be made. The allowance will be based upon validated invoices or bills for such material including freight charges, and a copy thereof shall be made a part of the documented records for the projects.

B. For reinforcing steel, piling, pipe, guardrail, signs and sign assemblies, and other nonperishable material in storage on the project, but excluding aggregates, cement, seed, plants, fertilizer or other perishable items, an allowance of 100 per cent of the invoiced cost of the material plus freight charges to the Contractor may be made when such material is delivered and stockpiled at the project site, provided, however, that all such material will have been tested by the Administration and found to have met the Specifications or have been accepted under an approved certification program prior to such an allowance.

C. No allowance will be made for fuels, form lumber, falsework, temporary structures or other materials of any kind which will not become an integral part of the finished construction.

D. Material for which payment has been made, either wholly or partially, shall not be removed from the approved location until such time that it is to be incorporated into the work, unless authorized by the Director.

E. The following prerequisites must accompany the written request for payment:

- (1) consent of Surety specifying the material type and the Item(s) in which the material is to be used;

- (2) validated invoices or bills for the material;
- (3) a notarized statement from the Contractor attesting that the invoices, as submitted do not include charges and/or fees for placing, handling, erecting or any other charges and/or markups other than the actual material cost, sales tax(es) if applicable, and freight charges;
- (4) bills of lading showing delivery of the material;
- (5) inspection test reports, certifications and/or a written statement from the Inspector attesting to the inspection and approval of the material.

Upon receipt of the above by the Director and verification by the Inspector that the material is stored at the approved location, the Director will authorize payment based upon the invoices.

Copies of all pertinent data shall be made and distributed to the Inspector for retention as part of the documented records for the project.

No payment for stored material will be made if it is anticipated that the material will be incorporated into the work within 30 days of the written request.

109.04 FORCE ACCOUNT WORK.

When the Contractor is required to perform work as a result of changes to the Contract for which there are no applicable unit prices in the Contract, the Director and the Contractor shall make every effort to come to an agreed price for the performance of such work. If an agreement cannot be reached, the Director may, in writing, order the work done on a Force Account basis, to be compensated in accordance with the following:

A. **LABOR** - For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to 65% of the total labor sum. No additional allowance will be considered for Bond, insurance, taxes or other fringe benefits. Superintendent's time will not be allowed.

B. **MATERIAL** - For material accepted by the Director and used for the work, the Contractor shall receive the actual cost of such materials delivered to the site. This cost includes transportation charges paid by the Contractor, exclusive of machinery rentals, to which cost shall be added an amount equal to 20 percent plus the prevailing Maryland State sales tax.

C. SUBCONTRACTORS

1. When an item of work is performed on a Force Account basis by a subcontractor who is approved for

this work by the Director, an amount equal to 10 percent of the total cost shall be added to the final payment for such Force Account work.

2. The amount of compensation thus realized by the additional 10 percent of the cost of the work performed shall be considered as full compensation to the Prime Contractor for the administration of the work performed by the subcontractor under the Force Account basis.

3. No additional compensation will be allowed unless the Contract embraces work requiring the use of particular trades or specialty subcontractors to do the work. The assignment of work from one contractor to another to equalize their work loads does not qualify the Contractor to whom the work has been assigned as a subcontractor under the intent of these Specifications.

D. EQUIPMENT - For any machinery or special equipment approved for use (other than small tools), including fuel and lubricant., the Contractor shall receive the rental rates and operating cost agreed upon in writing before such work is begun for the actual time such equipment is authorized on the work. The rental rate and operating cost, including fuel and lubricant but excluding operators, shall be the current rates from the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide Book Company.

1. Rental rate shall be based on the weekly rate converted into hours. To compute hourly rate, use:

8 hours per day
40 hours per week
176 hours per month

2. Both rental rate and operating rate will be subject to area adjustment per the Rental Rate Blue Book for Construction Equipment. No other allowances or additions will be paid.

3. Rental rate will be applied to both idle time and operating time authorized. Operating rate will be applied to operating time only.

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

F. COMPENSATION--The compensation as set forth above shall be received by the Contractor as payment in full for extra work done on a Force Account basis. At the end of each day, the Contractor's representative and the Inspector shall compare records of the cost of work as ordered on a Force Account basis.

G. STATEMENTS--

1. No payment will be made for work performed on a force account basis until the Contractor furnishes the Director duplicate itemized statements of the cost of such force account work detailed as to the following:
 - a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman;
 - b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment;
 - c. Quantities of materials, prices and extensions;
 - d. Transportation of materials.

2. Payments of the items listed above shall be accompanied by original receipted invoices for materials used and transportation charges. However, if materials used in the Force Account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify:

- (a) that such materials were taken from his stock;
- (b) that the quantity claimed was actually used; and
- (c) that the price and transportation of the material as claimed represent actual cost.

109.05 PARTIAL PAYMENTS.

109.05.01 Current Estimates.

A. LUMP SUM CONTRACTS--If requested by the Director, the Contractor shall furnish an acceptable breakdown of the Lump Sum Contract Price showing the amount included therein for each principal category of the work. Said breakdown shall be in such detail so as to provide a basis for estimating monthly progress payments.

B. MONTHLY ESTIMATES--Each month, the County will pay the Contractor for the contract value of the work satisfactorily performed during the preceding calendar month, less five (5) percent.

1. When, in the opinion of the Director, the Contractor is not making satisfactory progress or for other specific cause, the Director may within his discretion require the withholding of additional amounts up to, but not exceeding, ten (10) percent of the dollar value of all work satisfactorily completed to date.
2. Current estimates will be based upon the Engineer's estimate of quantity (including materials and/or equipment complete in place) satisfactorily performed.
3. For lump sum items, the Engineer's estimate shall be the proper fraction of the lump sum items satisfactorily performed during preceding month.
4. All quantities, estimates and fractions will be reasonably accurate approximations and are subject to correction: (a) in subsequent current estimates; (b) in any semi-final estimate; and (c) in final payment.
5. Any and/or all partial payments may be withheld in the event requirements of the Specifications have not been complied with by the Contractor.
6. Should either the Director or the Contractor be of the opinion that any estimates, quantities and/or fractions (either as to an individual current estimate or accumulations thereof) do not represent a reasonably accurate approximation of actual work, then details questioned shall be reviewed and then any corrections adjusted for in the next current estimate.

109.05.02 Semi-Estimate Payments.

A. PAYMENT--On completion of the project and the acceptance by the County of the project for maintenance, the County, at the Contractor's request and with the consent of Surety, will pay the Contractor, within 45 calendar days of said request, what is hereby known as a Semi-Final Estimate Payment.

B. PARTIAL ACCEPTANCE--When the project is substantially completed and only inconsequential or minor work items remain, a semi-final inspection shall be made. If the Director finds the work completed to be satisfactory, there is deemed to be partial acceptance on the entire project except for the uncompleted work items. Items covered by the above are: painting, seeding, mulching or planting which cannot be completed for an extended period of time because of seasonal or weather conditions. Upon such partial acceptance, the County, on request of the Contractor and with consent of Surety, shall pay to the Contractor within 45 days from partial acceptance a Semi-Final Estimate Payment.

C. COMPUTATION--The Semi-Final Estimate Payment is based on the apparent estimated value less:

1. Total of all amounts previously paid to the Contractor as previous estimates; and
2. Sums deemed chargeable (including liquidated damages) against the Contractor and, as a retainage, a sum not less than 2 percent of the total value of the Contract. Said retainage is to be not less than Two-Thousand Dollars (\$2,000).

109.06 ACCEPTANCE AND FINAL PAYMENT.

A. When the Contractor has completed a contract and it has been finally accepted in accordance with General Provision 105.15, the County will promptly proceed:

1. To make any necessary final surveys;
2. To complete any necessary computation of quantities; and
3. To submit to the Contractor within 60 days after final completion and acceptance of the project, for his consideration, a tabulation of the proposed final quantities. This tabulation shall be accompanied by a statement setting forth: (a) the additional work performed under Change Orders and/or Supplemental Agreements; (b) the authorized extension of time; (c) the number of days which have been charged against the Contractor as having been used to complete the Contract; and (d) any deductions, charges or liquidated damages which have been made or imposed.

B. The Contractor shall then have a period of twenty (20) calendar days, from the date upon which he received the aforementioned tabulation from the County, in which:

1. To decide whether or not he will accept final payment upon such a basis, and
2. To notify the County, in writing, of his decision.

The Contractor may request an additional period up to ten (10) days in which to notify the County of his decision. In the event the Contractor notifies the County that he protests final payment on such a basis, that notification shall outline the reason(s) for said protest.

C. Upon receipt of a notification of acceptance as provided for in Paragraph B above, the County shall prepare the Final Estimate and Final

Payment Forms and submit to the Contractor. These forms shall show all data noted in Paragraph A above, together with deductions for all prior payments. The Contractor shall execute these forms and return them to the County within 30 days from the date they are received for execution and payment. If such signed forms are not received by the County within the specified time, the County will prepare duplicate forms for execution and payment. Such action by the County shall be deemed to constitute acceptance and final payment.

D. If, under the provisions of Paragraph B above, the Contractor notifies the County of his protest and nonacceptance of the data submitted to him, the County shall pay the Contractor a Semi-Final Estimate, or an additional Semi-Final Estimate in the event a Semi-Final Estimate has already been paid based upon the data noted in Paragraph A above, with deductions for all prior payments and a retainage equal to 1-1/2 percent of the total value of the Contract. The acceptance of such Semi-Final Estimate, or additional Semi-Final Estimate, shall not be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for acceptance and Final Payment.

E. In the event the Contractor does not accept the data submitted to him as described in Paragraph A above and/or has outstanding a claim filed in accordance with General Provision 105.16, the Director and the Contractor shall confer at mutually convenient times and endeavor to reconcile all points of disagreement expeditiously.

1. If such reconciliation is accomplished, the County will promptly proceed with acceptance and Final Payment on the reconciled basis and in accordance with provisions of Paragraph C above.
2. If reconciliation is not accomplished within 30 days, the decision of the Director shall be submitted to the Director of Administration as a dispute for arbitration in accordance with General Provision 105.17.

F. All prior partial estimates and payments shall be subject to correction at the time of acceptance and final payment, and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payment forms, and the Contractor hereby agrees that he will reimburse the County for such overpayment within six (6) months of receipt of such advice, and his Surety will not be granted release from obligations under the terms of the contract until reimbursement has been made in full. It is further agreed that the County can withhold the overpayment from other accounts due and payable to the Contractor.

G. Payment for the full apparent value of the contract thus determined shall become due and payable to the Contractor within 90 days after acceptance of the project by the Director for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a General Release of all claims against the County arising out of, or in any way connected with this Contract.

109.07 INTEREST.

Notwithstanding any other provision in this Contract, the Contractor hereby waives the right to predecision interest.

SECTION 110 - RESTRICTIONS AND PERMITS

110.01 RESTORATION OF SURFACES OPENED BY PERMIT.

The right to construct or reconstruct any utility in the highway or to 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.

When ordered by the Director, the Contractor shall make, in an acceptable manner, all necessary repairs due to such openings, and such necessary work will be paid for as extra work, as provided in these Specifications, and will be subject to the same conditions as original work performed.

110.02 RAILROAD HIGHWAY GRADE CROSSINGS AND SEPARATIONS.

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

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 Director of the railroad company and shall be performed at such times and in such 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 in order 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 in the Special Provisions.

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

Prospective Bidders on Contracts crossing railroad right-of-way are advised that the railroad company will 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 so as to ascertain type of insurance required, if any, and make provisions for same in the Bid.

The preceding sentence would particularly apply in the event the Contractor desired to establish a temporary crossing of the railroad property for 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 Bid, 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.

110.03 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 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 the provisions of other applicable Federal, State and local laws and is cautioned to acquaint himself with any pertinent regulations of the Department of Natural Resources, Water Resources Administration.

110.04 USE OF EXPLOSIVES.

The use of explosives will not be permitted adjacent to or on any existing structures unless authorized in writing by the Director. When the 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 watchpersons, flaggers, signs, etc. shall be used to warn motorists during the 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 watchpersons at all times. Explosives shall be stored and handled in conformity with the provisions of the statutes of the State of Maryland and County laws and ordinances.

The Contractor shall notify each public utility company having structures in proximity to the site of the work of his intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

110.05 CULTURAL RESOURCES.

The Contractor should be aware of the potential of cultural resources. During the construction phase, whenever anything that might appear to be a cultural resource of an historical, archeological, or paleontological nature is encountered, such an object shall not be disturbed. Work shall be stopped

and rescheduled in such a way as to avoid not only the objects but also the area of discovery and the Director notified at once. The Director will arrange for the evaluation of the situation by the appropriate authorities and for the ultimate disposition of the matter, taking the evaluation of the situation by the appropriate authorities into consideration. Any change or delays in the scope of the original contract necessitated by this situation shall be covered by the requirements of Section 104.04, Differing Site Conditions.

B. DEVELOPER-FUNDED PROJECTS

SECTION 150 - PROCEDURE FOR IMPLEMENTING DEVELOPMENTS AND GAINING COUNTY ACCEPTANCE OF ROADS AND STORM DRAINS

Developer-funded projects shall be subject to a Public Works Agreement or Subdivision agreement as outlined in the Policy and Procedures Section of the Harford County Road Code.

All new roads and improvements to existing roads to be accepted by the County shall be constructed in accordance with these Specifications and in accordance with the Harford County Design Manual for Roads and Stormdrains.

SECTION 151 APPLICABILITY OF SPECIFICATIONS

All Specifications in this book shall apply to Developer-funded projects except those sections or statements dealing with Measurement and/or Payment.

SECTION 152 - BIDDING REQUIREMENTS AND CONTRACTUAL ARRANGEMENTS.

All bidding procedures and contractual arrangements for Developer-Funded projects shall be strictly between the Developer and the Contractor. Harford County will not be a party to any contract administration, negotiation or enforcement of any Bids or contracts. The County's sole objective is to assure compliance with the Material and Technical Sections of these Specifications. The County shall assume no financial responsibility for the completion or failure to complete the project unless specifically agreed to in writing.

SECTION 153 - SCOPE OF WORK

153.01 INTENT OF PLANS, SPECIFICATIONS AND STANDARDS.

Any contractual arrangement concerning the Contractor and/or the Developer shall be subject to compliance with approved construction drawings, specifications and these County Standard Specifications to assure a complete work acceptable to the County.

153.02 RESPONSIBILITY OF DEVELOPER AND CONTRACTOR.

A. Responsibility of the Developer - The Developer shall be responsible for but not limited to:

1. Administration of contractual arrangements with Contractor;
2. Compliance with requirements of the Public Works Agreement;

3. Compliance with approved construction drawings, specifications, road code and standard specifications.

B. Responsibility of the Contractor - The Contractor shall be responsible for but not limited to the performance of work in compliance with the approved construction drawings and specifications and standard specifications.

153.03 SPECIFICATIONS.

A. The specifications, approved construction drawings and any pertinent supplementary documents are essential parts of the Public Works Agreement and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work.

B. In the event of discrepancies:

Figures (unless obviously incorrect) will govern over scaled dimensions.

1. Special Provisions will govern over approved construction drawings, supplemental specifications, and specifications.

2. Approved construction plans will govern over supplemental specifications and specifications.

4. Supplemental specifications will govern over these specifications.

153.04 DIFFERING SITE CONDITIONS.

A. Before such conditions are disturbed, the Contractor shall promptly notify the Director, the Developer, and the Developer's Engineer verbally and in writing of the following:

1. Any subsurface or latent physical conditions at the site differing materially from those indicated in the approved construction drawings; or

2. Any 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 the approved construction drawings.

B. The Developer's Engineer shall promptly investigate the conditions and report to the Director, the Developer, and Contractor whether such conditions do materially differ. The Developer's Engineer shall then make such corrections and modifications to the construction drawings as may be deemed necessary subject to the approval of the Director for fulfilling the intent of

the specifications. The County shall assume no financial liability in such case.

153.05 CHANGES.

A. Where a request by the County for a change in the work different from the approved construction plans increases the cost for the Contractor or Developer or increases the time required for performance of any part of the work, then an equitable adjustment in the mutual interest of all parties shall be made or the basis shall be set forth for a later determination of an equitable adjustment between the parties.

B. Any change that is requested by the Developer or Contractor shall be subject to approval and review by the Director and any other appropriate agencies at no additional cost to the County.

153.06 UNAPPROVED WORK.

The following work will be considered unapproved work:

1. Work done without approved construction drawings;
2. Work done prior to approval by any appropriate agencies;
3. Work done without approval of the Director on any changes to the approved construction drawings.

SECTION 154 - CONTROL OF WORK

154.01 AUTHORITY OF DIRECTOR.

A. The Director has the authority to:

1. Accept the quality of materials furnished and the work performed in compliance with these Standard Specifications;
2. Approve the manner of performance of work;
3. Interpret any or all Plans and Specifications;
4. Insure acceptable fulfillment of the Public Works Agreement.

154.02 WORK SUSPENSION.

The Director will have the authority to suspend the work wholly or in part because of the following: (1) Failure of the Contractor to correct conditions unsafe for the workers or the general public; (2) Unsuitable weather; (3) Conditions considered unsuitable for the prosecution of the work; or (4) Any other conditions or reasons deemed to be in the public interest.

154.03 SHOP PLANS AND WORKING DRAWINGS.

A. The approved construction drawings will be supplemented by such working drawings (shop plans, etc.) as are necessary to adequately control the work. The Contractor shall provide all necessary and required working drawings. Prior to submission to the County such drawings shall be approved by the Developer's Engineer. The County shall review these supplemental drawings to insure their conformance with the approved construction plans.

B. All working drawings shall have affixed to them the following Certification Statement, signed by the Contractor:

CERTIFICATION STATEMENT

By this submittal, I represent that my firm has determined and verified all field measurements, field construction criteria, materials dimensions and similar data and has checked this drawing for conformance with approved construction drawings.

C. The Contractor shall submit a minimum of five (5) copies of all working drawings on sheets 24 inches by 36 inches for preliminary review. The Director may accept or disapprove such drawings and return the same for revision, in which case, the Contractor shall submit new, additional or revised drawings as required.

D. Acceptance by the Director shall not relieve the Contractor from his responsibility under the terms of the Public Works Agreement.

E. Three copies of approved working drawings will be returned to the Contractor by the Director. No portion of the work requiring a working drawing shall be started, or materials fabricated or installed, prior to the acceptance of the drawings by the Director.

154.04 CONFORMITY WITH APPROVED CONSTRUCTION DRAWINGS.

A. All work performed and all materials furnished shall conform to the approved construction drawings.

B. In the event the Director finds the materials or the finished product in which the materials are used or the work performed do not conform reasonably close to the approved construction drawings or standard specifications and have 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 Developer.

C. In the event the Director finds the materials or the finished products in which the materials are used does not conform with the approved construction drawings but that acceptable work has been produced, he shall then make a determination if the work shall be accepted.

D. For bituminous pavement thickness tolerance, paragraphs A, B, and C of this section apply and are to be implemented as follows:

1. After the pavement is placed and before final acceptance, the average thickness as determined by measuring cores cut on approximately 200-ft intervals (minimum 2 cores) from the pavement must not be deficient by more than one quarter of an inch (0.25 inch) from the required thickness.

2. When a deficiency of one quarter of an inch (0.25 inch) or more is found in any core, supplementary cores shall be taken to define the area (minimum spacing 100 feet). Payment for the deficient area shall be made at a reduced price as specified in the following table:

Core Thickness Deficiency (D)	Proportional Part under the Pavement Item Forfeited (for the deficient area only)
0.0 to 0.25	0%
> 0.25 to 0.5 inches	50%
> 0.5 inches*	100%

*When the thickness of the pavement is deficient by more than one half inch (0.5 in.), immediately remove the area defined and replace it to the full specified thickness or overlay it to the Director's satisfaction, after which pavement bond release will be allowed for the pavement accepted.

3. If the work exposed or examined proves satisfactory, the uncovering or taking out, and the replacing or making good of the parts removed, is paid as extra work. If the work exposed or examined proves deficient, the core drilling, the removing, the replacing and making good, is at the Contractor's expense.

154.05 DISCREPANCIES IN THE APPROVED CONSTRUCTION DRAWINGS.

In the event the Contractor discovers any discrepancies in the approved construction drawings, he shall immediately notify the Director, the Developer, and the Developer's Engineer. The Developer's Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the approved construction drawings with the approval of the Director.

154.06 COOPERATION BY THE DEVELOPER AND/OR CONTRACTOR.

A. The Contractor shall keep one complete set of contract documents available on the project site at all times.

B. The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Director and his inspectors in every way possible.

C. The Developer and/or Contractor shall authorize a representative to take control of the work and shall be available within a reasonable amount of time.

154.07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.

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

B. In the event these materials are used for Borrow, Select Borrow or Special Borrow they shall meet the pertinent materials specifications.

154.08 COOPERATION WITH UTILITIES.

A. The Contractor shall be responsible for notifying all affected utility companies prior to the necessity of performing any work on their utilities (see Paragraph E below) 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.

B. The Contractor shall be responsible for notifying the Harford County Bureau of Traffic Engineering at least fourteen (14) days prior to laying the final base course and curb and gutter in the vicinity of intersections where traffic signalization may be modified or installed.

C. The Contractor shall also be responsible for notifying the Bureau of Traffic Engineering at least fourteen (14) days prior to laying the final course where traffic installation may be modified or installed. When the Bureau of Traffic Engineering forces are working on site, the Contractor shall schedule his forces so as not to conflict with Traffic Engineering operations.

D. The Contractor shall notify the local Fire Headquarters prior to starting any work involving the removal or relocation of existing fire hydrants.

E. The Contractor shall notify utility companies and their public agencies at least 48 hours before digging.

1. The UTILITY SERVICE PROTECTION CENTER should be called between 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. Emergencies will be processed promptly on a 24-hour basis. The name and number to call is:

MISS UTILITY - 800-257-7777 (CALL COLLECT)

2. Other utilities who are non-participants in MISS UTILITY may also be encountered. It is the Contractor's responsibility to identify all utilities, to inform the proper authority of work near the utility line, and to exercise caution at all times in regard to them.

G. NOTE ON SANITARY SEWERS: To protect against accidental clogging, existing sanitary sewer channels shall be covered within manholes, as directed by the Director, prior to any grubbing or grading operations.

154.09 COOPERATION BETWEEN CONTRACTORS.

A. Separate contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include: (1) Arrangement and conduct of work; and (2) Storage and disposal of materials, etc. by each in such manner as not to unnecessarily interfere with or hinder the progress of the work being performed by other contractors. Contiguous work shall be joined in a manner acceptable to the Director.

154.10 AUTHORITY AND DUTIES OF INSPECTORS.

A. 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 or manufacture of the materials to be used.

B. The Inspector is not authorized to revoke, alter or waive any requirements of the Standard Specifications and Approved Construction Drawings, nor is he authorized to approve or accept any portion of the complete project. The Inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Standard Specifications and Approved Construction Drawings. 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 Director.

C. The Inspector shall perform his duties at such times and in such manner as will not unnecessarily impede progress on the work.

D. 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 Director or the County in any way or releasing the Contractor from fulfilling all the terms of the Standard Specifications and Approved Construction Drawings.

E. Where there is disagreement between the Contractor (or his representative) and the Inspector, such as refusal by the Contractor to use properly approved material, for performing work not in compliance with Plans and Specifications, and/or refusing to suspend work until problems at issue can be referred to and decided by the Director, the Inspector will immediately direct the Director's attention to the issues of disagreement. If the Contractor still refuses to make corrections, comply, or suspend work, the Director will prepare and deliver in writing to the Contractor and the Developer, by mail or otherwise, a written order suspending the work and explaining the reason for such shutdown. As soon as the Inspector is advised of the delivery of the Stop Work Order, the Inspector shall immediately leave the site of the work, and any work performed during the Inspector's absence will not be accepted and may be required to be removed and disposed of at the Contractor's or Developer's expense.

154.11 RESERVED FOR FUTURE USE.

154.12 INSPECTION OF WORK.

A. All materials and each part or detail of the work shall be subject to inspection at all times by the Director or his authorized representative, and the Contractor will be subject to inspection at all times by the Director or his authorized representative, and the Contractor will be held strictly to the materials, workmanship and the diligent execution of the work. The Director 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 and Developer as is required to make a complete and detailed inspection.

B. If the Director 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, payment shall be made by the County in accordance with Section 109.06 for the uncovering or removing, and the replacing of the covering or making good of the parts removed.

C. Should the work so exposed or examined prove unacceptable, the uncovering, or removing and replacing, shall be at the Contractor's or Developer's expense.

154.13 REMOVAL OF DEFECTIVE WORK.

A. All work and materials which do not conform to the requirement of the Standard Specs and approved construction drawings will be considered unacceptable, unless otherwise determined acceptable under the provisions in Section 154.04.

B. Defective work found to exist - whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause - 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 Director.

C. Upon failure on the part of the Contractor to comply promptly with any order of the Director made under the provisions of this Section, the Director shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed at the expense of the Contractor or Developer.

154.14 LOAD RESTRICTIONS.

A. The Contractor shall comply with all State and local requirements pertaining to speed, size and weight of motor vehicles.

B. The County may indicate in the contract load restrictions on any road or structure within the vicinity of the project.

C. The Contractor shall take into account any and all posted bridges, the crossing of which might be contemplated in the work. No loads in excess of posted limits will be allowed in the prosecution of the work unless the

required permits are obtained from the appropriate State and local government agencies.

D. 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 prior to the start of work.

E. The Director shall have the right to limit passage of heavy equipment (plus loads) when such passage or usage is causing apparent or visible damage to embankment, paving, structures or other property.

154.15 MAINTENANCE OF WORK DURING CONSTRUCTION.

A. The Contractor shall maintain the work during construction and until acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times.

B. 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. Material carried by such water and such drainage shall be controlled when necessary to prevent damage to excavation, embankments, surfacing, structures, property and the waters of the State. 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.

C. All cost of maintenance work during construction and before final acceptance shall be the responsibility of the Developer or Contractor.

D. In the event that the Contractor's work is ordered shut down for failure to comply with the provisions of the Standard Specifications and approved construction drawings, the Contractor shall maintain the entire project as provided herein and shall 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 Public Works Agreement has been declared in default.

E. 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 work is accepted by the Director. "RESPONSIBLE", as used here, shall mean the responsibility for restoration and the cost thereof unless otherwise expressly provided for in the Public Works Agreement.

154.16 FAILURE TO MAINTAIN THE ENTIRE PROJECT.

Failure on the part of the Contractor, at any time, to comply with the provisions of Section 154.15 above will result in the Director immediately notifying the Contractor and Developer to comply with the required maintenance provisions. In the event that the Contractor and Developer fail to remedy unsatisfactory maintenance within 24 hours after the receipt of such notice,

the Director will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be the financial responsibility of the Developer.

154.17 ACCEPTANCE.

A. PARTIAL ACCEPTANCE - If, at any time during the performance of the work, the Contractor substantially completes a unit or portion of the work, the Developer may request the Director to make final inspection of that unit. If the Director finds upon inspection that the unit has been satisfactorily completed in compliance with the approved construction drawings, he may accept that unit as being completed, and the Developer may be relieved of further responsibility for that unit. Generally, partial acceptance will only be considered with the Director feels that such action is in the public interest. Such partial acceptance shall in no way void or alter any of the terms of the Public Works Agreement.

B. FINAL ACCEPTANCE - Upon due notice from the Developer of presumptive completion of the entire project, the Site Inspector shall make a construction inspection. If, at such inspection, all construction provided for and contemplated by the approved construction drawings is found completed, the Inspector shall issue a Certificate of Completion. Within ten (10) working days of issuance of such certification, the Director shall make a construction inspection. If the Director finds that the work is satisfactorily completed, such inspection shall constitute the final inspection. The Director shall make a final acceptance as of that date and the Developer shall be notified of such acceptance in writing. After final acceptance the County will assume responsibility for maintenance except where otherwise provided by the Public Works Agreement.

C. If, however, at the final inspection any work in whole or in part is found unsatisfactory, the Director shall give the Developer a "punch list", the necessary instructions as to the work required for final completion and acceptance. The Developer shall comply with and execute such instructions within fifteen (15) working days. The Inspector shall verify completion of such work. In such event the Director shall make the final acceptance. The County will assume responsibility except where otherwise provided for in the Public Works Agreement.

154.18 DISPUTES AND CLAIMS.

The County shall not be a party to disputes and claims between the Contractor and the Developer.

SECTION 155 - CONTROL OF MATERIAL

155.01 GENERAL.

The materials used on the work shall meet all quality requirements of this code. All materials used in the work will be subject to control, assurance and acceptance testing.

155.02 NOTICE REQUIRED.

The Contractor shall notify the Director in writing of the sources from which the Contractor proposed to obtain all materials and the location and ownership of those plants or fabricating shops at which materials for the project will be processed. To expedite the inspection and testing of materials and the approval of sources, plants and shops required for completion of the project, this Notice shall be delivered to the Director as soon as possible after payment of the Engineering & Inspection Fees and prior to the pre-construction conference.

155.03 APPROVAL OF SOURCES.

A. The Director will inform the Contractor as to the acceptability of each material source as soon as an evaluation of the sources proposed can be made.

B. No material may be incorporated into the work until approval of the source has been given.

C. Material sources may be rejected even though prior samples meet the applicable material specifications where it is evident that the material tends to be of marginal quality as compared to the specification limits in one or more of its properties.

D. All source approvals are made subject to continuing production of materials meeting the specifications. Where this condition is not met, the approval of any source may be withdrawn by the Director.

155.04 APPROVAL OF PLANTS OR SHOPS.

A. The Director will inform the Contractor as to the acceptability of each proposed plant or shop as soon as an evaluation can be made.

B. No material is to be processed, fabricated or shipped by or from these plants or shops until this approval is given.

C. Plant and shop approvals are made subject to continuing production of materials meeting the Specifications. Where this condition is not met, the approval of any plant or shop may be withdrawn by the Director at any time.

D. Approval of a plant for proportioning, batching or mixing will be contingent upon the availability of a plant laboratory suitable to, and for the exclusive use of, the Director or Inspector. Testing by the Director or Inspector shall not be considered as a replacement for control testing conducted by the Contractor or manufacturer producing materials.

155.05 SAMPLES AND TESTS.

All materials used in the work will be inspected, sampled and tested in accordance with the most recently published standard, tentative or interim methods of AASHTO or ASTM which were current on the date of advertisement for Bid, UNLESS other requirements are set forth or cited elsewhere in this code.

155.05.01 Assurance and Acceptance Testing.

A. Materials from approved sources, plants or shops will be subject to Assurance and Acceptance Testing by the Director at such locations with such frequency as he deems appropriate.

B. The point or points of sampling will be those points at which required physical or chemical properties are to be met. It is intended that insofar as it is practical, these points will be the points in the productive process just prior to inclusion into the work or into combination with other materials. It is also intended that a sampling and testing be conducted in such a manner and at such points as to minimize interference with the maintaining of an efficient schedule by the Contractor. Where the nature of the work precludes the attainment of both of these ends simultaneously, the Director will designate the points of sampling in a manner so as to insure that specifications are met.

C. Although it is required that all materials will conform to the specified values for all properties, the Director may designate different points of sampling and different sampling intervals for separate characteristics of any material.

D. The Contractor and the Developer will assist in the sampling of materials and will make provision for safe and reasonable access to conduct the sampling.

E. Where possible, the Director may elect to sample and test lots of material at the point of manufacture. In this event, lots may be given approval and so marked by the Director where practical. This procedure assumes that consistent production and appropriate storage, handling and shipping practices will be maintained by the manufacturer, the hauler and the Contractor. Such approval does not preclude subsequent inspection, sampling and testing of materials at the job site.

F. Acceptance or rejection shall be predicated on inspection and/or testing of materials or material samples on or from the job site where results differ with assurance test results of the same materials at other locations.

G. The Director may refuse to carry out resampling and testing of materials which have been shown to be defective by normal sampling and testing routines where the Contractor or manufacturer is not providing adequate control testing.

155.05.02 Certificate of Compliance.

A. The Director may permit use of certain materials or assemblies prior to sampling and testing if they are accompanied by a Certificate of Compliance stating that such materials or assemblies fully comply with the requirements of this code. The Certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a Certificate of Compliance in which each lot is clearly identified.

B. Materials or assemblies used on the basis of a Certificate of Compliance may be sampled and tested at any time. If found not to conform to the

contract requirements, they will be subject to rejection whether in place or not.

C. The form and distribution of Certificates of Compliance will be as approved by the Director.

D. The Director is under no obligation to accept or permit the use of materials on the basis of a Certificate of Compliance.

155.05.03 Verification of Testing Machines.

Testing machines will be verified at least once a year in accordance with the appropriate AASHTO standard. The Director may require verification on demand.

155.06 STORAGE OF MATERIALS.

Materials shall be so stored as to assure the preservation of their quality and acceptability for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be so located as to facilitate their prompt inspection.

155.07 HANDLING OF MATERIALS.

Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.

155.08 UNACCEPTABLE MATERIALS.

A. Materials represented by samples taken, tested in accordance with the specified tests, and failing to meet required values shall be considered to be defective regardless of prior tests or approvals.

B. Unless otherwise allowed by the Director as set forth below, defective materials will be removed from site with any tags, stamps or other markings implying conformance with specifications removed or obliterated.

C. Where defects can be corrected, the Contractor may propose to the Director such corrective action as the Contractor deems appropriate. The Director may approve the corrective action, but in so doing, he does not assume responsibility for the success thereof. Retests will be made to determine the acceptability of the material after corrective measures have been taken. No person other than the Director may change any provision of the Specifications or the Contract without written authorization.

D. The cost of replacing, correcting and/or removal of defective material will be the responsibility of the Contractor or the Developer.

E. The cost of repairing or replacing other materials damaged by the installation, correction and/or removal of defective materials will be the responsibility of the Contractor or Developer.

155.09 FURNISHED MATERIAL.

A. The Contractor or Developer shall furnish all materials required to complete the work except those specified to be furnished by the County.

B. Where materials are supplied by the County and incorporated in the work by the Contractor, materials inspection and acceptance will not be a prerequisite for acceptance of the final product as the product pertains to these items.

SECTION 156 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

156.01 LAWS TO BE OBSERVED.

A. The Contractor and Developer shall keep fully informed of all federal, state and local laws, ordinances and regulations, as well as all orders and decrees of bodies or tribunals having any jurisdiction or authority, which affect those engaged or employed on the work in any manner or which affect the conduct of the work in any way.

B. The Contractor and Developer shall observe and comply with all such laws, ordinances, regulations, orders and decrees at all time. The Contractor and Developer shall protect and indemnify the County and its representatives against any such claim or liability arising from, or based on, the violation of any law, ordinance, regulations, order or decree, whether violated by the Developer, the Contractor, the Contractor's employees, by subcontractors, or by their agents.

156.02 PERMITS AND LICENSES.

A. Permits Necessary in Conduct of Contractor's Business

Such permits, licenses and insurance as may be necessary to comply with federal, state or local laws in the conduct of the Contractor's business activities shall be provided by the Contractor.

B. Permits Necessary to Construction of Project

1. Such permits as may be necessary in order to comply with federal, state or local laws authorizing construction of the proposed work shall be obtained by the Developer.

2. Such permits as may be necessary in order to comply with federal, state or local laws relative to the Contractor's construction activities, operations and options shall be provided by the Contractor.

3. The cost of these permits shall not be borne by the County.

C. Notices Required

The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the work pursuant to all permits and licenses.

156.03 PATENTED DEVICES, MATERIALS AND PROCESSES.

If the Contractor or Developer is required or wants to use any design, device, material or process covered by letters of patent or copyright, the Contractor or Developer shall provide for such use be suitable legal agreement with the patentee or owner, and a copy of such agreement shall be filed with the County. Prior to final acceptance of the work, Contractor or Developer shall supply the County proof acceptable to the Director, from the patentee or owner that the legal agreement between the Contractor or Developer and the patentee or owner has been fulfilled. If no such agreement is made or filed as noted, The Contractor or Developer and the Surety shall indemnify and save harmless the County, or any affected third party, 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, protect and save harmless the County, its officers, agents and employees with respect to any claim, action, cost or judgment for patent, trademark or copyright infringement arising out of purchase or use of materials, construction supplies, equipment or services covered by the work, including all legal costs incurred and all other costs which may be incurred by the County.

156.04 PUBLIC CONVENIENCE AND SAFETY.

The Contractor, at all times, shall conduct the work in such a manner as 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 improvement shall be provided for.

A. Material stored upon the project shall be placed so as to cause a minimum of obstruction to the public.

B. Sprinkling shall be done at the direction of the Director.

C. The Contractor, unless otherwise specified, shall provide and maintain in passable condition such temporary access roads and bridges as may be necessary to accommodate traffic diverted from the project under construction or using the project under construction, and the Contractor shall provide and maintain in a safe condition temporary approaches to and crossings of the project.

D. 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.

E. Existing mailboxes shall be maintained or rest in positions accessible to the public and to mail deliveries during construction and are to be left or set in their final location in a satisfactory manner on completion of construction.

F. On 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 by the Contractor in an approved manner.

G. Where deemed practical by the Director, 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 fifteen (15) feet of any such hydrant.

H. Where deemed practical by the engineer, work closed down for the winter, or any other times, shall be left entirely accessible at all points to fire apparatus.

I. All footways, gutters, sewer inlets and portions of the project adjoining the work under construction shall not be obstructed more than is absolutely necessary.

156.05 MAINTENANCE OF TRAFFIC.

It shall be the Contractor's responsibility to maintain pedestrian and vehicular traffic safety adequately and continuously on all portions of existing facilities affected by the work. In addition to existing facilities undergoing improvement, this responsibility also extends to crossroads, approaches, crossovers and entrances affected or made necessary by the work.

156.05.01 Flagging Motor Vehicle Traffic.

For all construction contracts requiring the 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".

156.05.02 Barricades and Warning Signs.

A. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and the Contractor shall take all necessary precautions for the protection of the work and the safety of the public.

B. The Contractor shall erect Warning Signs, in advance, at any place on the project where operations may interfere with the use of the facility by vehicular traffic and at all other points where the 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". Signs must be freshly painted before being placed on any project. No work may begin or be done unless an adequate number of signs of the proper category are in place.

C. Where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular traffic, the Contractor, at the direction of the Director, shall provide suitable barriers to the extent determined by the Director.

156.05.03 Detours.

A. Where it has been established that traffic cannot be maintained, the Contractor may request the Director to consider a detour route.

B. Before using a specified or approved detour route, the Contractor shall notify the Department of Public Works seven (7) days in advance of road closure. The Department of Public Works will issue a road closure permit notifying the necessary government agencies.

156.06 PRESERVATION AND RESTORATION OF PROPERTY.

A. The Contractor or Developer shall not enter upon public or private property (outside of the right-of-way or project area) for any purpose without obtaining permission, and the Contractor shall be responsible for the preservation of all public and private property, trees, monuments, signs, markers and fences thereon, using every precaution necessary to prevent damage or injury thereto.

B. All County signs and markers that are affected by the work shall be carefully removed when grading operations begin and delivered to the Bureau of Traffic Engineering. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures; the Contractor shall carefully protect from disturbance or damage all land monuments and property markers.

C. The Contractor shall be responsible for all damage or injury to property of any person or entity during the prosecution of the work resulting from any act, omission, neglect or misconduct in the manner or method of executing said work or, at any time, due to defective work or materials. 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 in an acceptable manner, at his own expense, such property to a condition equal to, or similar to, that existing before such damage or injury.

156.07 POLLUTION CONTROL (Land, Air and Water).

A. The Contractor or Developer shall incorporate all permanent erosion control features into the work at the earliest practicable time as required by the contract documents. Temporary pollution control measures, not associated with permanent control features on the project, will be used in the following instances:

1. Before installation of permanent pollution control features;
2. To correct conditions that develop during construction which were not foreseen during design; and
3. To temporarily control erosion that develops

during normal construction practices.

B. The Contractor and Developer should be aware 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 Director 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.

C. If the Contractor or Developer fails to control erosion, pollution and/or siltation, the Director reserves the right to issue a Stop Work Order or take appropriate action under the Harford County Code, Chapter 214, Section 11; and the Maryland State Erosion and Sediment Control Regulations, COMAR 08.05.01

156.08 RESPONSIBILITY FOR DAMAGE CLAIMS.

The Contractor and Developer shall indemnify and save harmless the County and all its representatives from all suits, actions or claims of any character, including the cost of defense, brought on account of:

1. Any injuries 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 the construction of the improvement;
2. Any act or omission by the said Contractor;
3. As a result of faulty, inadequate or improper temporary drainage during construction;
4. Use, misuse, storage or handling of explosives;
5. Any claims or amounts arising or recovered under the Workmen's Compensation laws or any other law, by-law, ordinance, order or decree.

B. The Contractor or Developer shall be responsible for all damage or injury to property of any person or entity during the prosecution of the work resulting from:

1. Any act, omission, neglect or misconduct in the manner or method of executing said work satisfactorily;
2. The nonexecution of said work;
3. Defective work or materials.

Said responsibility shall continue until the improvement shall have been completed and accepted.

C. The Contractor and Developer shall conduct operations on the right-of-way of any railroad company fully within the rules, regulations, and

requirements of the railroad company. The Contractor and Developer shall become acquainted with such requirements as the railroad company may demand. The Contractor and Developer shall be held responsible for any accidents that may happen to the railroad company as a result of the Contractor's and Developer's operation.

156.09 CONTRACTOR'S OR DEVELOPER'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES.

A. Where the Contractor's or Developer's operations are adjacent to properties of railway, telegraph, telephone and power companies or other property, damage to which might result in expense, loss or inconvenience, work shall not start until all arrangements necessary for their protection have been made by the Contractor or Developer.

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

C. If utility services are interrupted as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service.

D. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

156.10 PERSONAL LIABILITY OF PUBLIC OFFICIALS.

A. In carrying out any of the provisions of the approved construction drawings or in exercising any power of authority granted to them by or within the scope of the this code and Standard Specifications and the approved construction drawings there shall be no liability upon the County Executive or other authorized representative, 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.

B. In addition, the Director or authorized representatives shall be held harmless, free of liability and duress, in the exercise of those duties and obligations as inspector, witness, referee or arbiter, by the Developer and Contractor in their mutual best interest.

156.11 NO WAIVER OF LEGAL RIGHTS.

A. The County shall not be precluded by any estimate or certificate made either before or after the completion and acceptance of the work from showing the true amount and character of the work performed and materials furnished by the Contractor; that the work or materials do not in fact conform to the approved construction drawings.

B. The County shall not be precluded (notwithstanding any such measurement, estimate, or certificate therewith) from recovering from the Developer

or Developer's Sureties, or both, such damage as it may sustain by reason of failure to comply with the terms of the Public Works Agreement.

C. Neither the acceptance by the County, nor any representatives of the County, nor any payment for or acceptance of the whole or any part of the work, nor any possession taken by the County shall operate as a waiver of any portion of the Public Works Agreement or of any power herein reserved, or of any right to damage.

SECTION 157 - RESTRICTIONS AND PERMITS

157.01 BRIDGES AND OTHER WORK IN OR OVER WATERS OF THE STATE.

All work in, 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 part of the approved construction drawings and Standard Specifications. The Contractor is cautioned and charged with the responsibility of obtaining complete knowledge thereof and compliance therewith. The Contractor shall also comply with the provisions of other applicable Federal, State and local laws and is cautioned to acquaint himself with any pertinent regulations of the Department of Natural Resources, Water Resources Administration.

157.02 USE OF EXPLOSIVES.

The use of explosives will not be permitted adjacent to or on any existing structures unless authorized in writing by the appropriate local authority. When the 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 watchpersons, flaggers, signs, etc. shall be used to warn motorists during the 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 watchpersons at all times. Explosives shall be stored and handled in conformity with the 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 his intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

SECTION 158 - PROSECUTION AND PROGRESS

158.01 PROSECUTION OF THE WORK.

- A. The Contractor shall notify the Director at least 48 hours before starting.
- B. Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the Director of his intention to stop. The Contractor shall also notify the Director at least 24 hours before resuming operations.

158.02 WORK ON SATURDAY, SUNDAY, OR COUNTY HOLIDAYS.

No work shall be done on Saturdays, Sundays, or County Holidays without the prior approval of the Director. Except for emergencies, approval to work on Saturdays, Sundays, and County Holidays shall be obtained 24 hours in advance. If a second shift operation is required a 24 hour advance notice will also be provided.

158.03 CHARACTER OF WORKERS.

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

158.04 EQUIPMENT AND METHODS.

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

B. When the methods and equipment to be used by the Contractor in accomplishing the construction are NOT prescribed in the approved construction drawings and Standard Specifications, the Contractor is free to use any methods or equipment that the Contractor demonstrates to the satisfaction of the Director will accomplish the contract work in conformity with the requirements of the Contract.

C. When the approved construction drawings or Standard Specifications specify that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Director in writing. If the Contractor desires to use a method or type of equipment other than those specified in the approved construction drawings or Standard Specifications, the Contractor may request authority from the Director to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change.

D. If a change is authorized, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with the approved construction drawings and Standard Specifications.

E. If, after trial use of the substitute methods or equipment, the Director determines that the work produced is not in conformity with the

approved construction drawings or Standard Specifications, the Contractor shall discontinue the use of the substituted method or equipment and shall complete the remaining construction with the specified methods and equipment. That work produced which was determined to be not in conformity with the approved construction drawings and Standard Specifications requirements will be subject to the orders of the Director pursuant to General Provision 154.04.

158.05 SUSPENSION OF WORK.

The Director shall have the authority to suspend the work, wholly or in part, for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the proper prosecution of the work, or for such time as is necessary because the Contractor has failed to carry out orders given or to perform any and all provisions on the approved construction drawings and Standard Specifications. The Contractor shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary.

SECTION 159 - CONSTRUCTION ORDER AND PROCESS

159.01 DEVELOPER FUNDED CONTRACTS shall be subject to a process established by the County to be strictly adhered to by the Contractor and Developer during construction and acceptance of a project.

The construction process is outlined in a Flow Chart in Appendix A.

159.02 PRE-CONSTRUCTION.

A. The Developer shall execute a Public Works Agreement and have approved by the Director, construction drawings in accordance with the Harford County Road Code.

B. Prior to the start of any construction, the Director shall require the following of the Developer and/or Contractor:

1. Payment of Engineering and Inspection Fee by the Developer established by current Department of Public Works policies at the time of execution of the Public Works Agreement.
2. Permission for County Testing Personnel to obtain soil samples from proposed project.
3. Attendance by Contractor and Developer (or his designee) at a Pre-Construction meeting conducted by the Director.
4. Submission of sources of material supplies in writing, job-mix formulas, subcontractor's list, emergency notification form, and shop drawings for materials necessary for completion of the work and any

construction schedule, if required. Examples of blank forms for sources of supply and subcontractor's list are shown in Appendix A.

5. Confirm date for beginning construction with Director to establish schedule for Inspector.

159.03 CONSTRUCTION.

A. Contractor shall begin construction as stipulated in Pre-Construction meeting.

B. Contractor shall perform all work on a Developer-funded project subject to inspection by the Director.

159.04 ORDER AND PROCEDURES FOR CONSTRUCTION.

A. In general, construction shall conform to the following procedures.

1. Contractor to implement Sediment Control measures in accordance with approved Sediment Control drawings.

2. Contractor to Clear and Grub Site

3. Contractor to Rough Grade Site and/or Roads

4. Contractor to install Water and Sewer utilities, where required.

5. Contractor to install Storm Drains.

6. Contractor to Fine Grade Road Subgrade.

a. Inspector shall confirm elevations of subgrade for conformance with Engineers cut sheets.

b. County materials and Testing Lab shall confirm proper compaction of subgrade prior to placing base course.

7. Contractor to construct base course in accordance with requirements of Construction Drawings if source of supply and job-mix formula is approved. Should source of supply and mix design not be approved, contractor must submit this information to the County prior to placement of base course.

8. Contractor shall install combination or mountable curb and gutter if required in accordance with construction drawings.

9. Developer shall determine the acceptance method for the base course:

a. Allow base course to settle for 60 days,

- a. Allow base course to settle for 60 days, after which, the County Materials and Testing Lab will certify compaction of base course.
 - b. Obtain services of a Professional Soils Engineer acceptable to Harford County to certify compaction of base course.
10. Inspector shall confirm elevations of utility structures and stone base course as determined by Engineers cut sheets prior to release of base course for paving.
 11. Director to issue a Pre-Paving Certificate after all approvals in paragraph 9. (See example in Appendix A.)
 12. Contractor to construct paving surface course in accordance with requirements of Construction Drawings.
 13. County Materials and Testing Lab shall verify depth of paving by coring surface course. If paving section does not meet specifications, Contractor is subject to penalty as described under Section 154.04.
 14. Contractor shall install extruded concrete curb, if required, in accordance with construction drawings.
 15. Contractor shall complete remaining work on project.
 - a. Backfill curb
 - b. Replace topsoil on shoulders
 - c. Seed and mulch shoulders

B. Other construction schedules or sequences of operation as shown on the approved constructions drawings or as requested by the Contractor/Developer and Director shall supersede the procedures given in Section A.

C. Changes in an approved construction schedule or sequence of operations due to field conditions may be authorized by the Director.

159.05 COMPLETION AND ACCEPTANCE.

A. After completion of all work as determined by the Inspector, the Contractor is subject to a final review by the Inspector prior to certification of completion.

1. Inspector will initiate a "Punch List Inspection" for work not totally completed by Contractor. The Contractor and Developer must be present during the "Punch List Inspection" to help formulate the punch list.
2. Upon completion of Punch List work by contractor, or if no Punch List is issued, Inspector will certify completion of project.

- B. Inspector issues Certificate of Completion Form.
(Example form is shown in Appendix A.)
- C. Director shall make a Final Inspection of work on project.
 - 1. If all work has been satisfactorily performed and completed by Contractor, Director shall issue Project Acceptance.
 - 2. If Director notes additional work to be completed by Director, Contractor or Developer must complete this work prior to Final Acceptance. The Inspector shall confirm that additional work is completed and certifies completion, whereby Director then issues a Final Acceptance.
- D. Project, after Final Acceptance, becomes the responsibility of the County for maintenance.

159.06 POST ACCEPTANCE.

- A. The Developer must proceed with Acceptance requirements for project as stipulated in the Road Code.
- B. The Developer or Contractor shall post a Maintenance Bond or approved Letter of Credit with the County that shall be in effect for 12 months from the date of Final Acceptance. (see Policy and Procedures.)
- C. County to inspect project for any latent defects prior to expiration of Maintenance Bond.
 - 1. If no problems exist as a result of this inspection, the Maintenance Bond is released and project is totally accepted and Developer is released from Public Works Agreement.
 - 2. If problems exist at this inspection, Contractor or Developer must correct deficiencies under direction of Inspector. Completion of this work is certified by Inspector and project accepted as in Paragraph A above.