

## SPECIAL PROVISIONS

### I. GENERAL

#### A. PROJECT DESCRIPTION

The Charles County Department of Community Services (The County) requests proposals to construct the addition of 5,044 sq. ft. to the existing Richard Clark Senior Center. The primary purpose of the project is to construct this addition on new concrete footing with masonry exterior walls with a brick veneer. Located in the town of LaPlata,, the new addition shall include office space, restrooms, and lounge area.

### II. SCOPE OF SERVICES

#### A. START OF WORK

The Contractor shall not commence construction activities on this project prior to receiving a written notice from the County. This notice will only be in the form of an official Notice-to-Proceed letter from the County's Purchasing Department. Any other form of authorization of the start of work on this project does not constitute approval by the County.

#### B. MOBILIZATION

The Contractor shall mobilize to the project site and begin work within 14 days after receiving the Notice-to-Proceed from the County. Prior to mobilizing to the site, the Contractor shall conduct a site video inspection of the project area. A copy of the pre-construction site video shall be provided the County in a digital format acceptable by the County. Mobilization shall include but is not limited to project surveying and stakeout, equipment delivery, material delivery, and delivery of tools. At the completion of the project, the Contractor shall demobilize all equipment, tools, materials, etc. that is not part of the permanent construction and/or authorized to remain by the County.

There will be no separate payment by the County for this work. The cost for this work shall be considered an incidental expense and included in the lump sum price for Bid Item 1 of the Proposal Form Sheet.

#### C. PROJECT SIGN

Contractor will provide and install a project information signs. Within seven days of issuance of the Notice-To-Proceed (NTP) a sign shop drawing shall be provided to the COUNTY for approval. Signs size shall be approximately 5'x8'. Wood posts, supports, and mounting hardware shall also be provided by the CONTRACTOR.

- (1) The CONTRACTOR shall have the sign created as specified herein in Exhibit A.
- (2) The signs shall be made from durable materials that are weather resistant for the duration of the project and must be approved by the COUNTY prior to fabrication. Sign 'B' will be reused for future projects, therefore the material shall be more durable that the other sign(s).

- (3) The CONTRACTOR shall promptly install the project information sign(s) prior to mobilization, adequately supported by a minimum of two 4" x 4" wood posts and supports to withstand normal wind loads. The COUNTY and the CONTRACTOR will coordinate suitable location(s) for the project sign(s). The project sign(s) shall be located to ensure suitable visibility. Lights, flags, or other devices will not be permitted for attachment to the signs or posts.
- (4) CONTRACTOR shall be responsible for the maintenance, repair, and upkeep of signs for duration of project. Signs shall be cleaned as necessary to maintain readability.
- (5) Upon completion of the project, the CONTRACTOR will remove and return sign(s) to the COUNTY. The CONTRACTOR will coordinate delivery with the COUNTY.

There will be no separate payment for this work. Cost associated with fabricating, retrieving, installing, maintaining, and returning the project sign shall be considered incidental to the project and therefore included in lump sum price for Item 1 of the Proposal Form.

#### **D. SCOPE OF WORK**

The scope of work for this project includes, but is not limited to the furnishing, of all coordination, scheduling, supervision, labor, tools and equipment, surveying and stakeout, materials and supplies, incidentals and appurtenances in accordance with the project specifications and plan. The work shall comply with Charles County Government Department of Planning and Growth Management Standards and Specifications for Construction located at [www.CHARLESCOUNTY.org](http://www.CHARLESCOUNTY.org) under the "Publications" and "PGM Documents". And all other applicable requirements of the County, the Town of LaPlata, the Maryland Department of the Environment (MDE), the Maryland Department of Health & Mental Hygiene (DHMH), and any other regulatory agency having jurisdiction to control, limit or otherwise affect the performance of the work.

#### **E. PROJECT COORDINATION**

The Contractor shall coordinate with all County departments, Municipal and State agencies or entity having jurisdiction or a vested stake or interest that could or may be affected by this project. The Contractor is required to notify the affected parties prior to starting and at the completion of their work affecting the party's vested interest. The Contractor shall maintain reasonable access to allow these parties to perform their duties as it relates to their respective jurisdiction, facilities, and property.

There will be no separate payment by the County for this work. The cost for this work shall be considered an incidental expense and included in the lump sum price for Bid on the Schedule of Price.

#### **F. EROSION AND SEDIMENT CONTROL**

The Contractor is required to install erosion and sediment (E&S) control measures shown but not limited E&S measures provided on the project drawings. The Contractor shall maintain all E&S measures throughout the duration of the contract. The Contractor must adhere to all federal, state, and local rules and regulations regarding E&S control. The

Contractor shall make available for access to all regulatory agencies having jurisdiction over E&S control, and assist as necessary in the inspection of all E&S measure installed on this project by the Contractor.

There will be no separate payment by the County for this work. The cost for this work shall be considered an incidental expense and included in the lump sum price for Bid Item 1 of the Proposal Form.

#### **G. PROJECT SCHEDULE**

Upon receiving the Notice of Award letter from the County, the Contractor shall begin developing a project schedule to be submitted to the County for review and acceptance at or before the project "Kick-Off" meeting. The schedule shall be prepared utilizing the Critical Path Method (CPM). The schedule shall breakdown each bid item task into manageable and measurable subtasks. The schedule shall be monitored through the duration of the contract and shall be updated prior to each progress meeting, with copies provided by the Contractor for each meeting attendee for review and discussion. The schedule shall be prepared in a manner that front loads concentrated work efforts that reserves time to deal with unforeseen difficulties, and still meet the allotted time for completion.

There will be no separate payment by the County for this work. The costs associated with this work shall be considered incidental expenses and included in the lump sum price on the Proposal Form.

#### **H. PROJECT MEETINGS**

The Contractor is required to attend periodic meetings throughout the duration of the contract.

**(1) Project "Kick-off" Meeting**

The Contractor shall attend a project "Kick-Off" meeting at the County prior to starting any work. The Contractor shall coordinate with the County's Capital Services Division for the date and time of this meeting and to provide items of discussion for the agenda. The County will provide the agenda for this meeting while the Contractor shall keep record of the "Kick-Off" meeting and provide meeting notes to the County for review and acceptance within one week following the meeting. The Contractor is required to provide at least four (4) copies of the initial project CPM schedule and be prepared to answer any questions pertaining to the prepared schedule.

**(2) Pre-Construction Meeting**

The Contractor shall coordinate with all applicable regulatory agencies and utility companies to schedule a "Pre-Construction" meeting prior to start of work, and periodically as needed throughout the course of the project. The purpose of the Pre-Construction meeting is to provide an opportunity discuss the affects of construction will have on each agency or company's area of jurisdiction.

**(3) Bi-Weekly Progress Meetings**

In an effort to keep the project on schedule, to review the progress of construction, and to discuss pertinent project issues, the Contractor shall be prepared to meet at the site on a bi-weekly basis at an agreeable time and day during the work week.

The Contractor shall chair the Pre-Construction and Progress meetings and provide an agenda for the meetings to the County at least 48 hours prior to the scheduled time of meeting. The Contractor shall keep record of each meeting, and submit copies of the meeting notes to the County for review and comment within one week following the meeting. In addition to the agenda, the Contractor shall provide a verbal status update, and an updated project schedule, copies of the previous meeting's notes.

There will be no separate payment by the County for this work. The cost associated with these meetings shall be considered incidental expenses and included in the lump sum price for Bid Item A-1 on Proposal Form.

**I. TIME OF COMPLETION**

The Contractor shall be given a total of 360 consecutive calendar days from the Notice-to-Proceed date in which to complete all work to a point of substantial completion as deemed by the County.

**J. AS-BUILT DRAWING**

As the work progresses, the Contractor shall record all as-built information of the construction. The Contractor shall make available the as-built information to the County for inspection as the project progress. At the completion of work, prior to substantial completion inspection, the Contractor shall submit redline drawings to the County for review and approval. The Contractor shall allow two weeks for review/approval by the County's Development Services Division. If comments are returned, the Contractor shall address all comments resulting from the review of the redline drawings. Upon approval of the redline drawings by the County, the Contractor shall incorporate the approved redline drawings on the project drawings stamped by a Professional Engineer licensed in the State of Maryland and provide copies of the As-built drawings in electronic format (PDF or TIFF) to the County on five (5) CD's. Please note that the Final Inspection will not be held until the CD's have been provided.

There will be no separate payment by the County for this work. The costs associated with this work shall be considered incidental expenses and included in the lump sum price for Bid Item 1 of the Schedule of Price.

**K. CLOSEOUT DOCUMENTS**

Upon completion of all work related to this project, the contractor shall complete and submit to the County the closeout documents provided in Appendix 3 of this Request for Proposal. If required, the Contractor shall make any modifications to the information provided with the closeout documents at no additional cost to the County.

There will be no separate payment by the County for this work. Costs associated with this work shall be considered incidental expenses and included in the lump sum price for Bid Item 1 of the Proposal Form.

**III. INVOICES**

The Contractor shall submit monthly invoices on the County’s standard invoices form for payment of work perform. Fourteen (14) days prior to submitting the 1st monthly invoice, the Contractor shall submit a Schedule of Values to the County for review and approval. The Schedule of Values shall contain a cost breakdown of the construction items based on the activities identified on the approved project schedule. Payment of invoices by the County shall be in accordance with Section 8 of the General Provisions.

**IV. LIQUIDATED DAMAGES**

Time is of the essence for the completion of this project. In accordance with Section 7 of the General Provisions, the County shall assess liquidated damages in the amount of \$500 per day beyond the contract completion date that Substantial Completion has not been obtained.

**EXHIBIT A**  
(Not to Scale)

**CLARK SENIOR CENTER ADDITION**

**Charles County Commissioners**

**“Building for Our Future”**

**Wayne Cooper**  
**Edith J. Patterson**  
**Reuben B. Collins II**  
**Samuel N. Graves, Jr.**  
**Gary V. Hodge**

For more information contact:  
**www.CHARLESCOUNTY.org/pf**  
**(301) 932-3490**

\*\*\*\*END OF SPECIAL PROVISIONS\*\*\*\*