

SUPPLEMENTAL GENERAL CONDITIONS

1. NOTICE TO PROCEED

The work shall be started at the job site promptly upon receipt of the written notice to proceed and the receipt of an approved contract and shall be performed with such progress as may be necessary to prevent any delay to other contractors, or to the general completion of the project. The work shall be prosecuted at such times and with such forces, materials, and equipment as may be necessary to assure the substantial completion of the work in accordance with the Contract Time. If the work falls behind the Progress Schedule submitted by the Contractor, the Contractor shall employ additional labor and equipment as necessary to bring the work up to schedule.

2. PRECONSTRUCTION CONFERENCE

Before starting the work, a conference will be held to review schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be representatives of the Owner, the Contractor; and the Superintendent.

3. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

Two (2) sets of Contract Drawings and specifications will be furnished to the Contractor without charge except applicable publications incorporated into the technical provisions by reference. The work shall conform to the Contract Drawings, all of which form a part of these specifications and are available at the office of Andrews Miller & Assoc., Inc. 401 Academy Street, Suite 1, Cambridge, Maryland 21613.

4. NOTIFICATION TO ANNE ARUNDEL COUNTY DEPARTMENT OF INSPECTIONS AND PERMITS (AACO-DIP)

A. The Contractor shall notify the Anne Arundel County Department of Inspections and Permits at 410-222-7780 seven (7) days before commencing and land disturbing activity and, unless waived, shall be required to hold a pre-construction meeting between project representatives and a representative of the AACO-DIP.

5. PROJECT MEETINGS AND ADMINISTRATION

A. PROJECT MEETINGS

- 1) Contractor shall hold progress meetings at the site once every month at a time suitable to the Owners or Owners' Representative. Report progress of work in detail with reference to construction schedules. Each interested subcontractor will have present a competent representative to report the condition of his branch of the work and to receive instructions. The Contractor shall take minutes of meetings and type and distribute them to members of the conference and others interested, within three days of the meeting.
- 2) Contractor shall request all subcontractors to carefully check all drawings and specifications and have representatives present at the first called progress meeting. At this progress meeting, procedure for prosecution of the work will be discussed and any detailed requirements of the drawings and specifications, which are not understood, will be clarified.

B. ADMINISTRATION OF CONTRACT

- 1) The Contractor shall follow the drawings strictly and execute all work in accordance therewith, and with the kind and quality of materials set forth in the specifications, using the figured dimensions marked in the drawings and not scaled measurements.
- 2) The specifications and drawings shall be coordinated, so that any work shown on the drawings and not mentioned in the specifications, and vice-versa, shall be executed in the same manner as though mentioned in the specifications and shown on the drawings.
- 3) The Contractor shall furnish and install such work and material as may be proper and suitable preparation, basis, support, or finish for the work which is shown or specified, whether or not the same is specifically mentioned in the specifications or shown on the drawings. The Contractor shall be required to make plural and complete work which is shown single or partially indicated to avoid needless repetition, for the sake of brevity, and for reasons of clarity. In all cases, the intent and meaning of the drawings and specifications, as defined herein, shall be followed. The Contractor shall not avail himself of any errors or omissions therein, should any exist, which may be in conflict therewith.

C. PROJECT RECORD DOCUMENTS

- 1) Documents: Maintain at the job site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, Field Orders, Other contract Modifications, and other approved documents submitted by the Contractor in compliance with various sections of the Specifications.
- 2) Identification and Maintenance: Each of these Project Record Documents shall be clearly marked, "Project-Record Copy", maintained in good condition, available at all times for inspection by the Owners or Owners' Representative, and not used for construction purposes.
- 3) Records:
 - a) Mark up the most appropriate Document to show:
 - (1) Significant changes made during the construction process.
 - (2) Significant detail not shown in the original Contract Documents.
 - b) The information given shall include, but shall not be limited to:
 - (1) The location of internal utilities and appurtenances, referenced to permanent surface improvements.
 - (2) The location of internal utilities and appurtenances, referenced to permanent surface improvements.
 - (3) Any relocation of concealed structural components.
 - (4) Other changes as directed by the Owners or Owners' Representative.
 - c) Keep Project-Record Documents current. Do not permanently

conceal any work until the required information has been recorded.

- 4) Project Completion: At project completion, the Contractor shall forward the marked "Project-Record Copy" to the Engineer. The Engineer will modify the contract documents to reflect the Contractor's "Project-Record Copy" in AutoCAD format and provide the Owner with one (1) set of reproducible vellums.

6. DEFAULT AND TERMINATION OF CONTRACT

- A. The Contractor shall be considered in default of his Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:
- 1) Fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or
 - 2) Fails to perform the work or fails to provide sufficient workers, equipment or Materials to assure completion of work in accordance with the terms of the Contract, or
 - 3) Performs the work unsuitably or neglects or refuses to correct such work as may be rejected as unacceptable and unsuitable, or
 - 4) Discontinues the prosecution of the work, or
 - 5) Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
 - 6) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
 - 7) Allows any final judgment to stand against him unsatisfied for a period of ten days, or
 - 8) Makes an assignment for the benefit of creditors, or
 - 9) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

7. INDEMNIFICATION

The Contractor shall indemnify and hold harmless and defend the Owners and all officials, employees, and servants thereof against any and all claims, suits, actions, or demands of any name or nature for personal injuries or property damage arising out of any error, omission, gross negligence, negligence, misconduct or violation of any law on the part of the contractor, its agents, employees, or servants in the performance of this contract.