

**DESIGN / BUILD REQUIREMENTS**

- Vendor shall design, obtain approval of,(related to page 5) provide, construct, test, and turn over to the County a complete remote video surveillance system or security system and outfitted as described by these specifications and specific project scope requirements.
- Design and construction shall comply with all current applicable federal, state and local codes including, but not limited to, ADA, COMAR, IBC, NFPA, and Clay County Building and Fire Protection Codes. If there are any conflicts between the Codes, Standards, Regulations, Concept Drawings, or the requirements of these Design-Build Specifications, the most stringent requirement shall apply.
- Vendor shall provide all drawings per approved County Format (AUTOCAD format provided on disk or electronic file) and information required for the permits listed above. Where required, drawings shall bear the stamp and signature of the appropriate licensed design professional. The design and all design documents shall become the property of Clay County.
- Vendor shall provide an original mylar of each approved 100% Construction Drawing, stamped and signed by the appropriate licensed design professional, to Clay County before start of construction. Clay County will reproduce these drawings for Clay County use in monitoring the construction. Any changes made to the design, as shown on the Construction Drawings, during construction shall be provided to the Clay County in writing for approval before the work is accomplished.
- Vendor shall provide shop submittals of all project products, materials, and systems, unless noted otherwise, for Clay County use during construction. Vendor must review, stamp and sign each submittal indicating approval and certification of compliance with the specifications, construction drawings and project requirements. Seven (7) copies of the approved shop submittals shall be provided to Clay County. The purchase or fabrication of material prior to approval of submittals is at the Vendor's risk. Vendor shall review all shop drawings, brochures and catalog cuts provided by the Subcontractors and Vendors prior to submitting them to Clay County for examination and approval. Clay County will examine shop drawings with reasonable promptness, noting desired corrections, or granting approval.
- Field Dimensions and Conditions: Clay County is not responsible for the checking of dimensions or existing conditions in the field. This is the sole responsibility of the Vendor.
- Resubmission: When Clay County's notations or corrections are extensive, then the Vendor shall resubmit the drawings with changes made on the drawings.
- Vendor's Responsibility: Unless Vendor has, in writing, notified Clay County to the contrary, at the time of the submission, it will be assumed that the drawings are in conformity with the Contract Documents and do not involve any change in the Contract price or any change which will alter the space within the structure or alter the manner of operation from that contemplated in the Contract documents.
- County's Notations: Should Vendor consider any change or notation received in compliance with Par. (c) above as increasing the cost of the work from that contemplated in the RFP Solicitation Package, then the Vendor shall desist from further action relative to the item he/she questions and shall notify Clay County, in writing, within five (5) days of the additional cost involved. No work shall be executed until the entire matter is cleared or a Change Order issued, or the Vendor

is ordered by the Engineer to proceed under the provisions of the Clay County's Standard Specifications. Failure of the Vendor to serve written notice as above required shall constitute waive of any claim in relation thereto. Similarly, should the Clay County's notation or change involve less work than is covered by the RFP Solicitation Package, the Vendor shall allow Clay County the credit resulting from the change.

- The Vendor shall submit a bar chart design and construction schedule showing planned and actual start and finish dates for each design and construction phase, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with Notice-To-Proceed through Substantial Completion, ending with estimated Final Completion. Schedules shall be provided within two weeks of Notice-To-Proceed.
- Vendor shall make periodic visits to the construction site as required and shall be available to respond to questions from Clay County during construction and punch-out. Vendor shall be on the site at all times of work to provide construction supervision, including when Sub-contractors are performing work under this contract. Vendor shall maintain a set of approved construction documents, with all approved revisions, at the site as a record mark-up of as-built conditions. These red-lined plans shall be made available to Clay County throughout the contract.
- Permits, licenses, and taxes shall be the responsibility of Vendor at no additional cost to the Clay County.
- Clay County shall make available all required utilities to Vendor for work under this contract. This however does not include those utilities to be installed by Vendor as a part of the scope of work or specification. Accidental interruption(s) caused by Vendor and repair thereto, shall be at Vendor's expense. Planned interruptions under this contract shall be coordinated with the (CCACAF) or designated representative at least one (1) day in advance of the expected occurrence.
- All work being performed for and/or on Clay County property shall fully conform at all Local, State, and Federal safety regulations.
- With regard to this contract, the (CCACAF) or designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, Vendor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the (CCACAF) or designated representative, Vendor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon. It is conditioned that Vendor complies in all respects with the terms, conditions, and obligations of the contract and his/her obligations thereunder including the specifications. In cases where delays are clearly not Vendor's responsibility (such as scheduling inspections and the like), Vendor is responsible for notifying the (CCACAF) or designated representative, for explanation of procedures. Vendor must investigate and report on any complaints that might arise in connection with the use of his/her materials and supplies.
- Clay County reserves the right to make unannounced periodic inspections of the work in progress. Vendor shall contact, (CCACAF) or designated representative, prior to beginning work at (816) 407-3320.
- The work described in this specification shall be done with the least inconvenience to Clay County. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency at (816) 407-3320.

- Vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the (CCACAF) or designated representative and the user agency.
- In some sections, this specification might mention specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work. Vendor will notify the (CCACAF) or designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by Clay County or Vendor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by Vendor and Clay County. Any additional cost on the project must be submitted in writing by Vendor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. **Clay County assumes no responsibility for oral instructions or suggestions.** All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.
- During the progress of any job, Vendor may suspend work via written permission of the (CCACAF) or designated representative, wholly or in part, for weather or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, Vendor shall store all materials in such manner that they will not obstruct or impede traveling public unnecessarily, nor become damaged in any way, and Vendor shall take every precaution to prevent damage or deterioration of the work performed, and erect temporary structures where necessary. When conditions permit resumption of work, Vendor shall notify the (CCACAF) or designated representative, twelve (12) hours in advance and shall proceed with the work only when and if authority is granted by the (CCACAF) or designated representative, any work performed without approval by the (CCACAF) or designated representative, will be at Vendor's risk and Vendor shall be held liable for removal of any such work.
- Vendor shall be responsible to remove all their debris from the site and clean effected work areas. Vendor shall keep the premises free of debris from and unusable materials resulting from their work and as work progresses; or upon request by a Clay County representative, shall remove such debris and materials from County property. Vendor shall leave all affected areas as they were prior to beginning work.
- Vendor shall, as the project progresses, neatly record on a set of white prints, any changes and all revisions to the work wherever they shall differ from the Construction Drawings. Upon completion of the work Vendor shall prepare as built drawings for the Owner based upon this set of prints.
- Prior to final completion, the project shall receive a final cleaning of the entire site including: touch-up, repair, and restoration or replacement of exposed finishes and surfaces; removal of spills and stains; removal of construction equipment, tools and materials; and cleaning of all exposed exterior and interior finishes with appropriate cleaning materials and agents.
- When Vendor considers the work Substantially Complete, Vendor shall request inspection. Vendor and the (CCACAF) or designated representative, shall conduct

the inspection. Vendor shall prepare the Punch List of items to be completed or corrected and submit to the (CCACAF) or designated representative, for approval. Vendor shall remedy the deficiencies. Vendor shall provide operational and maintenance demonstrations and training of all systems to designated members of Clay County's applicable departments. Prior to Final Completion, Vendor shall submit close-out documents including, but not limited to, release-of-liens, warranties, three sets of operation and maintenance manuals which include testing reports, as-built plans including AUTOCAD electronic drawing files and documents on reproducible medium. Warranties shall be one year or Manufacturer's standard, whichever is greater, and unless noted otherwise.

- Neither the final certificate nor payment nor any provision in the Contract shall relieve Vendor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. Clay County shall give notice of observed defects with reasonable promptness. All questions arising under this requirement shall be decided by Clay County.

### **WORK HOURS AND DELIVERY OF HARDWARE TO WORK SITE**

It shall be the Vendor's responsibility to see that tools, equipment, and hardware are delivered within or adjacent to the work area as specified by Clay County.

In the interest of clarification, the following definitions shall apply to this contract:

- Regular Hours: Monday through Friday, 8:00 a.m. – 5:00 p.m.
- Overtime Hours: Monday through Friday, 5:00 p.m. – 8:00 a.m., weekends, Saturday and Sunday, any hour day or night, and Holidays, and hour day or night as per this listing:
  - New Year's Day
  - Martin Luther King Day
  - Washington's Birthday
  - Truman Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veteran Day
  - Thanksgiving Day
  - Christmas Day
  - (other days may be included)
- Hardware means all equipment and materials incorporated in the work such as IP Cameras (include all mounting hardware, protective enclosures and connections), Digital Video Recording Devices, Mounting Poles (include electrical, electronic connections and delivery), Wireless Devices, Automated Annunciation Devices (lights and sound, motion activated), and any other security equipment.
- Software (by module, and licensing options) Video Analytical Software, Video Monitoring/Control System Software, Other available software, Annual Maintenance and Support, and Escrow (annual).

**WORKMANSHIP:** Vendor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Clay County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Clay County, more advantageous to Clay County, shall govern.

**DESIGN / BUILD QUOTATIONS FOR WORK TO BE PERFORMED UNDER THIS CONTRACT:**

- Vendor must physically report to the work site within twenty-four (24) hours of notification by the (CCACAF) or designated representative to complete a written or verbal quotation of the design / build work to be performed. If the (CCACAF) or designated representative tells the Vendor that the work to be performed is an emergency, the Vendor must physically report to the site within two (2) hours and phone in a quotation to the (CCACAF) or designated representative.
- When the Vendor visits the work site, they shall submit a written quotation based on the contract pricing. Included in the quote shall be estimated labor, hardware, software, and/or rentals cost, brief description of work to be done, and the work location. The estimate shall be sent to the (CCACAF) or designated representative by fax, mail or e-mail. The (CCACAF) or designated representative, shall stipulate whether the Vendor will quote prices for regular time, overtime, or a combination thereof. The (CCACAF) or designated representative, will inform the Vendor to perform the work during normal working hours or a combination of normal and after work hours. The Vendor shall only work overtime when specifically designated to do so. Final dimensions shall be determined at the site by the Vendor prior to the construction or repair. All dimensions for fitting and final sizing are Vendors' responsibility. The (CCACAF) or designated representative shall determine what skill levels of workers and how many of each level shall work on any job under this contract. The (CCACAF) or designated representative, shall indicate the types and quantities of hardware, software, and rentals and shall approve all sources of supply. Vendor shall itemize each type of hardware, software, and rentals on their estimate, listing the quantity, unit price, and extended price. The total mark-up shall be listed separately. If the (CCACAF) or designated representative, in his/her sole judgment, suspects that the price for any itemized hardware, software, and rentals is unreasonably high, the source of supply will be rejected. The Vendor must then provide two other quotes for the hardware, software, and rentals in question. If the lowest price for all three quotes is still too high, the (CCACAF), or designated representative, in his/her sole judgment, may elect to re-scope the job, choosing other hardware, software, and rentals and methods to accomplish the same task. All hardware, software, and rentals must be approved by the (CCACAF) or designated representative, prior to use on each job. Hardware, software, and rentals that have not received prior approval by the (CCACAF) or designated representative, shall be at the Vendor's expense and not paid for by Clay County.
- The estimate shall be faxed, e-mailed or mailed to the (CCACAF) or designated representative. When the estimate and scope of work has been approved, the Vendor will be given a verbal Notice-to-Proceed or a delivery order by the (CCACAF) or designated representative. Each verbal Notice-to-Proceed shall be confirmed by e-mail, by faxed written request or a Delivery Order.

- For emergency work, the Vendor shall phone in the estimate to the (CCACAF) or designated representative. Included in the quote shall be estimated labor, equipment and material cost, brief description of the work to be done, and the work location. The ASAF, or designated representative shall give the Vendor verbal Notice-to-Proceed. The Vendor shall commence emergency work immediately.
- For all non-emergency work, once the Vendor has received the Delivery Order, the Vendor has ten (10) calendar days to begin the design process.
- Vendor cannot sub-contract all or any portion of the work assigned under this contract. All work must be performed by the Vendor's work forces. The only exception to this requirement is for work not within the trade contracted by this contract (i.e. carpentry work, etc.) or to achieve M/WBE participation. For services outside of the contracted trade sub-contracting is allowed and the Vendor must bind the Sub-Contractors by the same terms, conditions, responsibilities, and obligations assumed by said Vendors to Clay County. Clay County shall reimburse Vendor for their costs for the Sub-Contractor's labor and material. No additional markups (i.e. overhead and profit) or charges will be allowed. If the (CCACAF) or designated representative, in his/her sole judgment, suspects that the price for any Sub-Contractor's services is unreasonably high, the Sub-Contractor will be rejected. The Vendor must provide two other quotes for the sub-contracted services in question. If the lowest price for all three quotes is still too high, (CCACAF) or designated representative, in his/her sole judgment, may elect to re-scope the job, choosing other means and methods to accomplish the same task.
- The Vendor shall not charge Clay County for travel time to and from the work site or workers' lunch breaks. Clay County shall pay only for actual work time on the job. The Vendor shall come prepared to the job site with the correct hardware, software, and rentals needed for the work. If Vendor finds that they need hardware, software, and rentals not anticipated in the original scope of work, they may use work time to go to the closest supply house to pick up that hardware, software, or rental. Only a maximum of one (1) man hour can be charged per day for such activity, if approved by Clay County on that day.
- The Vendor's invoice shall clearly state actual hours worked at labor rates quoted, actual cost of hardware, software, and rentals, thereof, a complete description of work performed, location, and date. Accompanying their invoices, Vendor must also include copies of their Manufacturer's/Vendor's invoices for hardware, software, and rentals used thereby providing verification of actual costs and copies of all daily work orders listing each skill level of labor and their individual hours worked. The original work orders must be two-copied and must be signed by the Clay County contact person at the job site. One copy should be given to that contact person and one retained for Vendor's files. The Vendor's personnel shall sign-in and sign-out on their work orders showing actual time of signing. All hardware, software, and rentals shall be listed on the work order. In most cases, Clay County will provide the Vendor with blank work order forms at each job site. At any work sites where the County does not supply the blank work order forms, the Vendor must provide these work order forms.
- If the Vendor foresees that they are going to exceed the original estimate, they must notify the (CCACAF) or designated representative, for approval in order to proceed on the additional work. Clay County shall not pay for additional work if the Vendor performs the work without Clay County's approval.