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ARTICLE 1 - PROJECT DESCRIPTION

Scope of Work

- 1.1 The work to be performed shall consist of the construction of the MSD Fleet/Warehouse Resurfacing project for the Metropolitan Sewerage District of Buncombe County, North Carolina. The project shall generally consist of the furnishing of all services, supplies, materials and equipment, and performing of all labor for the construction and installation of approximately **46,325 square feet of subsurface replacement, asphalt binder, and surface course** in accordance with the project plans and specifications.
- 1.2 The work shall be performed under unit price contract, and shall consist of furnishing all materials, supplies, and equipment; performing all labor and services incidental to or necessary for the complete construction of the project in accordance with the Plans and Specifications; and maintenance of each completed portion of the work until final acceptance of the entire project by the DISTRICT, unless otherwise approved by the ENGINEER.

ARTICLE 2 - PHYSICAL CONDITIONS/CONTRACT PLANS

- 2.1 **Physical Conditions.** There have been no subsurface explorations or reports utilized in the preparation of these contract documents.
- 2.2 **Contract Plans.** The work shall be performed in accordance with these specifications and contract plans, which are incorporated herein as part of the contract and which are identified by the following numbers and titles:

<u>Sheet No.</u>	<u>Description</u>
PL-1	Project Plans and Resurfacing Detail

ARTICLE 3 - PROJECT COORDINATION

3.1 **Intent of Plans and Specifications**

The intent of the Plans and Specifications is to prescribe a complete work that the CONTRACTOR undertakes to do in full compliance with the Contract. The CONTRACTOR shall do all work as provided in the Plans, Special Conditions Detail Sheets, Specifications and other parts of the Contract and shall do such additional, extra, and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. Any work or material not shown on the Plans or described in the Specifications, but which may be fairly implied as included in any item of the Contract, shall be performed and/or furnished by the CONTRACTOR without additional charge therefore. The CONTRACTOR shall

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furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work.

3.2 **Interpretation of Estimate**

The quantities of the work and materials shown on the Proposal form or on the Plans are believed to approximately represent the work to be performed and materials to be furnished and are to be used for comparison of bids. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications and it is understood that the quantities may be increased or decreased as hereinafter provided without in any way invalidating the bid prices.

3.3 **Time of Completion**

The CONTRACTOR shall commence work to be performed on the project under this agreement on a date to be specified in a written Notice to Proceed from the DISTRICT and shall duly complete all work under this agreement within **one hundred and twenty (120) consecutive calendar days** from said date. For each day in excess of the completion time limits specified above, the CONTRACTOR shall pay the DISTRICT the sum of Three Hundred Dollars (\$300.00) as liquidated damages reasonably estimated in advance to cover the losses incurred by the DISTRICT by reason of failure of said CONTRACTOR to complete the work within the time specified, such time being in the essence of this Contract and a material consideration thereof.

3.4 **Pre-Construction Conference**

Prior to starting any construction work on this project, a conference will be held in the Construction Office of the DISTRICT for the purpose of verifying general construction procedures, expediting the handling of shop drawings and schedules, and to establish a working understanding between the parties concerned on the project. Present at the conference shall be a responsible representative of the CONTRACTOR and the CONTRACTOR's job superintendent. The time of the conference shall be as agreed upon by the CONTRACTOR and DISTRICT.

3.5 **Progress Meetings**

The CONTRACTOR and any subcontractors, material suppliers or vendors whose presence is necessary or requested shall attend meetings, referred to as Progress Meetings, when requested by the DISTRICT for the purpose of discussing the execution of the work. Each meeting will be held at the time and place designated by the DISTRICT. A schedule for monthly meetings will be agreed upon at the pre-construction conference. The ENGINEER will call for and schedule additional meetings if necessary. All decisions, instructions and interpretations made at these meetings shall be binding and conclusive on the CONTRACTOR and such

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decisions, instructions and interpretations shall be confirmed in writing by the DISTRICT.

The proceedings of these meetings will be recorded and the CONTRACTOR will be furnished with a reasonable number of copies for his use and for his distribution to the subcontractors' material suppliers and vendors involved.

- 3.6 Utility owners within the vicinity of the Project may include, but are not limited to, those listed below. The CONTRACTOR shall contact N.C. OneCall Center for utility locations within public rights of way and easements before digging, as required by NC State Statutes.

Call NC OneCall Center, Inc. (locators for Buncombe County) at “811”.

<u>Utility / Agency</u>	<u>Phone</u>
Asheville Dispatch City Road Closures	828-252-1122
Asheville Public Works Department Streets Division	828-232-4567 828-259-5852
Chad Bandy	828-782-0546
Jerry Yates	828-778-8938
Rick Gath	828-777-4053
Storm Water	828-259-5973
Tony Chapman	828-777-5665
Amy Deyton	828-782-0755
Water Department	828-259-5975
Travis Mortier	828-778-0191
Jeremy Godfrey	828-778-0953
Michele Smith	828-777-3539
Asheville Transit Bus Lines	828-253-5691
AT&T Telephone Co.	877-737-2478
Chip Lance	828-258-7058
Jenny Stamey	828-251-8949
Black Mountain Public Works Director	828-669-8610 828-778-5525
Water Department	828-419-9300 x 1
Buncombe County Board of Education	

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Transportation Department		828-232-4240
Buncombe Co. Emergency Services		828-250-6650
Fire, Police - NON EMERGENCIES ONLY		
County Road Closures		
Buncombe County Planning Director		828-250-4830
Charter Spectrum	Don Pullen	828-367-8763
	Karen Allison	864-598-0816
Dominion Gas		877-776-2427
	Richard Walsh	828-273-8446
Duke Energy	Guard House	828-687-5206
	Power Outages	800-827-5118
	Seth McFee	828-271-6271
ERC Fiber	Lewis Lance	828-350-2415
		866-372-7110
M.S.D. of Buncombe County		
Construction Director		828-225-8262
Sewer Maintenance Division		828-255-0061
Norfolk Southern RR		
	James Peck	828-808-0366
NCDOT Highway Division	Nick Dorato	828-298-2741
Weaverville Town Hall		828-645-7116
Public Works		828-645-0606 x 400
Woodfin		
Street Department		828-253-4887
Water District		828-253-5551 x 8

ARTICLE 4- USE OF EASEMENTS AND RIGHT OF WAY

4.1 Right of Way Special Provision Detail Sheets and Easements

Easement widths are shown on the Plans and Easement Plats. The Plats (not to

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scale) are included at the end of the Specifications. If requested, scaled copies of the same will be provided to the CONTRACTOR. Exceptions to the typical details are shown as applicable on the Plans.

The CONTRACTOR shall comply with all provisions of the SPDS and easement agreement that may be applicable to his construction process or the general construction of this project.

Unless otherwise specified, all items in these SPDS shall be considered incidental to the mainline sewer construction. Any compensation to the CONTRACTOR for these items shall be included in the per linear foot bid unit price for the mainline sewer pipe, unless otherwise specified herein or listed in the Bid Schedule.

The SPDS and easement maps are attached for the following properties:

ARTICLE 5 - SPECIAL REQUIREMENTS

5.1 Street Cut Permits and Project Access

NCDOT Roads

Work within NCDOT maintained roadways shall be performed under the NCDOT encroachment permit, which is obtained by the ENGINEER.

City of Asheville Roads

Work performed within City of Asheville streets will require a street-cut permit. It shall be the CONTRACTOR's responsibility to obtain such permits prior to beginning work within said public right of way.

Other Municipalities

Work performed in other municipally-owned public roadways may require a street-cut permit. It shall be the CONTRACTOR's responsibility to obtain such permits prior to beginning work within said public right of way.

All costs associated with NCDOT Encroachments, street-cut permits, and their conditions/requirements shall be included within the various bid items, and no extra or separate payment will be made by the DISTRICT to the CONTRACTOR.

This also includes parking-meter closure fees, where there is an additional charge for existing parking meters on a closed public street.

Where the project work area is not within a Public Street or roadway, the

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CONTRACTOR shall use existing drives and parking lots as may be reasonable and necessary; however, he shall keep such usage to the minimum required and in accordance to the terms and conditions of the DISTRICT's Right of Way Policy and the recorded Easement Agreement between the DISTRICT and the Property Owner(s).

The CONTRACTOR shall maintain reasonable access to all properties and drives during construction. Any trench excavations within drive or parking lot that is used for direct access to such property shall be backfilled and provided with an all-weather surface at the end of each day's work. Where the Property Owner SPDS specifies conditions different from the above, the SPDS shall take precedent.

5.2 **Maintenance of Traffic**

The project will be divided into sections to allow MSD fleet traffic to continue to flow. Project schedule shall be coordinated with MSD Engineer and MSD Fleet Maintenance Manager.