

Section V: Special Conditions

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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 **Caledonia Road General Sewer Rehabilitation, MSD Project No. 2014153** 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 2,126 L.F. of 8-inch DIP mainline sewer, including manholes and all appurtenances related thereto.
- 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>
C-1	Index of Drawings and Vicinity Map
PL-1	Sanitary Sewer Overall & Surface Repair Plan
PL-2	Sanitary Sewer Plan & Profile Line "A"
PL-3	Sanitary Sewer Plan & Profile Line "B & C"
PL-4	Sanitary Sewer Plan & Profile Line "D & E"
D-1	Sanitary Sewer Details

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

Section V: Special Conditions

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 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 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

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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 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		828-232-4567
Streets Division		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		828-669-8610
Public Works Director	Jamie Matthews	828-778-5525
Water Department		828-419-9300 x 1

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

<u>Name of Property Owner</u>	<u>PIN No.</u>	<u>SPDS</u>
Anthony & Reis, LLC	9648-62-1325	Yes
City of Asheville	9648-62-8850	Yes
The Residences at Biltmore	9648-62-3059	Yes

Anthony & Reis, LLC: Item 2 of the SPDS shall be paid at the unit price for “BITUMINOUS ASPHALT RESURFACING (TYPE SF 9.5A) 2” MIN. DEPTH”. Item 3 of the SPDS shall be considered incidental to the mainline sewer construction.

City of Asheville: Item 1 of the SPDS shall be considered incidental to the mainline sewer construction.

The Residences at Biltmore: Items 1 & 5 of the SPDS include requirements for construction schedule. See Article 5 – Special Requirements for further instruction. Item 2 has been included on the drawings and will be paid at the unit price for “BITUMINOUS ASPHALT RESURFACING (TYPE SF 9.5A) 2” MIN. DEPTH”. Item 3 will be paid at the unit price for “CONCRETE SIDEWALK REPLACEMENT”. Item 4 has been included on the drawings and will be paid at the unit price for “8” x 8” x 4” DUCTILE IRON WYE”.

ARTICLE 5 - SPECIAL REQUIREMENTS

- 5.1 The Residences at Biltmore Condominium Owners’ Association, Inc. (PIN 9648-62-3059) has requested that sewer line replacement work be completed by March

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1, 2023 in order to minimize disruption to the owners and their tenants. The CONTRACTOR shall exercise its best effort to satisfy this request.

5.2 Street Cut Permits and Project Access

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.

All costs associated with 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 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.

5.3 Maintenance of Traffic

Access to homes and businesses shall be maintained at all times to the properties along and abutting streets disturbed by construction, unless otherwise approved by the ENGINEER. On streets disturbed by construction, a minimum of one lane (with flagmen) shall be maintained at all times and further provided that adequate signing and control is provided as required by the AASHTO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS and NCDOT Guidelines.

All lane closures and traffic measures shall be coordinated with and meet the minimum requirements of each municipality. Flagmen shall be provided on each end of the closed section or at intermediate points where the closed section is in excess of 250' or where the line of sight is impaired.

5.4 Sewer Service Line Connections

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Sewer service connections to the existing lines shall be re-connected to the new lines in accordance to the NC Plumbing Codes. Payment for sewer service cleanouts shall be paid on a per unit installed basis at the bid unit price. Where more than 5 feet of 4" or 6" PVC or DIP service line is required to reconnect the existing service to the new sewer mains and/or manholes, the CONTRACTOR shall be compensated for the appropriate linear footage of 4" or 6" pipe installed at the bid unit price for the appropriate size pipe. The first 5 feet of sewer service lateral beyond the point of reconnection, shall be considered as incidental to the project work scope and shall not be included in above calculations of 4" or 6" PVC or DIP service line installed.

5.5 **Non-Discharge Permit**

Permit pending.

SPECIAL PROVISIONS DETAIL SHEET

December 8, 2021

Project: Caledonia Road GSR
MSD of Buncombe County Project #2014153

Agent: Wesley G. Banner

Parcel Number: 9648-62-8850

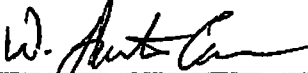
Owner: City of Asheville
Attn: Ellen McKinnon

Phone: (828) 259-5725

Owner Email: emckinnon@ashevillenc.gov

Site Address: 13 Caledonia Road, Asheville, NC 28803

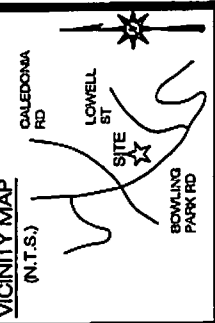
Mailing Address: P.O. Box 7148, Asheville, NC 28802

Engineer Approval:  12/9/21

1. The MSD Inspector shall contact with the person at the phone number listed above at least one week prior to any work occurring on this property (excepting emergencies).

EXHIBIT A

REDUCED COPY
NOT TO SCALE



LINE	BEARING	DISTANCE
L1	N 18°25'04" W	56.59'
L2	N 73°24'58" E	20.00'
L3	S 16°35'04" E	98.21'
L4	S 28°18'21" W	37.85'
L5	N 33°01'14" W	24.40'
L6	N 22°02'17" E	57.99'
L7	S 67°57'43" E	20.00'
L8	S 22°02'17" W	71.98'

AREA TABLE

T.C.E. 1:	0.022 ACRES	978.0 SQ. FT.
T.C.E. 2:	0.030 ACRES	1,269.4 SQ. FT.
TOTAL EASEMENT AREA:	0.052 ACRES	2,277.4 SQ. FT.

CALEDONIA ROAD
MAINTAINED BY THE CITY OF ASHEVILLE
(ASPHALT)

LOWELL STREET
MAINTAINED BY THE CITY OF ASHEVILLE
(ASPHALT)

BOWLING PARK ROAD
MAINTAINED BY THE CITY OF ASHEVILLE
(ASPHALT)

NOTES:

- THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD THAT WOULD BE REVEALED BY A TITLE SEARCH.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GRID UNLESS OTHERWISE NOTED.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GRID UNLESS OTHERWISE NOTED.
- NO ADJACENT CORNERS SET.
- BEARINGS ARE BASED ON NAD 83 (1983) DATUM.
- CONVERSION FACTOR: 0.660780655 (NAD 83 TO NAD 26).
- POSITIONAL ACCURACY: 0.02 METERS (NAD 83 TO NAD 26).
- AREA COMPUTED BY THE COORDINATE METHOD.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

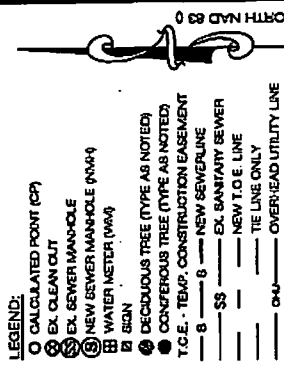
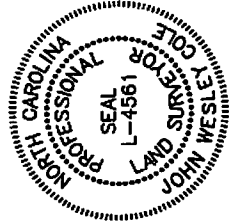
REVIEW OFFICER _____
DATE _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, JOHN WESLEY COLE, CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORIES AS DESCRIBED IN G.S. 47-300(1)(a): THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

I, JOHN WESLEY COLE, P.L.S. L-4561
L-4561

COLE SURVEYING & DESIGN, PA
549 ELK PARK DRIVE, SUITE 707
ASHEVILLE, NC 28804
PHONE: 828-251-7025
NC FIRM #C-3106 | SC COA #4052



LEGEND:

- CALCULATED POINT (C.P.)
- EX. CLEAN CUT
- ⊙ EX. SEWER MANHOLE
- ⊙ NEW SEWER MANHOLE (N.M.H.)
- ⊙ WATER METER (W.M.)
- ⊙ SIGN
- ⊙ DECIDUOUS TREE (TYPE AS NOTED)
- ⊙ CONIFEROUS TREE (TYPE AS NOTED)
- T.C.E.: TEMP. CONSTRUCTION EASEMENT
- B — EX. SANITARY SEWER
- S — NEW SANITARY SEWER
- T.O.E. — NEW T.O.E. LINE
- U — T.E. LINE ONLY
- O — OVERHEAD UTILITY LINE

DATE	REVISIONS MADE	BY:

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NC
MSD PROJECT #2014163
SEWER LINE EASEMENT ACROSS THE PROPERTY OF:
CITY OF ASHEVILLE
SCALE: 1"=50' PROJECT #: 16-118 DATE: 07/02/21
CITY OF ASHEVILLE, BUNCOMBE COUNTY, NC



NGS KENILWORTH
NC GRID COORDINATES
N: 881,888.68' NAD 83/11
E: 947,197.62' NAD 83/11
ELEV.: 2171.97' NAVD 88
(PUBLISHED)

NO. GRID COORDINATES
N: 882,311.18' NAD 83/11
E: 948,670.00' NAD 83/11

SPECIAL PROVISIONS DETAIL SHEET

February 17, 2022

Project: Caledonia Road GSR
MSD of Buncombe County Project #2014153

Agent: Wesley G. Banner


Parcel Number: 9648-62-1325

Owner: Anthony & Reis, LLC
c/o Kelly Thornton, Manager Cedar Crest Inn

Phone: (828) 713-1209

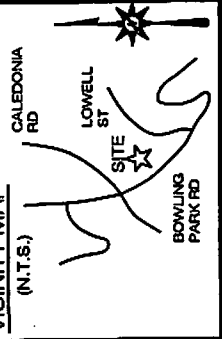
Owner Email: kellyt@cedarcrestinn.com

Address: 674 Biltmore Ave., Asheville, NC 28803

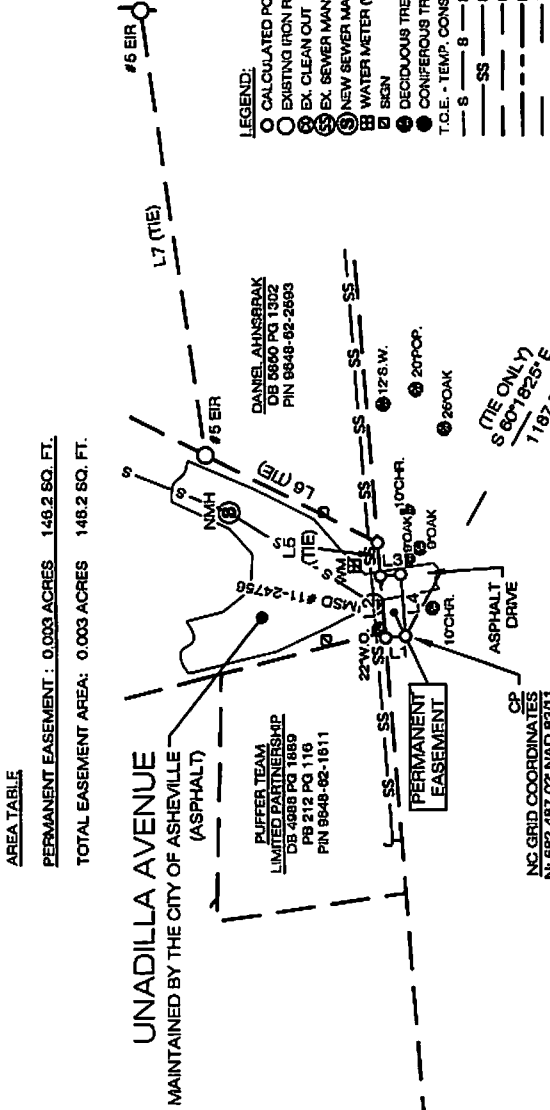
Engineer Approval:  2/17/22

1. The MSD Inspector shall contact with the person at the phone number listed above at least two weeks prior to any work occurring on this property, and before the closure of Unadilla Avenue as this is used as their egress (excepting emergencies).
2. The contractor shall repair the asphalt drive entrance where disturbed due to sewer line construction per MSD standards.
3. Grantor's (MSD's) Utility Contractor shall maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability endorsements), death or property damage with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000), on an "occurrence" basis, which insurance shall name Grantor (Anthony & Reis, LLC) as an additional insured throughout the contract period for this project. Evidence of this policy shall be furnished to the Manager of the Cedar Crest Inn prior to any work occurring on this property.

**REDUCED COPY
NOT TO SCALE**



- LEGEND:**
- CALCULATED POINT (CP)
 - EXISTING IRON REBAR (EIR)
 - EX. CLEAN OUT
 - EX. SEWER MANHOLE
 - NEW SEWER MANHOLE (NMH)
 - WATER METER (WM)
 - SIGN
 - DECIDUOUS TREE (TYPE AS NOTED)
 - CONIFEROUS TREE (TYPE AS NOTED)
 - T.O.E. - TEMP. CONSTRUCTION EASEMENT
 - S — B — NEW SEWERLINE
 - SS — EX. SANITARY SEWER
 - BOUNDARY LINE
 - NEW PERMANENT SEWER EASEMENT LINE
 - TIE LINE ONLY



AREA TABLE

PERMANENT EASEMENT : 0.003 ACRES 148.2 SQ. FT.
TOTAL EASEMENT AREA: 0.003 ACRES 148.2 SQ. FT.

- NOTES:**
1. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD THAT WOULD BE REVEALED BY A TITLE SEARCH.
 2. ALL CORNERS ARE MARKED AS SHOWN IN THE LEGEND UNLESS OTHERWISE NOTED.
 3. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GRID DISTANCES UNLESS OTHERWISE NOTED.
 4. NO MISSING CORNERS SET.
 5. BEARINGS ARE BASED ON ND GRID NORTH USING THE NCGS BIRD NETWORK.
 6. CORNER FACTOR: 0.9997883.
 7. AREA COMPUTED BY THE COORDINATE METHOD. (CECSD 128).
 8. NOT ALL UTILITIES SHOWN TO PRESERVE MAP CLARITY.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

OFFICER OF BUNCOMBE COUNTY, CERTIFY THAT THIS SURVEY IS ACCORDING TO THE STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
DATE _____

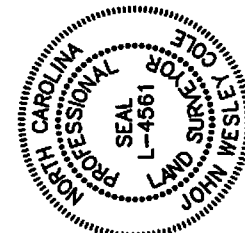
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, JOHN WESLEY COLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 2484 PAGE 1322); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN MAPS THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 2ND DAY OF JULY, A.D., 2021.

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORIES AS DESCRIBED IN G.S. 47-30(11)(a): THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John Wesley Cole
JOHN WESLEY COLE, P.L.S. L-4561

COLE SURVEYING & DESIGN, PA
549 ELK PARK DRIVE, SUITE 707
ASHEVILLE, NC 28804
PHONE: 828-251-7025
NC FIRM #C-3106 | SC COA #4052



ANTHONY & REIS, LLC
DB 4494 PG 1327
(REF: DB 1341 PG 566)
PIN 9848-62-1325

NCGS KENILWORTH
NC GRID COORDINATES
N: 661,898.66' NAD 83/11
E: 947,187.62' NAD 83/11
ELEV.: 2171.97' NAVD 88
(PUBLISHED)

LINE	BEARING	DISTANCE
L1	N 04°23'08" W	6.93'
L2	N 86°34'00" E	21.06'
L3	S 04°23'08" E	6.95'
L4	S 86°36'52" W	21.06'
L5	N 85°34'00" E	11.39'
L6	N 27°23'55" E	66.13'
L7	N 81°56'06" E	152.76'



REVISIONS:	DATE	REVISIONS MADE	BY:

METROPOLITAN SEWERAGE DISTRICT OF
BUNCOMBE COUNTY, NC
MSD PROJECT #2014163
ANTHONY AND REIS, LLC
SEWER LINE EASEMENT ACROSS THE PROPERTY OF:
SCALE: 1"=50' PROJECT #: 16-118 DATE: 07/02/21
CITY OF ASHEVILLE, BUNCOMBE COUNTY, NC

SPECIAL PROVISIONS DETAIL SHEET

September 20, 2022

Project: Caledonia Road GSR
MSD of Buncombe County Project #2014153

Agent: Wesley G. Banner

Parcel Number: 9648-62-3059


Owner: The Residences at Biltmore Condominium Owners' Association, Inc.
c/o Ashley Burroughs (Onsite Property Manager)

Phone: (828) 350-8000

Owner Email: Steve.Mudge@serrus.com

Site Address: 421 Bowling Park Road, Asheville, NC 28803

Notice Address: 4 Davis Cates Drive, Greenville, SC 29607 Steve Mudge
(Condominium Owners' Association President)

Engineer Approval:  9/20/22

1. The MSD Inspector shall contact Mr. Steve Mudge at the mailing address listed above, and Ashley Burroughs at the phone number listed above at one month in advance prior to closure of either parking lot entrance located off Bowling Park Road (excepting emergencies). Work shall commence early within the first quarter of the year in efforts to minimize disruption to the affected owners.
2. The contractor shall perform an asphalt overlay of all disturbed areas of the parking lots per MSD standards after construction is complete. The MSD Inspector shall take detailed photographs and video to document the condition of the asphalt parking lot before work begins. Contractor shall be required to repair any damage to the asphalt surface of any of the easement areas due to either settling or any other causes resulting from defective workmanship performed by the contractor occurring or becoming visibly apparent within the one-year period after the last day of work by Contractor in any of the easement areas.
3. The contractor shall repair any damaged concrete curb and gutter or sidewalk that are damaged due to sewer line construction. The MSD Inspector shall take detailed photographs and video to document the condition of these improvements before work begins.
4. Contractor shall provide one (1), four-inch (4") tap during construction for the owner's future use. The MSD Inspector shall contact the owner at the phone number listed above to determine an agreeable tap location prior to construction.

Owner understands they must complete a sewer service application with MSD prior to connection to said tap. Owner also understands that this form must be presented to waive the tap fee. **All other prevailing MSD fees at the time of connection shall apply.**

5. Contractor will exercise reasonable best efforts to complete all the work on the common elements property before March 1, 2023. This work may not include the final paving course which is dependent upon weather conditions.
6. Contractor shall be required to, during construction, and on a nightly basis shall backfill or install metal plates over the trench to make passable and safe for both vehicular and pedestrian traffic within all easement areas where work is being performed during working hours.
7. Contractor shall not be permitted to store any equipment or materials on the Owner's real property outside of the temporary construction and permanent easement areas.