

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	PROJECT DESCRIPTION	2
2	PHYSICAL CONDITIONS/CONTRACT PLANS	2
3	PROJECT COORDINATION	2-4
3.1	Intent of Plans and Specifications	
3.2	Interpretation of Estimate	
3.3	Time of Completion	
3.4	Pre-Construction Conference	
3.5	Progress Meetings	

ARTICLE 1 - PROJECT DESCRIPTION

Scope of Work

- 1.1 The scope of the project shall include the removal of all vegetation within the Incinerator Ash Lagoon located at the Metropolitan Sewerage District's French Broad River Water Reclamation Facility. The intent of this project is to remove surface vegetation only, including the roots, and not to dredge wasted material from the lagoon. CONTRACTOR shall complete all excavation, removal, dewatering and processing of unwanted vegetation within the lagoon as specified herein.
- 1.2 The work shall be performed lump sum contract, and shall consist of all labor and services incidental to or necessary for the complete construction of the project in accordance with the Plans and Specifications until final acceptance of the entire project by the DISTRICT, unless otherwise approved by the ENGINEER.

CONTRACTOR shall submit a lump sum bid price. Bid form is attached.

Depending on the duration and satisfaction of Phase 1 project completion, the DISTRICT may choose to continue the lagoon restoration operations beyond the original Scope of Phase I. A unit price Alternate Bid item has been included on the Bid Form for additional 50'x50' areas (2,500sf). The Alternate Bid item shall not to be included in the base bid nor considered in the awarding of the bid.

- 1.3 **A mandatory pre-bid walk through will be held on-site on Tuesday, November 2, 2021 at 2:00 PM at the Ash Lagoon.**

ARTICLE 2 - PHYSICAL CONDITIONS/CONTRACT PLANS

- 2.1 **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	Plan View and 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

Section V - Special Conditions

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 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 **sixty (60) consecutive calendar days** from said date. **Work needs to be completed no later than April 1, 2022.** 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

Section V - Special Conditions

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 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.