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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 **W. City View at Riverside Drive Sanitary Sewer Rehabilitation** 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 766 L.F. of 8-inch mainline sewer that consists of 686 L.F. of 8-inch HDPE by pipe burst method and 80 L.F. of 8-inch DIP by dig and replace method, 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.
- 1.3 The work to be performed for the segment MH #1 (EX. MH #51-15353) to MH #2 shall be coordinated with the Town of Woodfin Woodfin Wave project. The Wave project contractor will grade this area to the proposed grade in Spring/Summer 2026. Once this work is complete, MSD's Contractor for the W. City View at Riverside Drive Sanitary Sewer Rehabilitation shall install 80 L.F. Of 8-inch DIP for segment MH #1 to MH #2. This work may be performed outside the sixty (60) day project duration.

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 <u>Contract Plans.</u> 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:

Sheet No.	<u>Description</u>
C-1	INDEX OF DRAWINGS AND VICINITY MAP
PL-1	SANITARY SEWER PLAN AND PROFILE
D-1	SANITARY SEWER DETAILS
D-2	EROSION CONTROL DETAILS

ARTICLE 3 - PROJECT COORDINATION

3.1 <u>Intent of Plans and Specifications</u>

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 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. 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 <u>Pre-Construction Conference</u>

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 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".

Utility / Agency		Phone
Asheville Dispatch City Road Closures		828-252-1122
Asheville Public Works Department Streets Division Storm Water	Chad Bandy Jerry Yates Rick Gath Tony Chapman Amy Deyton	828-232-4567 828-259-5852 828-782-0546 828-778-8938 828-777-4053 828-259-5973 828-777-5665 828-782-0755
Water Department	Travis Mortier Jeremy Godfrey Michele Smith	828-259-5975 828-778-0191 828-778-0953 828-777-3539

Section V: Special Conditions

Asheville Transit Bus Lines	828-253-5691	
AT&T Telephone Co.	Chip Lance Jenny Stamey	877-737-2478 828-258-7058 828-251-8949
Black Mountain Public Works Director Water Department	Jamie Matthews	828-669-8610 828-778-5525 828-419-9300 x 1
Buncombe County Board of Education Transportation Department	on	828-232-4240
Buncombe Co. Emergency Services Fire, Police - NON EMERGENCIES County Road Closures	SONLY	828-250-6650
Buncombe County Planning Directo	828-250-4830	
Charter Communications		800-955-0511 Option 3
Dominion Gas	Richard Walsh	877-776-2427 828-273-8446
Duke Energy	Guard House	828-687-5206
ERC Fiber	Power Outages David Martin Lewis Lance	800-827-5118 828-271-6264 828-350-2415 866-372-7110
M.S.D. of Buncombe County Construction Director Sewer Maintenance Division	i.	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		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 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:

Name of Property Owner	PIN No.	SPDS	
Town of Woodfin	9730-03-1357	Yes	
Noreen McManus-Stuart	9730-03-3258	No	
Matthew C. Jacobs	9730-03-4272	No	
West City View, LLC	9730-03-6398	No	
West City View, LLC	9730-03-8412	No	
West City View, LLC	9730-03-6572	Yes	

<u>Town of Woodfin:</u> Item 2 of this SPDS has been included to make the Contractor aware of the proposed dry stacked retaining wall that has not been installed at this time (October 2025). The Contractor shall not disturb this retaining wall if the wall is in place at the time of construction. If the wall is disturbed or damaged, the Contract shall replace to match existing.

West City View, LLC (9730-13-6572): Item 2 of this SPDS have been included in the Bid Form unit price for "8" DIP (Class 350) All Depths".

ARTICLE 5 - SPECIAL REQUIREMENTS

5.1 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.

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 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

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 <u>AASHTO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS and NCDOT Guidelines</u>.

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.

5.3 **Sewer Service Line Connections**

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.

5.4 Non-Discharge Permit

Copy will be provided prior to construction.

Add any other permits here.

SPECIAL PROVISIONS DETAIL SHEET

March 14, 2025

Project:

West City View Dr. @ Riverside Drive SSR

MSD of Buncombe County Project #2024020

Agent:

Wesley G. Banner

Parcel Number:

9730-03-1357

Owner:

Town of Woodfin

c/o Shannon Tuch, Town Manager

Phone:

(828) 253-4887

Site Address:

1476 Riverside Drive, Asheville, NC 28804

Mailing Address:

90 Elk Mountain Road, Asheville, NC 28804

Engineer Approval:

ann 3/14/25

- 1. The MSD Inspector shall contact the property owner at the phone number listed above at least two weeks prior to the work beginning on this property (excepting emergencies).
- 2. The dry stacked retaining wall shown on the approved construction plans adjacent to Manhole #2 (Existing MSD Manhole#51-413899) shall be allowed to remain and be maintained (by the Town of Woodfin) within the permanent sewer easement. This same retaining wall is shown on the approved plan set for Riverside Park.

SPECIAL PROVISIONS DETAIL SHEET

March 14, 2025

Project:

West City View Drive @ Riverside Drive SSR

MSD of Buncombe County Project #2024020

Agent:

Darrell R. Hess

Parcel Number:

9730-13-6572

Owner:

West City View LLC c/o Mike Anderson

Email:

Mikea@carolinas-eng.com

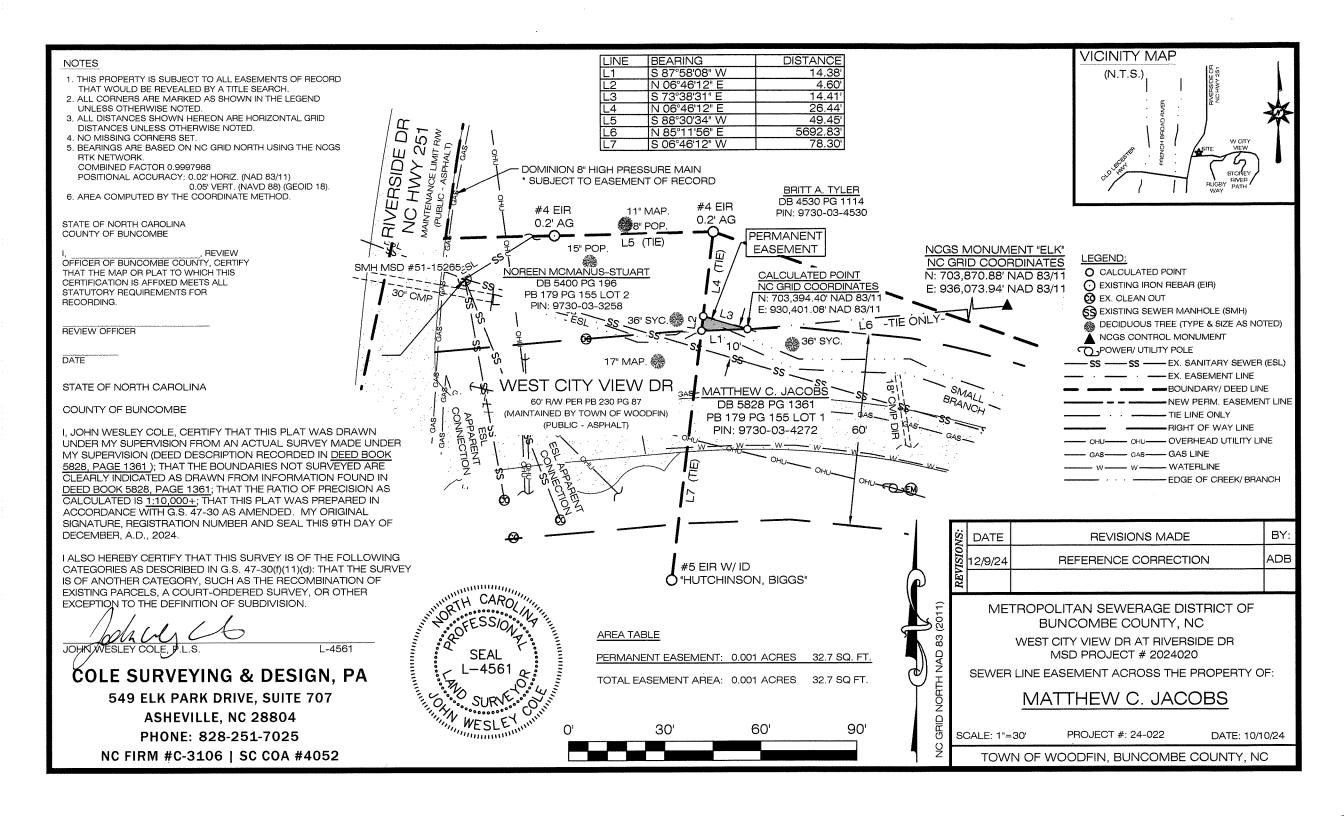
Address:

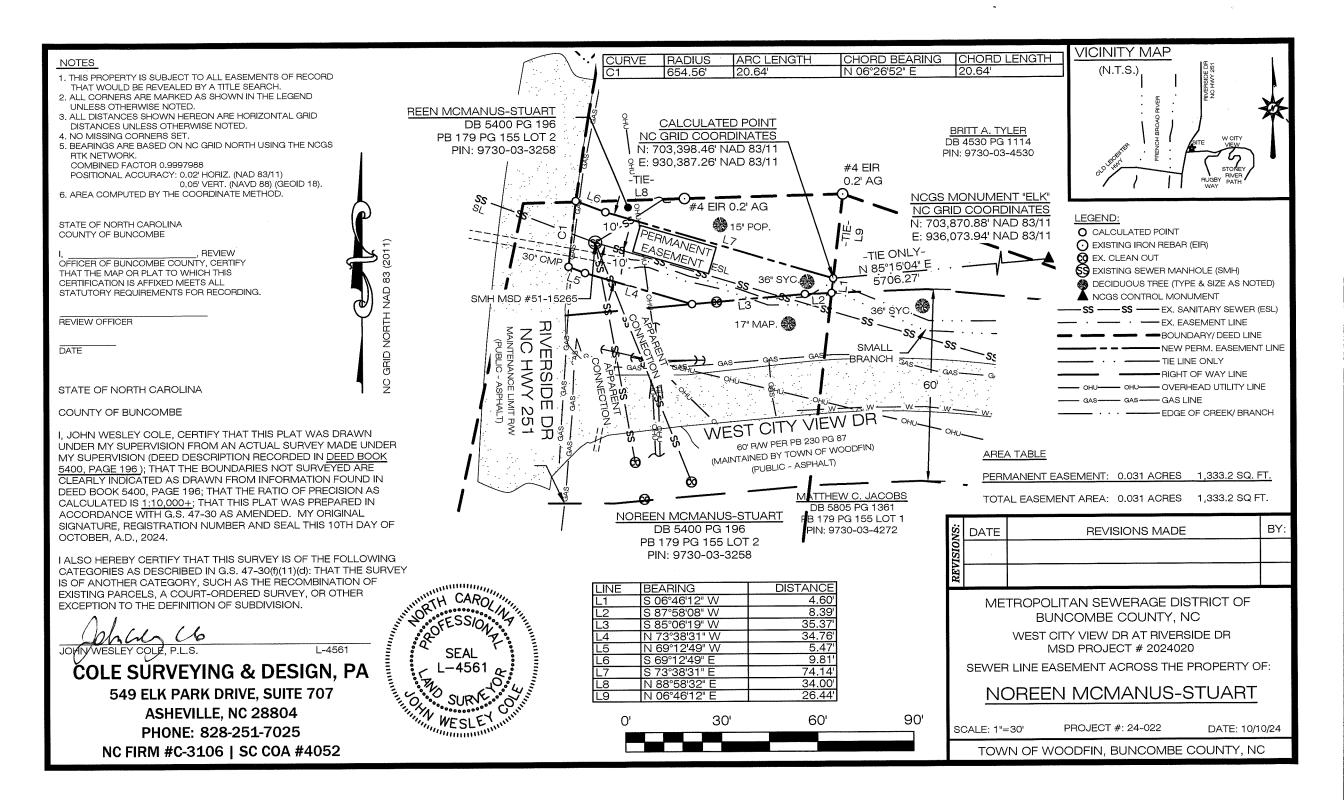
99999 W. City View Drive, Asheville NC 28804

Engineer Approval:

Jamman 3/19/25

- 1. The MSD Inspector shall contact the property owner at the email listed above at least one week prior to any work being performed on the property (excepting emergencies) to give owner notice of when work will begin.
- 2. MSD Contractor shall provide an 8" stub out at MH#7 (EX. MH#51-76317) for future use.





EXHIBIT

