Section 01015 – PROJECT REQUIREMENTS

1. NOTICE OF COMMENCEMENT OF WORK. Contractor shall notify the Utility Owner at least 48 hours prior to beginning of the Work.

2. RESPONSIBIITY FOR MATERIALS AND EQUIPMENT.

2.01. Items Furnished by Contractor. Contractor shall be fully responsible for all materials and equipment which he has furnished.

All items shall be unloaded promptly after arrival. All charges for demurrage due to negligence or delay by Contractor shall be paid by Contractor. Materials shall be handled by methods which will prevent damage.

Materials shall be protected from exposure to the elements. All material shall be stored in accordance with the General Equipment Stipulations, Supplementary Conditions, and/or the Manufacturers recommendation.

2.02. Payment of Stored Material. Receipt and payment of stored materials shall coincide with the construction schedule of work, as approved by the Utility Owner.

3. PREPARATION FOR SHIPMENT. All materials shall be suitably packaged to facilitate handling and protect against damage during transit and storage. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Engineer.

Each item, package, or bundle of material shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included which each shipment.

4. LAND FOR CONSTRUCTION PURPOSES. Any additional area required by Contractor shall be obtained from property owners by and at the expense of the Contractor. The Utility Owner shall not be liable for any damages caused by Contractor to such premises. Yard areas shall be kept neat and clean.

The Contractor shall hold and save the Utility Owner free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises of third persons. Upon completion of the construction, the Contractor shall provide the Utility Owner with a copy of Release of Claim forms verifying that all trespasses or damages on premises of third persons have been sufficiently resolved, if necessary.

Contractor shall immediately move stored materials or equipment if any occasion arises, as determined by Utility Owner, requiring access to the storage area. Materials or equipment shall not be placed on the property of Utility Owner until Utility Owner has agreed to the location to be used for storage.

5. EASEMENTS AND RIGHTS-OF-WAY. The easements and right-of-way for the pipelines will be provided by Utility Owner. Contractor shall confine his construction operations within the limits indicated on the Drawings. Contractor shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies in order to avoid damage to property and interference with traffic.

5.01. On Private Property. Easements across private property are indicated on the Drawings. Contractor shall set stakes to mark the boundaries of construction easements across private property. Contractor shall furnish, without charge, competent persons from his force and such tools, stakes, and other materials as Owner may require in staking out the boundaries of construction easements. The stakes shall be protected and maintained until completion of construction and cleanup.

Construction shall not enter any private property outside the designated construction easement boundaries without written permission from the owner of the property.

5.02. Work Within Highway and Railroad Rights-Of-Way. Permits shall be obtained by the Utility Owner. All Work performed and all operations of Contractor, his employees, or Subcontractors, within the limits of railroad and highway rights-of-way, shall be in conformity with the requirements and be under the control (through Owner) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

All work within the Highway and Railroad Rights-of-Way shall conform to the requirements of those sections of the specifications. The Contractor shall provide all bonds and insurance required by the governing agency, as defined and/or specified in the Supplementary Conditions.

6. NOTICES TO OWNERS AND AUTHORITIES. Contractor shall, as provided in General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may affect them.

When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, Contractor shall give notice sufficiently in advance to enable the affected persons to provide for their needs. Notices will conform to any applicable local ordinance, and shall be delivered in writing and will include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.

Utilities and other concerned agencies shall be notified at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines. All utility location notifications shall be in accordance with the North Carolina Underground Damage Prevention Act, N.C. General Statute 87-100.

6.01. NOTICES TO UTILITY OWNERS.

a. Planned Utility Disruption or Loss. Prior to the issuance of the utility disruption notices, the Contractor shall submit a draft of a utility disruption notice to the Utility Owner and/or affected

utility provider for review and approval. The Contractor shall coordinate the issuance of the utility disruption notices with the Utility Owner and/or the affected utility provider at least 5 working days in advance of the utility disruption. The contractor shall be responsible for ensuring that all properties affected by utility disruption receive an approved utility disruption notice at least 3 working days in advance to the scheduled disruption in services.

b. Unplanned Utility Disruption or Loss. Unintentional, accidental, or unplanned disruption or loss of utility services must be reported to the Utility Owner, the affected utility provider, and the applicable emergency personnel and/or agency immediately, but not later than 12 hours. The contractor shall be responsible for contacting all affected properties and taking all necessary emergency actions. Contractor shall submit to the Utility Owner and/or affected utility provider, within 5 working days, a list of all property owners, emergency personnel, and utility companies and/or agencies contacted during the un-planned utility services disruption/loss. This list shall include written documentation of the time of contact, the method of contact, and the response or action taken to remedy or repair the utility service disruption/loss.

6.02. NOTICE TO UTILITY OWNER - MAJOR UTILITY SHUTDOWN

Contractor shall, as provided in the General Conditions, notify utilities when prosecution of the work shall result in a utility shutdown. Major Utility Shutdowns shall be identified in the Special Conditions of the Contract Documents.

When it is necessary to interrupt any utility or utility service connection, the Contractor shall prepare and present a detailed plan and schedule in writing as to the following:

1. Date of commencement of the shutdown
2. Planned completion date (when interruption will cease)
3. Designation of specific utility affected
4. Location sketch of planned interruption
5. Contractor contact names and phone numbers
6. List of affected property owners
7. Plan for maintaining service (bypass pumping, temporary pipeline, etc.)

This detailed plan shall be transmitted to the Utility Owner one month in advance of the planned commencement date. Written approval of this detailed plan must be received by the Utility Owner prior to commencing with the shutdown. All costs of shutting the utility down, maintaining service, and putting the affected utility back on line shall be included in the contractor's bid price.

7. LINES AND GRADES. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

Basic horizontal and vertical control points will be established or designated by the Utility Owner and are shown on the Drawings. These points shall be used as datums for the Work. All

additional survey, layout, and measurement Work shall be performed by Contractor as a part of the Work.

Contractor shall provide an experienced instrument person and competent assistants, under the supervision of a Registered Land Surveyor in the State of North Carolina, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement Work. In addition, Contractor shall furnish, without charge, competent persons from his force and such tools, stakes, and other materials as Utility Owner may require in establishing or designating control points, in establishing construction easement boundaries, or in checking survey, layout, and measurement Work performed by Contractor.

Contractor shall keep Utility Owner informed, a reasonable time in advance, of the times and places at which he wishes to do work, so that horizontal and vertical control points may be established and any checking deemed necessary by Utility Owner/Engineer may be done with minimum inconvenience to Utility Owner/Engineer and minimum delay to Contractor.

Contractor shall remove and reconstruct Work which is improperly located.

8. CONNECTIONS TO EXISTING FACILITIES. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drainlines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from Owner or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

9. UNFAVORABLE CONSTRUCTION CONDITIONS. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

10. CUTTING AND PATCHING. As provided in General Conditions, Contractor shall perform all cutting and patching required for the Work and as may be necessary in connection with uncovering Work for inspection or for the correction of defective Work.

Contractor shall perform all cutting and patching required for an in connection with the Work, including but not limited to the following:

Removal of improperly timed Work.

Removal of samples of installed materials for testing.

Alteration of existing facilities.

Installation of new Work in existing facilities.

Contractor shall provide all shoring, bracing, supports, and protective devices necessary to safeguard all Work and existing facilities during cutting and patching operations. Contractor shall not undertake any cutting or demolition which may affect the structural stability of the Work or existing facilities without Utility Owner's concurrence.

Materials shall be cut and removed to the extent indicated on the Drawings or as required to complete the Work. Materials shall be removed in a careful manner, with no damage to adjacent facilities or materials. Materials which are not salvageable shall be removed from the site by Contractor.

All Work and existing facilities affected by cutting operations shall be restored with new materials, or with salvaged materials acceptable to Engineer/Utility Owner, to obtain a finished installation with the strength, appearance, and functional capacity required. If necessary, entire surfaces shall be patched and refinished.

At any time when Contractors will be crossing city streets with heavy equipment or open cutting said streets, it will be necessary to get a permit from the Utility Owner and/or North Carolina Department of Transportation for such action. Contractors with equipment entering Utility Owner or Department of Transportation maintained streets shall not spill debris or deposit mud, dirt, etc., on these streets without immediate clean-up. After two warnings, cleanup may be done by Utility Owner forces and backed charged to the offending Contractor.

11. CLEANING UP. Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Contractor shall provide adequate trash receptacles about the site and shall promptly empty the containers when filled.

Volatile waste shall be properly stored in covered metal containers and removed daily.

Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and anti-pollution laws.

Adequate cleanup will be a condition for recommendation of progress payment applications.

Contractor shall keep streets and roadways clean and accessible at all times. Street and roadway cleaning shall be as required by and to the satisfaction of the authority having jurisdiction over the street or roadway.

12. APPLICABLE CODES. Reference in the Contract Documents to local codes mean the following:

North Carolina Building Code (Current)

North Carolina Occupational Safety and Health Standards for General Industry

North Carolina Department of Transportation.

Other standard codes which apply to the Work are designated in the Specifications.

13. NSF CERTIFICATION. The following materials which come in contact with the treated water shall have certification to ANSI/NSF 60 or 61.

Joining and sealing materials, such as solvents, cements, welding materials, and gaskets.

Pipe and fittings.

Coatings, linings, and paints.

14. PRECONSTRUCTION CONFERENCE. Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by:

Contractor and his superintendent.

Principal subcontractors.

Representatives of principal Suppliers and manufacturers as appropriate.

Representatives of Owner.

Governmental representatives as appropriate.

Other as requested by Contractor or Utility Owner.

Unless previously submitted to Engineer, Contractor shall bring to the conference a preliminary schedule for each of the following:

Progress

Procurement.

Shop Drawings and other submittals.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

Contractor's preliminary schedules.

Transmittal, review, and distribution of Contractor's submittals.

Processing applications for Payment.

Maintaining record documents.

Critical Work sequencing.

Field decisions and Change Orders.

Use of premises, office and storage areas, security, housekeeping, and Utility Owner's needs.

Major equipment deliveries and priorities.

Contractor's assignments for safety and first aid.

Utility Owner will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

15. PROGRESS MEETINGS. Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by Utility Owner or required by progress of the Work. Contractor and all subcontractors active on the site shall be represented at each meeting. Contractor may at his discretion request attendance by representatives of his Suppliers, manufacturers, and other Subcontractors.

Utility Owner shall preside at the meetings. Meeting minutes will be prepared and distributed by Engineer/Utility Owner. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

16. EXISTING UTILITIES. Contractor shall be responsible for locating all existing utilities prior to any excavation. Contractor shall pay all costs for temporarily and permanently relocating all overhead and underground utilities. Contractor shall coordinate with the utility owner all work near other utilities at least 1 week in advance of being near the other utility.

END OF SECTION