



GENERAL CONDITIONS - DONATED PROJECTS

1. **DEFINITIONS:**

Applicant - Entity seeking water/sewer contract with Charlotte Water

CDOT - City of Charlotte Department of Transportation

Charlotte Water Chief Engineer – Charlotte Water Planning and Land Development Chief Engineer or Designated Representative

CLTWATER – City of Charlotte – Charlotte Water Department

Contractor – Utility Contractor performing water and sewer installation for Developer possessing the PU designation as a NC General Contractor Licensee.

Consultant Engineer – Consultant Engineer responsible for plan design and permitting for Developer

Construction Supervisor – Charlotte Water Inspector's Supervisor

Developer – Applicant under Contractual Agreement with Charlotte Water to install water and/or sewer mains for acceptance into public system

Director – Charlotte Water Utility Director

Donated – Water and sewer infrastructure installed by Developer under contractual obligation that will be dedicated to Charlotte Water for ownership and maintenance

Engineer – Charlotte Water Donated Project Senior Engineer

Inspector – Charlotte Water Inspector responsible for project under contract

NCDEQ – North Carolina Department of Environmental Quality

NCDOT – North Carolina Department of Transportation

Plans – All drawings, or reproduction of drawings, that pertain to the construction under contract; these have been approved for construction by CLTWATER

Subcontractor – Utility Contractor providing a defined service for Contractor.

2. **SCOPE:** The work to be performed under these Specifications shall be the completed work as shown on the Plans and/or described herein. The Developer/Contractor shall furnish all machinery, tools, equipment, materials and labor necessary to complete the work. The Developer/Contractor shall also be required to furnish proof of acquisition of all necessary rights-of-way, survey staking and cut sheets. All of these must be furnished to the CLTWATER Engineer prior to requesting startup on any project.
3. **OBSERVANCE OF LAWS:** The Developer/Contractor shall at all times observe and comply with all Federal, State, and Local laws, ordinances, regulations, and all such decrees that exist at present or which may be enacted during the period of construction, by bodies or tribunals having any jurisdiction or authority over the work, in any manner affecting the conduct of the work or those employed on the work. No plea of misunderstanding will be considered on account of his/their ignorance thereof.
4. **PERMITS AND LICENSES:** The Developer/Contractor shall procure all permits and licenses, shall pay all charges and fees, and shall give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor shall be currently licensed by the NORTH CAROLINA LICENSING BOARD FOR CONTRACTORS as a 'Public Utility (Water Lines & Sewer Lines)' or an Unclassified License to perform water and/or sewer construction

associated with CLTWATER Approved Plans.

ALL CONTRACTORS WORKING ON CHARLOTTE WATER PROJECTS ARE REQUIRED TO OWN A COPY OF THE DESIGN MANUAL AND SHALL KEEP A COPY ON THE JOB SITE AT ALL TIMES.

5. **CONTRACTOR APPROVAL:** The Developer shall submit the name and license number of the contractor to perform this work to CLTWATER's Construction Inspection Section for approval prior to commencing any work. The Contractor shall be currently licensed by the NORTH CAROLINA LICENSING BOARD FOR CONTRACTORS to perform water and/or sewer construction in the amount for which this proposed work was estimated. Failure to comply with this requirement shall negate the acceptance of the subject work and will result in this construction being disconnected from the CLTWATER's system.

6. **COMMENCING WORK:** After the project has been permitted by CLTWATER representative or NCDEQ, when applicable, the Developer shall submit cut sheets and a "request for project startup" Notification to the appropriate CLTWATER Engineer. This request should be made by an authorized agent of the developer, on developer letterhead, reference the project name and number(s), provide utility contractor information (NC General Contractor license number, contact name, email address, phone number), and developer contact information (contact name, email address, phone number). Please, do not include a projected start date. Once all documents have been received, the project will be forwarded to the Construction Supervisor for a brief review, processing, and assignment to an inspector. The Construction Supervisor will determine a reasonable start date and will notify (via email using the information provided to CLTWATER) all parties when project startup can occur. No work may occur prior to the approved start date. Please keep in mind this notification to proceed may take up to three working days. Failure to comply with this requirement shall negate the acceptance of any work performed prior to authorization by the Construction Supervisor.

7. **PUBLIC CONVENIENCE AND SAFETY:** The Contractor shall at all times, conduct the work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of the residents along and adjacent to the work shall be satisfactorily provided for, including provisions for and maintenance of access to passageways and entrances into public and private property. Fire hydrants on or adjacent to the street shall be kept accessible to fire apparatus at all times, and no material or equipment shall be placed within 15 feet of any such hydrant. Per the CDOT WATCH manual and/or the NCDOT Manual on Uniform Traffic Control Devices, the Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient warning lights and danger signals, provide watchmen, and take all precautions necessary for the protection of the work and safety of the public. Any necessary signs shall be mounted on suitable and approved standards, and "Street Closed" signs shall be conspicuously placed adjacent to the work where traffic demands.

The Contractor/Developer shall, at his own risk and expense, shore up, and otherwise protect buildings, bridges, fences, walks, property monuments, pipes, and other structures and objects legally existing along the line or adjacent to the work; and in the event of any injury to such public or private property by reason of, or consequent upon any act, omission, neglect or misconduct in the execution of the work provided for herein, the Developer/Contractor shall, at his own cost and expense, make all such repairs as may be necessary to restore such property to its former condition. Failure on the part of the Developer/Contractor to make all necessary repairs, or

to satisfy any legal demand or liability, shall confer upon the City the right to disallow the connection of this project to the City's system.

All mainline valves, hydrant guard valves, blow-off valves or any other valves located in CLTWATER maintained water system will be operated by qualified CLTWATER staff only. Scheduling of valve operators can be coordinated through the assigned CLTWATER Inspector.

It is clearly understood that it is the responsibility of the Developer/Contractor to maintain reasonable cleanness of all streets that are used in the construction of the project. When, in the opinion of the Engineer, any street inside or outside of the project becomes excessively dusty or unclean due to its use by the Contractor's equipment, the Contractor shall, at his own expense, furnish men and equipment and clean the street to a degree acceptable to the Engineer. At the completion of the project, the Contractor shall thoroughly clean the above mentioned streets to a degree acceptable to the Engineer. The inspection of these streets will be a part of the final inspection.

8. **INDEMNIFICATION OF THE CITY:** The Contractor/Developer will indemnify, hold harmless and keep harmless the City and its agents and employees from and against all claims, damages, loss and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Developer, Contractor, and Subcontractor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its agents or employees, by any employee of the Developer, Contractor, and Subcontractor(s), anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer, Contractor, and Subcontractor(s) under Workman's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

9. **INTERPRETATION OF PLANS:** The plans for this project have been prepared by a Consulting Engineer employed by the Developer. They have been reviewed for compliance with CLTWATER's extension policy and design standards and have been stamped "APPROVED FOR CONSTRUCTION" and signed by the CLTWATER Chief Engineer or the designated representative. However, the Developer and his Consulting Engineer are fully responsible for the accuracy of all dimensions and grades and for the adequacy of the proposed mains to serve any lots or structures within the proposed development. CLTWATER makes every attempt to ensure that all NCDEQ and CLTWATER standards are satisfied. In the event that the project does not meet those standards, CLTWATER reserves the right to rescind the plans, and stop all work that may have commenced until those standards have been met, and revised plans have been approved and re-issued.

The approved plans will show the locations, details, and dimensions of the work contemplated, which shall be performed in strict accordance with these Specifications. Any deviations from the Plans, Specifications, etc., as may be required by demands of construction, will be determined by the CLTWATER's Chief Engineer or the designated representative, unless a design change is found necessary. In this instance the design change shall be made by the Developer's Consulting Engineer and approved by CLTWATER's Chief Engineer. Only plans marked "APPROVED FOR CONSTRUCTION" by CLTWATER and signed by the Chief Engineer or his designated representative may be used for

construction and a copy of same (exhibiting said approved stamp and signature), along with these Specifications, must be kept at the job site as long as construction is in progress.

In all cases, the figured dimensions shall govern in the case of discrepancy between the scales and the figures. The Contractor shall take no advantage of any error or omission in the Plans, or of any discrepancy between the Plans and the Specifications, and the Consultant Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and the Plans as construed by him or her, and that decision shall be final.

ALL WORK SUBJECT TO THE CONTROL OF THE ENGINEER: The Developer and the Contractor are responsible for construction of the facilities described the contract in full compliance with the "APPROVED FOR CONSTRUCTION" plans and these specifications. The Engineer shall be solely responsible for interpretation of the plans and specifications and for determination of compliance with them. In this capacity, the Engineer shall determine the quality, acceptability and fitness of all parts of the work. Upon written request from the Developer, the Engineer shall confirm any determination in writing. The description in these specifications of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control, or in which work shall be performed subject to his approval shall not imply that matters similar to those described shall be so governed and performed, but without exception, all work shall be so governed and performed.

10. **CONSTRUCTION LAYOUT:** The Developer/Contractor shall furnish all line and grade (staking and cut sheets) necessary to construct this project. Bench Marks shall be set by a NC Registered Land Surveyor employed by the Developer/Contractor and cut sheets furnished to the Engineer. The Contractor shall take his grade from this information. The work as completed shall conform to the APPROVED FOR CONSTRUCTION PLANS except where grade and/or alignment are changed to avoid obstructions and such changes have been previously approved by the Chief Engineer. Changes shall be made only as approved by the Chief Engineer. Cut sheets shall be prepared under the supervision of a Registered Land Surveyor, licensed in North Carolina. Cut sheets shall be sealed and signed by the surveyor and shall contain the firm's name, phone number, and email address.
11. **AUTHORITY OF INSPECTORS; INSPECTION OF WORK:** Inspectors employed by CLTWATER are authorized to inspect all work done and furnished materials, and such inspection may extend to all or part of the work and to the preparation or manufacture of the materials to be used. An Inspector shall be assigned to the work to report to the Engineer as to the progress of the work and the manner in which it is being performed. The Inspector shall report to the Engineer whenever it appears that the materials furnished and work performed by the Contractor/Developer fail to fulfill the requirements of the Specifications and the Developer's contract for extension, and shall call to the attention of the Contactor/Developer such failure or other default. Such inspection, or any failure to provide such inspection, however, shall not relieve the Contractor/Developer from his obligations to perform all work strictly in accordance with the requirements of the APPROVED FOR CONSTRUCTION PLANS and these Specifications nor shall it release the Developer from any of the terms of the contract for this work. The Inspector is not authorized: (1) to revoke, alter, or waive any of the requirements of the Developer's contract; (2) to approve or accept any portion of the completed project; (3) to give any instructions to the Contractor/Developer that are contrary to the "APPROVED FOR CONSTRUCTION" plans and these Specifications. The Inspector shall have the authority to reject materials and to suspend the work until any questions at issue can be referred to and decided by the Engineer. The Inspector shall not in any case act as Foreman or perform any other duties for the Contractor/Developer, nor shall they interfere with the management of the work by either the Contractor or Developer. Any advice or instructions

that the Inspector may give the Contractor/Developer shall not be construed as releasing the Contractor/Developer from fulfilling the terms of these Specifications or the Developer from fulfilling all of the terms of his contract for this work.

Where there is disagreement between the Contractor/Developer or his or her representative and the Inspector, such as refusal by the Contractor/Developer to use properly approved materials, performing work not in compliance with "APPROVED FOR CONSTRUCTION" Plans and these Specifications, or refusing to suspend work until problems at issue can be referred to and decided upon by the Engineer, the Inspector will immediately direct the Engineer's attention to the issues of disagreement. If the Contractor/Developer still refuses to make corrections, comply, or suspend the work, the Engineer will prepare and deliver to the Contractor/Developer, by mail or otherwise, a written order suspending the work and explaining the reason for such shutdown. Subsequent inspections will not be made until such time as the issues at hand are resolved, and any work performed during the Inspector's absence will not be accepted and may be required to be removed and disposed at the Contractor's/Developer's expense. No work may resume until the Engineer delivers to the contractor/developer, by mail or otherwise, a written notice approving work to resume. The Contractor/Developer shall remove, at his or her own expense, any work or materials rejected by the Engineer, and shall rebuild/replace same to the standard required by the Specifications.

Failure of the Developer to insure the required compliance by his Contractor or to faithfully comply with all of the terms of his contract with the City for this work will prevent the activation of the construction until the issues at hand are satisfactorily resolved. If deemed necessary by CLTWATER, the Director may instruct the construction forces to physically disconnect the sub-standard construction from the City's system.

12. **QUALITY OF MATERIALS:** The source of supply and/or manufacture of the materials shall be approved by the Engineer before delivery is started. Representative preliminary samples and certifications of independent testing laboratories relevant to the character and quality herein described shall be submitted by the Contractor/Developer for all materials furnished prior to obtaining any materials from the respective sources of supply. Only approved materials conforming to the requirements of these specifications shall be used in the work. All materials proposed may be inspected at any time during the progress of their preparation and use, and they shall be stored so as to insure the preservation of their quality and fitness for incorporation into the work.
 - A. **SUBSTITUTION OF MATERIAL:** The Engineer may waive certain requirements of the Material Specifications, provided that the Contractor requests such waiver in writing and provided that the function of the material is not impaired. The Contractor may request to substitute for a material that has been specified. The Engineer, in writing only, may accept or reject such request.
13. **SHOP DRAWINGS AND SAMPLES:** Shop erection and setting drawings, certificates, catalog cuts, and schedules required for work of various trades, shall be checked before submission by technically qualified employees of the Contractor for accuracy, completeness and compliance with contract requirements. All submittals shall be stamped and signed by the Contractor certifying to such check and must be accompanied by a letter of transmittal or transmittal form signed by the Contractor. All submittals not so marked by the Contractor will be returned to him with no action taken on them by the Engineer.

- A. When requested by the Engineer, the Contractor shall submit shop drawings, erection or setting drawings, and schedules of various items of the work, whether or not such drawings or schedules are specifically mentioned in the technical sections of specifications or in the Approved Construction Plans.

When shop drawings are not specifically requested by the Engineer, the Contractor shall obtain approval of materials and shop drawings from the Consulting Engineer. The Consulting Engineer is responsible for verifying that all materials and shop drawings conform to the requirements of Charlotte Water.

Shop drawings of work, which involves more than one subcontractor, shall be coordinated by the Contractor and submitted to Engineer under one cover.

- B. No items shall be fabricated, nor any portion thereof shipped to the site prior to receipt by the Contractor of all applicable manufacturer's data, shop drawings and samples bearing the Engineer's "Approved", "Approved As Noted" or "Approved With Comments" stamp only. Further, shop drawings and other submittals maintained at the site for use by workmen shall be only those bearing the Engineers' "Approved" stamp.
- C. The Contractor is responsible for any delay caused by his failure to observe these requirements, and the time for the completion of his contract will not be extended because of such delays.
- D. For each drawing required, The Contractor shall furnish a PDF file with each submission or required re-submission. Prints shall be required, when specifically requested by the Engineer. Each drawing shall have marked thereon proper descriptive title, manufacturer's project and sheet number, name of project for which submitted, name or number as used on the drawings, exact location where material covered by such drawing is to be used, and the number of the specification division and section in which the item or material is specified. Drawings not so marked will be returned to the Contractor with no action taken on them by the Engineer.
1. Prints shall be submitted to Engineer flat or rolled, not folded. The Contractor will submit five (5) packages, each including a copy of each shop drawing in identical, sequential order.
 2. Drawings will be reviewed by the Engineer and marked "Approved", "Approved As Noted", "Approved with Comments" or "Revise and Resubmit" and returned to the Contractor. These stamp categories shall be interpreted as follows:
 - (a) Approved: Fabrication and installation or erection may be undertaken.
 - (b) Approved As Noted: Fabrication and installation or erection may be undertaken provided that all corrections noted are incorporated. Corrections shall be limited to items marked, except that changes required in order to coordinate the corrections indicated shall be made. All changes, other than those indicated, shall be called specifically to the Engineer's attention.
 - (c) Approved with Comments: Fabrication and installation or erection may be undertaken provided. Comments have been added by the Engineer for clarity. The contractor shall Revise And Resubmit, should the comments differ from his understanding of the product. All changes, other than those indicated, shall be called specifically to the Engineer's attention.
 - (d) Revise And Resubmit: Neither fabrications nor installation may be undertaken until revised submittals are received and approved by the Engineer.

3. After final review, the Engineer shall retain the PDF file of the final submission. The Engineer will distribute the PDF file to the Contractor, and Charlotte Water Staff. The Contractor is responsible for all other distribution of the PDF file.
4. The Contractor shall furnish a PDF file of certificates, schedules and catalog cuts (manufacturers' data) shall be submitted. When catalog cuts are submitted, the specific item to be considered shall be identified as specified in Paragraph D. Items that are not so identified will be returned to the Contractor without action.
5. Contractor shall submit for review any samples required by the technical specifications or that may be requested by the Engineer. Samples, unless otherwise required, shall be submitted in triplicate, at no additional cost to the City, and shall indicate the full range of quality, finish, texture, color and other characteristics of the material or equipment represented.
6. Shop drawing submittals for all pre-stressed concrete cylinder pipe, special piping, valves, pumping units, instrumentation, etc., shall include the manufacturer's installation, erection, operation and maintenance instructions and recommendations.

14. **EXECUTION OF WORK:** The work shall be executed from as many different points in such part or parts as may be requested by the Developer/Contractor. All construction activities shall be executed during CLTWATER's normal working hours and days. Normal working hours and days for the Construction Inspection Section shall be defined as:

8:00 a.m. - 5:00 p.m., Monday - Friday

No work will be performed on Saturdays, Sundays or designated City Of Charlotte holidays, except for emergencies that threaten the safety of the public or puts the project at risk as determined/approved by the Engineer. However, night, weekend and holiday work may be required by CLTWATER, CDOT, or NCDOT, or applicable controlling agency for the convenience of the public and shall be scheduled and approved by the Engineer at least three days in advance.

When the Contractor has completed the work in an acceptable manner in accordance with these Specifications and the terms of the Developer's contract for this work, the Engineer will release a notice of final inspection for this project. The Contractor is also responsible to schedule the final inspection with the Inspector. Upon completion of all necessary-repairs or renewals, the Consultant Engineer shall provide to NCDEQ certification of satisfactory completion thus finalizing the connection to the City's System and the activation of service connections.

- A. **EROSION CONTROL:** The Contractor/Developer is hereby instructed to notify the County Engineering Department or the City Engineering Department, whichever is applicable, prior to commencing any land-disturbing activity. The Contractor/Developer shall abide by all of the requirements of the appropriate controlling agency pursuant to erosion control and the Environmental Protection Section of these specifications.
- B. **ALL WEATHER ACCESS:** The Developer/Contractor shall, prior to beginning any construction on this project, construct a roadway that shall provide all weather access to the project by two wheel drive vehicles. This is to insure that Inspectors employed by CLTWATER will be able to visit the project and perform their duties without undue delay or difficulty.

15. **LAND AND EASEMENTS:** Before a contract for this work is issued to the Developer, the Developer shall acquire, or cause to be acquired, all land and rights-of-way necessary for the completion of the work to be performed pursuant

to the contract. No work may be performed by the Developer or his Contractor until any necessary off site rights-of-way have been acquired and a contract has been issued to and executed by the Developer.

The Developer shall provide the Engineer satisfactory evidence that all necessary rights-of-way have been acquired and recorded in the Mecklenburg County Register of Deeds Office or any adjacent County for both on-site (lands owned by the Developer) and off-site (any lands owned by other than the Developer) construction. Water mains-in residential subdivisions will normally be installed within street rights-of-way which are shown on the subdivision plat map and recorded at the Register of Deeds with that map. In instances where a water main must be activated before the plat map is recorded, the easement will be drawn on separate easement maps and transferred and recorded in the same manner as "off-site" easements. In some instances, off-site easements may be required when extending mains along existing streets. Easement for "on-site" sewer mains in residential subdivisions will normally be shown on the subdivision plat and recorded at the Register of Deeds with that map. In instances where a sewer main must be activated before the plat map is recorded, and in all commercial subdivisions, the easement will be drawn on separate easement maps and transferred and recorded in the same manner as "off-site" easement. Off-site rights-of-way shall be acquired by the Developer in the City of Charlotte's name. Prior to issuance of contracts, the off-site easements shall be drawn on standard CLTWATER easement exhibits, that are signed, sealed, and dated by a North Carolina Registered Land Surveyor and presented to CLTWATER for approval. Upon approval, the off-site easements shall be, recorded at the Register of Deeds by the Developer or their representative, and provided to CLTWATER. The Developer shall utilize only those CLTWATER easement documents approved by CLTWATER. Easement exhibits will be drawn on sheets supplied and/or approved by the Chief Engineer of CLTWATER and/or representative. Finished drawings must be reviewed and approved by the Chief Engineer of CLTWATER or representative prior to recordation. Easement width shall be as required and approved by the Chief Engineer of CLTWATER or representative.

Abandonments of Existing Easements and/or Water and Sewer Infrastructure: The developer shall supply the engineer with a fully executed abandonment document with exhibit; additionally, the Engineer will obtain signature from the City of Charlotte Manager's office prior to the issuance of contracts. After completion of construction and prior to activation, Developer shall obtain and record original abandonment document. Existing infrastructure shall remain active until final inspection accepted.

Encroachments/Permits for Work within State, City, and Small Town Roadways: The City will acquire all necessary encroachments from the North Carolina Department of Transportation and construction contracts shall not be issued until such time as the necessary approved encroachment(s) has been issued to CLTWATER. The necessary encroachment/permit maps shall be prepared by the Developer's Engineer and approved by CLTWATER. The Developer/Contractor shall abide by all terms and conditions of the encroachment/permit and will keep a copy of same at the project site at all times. The required notifications will be made in writing with copies to CLTWATER. Any and all fees associated with the encroachment/permit are to be paid by the Developer. A final inspection, activation, releasing of CO holds, and/or the setting of meters will not be performed until proof of payment and a copy of the permit has been provided to CLTWATER.

Prior to beginning any construction within existing road rights of-way maintained by the City of Charlotte or surrounding Towns within Mecklenburg County, the Contractor/Developer shall ensure a permit is acquired for this construction from the applicable governing agencies and notify those agencies 72 hours prior to beginning any work, and upon completion of the work. The Contractor/Developer shall furnish the Construction Engineer with proof of acquisition of said permits and shall abide by all requirements of those agencies for the duration of the

work within rights-of-way. All work adjacent to the public streets within the corporate limits of the City of Charlotte or applicable surrounding towns will be performed in accordance with the City Department of Transportation Work Area Traffic Control Handbook (WATCH Handbook).

All other encroachments, including but not limited to the following: Railroads, PNG, Powerlines, Petroleum, CATS/Street Car/Light Rail shall be acquired prior to execution of contracts and must be between City of Charlotte and the controlling agency.

16. ACCEPTANCE OF CONSTRUCTION AND CONNECTION TO EXISTING PUBLIC SYSTEM:

Issue of a notice to final may be granted by the Engineer when:

- A. Issuance of North Carolina Environmental Quality Discharge permit and on file at CLTWATER.
- B. Record Drawings, on vellum or mylar sepias only, have been submitted and approved by the Engineer. Sewer record drawings must be sealed by a NC Registered Land Surveyor and Engineer registered in the State of North Carolina. Water record drawing must be sealed by an Engineer registered in the State of North Carolina. The drawings shall include station numbers for fittings, valves, fire hydrants, air releases; fire hydrants and service connection locations referenced to the nearest valve. Record drawing sewer data shall include changed stations, bearings, distances, slopes, manhole depths, manhole inverts, rim elevation, pipe material and lateral connection locations.
- C. The subdivision plat map has been recorded at the Register of Deeds and a certified copy furnished to the Engineer. The plat map must show all street rights-of-way and all off street water and/or sewer easements. Only lots that are recorded on the plat will be released for meters.

Final Inspection and Activation of the water and sewer facilities constructed under this contract will be made by the Engineer after Notice to Final requirements have been met (see above) and when:

- A. Fees have been collected by the New Services section for water connections 1.5" and larger.
- B. All off-site easements and disturbed areas have been completely restored and grass and/or vegetation established.
- C. All roadwork is completed including asphalt pavement surface. Final surface course may not be required at the discretion of the Engineer.
- D. The area between the back of the curb and the street right-of-way line shall be graded smooth and to finished grade and the water meter boxes set as required by these specifications. All construction materials must be cleared from this area. A 10-ft radius around large meter services (greater than 1-inch) shall be seeded or sodded.
- E. Work within City maintained streets has been completely restored and approved by the Street Division of the Operations Department, or applicable town and work within State maintained road rights-of-way has been completely restored and approved by the North Carolina Department of Transportation Division Engineer, and proof of payment of any applicable fees.
- F. A final inspection will be scheduled upon verification from contractor and CLTWATER Inspector that (1) all testing has been satisfactory completed AND (2) the site is ready including but not limited to the following when applicable:
 - Sanitary Sewer –
 - Manhole frames and covers are set correctly;

- Debris (e.g., crush stone and asphalt) is removed from manholes and mains.
 - Water –
 - Meter boxes are in functional working order and set correctly;
 - Valve boxes are in functional working order and set correctly;
 - Hydrants are facing correct direction;
 - Hydrants are at correct height in relation to curb.
 - All Valve assemblies, Fire Hydrants and Water Meters shall be completely outside of ADA handicap ramps.
 - Fire Hydrants shall be completely outside sidewalks and ramps.
 - Pump Stations –
 - Pump start up and testing has been completed with manufacturer’s representatives for both pump and generator;
 - Spare parts provided along with O&M manuals;
 - Testing and certification of backflow device on pump station water meter is completed;
 - Payments are complete to activate the associated water meter account;
 - Property transferred to City by Fee Simple Deed;
 - Transfer of power account and phone account to City.
 - Containment Basins –
 - Areas and slopes inside and surrounding the pump station and basin shall require established turf (i.e., vigorous and continuous to height of 3-inch) or sod.
 - Low Pressure Sanitary Sewer (LPSS) Appurtenances –
 - Meter boxes are in functional working order and set correctly;
 - Valve boxes are in functional working order and set correctly.
- G. A final inspection and activation will be conducted by the Contractor and CLTWATER Inspector. A punch list will be generated for any and all deficiencies found. The contractor is responsible for completing the punch list and notifying the inspector when complete. At a later date, the Inspector will return to the site with the Contractor and will approve the completion of the punch list.

17. **INSTALLATION OF SANITARY SEWER LATERALS IN NEW SUBDIVISIONS:** The Developer must have his Contractor install service laterals as hereinafter specified, in conjunction with the sewer main construction. In the event that the sewer system is altered in any way after testing, CLTWATER reserves the right to require recommencement of the testing process and/or Closed Circuit TV (CCTV) of sewer system. Alterations can include but are not limited to repairs to the mains, MHs, laterals, etc., and unplanned service (re)installations or changes.

18. **INSTALLATION OF WATER SERVICE CONNECTIONS IN NEW SUBDIVISIONS:** The Developer must have his Contractor install all water service connections required to serve the project as hereinafter specified, in conjunction with the water main construction. In the event that the water system is altered in any way after pressure testing, chlorination, and/or successful water sampling /analysis CLTWATER reserves the right to require recommencement of the testing process. Alterations can include but are not limited to repairs to the mains, valves, hydrants, services, etc., and unplanned service (re)installations or changes.

19. **NEW SERVICE INSTALLATIONS:** New services connecting to existing infrastructure associated with a Developer

Funded project have two options for installation:

- A. Developer's Contractor may install new services on existing lines only if services are proposed to serve Developer Funded project in question. Services shall be installed under the inspection of a CLTWATER Inspector assigned to the Developer Funded project.
- B. Developer may request CLTWATER to install new services on existing lines requiring application, capacity assurance approval (if services are larger than 1"), new services site plan approval (if services are larger than 1") and fees prior to scheduling installation. Installation schedule may vary.

Preferred method to install new services associated with Developer Funded projects on existing infrastructure shall be indicated on approved Developer Funded plans.

20. **PAYMENT OF FEES ASSOCIATED WITH WATER CONNECTIONS**

Fees associated with ¾" and 1" connections maybe accepted after successful final inspection and acceptance has occurred. Payment must be in the form of check payable to the City of Charlotte through the New Services section of CLTWATER.

Fees associated with 1.5" and larger connections shall be paid after the contractor has obtained and set the meter and the inspector has recorded the meter and ERT information

21. **GUARANTEED REPAIRS:** The United States Department of Health, Education, and Welfare's "Public Health Service Drinking Water Standards", revised 1962, charges the "Water Purveyor" (CLTWATER) with the enforcement of rules and regulations to prevent the development of health hazards in the water distribution system exclusive of the customer's piping. In order to comply with these standards and to discharge this responsibility, all repairs to activated water mains shall be made under the direction of CLTWATER Forces and shall be at the Developer's expense.

22. **SAFETY:** The Contractor shall be responsible for the safety of all vehicles and persons and shall place barricades, signs, and warnings in the proper areas. The City shall not be held responsible for any damage or injuries incurred under this contract.

The Contractor and any Subcontractors or suppliers shall be solely responsible for the complete compliance with all applicable Federal, State, and Local laws, ordinances, regulations, or decrees relevant to the safe conduct of the work and the protection of both their employees and the general public, as well as the protection of both public and private property encountered during construction. This obligation shall include but not be limited to all requirements set forth within Title 29 - Labor, Chapter XVII - Occupational Safety and Health Standards (applicable to construction work). Pursuant to this OSHA regulation, the City and the Engineer do not propose to either delineate all necessary safety precautions to be employed by the Contractor nor to take corrective measures when said precautions are not taken, but will endeavor to report any unsafe action or violation to the appropriate enforcement agency.