1. ACCESS TO SITES SHALL BE BY PUBLIC RIGHT-OF-WAYS AND UTILITY EASEMENTS. OTHER ACCESS LOCATIONS REQUIRED SHALL BE SECURED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. SUPPLEMENTAL EROSION CONTROL MEASURES SHALL BE REQUIRED TO INCLUDE CONSTRUCTION ENTRANCES, SILT FENCING, RESTORATION, ETC. ADDITIONAL MEASURES SHALL BE INCLUDED AS PART OF A SUPPLEMENTAL EROSION CONTROL PLAN PREPARED BY THE CONTRACTOR.

2. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE CONSTRUCTION STAGING AREA AT HIS EXPENSE.

3. THE CONTRACTOR IS_expected and required to cooperate with the property owners affected by the work. PRIVATE AGREEMENTS WITH PROPERTY OWNERS MUST BE IN WRITING ON A FORM APPROVED BY THE ENGINEER AND A COPY SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES AFFECTED BY SAID AGREEMENT. THE AGREEMENT MUST SPECIFY THAT FAYPW, THE CITY AND THE ENGINEER SHALL BE HELD HARMLESS AGAINST ALL CLAIMS ARISING FROM THE AGREEMENT. THE OWNER DISCOURAGES PRIVATE AGREEMENTS BEFORE FINAL ACCEPTANCE, A RELEASE FROM EACH PROPERTY OWNER THAT THE CONTRACTOR HAS MADE AN AGREEMENT WITH SHALL BE REQUIRED. THE PROPERTY OWNER'S RELEASE IS A CONDITION OF FINAL ACCEPTANCE.

4. CONTRACTOR SHALL MAINTAIN A NEAT AND CLEAN JOB-SITE TO INCLUDE STAGING/STORAGE AREAS AS FOLLOWS:
   - PERFORM DUST CONTROL BY WATERING DAILY OR AS DIRECTED BY THE ENGINEER.
   - SWEEP STREETS A MINIMUM OF ONCE WEEKLY (FRIDAY) OR AS DIRECTED BY THE ENGINEER.
   - BLADE, LEVEL, AND RE-COMPACT ALL EXPOSED TRENCHES WEEKLY (OR AS DIRECTED BY THE ENGINEER) TO PRODUCE A SMOOTH "RIDE".
   - PERFORM DAILY CLEAN-UP OF ALL DIRT, DEBRIS, AND SCRAP MATERIALS.
   - REMOVE EXCESS EQUIPMENT, MATERIALS, TOOLS, ETC. NOT NEEDED.

5. EXCESS SUITABLE SOIL EXCAVATED DURING CONSTRUCTION SHALL BE STOCKPILED FOR USE ON THE PROJECT OR DISPOSED OF OFF-SITE AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL NOT BE ALLOWED TO STOCKPILE MATERIALS OR EXCESS MATERIALS IN THE STREET RIGHT-OF-WAYS AT ANY TIME. THE CONTRACTOR SHALL PROVIDE A SUFFICIENT AND SUITABLE STOCKPILE AREA AND LOCATION AT THE CONTRACTOR'S EXPENSE.

6. CONTRACTOR SHALL PROVIDE MEASURES DURING CONSTRUCTION TO SECURE THE SITE AND EXCAVATION FROM THE GENERAL PUBLIC AND COMPLY WITH ALL O.S.H.A. REGULATIONS. JOB SITE SAFETY IS THE EXCLUSIVE AND SOLE RESPONSIBILITY OF THE CONTRACTOR. OPEN EXCAVATION LEFT UNATTENDED OR OVER NIGHT IS NOT ACCEPTABLE AND SHALL BE FILLED IMMEDIATELY.

7. CONTRACTOR SHALL REPAIR OR REPLACE DRIVES DISTURBED BY CONSTRUCTION TO EXISTING OR BETTER CONDITIONS. NO SEPARATE PAYMENT UNLESS OTHERWISE INDICATED.

8. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING WHERE FENCES ARE REMOVED FOR CONSTRUCTION. CONTRACTOR SHALL COORDINATE FENCE REMOVAL/REINSTALLATION WITH INDIVIDUAL PROPERTY OWNERS PRIOR TO REMOVAL. CONTRACTOR SHALL REINSTALL ALL SHEDS, FENCES, ETC. TO AS GOOD OR BETTER THAN EXISTING CONDITIONS UNLESS OTHERWISE INDICATED. (NO SEPARATE PAYMENT).

9. CONTRACTOR SHALL REPLACE ALL DISTURBED MAILBOXES, SIGNS, ETC. DISTURBED DURING CONSTRUCTION WITHIN 24 HOURS OF DISTURBANCE. PERMANENT ROAD SIGNAGE DISTURBED SHALL BE REPLACED IMMEDIATELY AND IF NECESSARY ROADWAY SIGNS SHALL BE TEMPORARILY INSTALLED IN A LOCATION CONSISTENT WITH THE N.C.M.U.T.C.D. TO PROVIDE CONTINUOUS TRAFFIC AWARENESS OF ROADWAY CONDITIONS. (NO SEPARATE PAYMENT).

10. CONTRACTOR SHALL PROVIDE SECURITY FENCING, SECURITY GUARD, AND ANY AND ALL OTHER MEASURES CONTRACTOR DEEMS NECESSARY TO PROTECT EQUIPMENT AND MATERIALS STORED ON THE PROJECT. (NO SEPARATE PAYMENT).

11. WHERE CONTRACTOR CEASES WORK OPERATIONS FOR A 72 HOUR PERIOD OR LONGER, SUCH AS HOLIDAYS, ETC., THE FOLLOWING SHALL BE ACCOMPLISHED PRIOR TO THE WORK STOPPAGE:
   a. CONTRACTOR SHALL STORE ALL EQUIPMENT IN THE CONTRACTOR STAGING AREA OR OFF SITE.
   b. THE CONTRACTOR SHALL SWEEP ALL STREETS, PERFORM GENERAL CLEANUP AND SHALL PERFORM MAINTENANCE ON ALL EXPOSED PATCHES.

12. CONTRACTOR SHALL SCHEDULE WORK AND MATERIAL DELIVERIES SO THAT STORED MATERIAL QUANTITIES ON THE JOB SITE SHALL BE MINIMIZED.
13. CONTRACTOR SHALL STORE ALL MATERIALS IN THE CONTRACTOR STAGING AREA 72 HOURS PRIOR TO INCORPORATING INTO THE WORK TO REDUCE OBSTRUCTIONS TO TRAFFIC AND INCONVENIENCE TO RESIDENTS. WHERE UTILITIES ARE BEING CONSTRUCTED IN EASEMENTS OUT OF TRAFFIC AREAS, CONTRACTOR MAY STORE MATERIALS AHEAD OF CONSTRUCTION FOR A DISTANCE NOT GREATER THAN 1800 FEET UNLESS APPROVED OTHERWISE BY THE ENGINEER.

14. AT THE PROPERTY OWNER'S REQUEST, THE CONTRACTOR SHALL DIG UP EXISTING SHRUBS AND BUSHES WITHIN UTILITY EASEMENT TO BE DISTURBED BY CONSTRUCTION AND SET OUTSIDE THE UTILITY EASEMENT AREA IN A LOCATION DETERMINED BY THE PROPERTY OWNER (NO SEPARATE PAYMENT). PROPERTY OWNER WILL BE RESPONSIBLE FOR REPLANTING SHRUBS AND BUSHES SO REMOVED, AND SHALL BE RESPONSIBLE FOR RE-ESTABLISHING GROWTH. IF NO REQUEST IS MADE BY THE PROPERTY OWNER, DISTURBED SHRUBS AND BUSHES SHALL BE REMOVED AND DISPOSED OF OFF-SITE UNLESS OTHERWISE INDICATED.

15. CLEARING AND GRUBBING SHALL BE RESTRICTED TO PERMANENT EASEMENTS ONLY. CONTRACTOR SHALL LIMIT TREE/BUSH CLEARING IN THE TEMPORARY EASEMENTS, BETWEEN HOUSES, AND ALONG PROPERTY LINES TO ONLY ABSOLUTELY NECESSARY FOR CONSTRUCTION.

ORDER OF PRECEDENCE GENERAL NOTES/TECHNICAL SPECIFICATIONS/PHOTOS

1. THE NOTES CONTAINED HEREIN ARE INTENDED TO SUPPLEMENT THE TECHNICAL SPECIFICATIONS AND PROVIDE EASY REFERENCE FOR THE CONTRACTOR. IN NO CASE SHALL THESE NOTES VOID ANY PART, SECTION, OR REQUIREMENT OUTLINED IN THE TECHNICAL SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENTS. IF CONFLICTS OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS AND THE NOTES CONTAINED HEREIN, THE TECHNICAL SPECIFICATIONS SHALL SUPERSEDE.

2. PHOTOGRAPHS CONTAINED IN DRAWINGS ARE FOR INFORMATION PURPOSES ONLY AND THE CONTRACTOR SHALL NOT RELY ON THE LIMITED NUMBER OF PHOTOGRAPHS AS BEING REPRESENTATIVE OF ACTUAL SITE CONDITIONS. CONTRACTOR IS CHARGED WITH PERFORMING SITE INVESTIGATIONS TO ASCERTAIN EXISTING SITE CONDITIONS.