

SECTION 00220 – PROPERTY OWNER AGREEMENTS AND COORDINATION

A. RIGHT-OF-WAY AND EASEMENT AGREEMENTS

1. Reproductions of easement agreements containing requirements and special stipulations imposed by the current or former property owners are located at the end of this section. The remaining standard easement agreements are available upon request through the Resident Project Representative (RPR). The Contractor shall perform to the requirements listed in the easement agreements. The cost of compliance with these requirements shall be incidental to the Contract Work. The Contractor shall also make every effort to cooperate with the property owners and to honor any reasonable requests pursuant to this construction along the individual property frontages.
2. The Contractor shall contact individual property owners to determine specific details such as temporary fence replacement, protection of animals (horses, cattle, etc.), protection of trees, cutting of firewood, etc. The Contractor shall send a detailed letter to each property owner documenting the discussion and providing a place for the property owner to sign in agreement. Copies of the letter before and after property owner signature shall be furnished to the Engineer and Owner.
3. The sewer interceptor will be constructed within easements on private property. The Owner has secured easements for the construction of the sewer interceptor across private property as shown on the Contract Drawings. The Owner will not secure additional easement for additional working room.
4. The Contractor shall maintain his construction operations within the established easements throughout the project. In the event that the Contractor deems it necessary or advisable to operate beyond the limits of the established easements, he shall be responsible for making special written agreements with the property owners. Copies of the agreement shall be provided to the Owner and Engineer before and after the property owner has signed the agreement. Contractor shall not enter any private property outside of Owner-furnished easements until a copy of the signed agreement is provided to the Owner and Engineer.
5. Before final payment will be authorized, the Contractor will be required to furnish the Owner with written releases for property owners or public agencies where side agreements have been made by the Contractor or when the Contractor's operations, for any reason, have not been kept within the construction easements obtained by the Owner.
6. In the event the Contractor is unable to secure the written releases required in the above paragraph, he shall inform the Owner of the reasons for his failure to do so. The Owner or its representatives will then examine the site and the Owner will direct the Contractor to complete any work that may be necessary to satisfy the terms of the written agreement between the property owner and the Contractor. Should the Contractor refuse to fulfill the terms of the agreement, the Owner reserves the right to have it done by separate contract and deduct the cost of same from moneys due the Contractor, or he may require the Contractor to furnish a bond in a sum satisfactory to the Owner to cover any legal claims for

damages. When the Owner is satisfied that the work has been completed in agreement with the Contract Documents and the terms of the special written agreements, he reserves the right to waive the requirement of obtaining the written release if the Contractor's failure to obtain such written release is due to the grantor's refusal to sign and this refusal is not based upon any legitimate claims that the Contractor has failed to fulfill the terms of the written release, or if the Contractor is unable to contact or has undue hardship in contacting the grantors.

B. CLAIMS FOR PROPERTY DAMAGES AND CITIZEN'S CONCERNS/INQUIRIES

1. In the event of any indirect or direct damage to public or private property caused in whole or in part by an act, omission or negligence on the part of the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, the Contractor shall at his own expense and cost promptly remedy and restore such property to a condition equal to or better than that existing before such damage was done. The Contractor shall perform such restoration by underpinning, repairing, rebuilding, replanting, or otherwise restoring as may be required by the Engineer or Owner, or shall make good such damage in a satisfactory and acceptable manner. In case of failure on the part of the Contractor to promptly restore such property or make good such damage, the Owner may, upon 5 calendar days written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary and the cost thereof, or a sum sufficient in the judgment of the Owner to reimburse the owners of the property so damaged, will be deducted from any monies due or to become due the Contractor under the Contract.
2. The Contractor shall designate a responsible member of his organization to be the Contractor's property owner liaison. This person shall be located at the site and his duty shall be the prevention and resolution of citizen concerns/inquiries and the protection of material, equipment and private property. This person will coordinate with the Engineer's RPR and the Owner's PR representative. This person shall be someone other than the Contractor's Project Manager or Superintendent.

END OF SECTION 00220

**(PROPERTY OWNER LIST AND AGREEMENTS CONTAINING
SPECIAL STIPULATIONS FOLLOW)**

**McAlpine Creek Relief Sewer Phase 2
Mecklenburg County Property Owner List**

Parcel #	Tax ID#	Owner Now or Formerly	Special Stipulations
16	211-212-18	KATAHDIN PROPERTIES, LP	
17	211-341-02	JOHN P MCPHERSON & FRANCES T MCPHERSON (VACANT)	
18	211-223-38	CARMEL COUNTRY CLUB INC. (VACANT)	X
131	211-223-33	CARMEL COUNTRY CLUB INC. (VACANT)	X
132	211-671-30	CARMEL COUNTRY CLUB INC. (VACANT)	X
133	211-661-01	CARMEL COUNTRY CLUB INC. (WAREHOUSE)	X
19	211-175-24	DANIEL K GROTSKY & PAMELA L GROTSKY	
20	211-175-23	KEITH A KELLY & ANDRA E KELLY	X
21	211-175-22	W HERBERT JR BROWN & KERIS F BROWN	
22	211-175-16	IRVIN S WOOD & PHYLLIS M WOOD	
23	211-241-09	CARMEL COUNTRY CLUB INC.	X
24	211-241-55	COLONY ROAD PARTNERS LLC	
25	211-352-06	SCOTT C LEA & MARILYN B LEA	X
26	211-384-12	CHARLES L ROBERTS & LEE W ROBERTS	
27	211-384-13	RICHARD A WILLIAMSON & NORMA B WILLIAMSON	
28	211-401-03	WELLER INVESTMENTS LLC	X
29	211-401-04	BRUCE UNDERHILL CLAYTON	
29A	211-493-23	SCOTT MATTHEW WHITMAN & LUCIDIA GALLEGO	X
29B	211-493-22	CHARLES E OLIPHANT & MARY C OLIPHANT	X
30	211-401-05	CHARLES A JR BATES & LAURA K KING	
31	211-401-02	MECKLENBURG COUNTY & REAL ESTATE FINANCE DEPT	
32	211-386-14	TARA GEORGIU	
134	211-602-99	MECKLENBURG COUNTY & REAL ESTATE FINANCE DEPT	
135	211-493-68	MECKLENBURG COUNTY & REAL ESTATE FINANCE DEPT	
136	211-212-23	MECKLENBURG COUNTY & REAL ESTATE FINANCE DEPT	
137	211-193-07	CHARLOTTE COUNTRY DAY SCHOOL	X
138	211-201-45	MECKLENBURG COUNTY (VACANT)	

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

LABORATORY OF ORGANIC CHEMISTRY

REPORT OF RESEARCH

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