



## SECTION 01 13 00

### SITE CONDITIONS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. CONTRACTOR acknowledges full understanding of the nature and location of the WORK; the general and local conditions; access to the site; handling, storage, and disposal of materials; availability of water, electricity and roads; uncertainties of weather, drainage, groundwater, flooding, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the equipment and facilities needed to execute the WORK; and all other matters which can in any way affect the WORK or the cost thereof under this CONTRACT.
- B. CONTRACTOR further acknowledges an understanding of the character, quality, and quantity of surface and subsurface materials to be encountered from inspection of the site and from reviewing any available records of exploratory work furnished by OWNER or included in these CONTRACT DOCUMENTS. Failure by CONTRACTOR to be familiar with the physical conditions of the site and all the available information shall not relieve CONTRACTOR from the responsibility of properly estimating the difficulty or cost of successfully performing the WORK.
- C. CONTRACTOR warrants that, as a result of examination and investigation of all the aforesaid data, CONTRACTOR can perform the WORK to the satisfaction of OWNER. OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this CONTRACT, unless 1) such representations are expressly stated in the CONTRACT; and 2) the CONTRACT expressly provides that the responsibility be assumed by OWNER.

##### 1.02 RELATED SECTIONS

- A. The following is a list of SPECIFICATIONS, which may be related to this section:
  - 1. Section 00 73 92, Project Utilities.
  - 2. Section 01 14 19, Use of Site.
  - 3. Section 01 56 39, Temporary Tree and Plant Protection

##### 1.03 INFORMATION ON SITE CONDITIONS

- A. Any information obtained by ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, and similar data will be available for inspection, as applicable, at the office of ENGINEER upon request. Such information is offered as supplementary information only. Neither ENGINEER nor OWNER assumes any responsibility for the completeness or interpretation of such supplementary information.
  - 1. Underground Utilities:



- a. Known utilities and structures adjacent to or encountered in the WORK are shown on the DRAWINGS.
  - b. The utility locations shown on the DRAWINGS are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. CONTRACTOR shall be responsible for the verification of all utility locations.
  - c. Utilities shown on the DRAWINGS are for the convenience of CONTRACTOR only, and no responsibility is assumed by either OWNER or ENGINEER for their accuracy or completeness.
- B. The inclusion of a subsurface investigation, boring logs and utility information including, without limitation, utility location and size in the DRAWINGS will not be construed to be a waiver of CONTRACTOR's obligation to inspect the soils conditions and utility information before submitting a BID. By submitting a BID, CONTRACTOR acknowledges that CONTRACTOR understands the nature of the WORK including, but not restricted to, the conditions affecting handling and storage of materials; disposal of excess material; and level and amount of ground water. There will be no additional compensation for soil conditions differing from those found in the text logs, nor additional compensation as a result of utility information differing from that shown on the DRAWINGS.

## **PART 2 PRODUCTS (NOT APPLICABLE)**

## **PART 3 EXECUTION**

### **3.01 DIFFERING SUBSURFACE CONDITIONS**

- A. In the event that the subsurface or latent physical conditions are found materially different from those indicated in the CONTRACT DOCUMENTS and from those ordinarily encountered and generally recognized as inherent in the character of WORK covered in these CONTRACT DOCUMENTS, CONTRACTOR shall promptly, and before such conditions are disturbed, notify ENGINEER in writing of such changed conditions.
  1. ENGINEER will investigate such conditions promptly and, following this investigation, CONTRACTOR shall proceed with the WORK, unless otherwise instructed by ENGINEER.
  2. If ENGINEER finds that such conditions are materially different and cause an increase or decrease in the cost of or in the time required for performing the WORK, ENGINEER will recommend to OWNER the amount of adjustment in cost and time ENGINEER considers reasonable.
  3. OWNER will make the final decision on all CHANGE ORDERS to the CONTRACT regarding any adjustment in CONTRACT cost or CONTRACT time for completion as defined in Section 01 26 00, Contract Modification Procedures.



### 3.02 EXISTING STRUCTURES

- A. CONTRACTOR shall take all necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. An attempt has been made to show existing structures on the DRAWINGS.
  - 1. The completeness and accuracy of existing structures shown on the DRAWINGS cannot be guaranteed, and it is presented only as a guide to avoid known structures.

### 3.03 FIELD ADJUSTMENTS

- A. Minor adjustments to the WORK may be necessary to accommodate or protect unknown existing structures.
  - 1. Such adjustments shall be made only at the direction of ENGINEER.
  - 2. If existing structures are encountered that prevent construction, and that are not properly shown on the DRAWINGS, CONTRACTOR shall notify ENGINEER before continuing with construction in order that ENGINEER may make such field revision as necessary to avoid conflict with the existing structures.
    - a. If CONTRACTOR fails to notify ENGINEER when an existing structure is encountered, and then proceeds with the construction despite the interference, it is at CONTRACTOR's own risk.
- B. Minor adjustments in the WORK are those that do not constitute a change in WORK, scope or cost and will be authorized through a FIELD ORDER. In the event that CONTRACTOR believes such FIELD ORDER will result in a change in the cost or schedule of the WORK, CONTRACTOR shall prepare a CHANGE ORDER request as specified in Section 01 26 00, Contract Modification Procedures.

### 3.04 EASEMENTS AND ACCESS PERMITS

- A. Portions of the WORK may be located on property where easements and permits have been obtained by OWNER.
  - 1. Copies of these easements and access permits are available to CONTRACTOR upon request to OWNER.
  - 2. It shall be CONTRACTOR's responsibility to abide by all requirements and provisions of the easements and access permits.
- B. CONTRACTOR shall confine construction operations to within the easement limits or make special arrangements with the property owners or appropriate public agency for any additional area required.
- C. Any damage to property, either inside or outside the limits of the easements provided by OWNER, shall be the responsibility of CONTRACTOR. CONTRACTOR shall bear all costs necessary to repair, replace or restore any property damaged.



- D. CONTRACTOR shall remove, protect, and replace all fences or other items encountered on public or private property.
- E. Where side agreements or special easements have been obtained by CONTRACTOR or where CONTRACTOR's operations, for any reason, have not been kept within the construction easement obtained by OWNER, CONTRACTOR shall be required to furnish OWNER written releases from property owners or public agencies. Only after written releases are received by OWNER will final payment be authorized by ENGINEER.
- F. It is anticipated that the required easements and permits will be obtained before construction is started.
  - 1. Should the procurement of any easement or permit be delayed, CONTRACTOR shall not enter these areas until the required easement or permit has been secured.

### 3.05 LAND MONUMENTS

- A. CONTRACTOR shall notify ENGINEER of any existing federal, state, county, city, town, and private land monuments encountered.
  - 1. Private monuments shall be preserved or replaced by a licensed surveyor at CONTRACTOR's expense.
  - 2. When government monuments are encountered, CONTRACTOR shall notify ENGINEER at least two (2) weeks in advance of WORK affecting said monuments in order that ENGINEER may notify the proper authority and reference these monuments for later replacement. When proper notification of WORK activities that impact government monuments has been provided to the ENGINEER, OWNER shall bear the cost of replacement of said monuments.

**END OF SECTION**