

**SECTION 02 00 00
SITE CONDITIONS**

PART 1 SITE INVESTIGATIONS AND REPRESENTATIONS

1.1 ACKNOWLEDGEMENTS - LOCAL CONDITIONS

- A. The CONTRACTOR acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon access to the site; handling, storage, and disposal of materials; availability of water, electricity and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the equipment and facilities needed preliminary to and during the execution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract.

1.2 ACKNOWLEDGEMENTS - SURFACE & SUBSURFACE CONDITIONS

- A. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, extent, quality and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the OWNER or included in these Documents.
- B. Failure by the CONTRACTOR to acquaint himself with the physical conditions of the site and all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work nor will it constitute the basis for a change in conditions claim.

1.3 WARRANTIES

- A. The CONTRACTOR warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the OWNER.
- B. The 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 therefore is assumed by the OWNER.

PART 2 INFORMATION ON SITE CONDITIONS

2.1 SOILS INVESTIGATION INFORMATION

- A. To obtain relative data concerning the character or material in and upon which the project might be built, **H-P Geotech, Inc.**, prepared a Soils and Foundation for the proposed tank. The information and data contained in the report was used to design the proposed project. The data is solely for the use of the ENGINEER for its design purposes, and is neither a statement nor a warranty of soil conditions.
- B. Any information obtained by the 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 the OWNER or ENGINEER upon request. See SECTION 00 31 32 – GEOTECHNICAL DATA AVAILABLE TO BIDDERS.
- C. The report and data is made available to bidders for information purposes only and is not a part of these Contract Documents.
- D. Neither the ENGINEER nor the OWNER assumes any responsibility for the completeness or interpretation of such supplementary information.
 - 1. Differing Subsurface Conditions
 - a. In the event that the subsurface or latent physical conditions are found materially different from those that this design is based on, and differing materially from those ordinarily encountered and generally recognized as inherent in the character and location of work covered in these Contract Documents, the CONTRACTOR shall promptly, and before such conditions are disturbed, notify the ENGINEER in writing of such changed conditions.
 - b. The ENGINEER will investigate such conditions promptly and following this investigation, the CONTRACTOR shall proceed with the work, unless otherwise instructed by the ENGINEER.
 - c. If the ENGINEER finds that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performing the work, the ENGINEER will recommend to the OWNER the amount of adjustment in cost and time he considers reasonable.
 - d. The OWNER will make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

2.2 UNDERGROUND UTILITIES

- A. The ENGINEER has shown some of the underground utilities and structures believed to be in the area of the work to be performed. The ENGINEER has relied on others for information and records describing the buried utilities and structures and their depth, alignment and location. It is expected that there may be some discrepancies in the locations, alignments and depth of those utilities and structures shown, and omissions of other buried utilities and structures. Those shown are for the convenience of the CONTRACTOR only and no responsibility is assumed by either the OWNER or the ENGINEER for their accuracy or completeness.
- B. The CONTRACTOR shall have full responsibility for locating all underground facilities and for coordination of the work with the Owners of buried utilities and structures during construction and for the safety and protection of and repair of damages to the facilities resulting from the CONTRACTOR's work, all of which will be considered as having been included in the Contract Price.
- C. The CONTRACTOR shall perform review, checking and locating of underground utilities and structures prior to construction with sufficient lead time to permit the OWNER or Owner's of underground utilities or structures to correct or mitigate interferences with the work.
- D. Similar to C. above, the CONTRACTOR shall coordinate with the Owners of underground utilities and structures in a manner to avoid delays or other impacts to the work, such as cost.

PART 3 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

3.1 GENERAL

- A. Where the CONTRACTOR's operations could cause damage or inconvenience to railway, telegraph, telephone, television, oil, gas, electricity, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the CONTRACTOR.
- B. Notify all utility offices that are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

- C. The CONTRACTOR shall protect all utility poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, notify the ENGINEER and the appropriate utility company at least 48 hours in advance of construction operations to permit the necessary arrangements for protection or relocation of the interfering structure.
- D. The CONTRACTOR shall be solely and directly responsible to the OWNER and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- E. Neither the OWNER nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.
- F. If the CONTRACTOR while performing the Contract discovers utility facilities not identified in the Drawings or Specifications, he shall immediately notify the OWNER, utility, and the ENGINEER in writing.
- G. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in the restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- H. The CONTRACTOR shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the ENGINEER.

3.2 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. An attempt has been made to show major structures on the Drawings.
- C. The completeness and accuracy cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.

3.3 FIELD RELOCATION

- A. During the progress of construction, it is expected that minor relocations of the work will be necessary.

- B. Relocations shall be made only by direction of the ENGINEER.
- C. If existing structures are encountered that prevent the construction, and that are not properly shown on the Drawings, notify the ENGINEER before continuing with the construction in order that the ENGINEER may make such field revision as necessary to avoid conflict with the existing structures.
- D. If the CONTRACTOR shall fail to so notify the ENGINEER when an existing structure is encountered, and shall proceed with the construction despite the interference, he shall do so at his own risk.

3.4 EASEMENTS

- A. Where portions of the work are located on private property, easements and permits will be obtained by the OWNER.
- B. When portions of the work are located on public property, any required permits shall be obtained by the CONTRACTOR.
- C. Easements obtained by the OWNER will provide for the use of the property for construction purposes to the extent indicated on the easements.
- D. Copies of these OWNER obtained easements and permits are available upon request to the OWNER.
- E. It shall be the CONTRACTOR's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement.
- F. The CONTRACTOR shall confine his construction operations to within the easement limits or make special arrangements with the property owners or appropriate public agency for the additional area required.
- G. Any damage to property, either inside or outside the limits of the easements provided by the OWNER, shall be the responsibility of the CONTRACTOR as specified herein.
- H. The CONTRACTOR shall remove, protect, and replace all fences or other items encountered on public or private property.
- I. Before final payment will be authorized by the ENGINEER, the CONTRACTOR will be required to furnish the OWNER with written releases from property owners or public agencies where side agreements or special easements have been made by the CONTRACTOR or where the CONTRACTOR's operations, for any

reason, have not been kept within the construction right-of-way obtained by the OWNER.

- J. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the CONTRACTOR shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.

3.5 LAND MONUMENTS

- A. The CONTRACTOR shall notify the ENGINEER of any existing Federal, State, Town, County, and private land monuments encountered. Private monuments shall be preserved, or replaced by a licensed surveyor at the CONTRACTOR's expense.
- B. When Government monuments are encountered, the CONTRACTOR shall notify the ENGINEER at least two weeks in advance of the proposed construction in order that the ENGINEER will have ample opportunity to notify the proper authority and reference these monuments for later replacement.

END OF SECTION

SECTION 02 40 00
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. This section of the specifications will govern the demolition, removal and legal disposal of slope and ditch paving, abandoned utility services, curb, gutter, utility pipe, manholes, culvert pipe, fence, sidewalk, bridges or parts of bridges, guardrail, detours, signs, signals, foundations, pavements, concrete inlet boxes, headwall, individual sewage disposal systems and any other obstructions that are not designated or permitted to remain. The CONTRACTOR shall furnish all labor, materials and equipment required to complete the work described herein and as shown in the Drawings to permit installation of equipment or materials as required.
- B. The work shall also include salvaging, stockpiling and loading materials designated to be salvaged, sandblasting, plugging structures, cleaning culverts, and sawing and cutting to facilitate controlled breaking and removal of concrete and asphalt to a neat line. Except in areas to be excavated, the resulting trenches, holes, and pits shall be backfilled.
- C. Materials removed and not designated to be salvaged or incorporated into the work shall become the property of the CONTRACTOR. Material salvaged shall become the property of the OWNER.
- D. Also see SECTION 31 11 00 - CLEARING AND GRUBBING for removal of trees and brush.

PART 2 MATERIALS

2.1 SALVABLE MATERIAL

- A. All salvable material designated in the Drawings or specified in the Specifications (boulders) to remain the property of the OWNER shall be removed without damage, in sections or pieces, that may readily be transported, and shall be stockpiled by the CONTRACTOR at specified locations within the project limits. The CONTRACTOR shall safeguard salvable materials and shall be responsible for the expense of repairing or replacing damaged or missing material.

PART 3 EXECUTION

3.1 SIGNS AND TRAFFIC SIGNALS

- A. Removal of signs shall include removal of posts, footings, pedestals, sign panels and brackets. Concrete adhering to signs to be salvaged, and provided to the OWNER, shall be removed.
- B. Removal of sign panel shall include removal of the panel and its attachment hardware from the existing installation and adjusting the spacing of any remaining sign panels.

3.2 DETOURS

- A. The CONTRACTOR shall completely remove any detour, including appurtenant items such as culverts, signs and other structures, and dispose the materials in accordance with this specification.

3.3 PAVEMENTS, SIDEWALKS, STRUCTURES AND CURBS

- A. All concrete pavement, sidewalks, structures, curbs, gutters, etc., designated for removal, shall be broken up and disposed of from the site.

3.4 PORTIONS OF CONCRETE STRUCTURES

- A. Portions of existing structures within the limits of the new structure or designated to be partially removed shall be removed as necessary to accommodate construction of the project. That portion of the existing structure designated to remain in place shall be protected from damage. All damage to structures designated to remain in place shall be repaired at the CONTRACTOR's expense. The method of repair shall be reviewed and accepted by the ENGINEER.
- B. The concrete shall be sawed to facilitate controlled breaking and removal of concrete. Sawing shall be done to a true line, with a vertical face, unless otherwise specified or shown in the Drawings. The minimum depth of a saw cut in concrete shall be two inches in depth or to the depth of the reinforcing steel, whichever is less.
- C. Reinforcing steel projecting from the structure designated to remain, shall be cleaned and aligned to new construction when applicable. Required dowels shall be securely grouted in place in accordance with details shown in the Drawings. All exposed reinforcing steel shall be cleaned by sandblasting. The steel shall be free of oil, dirt, concrete fragments or laitance, loose rust scale and other coatings that would prevent or inhibit bond with the new concrete.

3.5 DISPOSAL OF MATERIAL AND DEBRIS

- A. No material or debris shall be disposed of within the project limits without the written permission of the ENGINEER.
- B. Material to be disposed of off-site shall be legally transported and disposed of in accordance with applicable local, state and federal regulations. The CONTRACTOR shall make all arrangements to obtain written permission from property owners for disposal locations outside the limits of the project. Copies of the written agreements shall be provided to the ENGINEER before the disposal area is used.

3.6 EXTENT OF REMOVAL

- A. When permitted by the ENGINEER, or designated in the Drawings, portions of structures to be demolished shall be removed as indicated on the Drawings to not less than two feet below finished grade beneath any roadway, structure, pipeline or similar improvement.

3.7 PAVEMENT MARKINGS

- A. Pavement markings shall be removed from the pavement to the maximum extent possible by methods that do not materially alter or damage the surface or texture of the pavement. The method of pavement marking removal shall be submitted in writing, reviewed and accepted by the ENGINEER. Operations that do not produce acceptable removal will not be permitted. Materials deposited on the pavement as a result of removal of pavement markings shall be promptly removed so as no to interfere with traffic, roadway drainage or cause a safety issue to the public.

END OF SECTION

