

**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, **CTL/Thompson, 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.
- 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. Known utilities and structures adjacent to or encountered in the work are shown on the Drawings.
- B. The locations shown 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.
- C. 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.

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