

**SECTION 01011****SITE CONDITIONS****PART 1 GENERAL****1.01 SITE INVESTIGATION AND REPRESENTATION**

- 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 availability of transportation; disposal, handling and storage of materials; availability of labor, water, electric power, roads; disposal of water from construction; uncertainties of weather; the conformation and conditions at the ground; the type of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by MDWASD or included with these Contract Documents. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost thereof under this Contract.
- C. The Contractor acknowledges that by personal field observation or other means satisfactory to himself, performed prior to the bid, he has included in the prices bid all costs for dealing with all construction problems created by observable above or on grade features on or adjacent to the site of the work whether these features are shown on the Plans or described in the Specifications. In instances where the observable features indicate subsurface conditions which may affect the Project work, as for example, a pavement patch or catch basin gratings indicating respectively a utility or storm sewer not shown on the Plans, the Contractor acknowledges that he has made timely, diligent, inquiry of the Engineer or by other means fully satisfied himself prior to the bid as to the nature of, and costs created by, the subsurface condition and included all costs therefore in the prices bid.

**1.02 INFORMATION ON SITE CONDITIONS**

- A. All information obtained by MDWASD regarding the site conditions, topography, subsurface information, ground water elevations, existing construction of site facilities as applicable, and similar data will be made available to the Contractor in the Contract Documents. Such information is offered as supplementary information only. Neither the Engineer nor MDWASD assumes any responsibility for the completeness or for the Contractor's interpretation of such supplementary information. Prior to bidding and after written approval from MDWASD, bidder

may make his own survey investigations to satisfy himself with site conditions at his own cost.

- B. Subsurface investigations, including test borings, have been made to indicate subsurface conditions at locations in the Project.
- C. Prospective bidders are advised, at their own expense, to make such subsurface investigation, by boring or test hole excavation, as may be desirable. However, such work is to be scheduled by appointment with the Engineer if on a MDWASD site or by notification to MDWASD and properly permitted if in the public right of way.

### 1.03 DIFFERING SUBSURFACE CONDITIONS

- A. In the event subsurface or latent physical conditions are found materially different from those indicated in these Documents, and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, 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. If the Engineer finds that such conditions do so materially differ as to cause an increase or decrease in cost and time considered reasonable by the Engineer, MDWASD will make the final decision regarding any adjustment in cost or time for completion.
- C. In the event that site conditions differ from those expected by the Contractor, the Contractor shall proceed to complete the work as contemplated by the Plans and Specifications at his own cost and expense. If in the discretion of the Engineer, the difference in site conditions renders completion of the work as described by the Plans and Specifications impossible, the Engineer may alter the work, whereupon the Contractor shall be compensated for any extra work in accordance with Section 13 "Extra Work and Payment Therefore" of the General Covenants and Conditions; the Engineer shall not alter the work where the site conditions render the work more difficult or costly to perform, if such work is otherwise still possible as described in the Contract Documents.

### 1.04 EXISTING UTILITIES AND LOCATION SERVICES

- A. Known utilities and structures adjacent to or encountered in the work are shown on the Plans. The locations shown are taken from existing records and the best information available from existing plans. However, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either MDWASD or the Engineer for their accuracy or completeness. **No request for additional compensation or**

**Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.**

- B. Prior to proceeding with excavation the Contractor shall contact all utility companies and all other users of the right-of-way in the area to aid in locating their underground services. It shall be the Contractor's responsibility to contact utility companies at least three Normal Working Days before starting construction. The Contractor shall proceed with caution in the excavation and preparation so that the exact location of underground utilities may be determined. The Contractor shall comply with Chapter 556, F.S. "Underground Facility Damage Prevention and Safety Act", Chapter 553, F.S. "Florida Trench Safety Act, Part IV", Chapter 368, F.S., "Florida Gas Safety Law, Part 1, and OSHA Standard 1926.651.
- C. It is the responsibility of the Contractor to ensure that all utility or other existing facilities, the stability of which may be endangered by the close proximity of excavation, are temporarily held in position while work proceeds in the vicinity of the facilities and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.
- D. The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify the responsible official of the organization operating the interrupted utility. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services, as determined by the Department.

#### 1.07 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operation could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, irrigation system, or any other utility, the Contractor shall make all arrangements necessary for the protection of these utilities and services.
- B. Notify all utility companies that are affected by the construction operation at least 48 hours in advance. Under no circumstance 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 and utility poles where necessary. **Absolutely no extra compensation will be allowed for construction problems created by utility**

**poles of whatever size, overhead electric, telephone or other lines, whether shown on the Plans or not. The Contractor is solely responsible for discerning such items in the field prior to bidding and including all costs for such work in the prices bid.**

- C. The Contractor and his subcontractors shall be solely and directly responsible to the owners 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.
- D. Neither MDWASD 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.
- E. 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 restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the owner of the utility. In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Engineer.
- G. Replace, with material approved by the Engineer, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

#### 1.08 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground. An attempt has been made to show major structures on the Plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Contractor is solely responsible for field verification of all locations.

#### 1.9 FIELD RELOCATION

- A. During the process of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the Engineer at the Contractor's expense. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the

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Engineer when an existing structure is encountered, and shall proceed with the work despite this interference, the Contractor does so at his own risk.

- B. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the Specifications and the permitting documents.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**