

**CITY OF MEMPHIS – STANDARD CONSTRUCTION SPECIFICATIONS**  
**SECTION 01710 SITE EXAMINATION**

**PART 1 – INSPECTION OF SITE**

1.01 Each Bidder shall inspect and carefully examine the site of the Work, including the surrounding terrain and access facilities, before submitting a Proposal. He shall also examine in detail the Plans, Specifications and all other documents making up the Proposal which cover the Work. During the site visit, he shall fully inform himself as to all existing conditions and limitations and shall include, in the unit prices of the Proposal, sums to cover the cost of all items contemplated by the Plans as required by the conditions existing on the site. It is mutually agreed that submission of a Proposal shall be considered prima facie evidence that the Bidder has made such examinations and has fully familiarized himself with the character, quality, and quantity of Work to be performed, and of the materials to be furnished. Reference is made to Section 00710, Article 10 of the Contract General Conditions for other requirements relating to the Contractor and the site of the Work.

**PART 2 – PHYSICAL CONDITIONS**

2.01 The Contractor shall have full responsibility with respect to subsurface conditions at the site.

2.02 EXISTING STRUCTURES.

Reference is made to the Supplemental Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities covered later in this section) which are at or contiguous to the site that have been utilized by the Owner in preparation of the Contract Documents. The Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

A. Report of Differing Conditions: If the Contractor believes that:

1. Any technical data on which the Contractor is entitled to rely as provided for in paragraph 2.02 is inaccurate, or
2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

The Contractor shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by Section 00710 Article 12.4 I of the Contract General Conditions) notify the Owner in writing about the inaccuracy or difference.

B. Owners Review: The Owner will promptly review the pertinent conditions and determine the necessity of obtaining additional explorations or tests with respect thereto.

C. Possible Document Change: If the Owner concludes that there is a material error in the Contract Documents a Change Order may be issued as provided in 00710, Article 9, of the Contract General Conditions to reflect and document the consequences of the inaccuracy or difference.

D. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are authorized by law and approved by the Owner.

2.03 UNDERGROUND FACILITIES.

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the Owner by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

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1. The Owner shall not be responsible for the accuracy or completeness of any such information or data; and,

2. The Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Section 00710 Article 12.4. and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Section 00710 Article 12.4I), identify the owner of such Underground Facility and give written notice thereof to that owner and to the Owner. The Owner will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Section 00710 Article 12.4. The Contractor may be allowed an increase in the Contract Price or and extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which the Contractor could no reasonably have been expected to be aware. If the parties are unable to agree as to the amount or length thereof, the Contractor shall follow the procedures in Section 00710 Article 11.2.

**END OF SECTION 01710**