GENERAL NOTES

1. THESE PLANS ARE SOLELY BASED ON INFORMATION PROVIDED TO BOHLER ENGINEERING, FL, LLC (HEREIN "BOHLER ENGINEERING") BY THE OWNER AND OTHERS PRIOR TO THE DATE ON WHICH ENGINEER PREPARED. THIS PLAN CONTRACTOR MUST FIELD VERIFY ALL EXISTING CONDITIONS AND IMMEDIATELY NOTIFY BOHLER ENGINEERING, IN WRITING, IF ANY ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THIS PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.
2. CONTRACTOR MUST STRICTLY COMPLY WITH THESE NOTES AND/OR ALL SPECIFICATIONS/REPORTS CONTAINED HEREIN. CONTRACTOR MUST ENSURE THAT ALL SUBCONTRACTORS FULLY AND COMPLETELY CONFORM TO AND COMPLY WITH THESE REQUIREMENTS, THIS NOTE, AND THE REQUIREMENTS OF THE NOTES CONTAINED IN ALL THE OTHER DRAWINGS THAT MAKE UP THE PLAN SET OF DRAWINGS. ADDITIONAL NOTES AND SPECIFIC PLAN NOTES MAY BE FOUND ON THE INDIVIDUAL PLANS. THESE SELECTED NOTES APPLY TO THIS ENTIRE DOCUMENT PACKAGE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL CONSTRUCTION CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION AND COMMENCEMENT OF CONSTRUCTION.
3. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST VERIFY AND CONFIRM THAT THE LATEST EDITION OF THE DOCUMENTS AND/OR REPORTS REFERENCED WITHIN THE PLAN REFERENCES ARE BEING USED FOR CONSTRUCTION. THIS IS THE CONTRACTOR'S COMPLETE AND SOLE RESPONSIBILITY.
4. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION IS TO BEGIN UNTIL THE CONSTRUCTION HAS RECEIVED AND THOROUGHLY REVIEWED THE CONDITIONS OF APPROVAL TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES AND CONFIRMED THAT ALL NECESSARY OR REQUIRED PERMITS HAVE BEEN OBTAINED. CONTRACTOR MUST HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.
5. CONTRACTOR MUST ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS/REPORTS AND CONDITIONS OF APPROVAL, AND ALL APPLICABLE REQUIREMENTS, RULES, REGULATIONS, STATUTORY REQUIREMENTS, CODES, LAWS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT, AND CONDITIONS OF THE CONSTRUCTION CONTRACT WITH THE OWNER/DEVELOPER.
6. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF TILT LATEST ARCHITECTURAL, CIVIL AND STRUCTURAL CONSTRUCTION DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLANS, WHERE APPLICABLE). THE CONTRACTOR MUST IMMEDIATELY NOTIFY OWNER, ARCHITECT AND ENGINEER OF RECORD, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES WHICH EXIST BETWEEN THESE PLANS AND ANY OTHER PLANS THAT MAKE UP THE CONSTRUCTION DOCUMENTS.
7. CONTRACTOR MUST REFER TO AND ENSURE COMPLIANCE WITH THE APPROVED ARCHITECTURAL/BUILDING PLANS OF RECORD FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY LOCATIONS.
8. ALL DIMENSIONS SHOWN ON THESE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR MUST IMMEDIATELY NOTIFY ENGINEER OF RECORD, IN WRITING, IF ANY CONFLICTS, DISCREPANCIES, OR AMBIGUITIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK WHICH HAS TO BE RE-DONE OR REPAIRED DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO CONTRACTOR GIVING ENGINEER OF RECORD WRITTEN NOTIFICATION OF SAME AND ENGINEER OF RECORD, THEREAFTER, PROVIDING CONTRACTOR WITH WRITTEN AUTHORIZATION TO PROCEED WITH SUCH ADDITIONAL WORK.
9. CONTRACTOR MUST VERIFY ALL DIMENSIONS INCLUDED ON DESIGN DOCUMENTS HEREIN AND SHOULD NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING INACCURACIES. ALL DIMENSIONS ARE TO BE CHECKED AND CONFIRMED BY THE GENERAL CONTRACTOR PRIOR TO PREPARATION OF SHOP DRAWINGS, FABRICATION / ORDERING OF PARTS & MATERIALS AND COMMENCEMENT OF SITE WORK. SITE PLAN DRAWINGS ARE NOT INTENDED AS SURVEY DOCUMENTS. DIMENSIONS SUPERSEDE GRAPHICAL REPRESENTATIONS. CONTRACTOR MUST MAKE CONTRACTOR'S OWN MEASUREMENTS FOR LAYOUT OF IMPROVEMENTS.
10. THE OWNER AND CONTRACTOR MUST BE FAMILIAR WITH, AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
11. WHEN INCLUDED AS ONE OF THE REFERENCED DOCUMENTS, THE GEOTECHNICAL REPORT, SPECIFICATIONS AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, DISCREPANCY OR AMBIGUITY, THE MORE STRINGENT REQUIREMENTS AND/OR RECOMMENDATIONS CONTAINED IN (A) THE PLANS AND (B) THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR MUST NOTIFY THE ENGINEER OF RECORD, IN WRITING, OF ANY SUCH CONFLICT, DISCREPANCY OR AMBIGUITY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO ANY FURTHER WORK. IF A GEOTECHNICAL REPORT WAS NOT PERFORMED, THEN THE CONTRACTOR MUST FOLLOW AND COMPLY WITH ALL OF THE REQUIREMENTS OF ANY AND ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE SPECIFICATIONS WHICH HAVE JURISDICTION OVER THIS PROJECT.
12. ENGINEER OF RECORD IS NEITHER LIABLE FOR ANY SUBSURFACE CONDITIONS AND FURTHER, HAS NO LIABILITY FOR ANY HAZARDOUS MATERIALS, HAZARDOUS SUBSTANCES, OR POLLUTANTS ON, ABOUT OR UNDER THE PROPERTY.
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING WHEN AND WHERE SHORING IS REQUIRED AND FOR INSTALLING ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT, NEARBY AND CONTIGUOUS STRUCTURES AND PROPERTIES.
14. THE CONTRACTOR MUST EXERCISE EXTREME CAUTION WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN EITHER FOR AN INITIAL PHASE OF THE PROJECT OR AS PART OF THE FINAL CONDITION. CONTRACTOR IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF BUILDINGS, UTILITIES, BUILDINGS, AND INFRASTRUCTURE WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA FOR THIRD PARTIES, PEDESTRIANS AND ANYONE INVOLVED WITH THE PROJECT.
15. DEBRIS MUST NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION AND CONSTRUCTION WASTES, UNSUITABLE EXCAVATED MATERIAL, EXCESS SOIL AND DEBRIS (SOLID WASTE) MUST BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ANY AND ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES WHICH HAVE JURISDICTION OVER THIS PROJECT OR OVER THE CONTRACTOR.
16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN RECORDS TO DEMONSTRATE PROPER AND COMPLIANT DISPOSAL ACTIVITIES, TO BE PROMPTLY PROVIDED TO THE OWNER UPON REQUEST.
17. THE CONTRACTOR MUST REPAIR, AT CONTRACTOR'S SOLE COST, ANY AND ALL DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR IMPROVEMENTS DUE TO COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. AND SHALL BEAR ALL COSTS ASSOCIATED WITH SAME TO INCLUDE, BUT NOT BE LIMITED TO, REDESIGN, RE-SURVEY, RE-PERMITTING AND CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST REPLACE ALL SIGNAL HEADS, SIGNAL WIRING, CONDUITS, AND ANY UNDERGROUND INTERCONNECTIONS IN CONFORMANCE WITH APPLICABLE CODES, LAWS, RULES, REGULATIONS, STATUTORY REQUIREMENTS AND STATUTES. CONTRACTOR MUST BEAR ALL COSTS ASSOCIATED WITH SAME. CONTRACTOR MUST, PROMPTLY, DOCUMENT ALL EXISTING DAMAGE AND TO NOTIFY THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.
18. THE ENGINEER OF RECORD AND/OR BOHLER ENGINEERING ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY JOB SITE SUPERVISION, OR ANYTHING RELATED TO SAME. THE ENGINEER OF RECORD AND BOHLER ENGINEERING HAVE NOT BEEN RETAINED TO PERFORM OR TO BE RESPONSIBLE FOR JOB SITE SAFETY, SAME BEING WHOLLY OUTSIDE OF ENGINEER OF RECORD'S AND BOHLER ENGINEERING SERVICES AS RELATED TO THE PROJECT. THE ENGINEER OF RECORD AND BOHLER ENGINEERING ARE NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES OR ANY JOB SITE CONDITIONS, AT ANY TIME.
19. CONTRACTOR MUST IMMEDIATELY NOTIFY, IN WRITING TO THE ENGINEER OF RECORD, ANY DISCREPANCIES THAT MAY OR COULD AFFECT THE PUBLIC SAFETY, HEALTH OR GENERAL WELFARE, OR PROJECT COST. IF CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT PROVIDING PROPER WRITTEN NOTIFICATION AS DESCRIBED ABOVE, IT WILL BE AT THE CONTRACTOR'S OWN RISK AND, FURTHER, CONTRACTOR MUST INDEMNIFY, DEFEND AND HOLD HARMLESS THE ENGINEER OF RECORD FOR ANY AND ALL DAMAGES, COSTS, INJURIES, ATTORNEY'S FEES AND THE LIKE WHICH RESULT FROM OR ARE IN ANY WAY RELATED TO SAME INCLUDING, BUT NOT LIMITED TO, ANY THIRD PARTY AND FIRST PARTY CLAIMS.
20. ENGINEER OF RECORD AND/OR BOHLER ENGINEERING IS NOT RESPONSIBLE FOR ANY AND ALL DAMAGES RESULTING FROM CONTRACTOR'S FAILURE TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS, AND CURRENT CODES, RULES, STATUTES OR THE LIKE. IF CONTRACTOR AND/OR OWNER FAIL TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS, RULES, STATUTES, CODES AND THE LIKE, CONTRACTOR AGREES TO AND MUST JOINTLY, INDEPENDENTLY, SEPARATELY, AND SEVERALLY INDEMNIFY AND HOLD THE ENGINEER OF RECORD AND/OR BOHLER ENGINEERING HARMLESS FOR AND FROM ALL INJURIES, CLAIMS AND DAMAGES THAT ENGINEER SUFFERS AND ANY AND ALL COSTS THAT ENGINEER INCURS AS RELATED TO SAME.
21. ALL CONTRACTORS MUST CARRY AT LEAST THE MINIMUM AMOUNT OF THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) INCLUDING ALSO ALL UMBRELLA COVERAGES. ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME BOHLER AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUB CONSULTANTS AS ADDITIONAL NAMED INSUREDS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE OBLIGATIONS ASSUMED AND AGREED TO BY THE CONTRACTOR HEREIN. ALL CONTRACTORS MUST FURNISH BOHLER ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING ANY WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION AND FOR TWO YEARS AFTER THE COMPLETION OF CONSTRUCTION AND AFTER ALL PERMITS ARE ISSUED, WHICHEVER DATE IS LATER. IN ADDITION, ALL CONTRACTORS AGREE THAT THEY WILL AND WILL TO THE FULLEST EXTENT PERMITTED UNDER THE LAW INDEMNIFY, DEFEND AND HOLD HARMLESS BOHLER ENGINEERING AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUB CONSULTANTS FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS, LOSSES, FAILURES, EXPENSES, PUNITIVE DAMAGES, TORT DAMAGES, STATUTORY CLAIMS, STATUTORY CAUSES OF ACTION, CAUSES OF ACTION, LIABILITIES OR COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR TO THE PROJECT, INCLUDING ALL CLAIMS BROUGHT BY EMPLOYEES OF THE CONTRACTOR(S), ALL CLAIMS BY THIRD PARTIES AND ALL CLAIMS RELATED TO THE PROJECT. CONTRACTOR MUST GIVE THE ENGINEER, IN WRITING, AT LEAST THIRTY (30) DAYS PRIOR TO ANY TERMINATION, SUSPENSION OR CHANGE OF INSURANCE HEREUNDER.
22. THE ENGINEER OF RECORD AND/OR BOHLER ENGINEERING ARE NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES OR PROCEDURES, GENERALLY OR FOR THE CONSTRUCTOR'S MEANS, METHODS, TECHNIQUES OR PROCEDURES FOR COMPLETING THE WORK DEPICTED BOTH ON THESE PLANS AND IN CONFORMANCE WITH THE SCOPE AND REVISIONS THAT RESULT FROM SAME. CONTRACTOR IS FULLY AND SOLELY RESPONSIBLE FOR DETERMINING THE MEANS AND METHODS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
23. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER ENGINEERING, NOR THE PRESENCE OF BOHLER ENGINEERING AND/OR ITS PAST, PRESENT AND FUTURE OWNERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUB CONSULTANTS AT A CONSTRUCTION PROJECT SITE, RELIEVES OR WILL RELIEVE THE CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, OVERSEEING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLIANCE WITH ANY AND ALL MUNICIPAL AND/OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES WITH JURISDICTION OVER THE PROJECT AND/OR PROPERTY. BOHLER ENGINEERING AND ITS EMPLOYEES, PERSONNEL, AGENTS AND SUBCONSULTANTS HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER (OR ANY RESPONSIBILITY FOR) ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES RELATING TO THEIR WORK AND ANY AND ALL HEALTH AND/OR SAFETY PROGRAMS OR PROCEDURES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY. CONTRACTOR MUST INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS BOHLER ENGINEERING FOR AND FROM ANY LIABILITY TO BOHLER ENGINEERING RESULTING FROM CONTRACTOR'S WORK AND/OR VIOLATIONS OF THIS NOTE. THESE NOTES OR ANY NOTES IN THE PLAN SET AND, FURTHER, CONTRACTOR MUST NAME BOHLER ENGINEERING AS AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE AS DESCRIBED ABOVE.
24. WHEN IT IS CLEARLY AND SPECIFICALLY WITHIN BOHLER ENGINEERING'S SCOPE OF SERVICES CONTRACT WITH THE OWNER/DEVELOPER, BOHLER ENGINEERING WILL REVIEW OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF EVALUATING CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND METHODS AND/OR TECHNIQUES OR PROCEDURES, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND BOHLER ENGINEERING HAS NO RESPONSIBILITY OR LIABILITY FOR SAME HEREUNDER. BOHLER ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. ANY DOCUMENT, DOCUMENTING BOHLER ENGINEERING'S REVIEW OF A SPECIFIC ITEM OR LIMITED SCOPE, MUST NOT AND SHALL NOT INDICATE THAT BOHLER ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER ENGINEERING IS NOT RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS. CONTRACTOR MUST, IN WRITING, PROMPTLY AND IMMEDIATELY BRING SAME TO BOHLER ENGINEERING'S ATTENTION. BOHLER ENGINEERING IS NOT REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
25. IF THE CONTRACTOR DEVIATES FROM THESE PLANS AND/OR SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER OF RECORD AND/OR BOHLER ENGINEERING FOR SUCH DEVIATIONS, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND, FURTHER, SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS THE ENGINEER AND ENGINEER PARTIES DESCRIBED IN NOTE 23, ABOVE, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, FOR AND FROM ALL FEES, ATTORNEYS' FEES, DAMAGES, COSTS, JUDGMENTS, CLAIMS, INJURIES, PENALTIES AND THE LIKE RELATED TO SAME.
26. CONTRACTOR IS RESPONSIBLE FOR A MAINTENANCE AND PROTECTION OF THE TRAFFIC CONTROL PLAN IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE RIGHT OF WAY OR ON SITE. THE COST FOR THIS ITEM MUST BE INCLUDED IN THE CONTRACTOR'S PRICE AND IS CONTRACTOR'S SOLE RESPONSIBILITY.
27. OWNER MUST MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS IN STRICT ACCORDANCE WITH THE APPROVED PLAN(S) AND DESIGN; AND, FURTHER, THE ENGINEER OF RECORD AND/OR BOHLER ENGINEERING ARE NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SITE AND/OR DESIGN FEATURES THAT IS NOT INTENDED BY THE PLANS AND/OR PROPER PHYSICAL SITE FEATURES AND/OR DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, OWNER AGREES TO INDEMNIFY AND HOLD THE ENGINEER OF RECORD AND/OR BOHLER ENGINEERING HARMLESS FOR ALL INJURIES, DAMAGES AND COSTS THAT ENGINEER OF RECORD AND/OR BOHLER ENGINEERING INCURS AS A RESULT OF SAID FAILURE.
28. CONTRACTOR IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES AND MATERIALS COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS, LAWS, ORDINANCES, AND CODES, AND ALL APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, (29 U.S.C. 651 ET SEQ.) AS AMENDED, AND ANY MODIFICATIONS, AMENDMENTS OR REVISIONS TO SAME.
29. THE CONTRACTOR MUST STRICTLY COMPLY WITH THE LATEST AND CURRENT OSHA STANDARDS AND REGULATIONS, AND/OR ANY OTHER AGENCY WITH JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. ENGINEER OF RECORD AND/OR BOHLER ENGINEERING WILL HAVE NO RESPONSIBILITY FOR OR AS RELATED TO EXCAVATION AND TRENCHING PROCEDURES.
30. CONTRACTOR AND OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND IN ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDED INSTALLATION CRITERIA AND SPECIFICATIONS. IF CONTRACTOR AND/OR OWNER FAIL TO DO SO, THEY AGREE TO JOINTLY, INDEPENDENTLY, SEPARATELY, COLLECTIVELY, AND SEVERALLY INDEMNIFY, DEFEND, PROTECT AND HOLD ENGINEER OF RECORD AND/OR BOHLER ENGINEERING AND ALL OF THE PARTIES IDENTIFIED IN NOTE 23, ABOVE, HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.
31. CONTRACTOR IS RESPONSIBLE TO MAINTAIN AN ON-SITE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN COMPLIANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS OR LOCAL GOVERNING AGENCY FOR SITES WITH ONE (1) ACRE OR MORE IS DISTURBED BY CONSTRUCTION ACTIVITIES (UNLESS THE LOCAL JURISDICTION REQUIRES A DIFFERENT THRESHOLD). CONTRACTOR MUST ENSURE THAT ALL ACTIVITIES, INCLUDING THOSE OF SUBCONTRACTORS, ARE IN COMPLIANCE WITH THE SWPPP, INCLUDING BUT NOT LIMITED TO LOGGING ACTIVITIES (MINIMUM DISTURBANCE AFTER RAINFALL EVENTS) AND CORRECTIVE MEASURES, AS APPROPRIATE.
32. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED DOCUMENTS PREPARED BY THE SIGNATORY PROFESSIONAL ENGINEER OF RECORD, THE USE OF THE WORDS 'CERTIFY' OR 'CERTIFICATION' CONSTITUTE(S) AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE INFORMATION WHICH IS THE SUBJECT OF SUCH WORDS BASED ON ENGINEER'S KNOWLEDGE OR BELIEF AND IN ACCORDANCE WITH COMMON AND ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, UNDER ANY CIRCUMSTANCES.

GRADING NOTES

1. THE GENERAL NOTES MUST BE PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN AND MUST BE REFERRED TO BY THE CONTRACTOR. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL OF THE GENERAL NOTES AND ALL OF THE PLANS' SPECIFIC NOTES.
2. SITE GRADING MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND/OR SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AS REFERENCED IN THIS PLAN SET. IF NO GEOTECHNICAL REPORT HAS BEEN REFERENCED, THE CONTRACTOR MUST HAVE A GEOTECHNICAL ENGINEER PROVIDE WRITTEN SPECIFICATIONS AND RECOMMENDATIONS FOR EARTHWORK ACTIVITIES TO FOLLOW THE REQUIREMENTS OF ANY AND ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS, WHICH HAVE JURISDICTION OVER THIS PROJECT AND ALL APPLICABLE SPECIFICATIONS.
3. CONTRACTOR IS REQUIRED TO SECURE ALL NECESSARY AND/OR REQUIRED PERMITS AND APPROVALS FOR ALL OFF-SITE MATERIAL SOURCES AND DISPOSAL FACILITIES. CONTRACTOR MUST SUPPLY COPY OF APPROVALS TO ENGINEER OF RECORD AND OWNER PRIOR TO INITIATING ANY WORK.
4. THE CONTRACTOR IS FULLY RESPONSIBLE FOR VERIFYING EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION. SHOULD DISCREPANCIES BETWEEN THE PLANS AND INFORMATION OBTAINED THROUGH FIELD VERIFICATIONS BE IDENTIFIED OR EXIST, CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER OF RECORD, IN WRITING.
5. THE CONTRACTOR MUST REMOVE, STOCKPILE AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. ALL EXCAVATED OR FILLED AREAS MUST BE COMPACTED AS OUTLINED IN THE GEOTECHNICAL REPORT. MOISTURE CONTENT AT TIME OF PLACEMENT MUST BE SUBMITTED IN A COMPACTION REPORT PREPARED BY A GEOTECHNICAL ENGINEER AND SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL, WHICH REPORT VERIFIES THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES WHICH ARE IN EFFECT AND WHICH ARE APPLICABLE TO THE PROJECT. SUBBASE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT MUST BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE BY OWNER/DEVELOPER, OR OWNER/DEVELOPER'S REPRESENTATIVE, SUBBASE MUST BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT. EARTHWORK ACTIVITIES INCLUDING, BUT NOT LIMITED TO, EXCAVATION, BACKFILL, AND COMPACTING MUST COMPLY WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. EARTHWORK ACTIVITIES MUST COMPLY WITH THE STANDARD STATE DOT SPECIFICATIONS FOR ROADWAY CONSTRUCTION (LATEST EDITION) AND ANY AMENDMENTS OR REVISIONS THERETO.
6. THE TOPS OF EXISTING MANHOLES, INLET STRUCTURES, AND SANITARY CLEANOUT TOPS MUST BE ADJUSTED, IF NECESSARY, TO MATCH PROPOSED FINISHED GRADES WITHOUT CREATING A TRIPPING OR SAFETY HAZARD IN ACCORDANCE WITH APPLICABLE STANDARDS, REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES.
7. IN THE EVENT OF A DISCREPANCY(IES) AND/OR A CONFLICT(S) BETWEEN PLANS, OR RELATIVE TO OTHER PLANS, THE GRADING PLAN WILL TAKE PRECEDENCE. CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER OF RECORD, IN WRITING, OF ANY DISCREPANCY(IES) AND/OR CONFLICT(S).
8. THE CONTRACTOR IS RESPONSIBLE TO IMPORT FILL OR EXPORT EXCESS MATERIAL AS NECESSARY TO CONFORM TO THE PROPOSED GRADING, AND TO BACKFILL EXCAVATIONS FOR THE INSTALLATION OF UNDERGROUND IMPROVEMENTS.

SITE LAYOUT NOTES

1. THE GENERAL NOTES MUST BE PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN AND MUST BE REFERRED TO BY THE CONTRACTOR. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL OF THE GENERAL NOTES AND ALL THE PLANS' SPECIFIC NOTES.
2. PRIOR TO THE COMMENCEMENT OF GENERAL CONSTRUCTION, SITE CONTRACTOR MUST INSTALL SOIL EROSION CONTROL AND ANY STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED, AS INDICATED ON THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN AND IN ACCORDANCE WITH APPROPRIATE AGENCIES' GUIDELINES TO PREVENT SEDIMENT AND LOOSE SOILS FROM WASHING INTO ADJACENT AREAS. CONTRACTOR AGREES TO AND
3. ALL DIRECTIONAL/TRAFFIC SIGNING AND PAVEMENT STRIPING MUST CONFORM TO THE LATEST STANDARDS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL (MUTCD) AND ANY APPLICABLE STATE AND LOCALLY APPROVED SUPPLEMENTS, GUIDELINES, RULES, REGULATIONS, STAN