GENERAL NOTES

(Rev. 2/2021)

1. THESE PLANS ARE SOLELY BASED ON INFORMATION THE OWNER AND OTHERS PROVIDED TO BOHLER ENGINEERING, FLORIDA, LLC (HEREIN "BOHLER") PRIOR TO THE DATE ON WHICH THE ENGINEER OF RECORD AND BOHLER PREPARED THESE PLANS. THE CONTRACTOR MUST FIELD VERIFY ALL EXISTING CONDITIONS AND IMMEDIATELY NOTIFY BOHLER , IN WRITING, IF ANY ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THESE PLANS, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.
2. THE CONTRACTOR MUST STRICTLY COMPLY WITH THESE NOTES AND ALL SPECIFICATIONS/REPORTS CONTAINED HEREIN. THE CONTRACTOR MUST ENSURE THAT ALL SUBCONTRACTORS FULLY AND COMPLETELY CONFORM TO AND COMPLY WITH THESE REQUIREMENTS, THESE NOTES, AND THE REQUIREMENTS ARTICULATED IN THE NOTES CONTAINED IN ALL THE OTHER DRAWINGS THAT COMPRISE THE PLAN SET OF DRAWINGS. ADDITIONAL NOTES AND SPECIFIC PLAN NOTES MAY BE FOUND ON THE INDIVIDUAL PLANS. THESE GENERAL 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 COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST CONFIRM WITH THE ENGINEER OF RECORD AND BOHLER 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 SOLE AND COMPLETE RESPONSIBILITY.
4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION IS TO BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE CONDITIONS OF APPROVAL TO ALL PLANS AND PERMITS AND HAS AUTHORIZED AND PROVIDED DIRECTIVE TO PROCEED. BOHLER HAS ALSO CONFIRMED THAT ALL NECESSARY AND REQUIRED PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR MUST HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.
5. THE 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 ALL PROVISIONS IN AND CONDITIONS OF THE CONSTRUCTION CONTRACT WITH THE OWNER/DEVELOPER INCLUDING ALL EXHIBITS, ATTACHMENTS AND ADDENDA TO SAME.
6. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFULLY REVIEWING THE MOST CURRENT 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 AND BOHLER, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES WHICH EXIST BETWEEN THESE PLANS AND ANY OTHER PLANS THAT COMPRISE 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. THE CONTRACTOR MUST FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS SHOWN ON THESE PLANS, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR MUST IMMEDIATELY NOTIFY ENGINEER OF RECORD AND BOHLER, IN WRITING, IF ANY SCALE CONFLICTS, DISCREPANCIES, OR AMBIGUITIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR WORK WHICH HAS TO BE RE-DONE OR REPAIRED DUE TO DIMENSIONS, MEASUREMENTS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO BOHLER'S AND THE CONTRACTOR GIVING ENGINEER OF RECORD AND BOHLER WRITTEN NOTIFICATION OF SAME AND ENGINEER OF RECORD AND BOHLER, THEREAFTER, PROVIDING THE CONTRACTOR WITH WRITTEN AUTHORIZATION TO PROCEED WITH SUCH ADDITIONAL WORK.
9. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS AND MEASUREMENTS INCLUDED ON DESIGN DOCUMENTS HEREIN AND MUST NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING INACCURACIES. ALL DIMENSIONS AND MEASUREMENTS ARE TO BE CHECKED AND CONFIRMED BY THE GENERAL CONTRACTOR PRIOR TO PREPARATION OF SHOP DRAWINGS, FABRICATION OF ANY MATERIALS AND/OR THE ESTABLISHMENT OF SITE WORK. SITE PLAN DRAWINGS ARE NOT INTENDED AS SURVEY DOCUMENTS. DIMENSIONS SUPERSEDE GRAPHICAL REPRESENTATIONS. THE CONTRACTOR MUST MAKE CONTRACTOR'S OWN MEASUREMENTS FOR LAYOUT OF IMPROVEMENTS.
10. THE OWNER AND CONTRACTOR MUST BE FAMILIAR WITH AND ENSURE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
11. WHEN INCLUDED AS ONE OF THE REQUIRED CONSTRUCTION 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, MUST TAKE PRECEDENCE UNLESS BOHLER SPECIFICALLY NOTES OTHERWISE ON THE PLANS. THE CONTRACTOR MUST NOTIFY THE ENGINEER OF RECORD AND BOHLER, IN WRITING, OF ANY SUCH CONFLICT, DISCREPANCY OR AMBIGUITY BETWEEN THE GEOTECHNICAL REPORT AND PLANS AND SPECIFICATIONS, PRIOR TO PROCEEDING WITH ANY FURTHER WORK. IF A GEOTECHNICAL REPORT WAS NOT CREATED, 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 AND BOHLER ARE NEITHER LIABLE NOR RESPONSIBLE 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 WORK AND WHERE SHORING IS REQUIRED AND 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. ALL OF THIS WORK IS TO BE PERFORMED AT CONTRACTOR'S SOLE COST AND EXPENSE.
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. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, 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 ALL MUNICIPAL, COUNTY, STATE, FEDERAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES WHICH HAVE JURISDICTION OVER THIS PROJECT OR OVER THE CONTRACTOR.
16. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAINTAIN RECORDS TO DEMONSTRATE PROPER AND FULLY COMPLIANT DISPOSAL ACTIVITIES, TO BE PROMPTLY PROVIDED TO THE OWNER UPON REQUEST.
17. THE CONTRACTOR MUST REPAIR, AT CONTRACTOR'S SOLE COST, ALL DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, DAMAGE CAUSED BY EQUIPMENT, VEHICLES AND PERSONNEL. THIS SHALL INCLUDE BUT NOT BE LIMITED TO 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 INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION AND MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE REPAIR OF DAMAGE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY MUST RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE CONDITIONS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION, AND IN CONFORMANCE WITH APPLICABLE CODES, LAWS, RULES, REGULATIONS, STATUTORY REQUIREMENTS AND STATUTES. THE CONTRACTOR MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE CONTRACTOR MUST, PROMPTLY, DOCUMENT ALL EXISTING DAMAGE AND NOTIFY, IN WRITING, THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.
18. THE ENGINEER OF RECORD AND BOHLER 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 HAVE NOT BEEN RETAINED TO PERFORM OR TO BE RESPONSIBLE FOR JOB SITE SAFETY , SAME BEING WHOLLY CONTRACTOR'S RESPONSIBILITY AS BETWEEN THEMSELVES AS RELATED TO THE PROJECT. THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES OR VIOLATIONS, AT ANY TIME.
19. THE CONTRACTOR MUST IMMEDIATELY IDENTIFY IN WRITING, TO THE ENGINEER OF RECORD AND BOHLER , ANY DISCREPANCIES THAT MAY OR COULD AFFECT THE PUBLIC SAFETY, HEALTH OR GENERAL WELFARE, OR PROJECT COST. IF THE CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT PROVIDING PROPER WRITTEN NOTIFICATION AS DESCRIBED ABOVE, IT SHALL BE AT THE CONTRACTOR'S OWN RISK AND, FURTHER, THE CONTRACTOR MUST INDEMNIFY, DEFEND AND HOLD HARMLESS THE ENGINEER OF RECORD AND BOHLER 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. THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGES RESULTING FROM THE CONTRACTOR'S FAILURE TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS, ANY CURRENT CODES, RULES, STATUTES AND THE LIKE. IF THE CONTRACTOR AND/OR OWNER FAIL TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH APPROVED PLANS, RULES, STATUTES, CODES AND THE LIKE, THE CONTRACTOR AND/OR OWNER AGREE TO AND MUST JOINTLY, INDEPENDENTLY, SEPARATELY, AND SEVERALLY INDEMNIFY AND HOLD THE ENGINEER OF RECORD AND BOHLER HARMLESS FOR AND FROM ALL INJURIES, CLAIMS AND DAMAGES THAT ENGINEER AND BOHLER SUFFER AND ANY AND ALL COSTS THAT ENGINEER AND BOHLER INCUR AS RELATED TO SAME.
21. ALL CONTRACTORS MUST CARRY AT LEAST THE MINIMUM AMOUNT OF THE SPECIFIED AND COMMERCIALLY REASONABLE STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND 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 SUBCONSULTANTS AS ADDITIONAL INSUREDS WITH RESPECT TO AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE (DEFEND, IF APPLICABLE) AND HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED AND AGREED TO BY THE CONTRACTOR HEREIN. ALL CONTRACTORS MUST FURNISH BOHLER WITH CERTIFICATES OF INSURANCE OR CERTIFICATES OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE COVERAGES 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, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS 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 SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS, ACTIONS, PENALTIES, EXPENSES, PUNITIVE DAMAGES, TORT DAMAGES, STATUTORY CLAIMS, STATUTORY CAUSES OF ACTION, LOSSES, 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 BY EMPLOYEES OF THE CONTRACTOR(S), ALL CLAIMS BY THIRD PARTIES AND ALL CLAIMS RELATED TO THE PROJECT. THE CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, AT LEAST THIRTY (30) DAYS PRIOR TO ANY TERMINATION, SUSPENSION OR CHANGE OF ITS INSURANCE HEREUNDER.
22. THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES OR PROCEDURES, GENERALLY OR FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES FOR COMPLETION OF THE WORK DEPICTED BOTH ON THESE PLANS, AND FOR ANY CONFLICTS IN SCOPE AND REVISIONS THAT RESULT FROM SAME. THE 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, NOR THE PRESENCE OF BOHLER AND/OR 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 SUBCONSULTANTS AT A CONSTRUCTION SITE (HEREIN "BOHLER PARTIES"), RELIEVES OR WILL RELIEVE THE CONTRACTOR OF AND FROM CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARILY AND PROPERLY PERFORMING, OVERSEEING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLIANCE WITH ALL HEALTH AND SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES WITH JURISDICTION OVER THE PROJECT AND/OR PROPERTY. BOHLER PARTIES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER (OR ANY RESPONSIBILITY FOR) ANY CONSTRUCTION PROCEDURES. THE CONTRACTOR OR ITS EMPLOYEES RELATING TO THEIR WORK AND ANY AND ALL HEALTH AND SAFETY PROGRAMS OR PROCEDURES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THE CONTRACTOR MUST INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS BOHLER PARTIES FOR AND FROM ANY LIABILITY TO BOHLER PARTIES RESULTING FROM THE CONTRACTOR'S WORK, SERVICES AND/OR VIOLATIONS OF THIS NOTE, THESE NOTES OR ANY NOTES IN THE PLAN SET AND, FURTHER, THE CONTRACTOR MUST NAME BOHLER 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'S SCOPE OF SERVICES CONTRACT WITH THE OWNER/DEVELOPER, BOHLER 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 HAS NO RESPONSIBILITY OR LIABILITY FOR SAME. BOHLER WILL PERFORM ITS SHOP DRAWING REVIEW WITH REASONABLE PROMPTNESS, AS CONDITIONS PERMIT. ANY DOCUMENT, DOCUMENTING BOHLER'S REVIEW OF A SPECIFIC ITEM OR LIMITED SCOPE, MUST NOT INDICATE THAT BOHLER HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER IS NOT RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR MUST, IN WRITING, PROMPTLY AND IMMEDIATELY BRING ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS TO BOHLER'S ATTENTION. BOHLER 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 BOHLER FOR ALL DEVIATIONS WITHIN ENGINEER'S SCOPE, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK PERFORMED WHICH DEVIATES FROM THE PLANS, AND ANY FINES/PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATION FOR ANY DELAYS RESULTING THEREFROM AND, FURTHER, MUST DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE ENGINEER OF RECORD AND BOHLER PARTIES 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. THE CONTRACTOR IS RESPONSIBLE FOR A MAINTAINING AND PROTECTING THE TRAFFIC CONTROL PLAN AND ELEMENTS 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 THE 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 BOHLER ARE NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SITE AND/OR DESIGN FEATURES. IF OWNER FAILS TO MAINTAIN AND/OR 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, THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR ANY FAILURE OF THE ENGINEER OF RECORD AND BOHLER PARTIES, HARMLESS FOR ALL INJURIES, DAMAGES AND COSTS THAT ENGINEER OF RECORD AND BOHLER INCUR AS A RESULT OF SAID FAILURE OR FAILURE TO PRESERVE.
28. THE 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 OVER EXCAVATION AND TRENCHING PROCEDURES. ENGINEER OF RECORD AND BOHLER HAVE NO RESPONSIBILITY FOR OR AS RELATED TO EXCAVATION AND TRENCHING PROCEDURES AND WORK.
30. THE CONTRACTOR AND THE 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 THE 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 BOHLER PARTIES HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.
31. THE 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 WHERE ONE (1) ACRE OR MORE IS DISTURBED BY CONSTRUCTION ACTIVITIES (UNLESS THE LOCAL JURISDICTION REQUIRES A DIFFERENT THRESHOLD). THE CONTRACTOR MUST ENSURE THAT ALL ACTIVITIES, INCLUDING THOSE OF ALL SUBCONTRACTORS, ARE IN COMPLIANCE WITH THE SWPPP, INCLUDING BUT NOT LIMITED TO LOGGING ACTIVITIES (MINIMUM ONCE PER WEEK AND AFTER RAINFALL EVENTS) AND CORRECTIVE MEASURES, AS APPROPRIATE AND FURTHER, THE CONTRACTOR IS SOLELY AND COMPLETELY RESPONSIBLE FOR FAILING TO DO SO.
32. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED DOCUMENTS PREPARED BY THE ENGINEER OF RECORD AND BOHLER, THE USE OF THE WORDS 'CERTIFY OR 'CERTIFICATION' CONSTITUTE(S) AN EXPRESSION ONLY OF PROFESSIONAL OPINION REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE ENGINEER OF RECORD'S AND BOHLER 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 OF ANY NATURE OR TYPE, EITHER EXPRESSED OR IMPLIED, UNDER ANY CIRCUMSTANCES.

DEMOLITION NOTES

(Rev. 2/2021)

1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN, AND THE CONTRACTOR MUST REFER TO THEM AND FULLY COMPLY WITH THESE NOTES, IN THEIR ENTIRETY. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL OF THE GENERAL NOTES AND ALL OF THE PLANS' SPECIFIC NOTES.
2. THE CONTRACTOR MUST CONDUCT DEMOLITION/REMOVALS ACTIVITIES IN SUCH A MANNER AS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND ALL OTHER ADJACENT FACILITIES. THE CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY(IES) PRIOR TO THE COMMENCEMENT OF ANY ROAD OPENING OR DEMOLITION ACTIVITIES IN OR ADJACENT TO THE RIGHT-OF-WAY.
3. WHEN DEMOLITION-RELATED ACTIVITIES IMPACT ROADWAYS AND/OR ROADWAY RIGHT-OF-WAY, THE CONTRACTOR MUST PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE CURRENT FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), AND THE FEDERAL, STATE, AND LOCAL REGULATIONS.
4. THE DEMOLITION (AND/OR REMOVALS) PLAN IS INTENDED TO PROVIDE GENERAL INFORMATION AND TO IDENTIFY ONLY CONDITIONS REGARDING ITEMS TO BE DEMOLISHED, REMOVED, AND/OR TO REMAIN.
   A. THE CONTRACTOR MUST ALSO REVIEW ALL CONSTRUCTION DOCUMENTS AND INCLUDE WITHIN THE DEMOLITION ACTIVITIES ALL INCIDENTAL WORK NECESSARY FOR THE CONSTRUCTION OF THE NEW SITE IMPROVEMENTS.
   B. THIS PLAN IS NOT INTENDED TO DIRECT THE CONTRACTOR'S PROCEDURES, METHODS, SEQUENCING, TECHNIQUES AND PROCEDURES TO BE EMPLOYED TO ACCOMPLISH THE WORK. ALL MEANS, METHODS, SEQUENCING, TECHNIQUES AND PROCEDURES TO BE USED MUST BE IN STRICT ACCORDANCE AND CONFORMANCE WITH ALL STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE FOR THE CONTRACTOR AND THE PUBLIC.
5. THE CONTRACTOR MUST PERFORM ALL DEMOLITION METHODS AND ACTIVITIES NECESSARY IN AND/OR TO EFFECT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE CONTRACTOR, AT THE CONTRACTOR'S SOLE COST, MUST REPAIR ALL DAMAGE TO ALL ITEMS AND FEATURES THAT ARE TO REMAIN, CONSTRUCTED AS PART OF THE NEW IMPROVEMENTS. THE CONTRACTOR'S RESPONSIBILITIES MUST INCLUDE THE RESTORATION OF ALL ITEMS AND FEATURES REPAIRED TO THEIR PRE-DEMOLITION CONDITION, OR BETTER. CONTRACTOR MUST PERFORM ALL REPAIRS AT THE CONTRACTOR'S SOLE EXPENSE.
6. ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. THE CONTRACTOR MUST PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, COMPLYING WITH ALL OSHA REQUIREMENTS, TO ENSURE THE PUBLIC AND CONSTRUCTION WORKER'S SAFETY AT ALL TIMES. THE CONTRACTOR MUST COMPLY WITH ALL OSHA REGULATIONS TO THE SAME.
7. THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE SAFETY, WHICH MUST INCLUDE, BUT IS NOT LIMITED TO, THE INSTALLATION AND MAINTENANCE OF BARRIERS, FENCING, OTHER APPROPRIATE AND/OR NECESSARY SAFETY FIXTURES AND ITEMS NECESSARY TO PROTECT THE PUBLIC FROM AND TO PREVENT ANY PUBLIC ENTRY INTO CONSTRUCTION ACTIVITIES. THE CONTRACTOR MUST SAFEGUARD THE SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME, IN ADDITION TO THE PURPOSE OF EVALUATING COMPLIANCE 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 HAS NO RESPONSIBILITY OR LIABILITY FOR SAME. BOHL