GENERAL DEMOLITION PLAN NOTES

1. BOHLER ENGINEERING IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
2. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO BOHLER ENGINEERING IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
3. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR:TO:
   A. ENSURING THAT COPIES OF ALL APPLICABLE PERMITS AND APPROVALS ARE MAINTAINED ON-SITE AND AVAILABLE FOR REVIEW.
   B. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL AND/OR TREE PROTECTION MEASURES PRIOR TO SITE DISTURBANCE.
   C. LOCATING (VERTICALLY AND HORIZONTALLY) ALL UTILITIES AND SERVICES, INCLUDING, BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY NOTIFICATION SYSTEM TO LOCATE ALL THE UNDERGROUND UTILITIES.
   D. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEMS THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
   E. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
   F. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
   G. A COMPLETE INSPECTION FOR CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT.
5. BOHLER ENGINEERING IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY.
6. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON-SITE OR OFF-SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL", AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.
10. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE APPLICABLE PROPERTY OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL "MEANS AND METHODS" ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.

ADA INSTRUCTIONS TO CONTRACTOR:

CONTRACTORS SHALL EXERCISE APPROPRIATE CARE AND PRECISION IN CONSTRUCTION OF ADA (HANDICAPPED) ACCESSIBLE COMPONENTS FOR THE SITE. THESE COMPONENTS, AS CONSTRUCTED, MUST COMPLY WITH ALL APPLICABLE REGULATORY CODES. FINISHED SURFACES ALONG THE ACCESSIBLE ROUTE OF TRAVEL FROM PARKING SPACE, PUBLIC TRANSPORTATION, PEDESTRIAN ACCESS, INTER-BUILDING ACCESS, TO POINTS OF ACCESSIBLE BUILDING ENTRANCE/ EGRESS, SHALL COMPLY WITH THESE ADA CODE REQUIREMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- PARKING SPACES AND PARKING AISLES - SLOPE SHALL NOT EXCEED 1:48 (1/4" PER FOOT OR NOMINALLY 2.0%) IN ANY DIRECTION.
- CURB RAMPS - SLOPE SHALL NOT EXCEED 1:12 (8.3%) FOR A MAXIMUM OF SIX (6) FEET.
- LANDINGS - SHALL BE PROVIDED AT EACH END OF RAMPS, SHALL PROVIDE POSITIVE DRAINAGE, AND SHALL NOT EXCEED 1:48 (1/4" PER FOOT OR NOMINALLY 2.0%) CROSS SLOPE.
- PATH OF TRAVEL ALONG ACCESSIBLE ROUTE-SHALL PROVIDE A 36 INCH OR GREATER UNOBSTRUCTED WIDTH OF TRAVEL. (CAR OVERHANGS CANNOT REDUCE THIS MINIMUM WIDTH). THE SLOPE SHALL BE NO GREATER THAN 1:20 (5.0% OR 5/8" PER FOOT) IN THE DIRECTION OF TRAVEL, AND SHALL NOT EXCEED 1:48 (1/4" PER FOOT OR NOMINALLY 2.0%) IN CROSS SLOPE. WHERE PATH OF TRAVEL WILL BE GREATER THAN 1:20 (5.0%), AN ADA RAMP WITH A MAXIMUM SLOPE OF 1:12 (8.3%), FOR A MAXIMUM DISTANCE OF 30 FEET, SHALL BE PROVIDED. THE RAMP SHALL HAVE ADA HAND RAILS AND "LEVEL" LANDINGS ON EACH END THAT ARE CROSS SLOPED NO MORE THAN 1:48 (1/4" PER FOOT OR NOMINALLY 2.0%) FOR POSITIVE DRAINAGE.
- DOORWAYS - SHALL HAVE A "LEVEL" LANDING AREA ON THE EXTERIOR SIDE UP THE DOOR THAT IS SLOPED NO MORE THAN 1:48 (1/4" PER FOOT OR NOMINALLY 2.0%) FOR POSITIVE DRAINAGE. THIS LANDING AREA SHALL BE NO LESS THAN 60 INCHES (5 FEET) LONG, EXCEPT WHERE OTHERWISE PERMITTED BY ADA STANDARDS FOR ALTERNATIVE DOORWAY OPENING CONDITIONS (SEE ICC/ANSI A117.1-2003 AND OTHER REFERENCES INCORPORATED BY CODE).

THE CONTRACTOR SHALL REVIEW THE INTENDED CONSTRUCTION WITH THE LOCAL BUILDING CODE OFFICIAL PRIOR TO COMMENCING WORK. ALL PERMITS FOR CONSTRUCTION SHALL BE COORDINATED BY THE CONTRACTOR.

TOWN OF SEEKONK NOTES:

TOWN OF SEEKONK IS PLANNING RIGHT-OF-WAY CONSTRUCTION IMPROVEMENTS WHICH ARE TENTATIVELY SCHEDULED TO OCCUR FALL 2011. G.C TO COORDINATE WITH TOWN AND ENGINEER OF RECORD TO OBTAIN RECORD DRAWINGS OF IMPROVEMENTS, AND COORDINATE TIMING OF CONSTRUCTION TO AVOID CONFLICTS.

GENERAL SITE PLAN NOTES

1. THIS PLAN REFERENCES A SURVEY PREPARED BY:

   CONTROL POINT ASSOCIATES, INC.
   35 TECHNOLOGY DRIVE
   WARREN, NEW JERSEY, 070959
   1) DATED: 06/09/10, REVISED THRU 07/29/10 AND SCALED 1"=30'
   2) DATED: 06/30/08

   BRUCE SALUK & ASSOCIATES, INC.
   576 BOSTON POST ROAD EAST
   MARLBOROUGH, MA
   1) DATED: 6/10/98
   2) DATED 05/27/86

   MS TRANSPORTATION SYSTEM, INC.
   300 HOWARD STREET # 2
   FRAMINGHAM, MA

2. SPECIFIC RESOURCES, TECHNICAL REPORTS, DESIGN DOCUMENTS, ET. AL. RELATED TO THIS PROJECT INCLUDE (BUT MAY NOT BE LIMITED TO) THE FOLLOWING:

   -SURVEYS:
   "BOUNDARY & TOPOGRAPHIC SURVEY" PREPARED BY CONTROL POINT ASSOCIATES, INC., 35 TECHNOLOGY DRIVE, WARREN, NJ, SCALE: 1"=30, DATED 06/09/1, REVISED THRU 07/29/10.

   "ALTA/ACSM LAND TITLE SURVEY" PREPARED BY BRUCE SALUK & ASSOCIATES, INC., 576 BOSTON POST ROAD EAST, MARLBOROUGH, MA DATED: 6/10/98.

   -SITE PLANS:
   "GRAND UNION MARKETS" PREPARED BY CONTROL POINT ASSOCIATES, INC., 35 TECHNOLOGY DRIVE, WARREN, NJ. DATED 06/30/08

   "SITE PLAN #1475 NEWMAN AVENUE" PREPARED BY BRUCE SALUK & ASSOCIATES, INC., 576 BOSTON POST ROAD EAST, MARLBOROUGH, MA DATED: 6/10/98.

   "SEEKONK RTE. 152 IMPROVEMENTS" PREPARED BYMS TRANSPORTATION SYSTEM, INC. 300 HOWARD STREET #2, FRAMINGHAM, MA

   "TAKING" INFORMATION TAKEN FROM PLANS BY GREEMAN REIDERSON INC. RECEIVED 08/09/10.

   "AS-BUILT SEPTIC SYSTEM LOCAL UPGRADE PLAN" BY BOHLER ENGINEERING, P.C. DATED 4/15/10

   CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE DOCUMENTS AND FAMILIARIZING THEMSELVES WITH SAME FOR APPLICATION BOTH PRIOR TO AND DURING CONSTRUCTION.
3. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE REFERENCED SURVEYOR'S BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO GROUNDBREAK.

   APPLICANT:
   MARK INVESTMENTS
4. PARCEL DATA: LOT IS SHOWN AS LOTS 1 & 2, MAP 29 ON THE TOWN OF SEEKONK ASSESSOR'S MAP.
5. ALL HANDICAP PARKING SPACES SHALL BE CONSTRUCTED TO MEET CURRENT ADA/AAB REQUIREMENTS.
6. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.
7. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR ANY/ALL CERTIFICATIONS, INSPECTIONS, ETC. REQUIRED BY ALL GOVERNING JURISDICTIONAL AGENCIES DURING AND AFTER CONSTRUCTION FOR SIGN-OFF AND CERTIFICATE OF OCCUPANCY ISSUANCE, INCLUDING BUT NOT LIMITED TO PROCUREMENT OF SERVICES, SCHEDULING OF FIELD OBSERVATIONS AND COORDINATION WITH REPRESENTATIVES OF THE APPROPRIATE PARTIES.
8. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
9. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN GEOTECHNICAL REPORT AND PLANS, ETC.
10. THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
11. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO BOHLER ENGINEERING AT THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY BOHLER ENGINEERING IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK WOULD BE INHIBITED BY ANY OTHER SITE FEATURES.
12. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
13. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.
14. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED HAZARDOUS MATERIAL, AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE AND FEDERAL LAWS AND APPLICABLE CODES.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
16. CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES AS NECESSARY TO ENSURE THE STRUCTURAL STABILITY OF PAVEMENT, STRUCTURES, ETC. TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.
17. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING ALL EXISTING DAMAGE AND FOR NOTIFYING CONSTRUCTION MANAGER PRIOR TO START OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR REPAIRING THE DAMAGE DONE TO ANY EXISTING ITEM DURING CONSTRUCTION SUCH AS BUT NOT LIMITED TO UNDERGROUND UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECT CABLE, CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. REPAIR SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
18. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS INDICATED IN SPECIFICATIONS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.
19. ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS/MEANS FOR COMPLETION OF THE WORK DEPICTED ON THESE PLANS NOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFICATION OF OWNER AND ENGINEER OF RECORD WHEN A CONFLICT IS IDENTIFIED.
20. ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAVE THEY BEEN RETAINED FOR SUCH PURPOSES.
21. ALL CONTRACTORS MUST CARRY STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME BOHLER ENGINEERING, AND ITS SUB-CONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH BOHLER ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS BOHLER ENGINEERING AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
22. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER ENGINEERING, NOR THE PRESENCE OF BOHLER ENGINEERING OR ITS EMPLOYEES AND SUB-CONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. BOHLER ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. BOHLER ENGINEERING SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
23. BOHLER ENGINEERING SHALL REVIEW AND APPROVE 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 CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. BOHLER ENGINEERINGS REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT BOHLER ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF BOHLER ENGINEERING IN WRITING BY THE CONTRACTOR. BOHLER ENGINEERING SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
24. IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR FOLLOWING THE COMPLETION OF THE PROJECT, BOHLER ENGINEERING AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NON-BINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
25. THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO REQUIRE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUB-CONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
26. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

GENERAL GRADING & UTILITY PLAN NOTES

1. LOCATION OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. SANITARY SEWER AND ALL OTHER UTILITY SERVICE CONNECTION POINTS SHALL BE CONFIRMED INDEPENDENTLY BY THE CONTRACTOR IN FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL DISCREPANCIES SHALL BE REPORTED IMMEDIATELY IN WRITING TO THE ENGINEER. CONSTRUCTION SHALL COMMENCE BEGINNING AT THE LOWEST INVERT (POINT OF CONNECTION) AND PROGRESS UP GRADIENT. ALL PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. ALL UTILITIES AND SERVICES INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE SHALL BE VERTICALLY AND HORIZONTALLY LOCATED. THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY NOTIFICATION SYSTEM TO LOCATE ALL THE UNDERGROUND UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY BOHLER ENGINEERING IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH LOCAL REGULATIONS AND CODES.
4. DEFINE AND LOCATE VERTICALLY AND HORIZONTALLY ALL ACTIVE UTILITY AND/OR SERVICE SYSTEMS THAT ARE TO BE REMOVED. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN ALL ACTIVE SYSTEMS THAT ARE NOT BEING REMOVED/RELOCATED DURING SITE ACTIVITY.
5. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER REQUIREMENTS AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION AS IDENTIFIED OR REQUIRED FOR PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
6. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF SITE PLAN DOCUMENTS AND ARCHITECTURAL DESIGN FOR EXACT BUILDING UTILITY CONNECTION LOCATIONS, GREASE TRAP REQUIREMENTS/DETAILS, DOOR ACCESS, AND EXTERIOR GRADING. THE UTILITY SERVICE SIZES ARE TO BE DETERMINED BY THE ARCHITECT. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES/SERVICES WITH THE INDIVIDUAL COMPANIES, TO AVOID CONFLICTS AND ENSURE PROPER DEPTHS ARE ACHIEVED. THE JURISDICTION UTILITY REQUIREMENTS SHALL ALSO BE MET, AS WELL AS COORDINATING THE UTILITY TIE-INS/CONNECTIONS PRIOR TO CONNECTING TO THE EXISTING UTILITY/SERVICE. WHERE CONFLICTS EXIST WITH THESE SITE PLANS, ENGINEER IS TO BE NOTIFIED PRIOR TO CONSTRUCTION TO RESOLVE SAME.
7. WATER SERVICE MATERIALS, BURIAL DEPTH, AND COVER REQUIREMENTS SHALL BE SPECIFIED BY THE LOCAL UTILITY COMPANY. CONTRACTOR'S PRICE FOR WATER SERVICE SHALL INCLUDE ALL FEES AND APPURTENANCES REQUIRED BY THE UTILITY TO PROVIDE A COMPLETE WORKING SERVICE.
8. ALL NEW UTILITIES/SERVICES, INCLUDING ELECTRIC, TELEPHONE, CABLE TV, ETC. ARE TO BE INSTALLED UNDERGROUND. ALL NEW UTILITIES/SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY/SERVICE PROVIDER INSTALLATION SPECIFICATIONS AND STANDARDS.
9. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT REFERENCED IN THIS PLAN SET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED AS OUTLINED IN THE GEOTECHNICAL REPORT. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL BE SUBMITTED IN COMPACTION REPORT PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER, REGISTERED WITH THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUB-GRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. SUB-BASE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUB-BASE BE DEEMED UNSUITABLE BY OWNER OR OWNER'S REPRESENTATIVE, SUB-BASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT.
10. ALL FILL, COMPACTION, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION SHALL BE AS PER THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT AND SHALL BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY SPECIFICATIONS.
11. THE CONTRACTOR SHALL COMPLY TO THE FULLEST