

GENERAL & DISTRICT NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR:
 - A. CONTACTING THE DISTRICT'S INSPECTOR AT 303-986-3442 AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
 - B. CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
 - C. IN CASE OF AN EMERGENCY AFTER WORKING HOURS, CALL THE DISTRICT'S OFFICE AT 303-986-3442.
2. THE LOCATIONS OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND NOT ALL UTILITIES MAY BE SHOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUNDWATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE DISTRICT, AND THE DESIGN ENGINEER AT THE TIME OF THEIR OCCURRENCE.
4. UNDER DRAINS ARE NOT A PART OF THE SANITARY SEWER LINES OR SYSTEM. UNDER DRAINS SHALL NOT BE ACCEPTED, MAINTAINED OR SUBJECT TO CONSTRUCTION OBSERVATION BY THE DISTRICT. THE DISTRICT HAS NO SPECIFICATIONS FOR UNDER DRAINS AND WILL ONLY REVIEW THEIR PROPOSED LOCATION RELATIVE TO THE SANITARY SEWER LINES.
5. THE OWNER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH PLAN REVIEW AND CONSTRUCTION OBSERVATION.
6. COPIES OF THE DISTRICT SPECIFICATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DISTRICT.

7. IT IS UNDERSTOOD AND AGREED THAT A REVIEW OF THESE PLANS AND SPECIFICATIONS BY OR ON BEHALF OF THE BEAR CREEK WATER AND SANITATION DISTRICT IS ONLY FOR PURPOSES OF THE DISTRICT AND IN NO WAY RELATE TO AN APPROVAL OF MATERIALS USED OR THE END PRODUCT OF THE DEVELOPER'S WORK. THE DEVELOPER CERTIFIES THAT HE HAS THOROUGHLY REVIEWED ALL PLANS, NOTES AND SPECIFICATIONS, EXAMINED THE PROJECT SITE AND ASCERTAINED ALL SOIL, GEOLOGICAL, GROUND WATER AND OTHER CONDITIONS TO BE ENCOUNTERED WHICH MIGHT AFFECT THE CONSTRUCTION AND FUTURE MAINTENANCE OF THE PROJECT. THE DEVELOPER FURTHER CERTIFIES THAT WORK CONTEMPLATED UNDER SUCH PLANS AND SPECIFICATIONS HAS BEEN PREPARED BY OR ON BEHALF OF THE DEVELOPER, THAT THE PROJECT IS THE RESPONSIBILITY OF THE DEVELOPER, AND THAT WORK IS UNDERTAKEN THEREON ONLY IN RELIANCE ON ITS OWN INVESTIGATION AND INFORMATION AND NOT ON ANY STATEMENTS, REPRESENTATIONS OR REPORTS, IF ANY, THAT MAY HAVE BEEN MADE OR FURNISHED BY THE DISTRICT, ITS OFFICERS, AGENTS, OR EMPLOYEES.
8. IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH THE DISTRICT DUE TO CHANGED CONDITIONS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF, IN THE OPINION OF THE DISTRICT, PROPOSED ALTERNATIONS TO THE SIGNED CONSTRUCTION PLANS INVOLVES SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE DISTRICT FOR REVIEW PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.
9. THE DISTRICT, ITS REPRESENTATIVE AND/OR DISTRICT ENGINEER, IS NOT A GUARANTOR OF THE CONSTRUCTING CONTRACTORS' OBLIGATIONS AND PERFORMANCE OF CONTRACT.
10. OBSERVATIONS OF WORK IN PROGRESS AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE BY THE DISTRICT OR DISTRICT ENGINEER OF THE CONTRACTORS' CONTRACTUAL COMMITMENT.
11. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR WORK, ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ENGINEER, OR THE COUNTY.
12. THE DISTRICT AND/OR DISTRICT ENGINEER EXERCISES NO CONTROL OF THE SAFETY OF ADEQUACY OF THE EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS OR ANY OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME.
13. THE DISTRICT AND/OR DISTRICT ENGINEER IS NOT RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO.

14. UPON COMPLETION OF WATER AND/OR SANITARY SEWER CONSTRUCTION AND TESTING, THE DEVELOPER OR CONTRACTOR SHALL CONTACT THE DISTRICT FOR A PROBATIONARY ACCEPTANCE INSPECTION. A PUNCH LIST WILL BE PROVIDED TO THE DEVELOPER AND CONTRACTOR UPON COMPLETION OF THE INITIAL WALK-THRU AND PROBATIONARY ACCEPTANCE WILL BE ISSUED FOLLOWING COMPLETION AND ACCEPTANCE OF THE WORK OUTLINED IN THE PUNCH LIST, AND AFTER RECORD DRAWINGS ARE SUBMITTED.
15. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE PROPER FUNCTIONING OF THE LINES FOR UP TO ONE (1) YEAR FROM THE DATE OF PROBATIONARY ACCEPTANCE INSPECTION OF THE LINES BY THE DISTRICT. ANY MALFUNCTION DURING THIS PERIOD OF INSPECTION SHALL BE REMEDIED BY THE CONTRACTOR TO THE SATISFACTION OF THE DISTRICT'S ENGINEER AT NO EXPENSE TO THE DISTRICT.
16. THE DATE OF FINAL ACCEPTANCE WILL BE INDICATED IN THE CONDITIONS OF THE PROBATIONARY ACCEPTANCE LETTER. THE DISTRICT WILL INSPECT THE LINES IN THE ELEVENTH MONTH OF THE WARRANTY PERIOD AND A PUNCH LIST WILL BE ISSUED WHICH THE CONTRACTOR/DEVELOPER MUST COMPLETE IN 30 DAYS.