

**GENERAL NOTES:**

- 1 Unless otherwise specified, all work shall be performed consistent with the following specifications:  
 Indian River County  
 Indian River Farms Water Control District  
 Florida Department of Transportation (FDOT)  
 St. John's River Water Management District (SJRWMD)  
 Florida Department of Environmental Protection (FDEP)  
 Indian River County Department of Health (DOH)  
 U.S. Environmental Protection Agency, Region 4 (EPA)
- 2 This design has been based upon topographical field survey by William Mott Land Surveying, Inc. and geotechnical evaluation performed by ARDAMAN & ASSOCIATES, INC. Dyer, Riddle, Mills & Precourt, Inc. makes no assurances regarding the accuracy of such survey or geotechnical evaluation.
- 3 Contractor shall familiarize himself with the site, including all surface and sub-surface conditions, the work required and all other conditions that may effect the successful completion of the job prior to commencement of work.
- 4 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and permit conditions bearing on the conduct of the Work, as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer, in writing, and any necessary changes shall be adjusted, as provided in the Agreement for changes in the Work.
- 5 The Contractor shall be responsible to the Owner and the Engineer for the acts and omissions of Contractor's employees and all his subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Contractor.
- 6 The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, or other similar facilities, including incidental structures connected therewith that are encountered in the Work in order that such items may be properly supported, protected or located.
- 7 Unless otherwise specified in the general conditions, all construction is to be governed by the plans, applicable permits, and specifications herein, and all applicable Federal, State and Local building and safety codes, laws and ordinances.
- 8 Prior to performing any work within any public or utility right-of-way, Contractor shall obtain authorization and permit from jurisdiction responsible for such right-of-way. In addition, Contractor shall obtain gas I.D. number from local gas company and notify Underground Utilities, Notification Center at 1-800-432-4770 at least 72 hours prior to start of work.
- 9 Prior to performing any work within any public right-of-way, Contractor shall develop and implement a traffic control plan consistent with the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation, Federal Highway Administration.
- 10 In the event the Contractor discovers any errors or omissions in the plans he shall immediately notify the owner or owner's agent.
- 11 Contractor shall preserve and protect all permanent reference monuments, permanent control points, permanent bench marks and property corners. In the event the monuments, points or markers are disturbed the Contractor shall employ a Florida Registered Land Surveyor to reset or replace them.
- 12 The owner, owner's agent and inspectors of applicable government jurisdictions, shall at all times have access to the work wherever and whenever it is in preparation or progress; and the Contractor shall provide proper facilities for such access and for the inspection.
- 13 It is the Contractor's responsibility to take all reasonable and prudent precautions to insure that all completed work, materials and equipment stored on site are safe and secured from unauthorized access or use. Such precautions may include installation of signs, fences, or posting of security guards.
- 14 Contractor shall, at all times, utilize all normally accepted and reasonably expected safety practices and comply with all Federal, State and Local regulations, ordinances and guidelines pertaining to safe utilization of equipment or materials as published by manufacturer.
- 15 Prior to initiating any excavation (including but not limited to tunnels, ditches, stormwater ponds, canals, artificial lakes) Contractor shall install fences and take all other reasonable and prudent steps to insure that access to excavation by unauthorized personnel is prevented.
- 16 Contractor shall comply in every respect with the provisions of the Florida State Trench Safety Act.
- 17 17.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - A. All employees on the Work and all other persons who may be affected thereby;
  - B. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for demolition in the course of construction.
- 17.2 The Contractor shall comply with all applicable safety codes and with all applicable laws, ordinances, rules, regulations and lawful orders of any public, quasi public or other authority having jurisdiction for the safety of persons or property or for their protection against damage, injury or loss, or designed to protect the environment. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promoting safety regulations and notifying owners and users of adjacent utilities of the existence of hazards and of the safety regulations.
- 17.3 All damage or loss to any property referred to in Clauses 17.1(B) and 17.1(C) caused in whole or in part by the Contractor, a Subcontractor, or by anyone for whose acts any of them may be liable, shall be remedied by the contractor, except damage or loss properly attributable solely to the acts or omissions of the Owner, or the Engineer or anyone employed by them, or for whose acts any of them may be liable, and not properly attributable in whole or in part, to the fault or negligence of the Contractor.
- 17.4 Until final acceptance of the Work by Owner, the Contractor shall have the charge and care of and shall bear the risk of injury or damage, loss or expense to any part thereof, or to any materials stored on site, by the action of the elements or from any other cause whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance and shall bear the expenses thereof.
- 17.5 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. No load shall be placed on a roof without the approval of the Owner or Engineer.

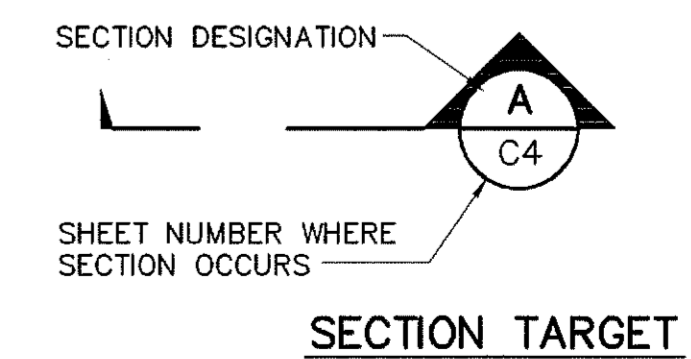
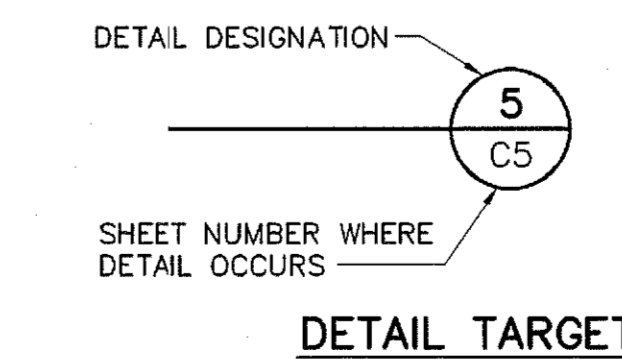
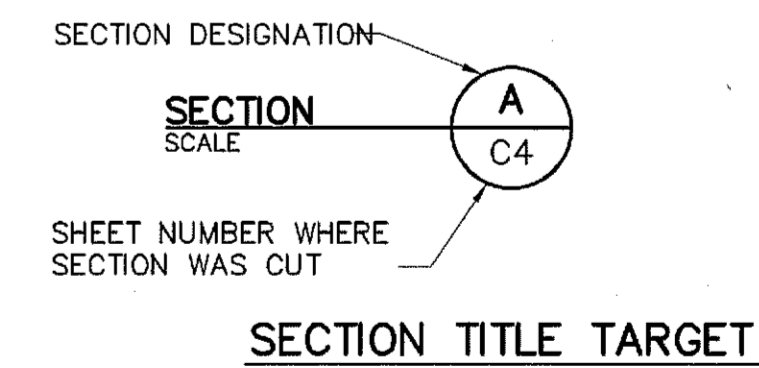
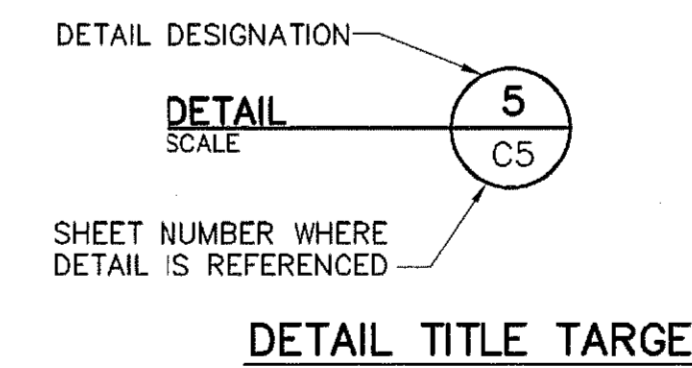
- 17.6 Those parts of Work in place which are subject to damage because of operations being carried on adjacent thereto shall be covered, boarded up or substantially enclosed with adequate protection by the Contractor at Contractor's expense.
- 17.7 Permanent openings used as thoroughfares for the introduction of Work and materials to the structure shall have heads, jacks and sills well blocked and boarded by the Contractor. Owner retains the authority, but assumes no duty, to establish standards of protection, and to review the efficiency of protective measures taken by the Contractor.
- 17.8 Adequate traffic control, barricades and flagman services shall be furnished and maintained by the Contractor at all points where conveying equipment engaged on the Work regularly enters onto or crosses traffic-carrying roads.
- 18 18.1 The Contractor shall comply in every respect with the Federal Occupational Health and Safety Act of 1970 and all rules and regulations now or hereafter in effect under said Act, and the Contractor further agrees to comply with any and all applicable state laws and regulations pertaining to job safety and health.
- 18.2 The Contractor shall protect and keep Owner (including their agents and employees) free and harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from the Federal Occupational Safety and Health Act of 1970 as amended or any rule or regulation promulgated thereunder or of any state laws or regulations pertaining to job safety and health arising out of or in any way connected with the performance of Work or Work to be performed under this Contract, and Contractor shall indemnify Owner from any such claims, penalties, suits or actions, public or private, administrative or judicial, including attorney's fees paid or incurred by or on behalf of Owner, jointly or severally, and/or their agents and employees. The Contractor further agrees, in the event of a claimed violation of any federal or state safety and health law or regulation arising out of or in any way connected with the performance of Work or Work to be performed under this Contract, Owner may immediately take whatever action is deemed necessary by Owner to remedy the claimed violation. Any and all costs or expenses paid or incurred by Owner in taking such action shall be borne by Contractor, and Contractor agrees to protect, hold harmless and indemnify Owner against any and all such costs or expenses.
- 19 All Work performed under the Contract, and all equipment, appliances, tools and like items used in the Work shall conform to applicable safety codes and regulations of any public or other authority having jurisdiction. In the event of conflicting requirements, the more stringent interpretation or regulation shall govern.
- 20 The Contractor shall develop and implement an erosion control plan to minimize erosion and insure functioning of stormwater management system upon completion of construction.
- 21 21.1 Contractor and its subcontractors shall use, handle, transport, and dispose of all hazardous materials (as defined Paragraph 21.8) in compliance with all present federal, state and local environmental, health or safety law, including, but not limited to, all such statutes, regulations, rules, ordinances, codes, and rules of common law.
- 21.2 Contractor further agrees that Contractor and its Subcontractors shall not cause the discharge, release or disposal of any hazardous material created by its work on or about the Job Site. In the event of any spill, release or any other reportable occurrence, Contractor shall notify the appropriate governmental agency and shall take such action as may be necessary to minimize the deleterious effect of such spill on persons or property.
- 21.3 Contractor and its Subcontractors shall, upon completion of performance of all duties under this Contract, remove all supplies, materials, and waste containing and hazardous material from the Job Site. Contractor shall bear full financial responsibility, as between the parties of this Contract, for the compliance of Contractor and its Subcontractors with the provisions of this Paragraph 21.7.
- 21.4 Contractor agrees to indemnify, defend, protect and hold the Owner harmless from and against any claims including, without limitation, actual attorney's fees and any costs of investigation, soils testing, governmental approvals, remediation and clean-up arising out of or in any way connected with the failure of Contractor or its Subcontractors, or their agents, employees, officers, or representatives, to comply with the terms of this Article 21.
- 21.5 Should Contractor or its Subcontractors discharge, release or dispose of any hazardous material on or about the Job Site in violation of this Paragraph, Contractor shall immediately so inform Owner in writing. In the event of any spill, release or any other reportable occurrence, Contractor shall notify the appropriate governmental agency and shall take such action as may be necessary to minimize the deleterious effect of such spill on persons or property.
- 21.6 In the event Contractor or its Subcontractors encounter on the Premises any pipeline, underground storage tank or other container, of any kind, that may contain a hazardous material, or encounter material reasonably believed to be a hazardous material, Contractor shall immediately stop work in the area affected and report the condition to Owner in writing.
- 21.7 If Contractor or its Subcontractors do not comply with the requirements of this Paragraph, Owner may, but is not obligated to, give written notice of violation to Contractor. Should Contractor or its Subcontractors fail to comply with the requirements of the Paragraph within twenty-four (24) hours from the time Owner issues such written notice of noncompliance or within the time of an abatement period specified by any governmental agency, whichever period is shorter, Contractor shall be in material default of this Contract.
- 21.8 "Hazardous material" means any substance: (a) the presence of which requires investigation or remediation under any present federal, state or local statute, regulation, ordinance, rule, code, order, action, policy or common law, or (b) which is or becomes defined as a "Hazardous waste," "hazardous substance," pollutant or contaminant under any present federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the state in which the Premises are located or any political subdivision thereof, or (d) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises, or (e) which contains gasoline, diesel fuel or other petroleum hydrocarbons, or (f) which contains polychlorinated biphenyls (PCBs), asbestos, lead or urea formaldehyde foam insulation.
- 22 The existing utilities shown are approximate. The contractor shall field locate all existing utilities as to size, location, and elevation. The contractor shall notify the engineer of any and all conflicts prior to beginning construction.
- 23 If any testing, inspection or approval reveal defective work, contractor shall NOT be allowed to receive any associated costs and the owner shall be entitled to deduct from the contract price, by issuing a change order, owner's costs arising out of the defective work, including costs of repeated procedures, compensation for engineer's and design engineer's services and other related costs.
- 24 AS-BUILTS DRAWINGS:
  - a) "AS-BUILT" DRAWINGS SHALL BE ACCURATELY RECORDED AND CERTIFIED BY A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL MEET THE MINIMAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYOR'S AND MAPPERS IN CHARTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
  - b) "AS-BUILT" INFORMATION SHALL INCLUDE LOCATION AND ELEVATIONS FOR ALL BUILDINGS, SIDEWALKS, PAVEMENT, CURB & GUTTER, UTILITIES, AND STORM SEWER SYSTEM INCLUDING UNDERDRAINS. SUBMIT CERTIFIED DRAWINGS TO THE ENGINEER TWO WEEKS PRIOR TO FINAL INSPECTION OF THE WORK TO BE CERTIFIED.
  - c) SEE INDIAN RIVER COUNTY STANDARD DETAILS M-15, M-16, M-16(A) & M-16(B) FOR UTILITIES AS-BUILT REQUIREMENTS.

**UTILITY PROVIDERS:**

WATER: INDIAN RIVER COUNTY DEPT. OF UTILITY SERVICES  
 SANITARY SEWER: INDIAN RIVER COUNTY DEPT. OF UTILITY SERVICES  
 ELECTRIC: FLORIDA POWER AND LIGHT  
 TELEPHONE: BELLSOUTH  
 CABLE: COMCAST  
 GAS: N/A  
 SOLID WASTE: WASTE MANAGEMENT  
 FIRE PROTECTION: INDIAN RIVER COUNTY FIRE PREVENTION

**LEGEND**

- 89.94  
EXISTING SPOT ELEVATION
- 90  
EXISTING CONTOUR
- EXISTING STORMWATER PIPE
- EXISTING STORMWATER STRUCTURE
- EXISTING EDGE OF PAVEMENT & CURBING
- EXISTING SANITARY SEWER PIPE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- 12"FM  
EXISTING FORCE MAIN & SIZE
- 16"W  
EXISTING WATER MAIN & SIZE
- 2"G  
EXISTING GAS MAIN & SIZE
- 93.50  
PROPOSED SPOT ELEVATION
- 92  
PROPOSED CONTOUR
- PROPOSED DIRECTION OF FLOW
- RD  
PROPOSED ROOF DRAIN PIPE
- PROPOSED STORMWATER PIPE
- PROPOSED STORMWATER STRUCTURE
- 8"SS  
PROPOSED EDGE OF PAVEMENT & CURBING
- PROPOSED SANITARY SEWER PIPE & SIZE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY PUMP STATION
- PROPOSED GATE VALVE, REDUCER, TEE, BFP, PLUG
- PROPOSED FIRE HYDRANT
- PROPOSED SIAMESE CONNECTION
- 10"FW  
PROPOSED FIRE WATER MAIN & SIZE
- 4"W  
PROPOSED POTABLE WATER MAIN & SIZE
- 2"G  
PROPOSED GAS MAIN & SIZE
- 2"FM  
PROPOSED SANITARY FORCE MAIN & SIZE
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED SILT FENCE
- RIGHT-OF-WAY
- CENTERLINE



| REVISIONS | BY  |
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**DRMP**  
 ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS  
 941 Lake Baldwin Lane - Orlando, Florida 32814  
 Phone: 407.896.0594 Fax: 407.896.4836  
 Florida Certificate of Authorization No. 2648

Dyer, Riddle, Mills, & Precourt, Inc.

WARNING  
 IF THIS BAR DOES NOT MEASURE THE THIS DOCUMENT IS NOT TO SCALE

JAN 05 2009  
 JOHN A. KELLY, P.E.  
 FLORIDA P.E. #44011

**ABC LIQUORS, INC.**  
 8889 S. ORANGE AVE. - ORLANDO, FLA. 32824  
**ABC FINE WINE & SPIRITS STORE NO. 43**  
 5905 20th STREET, VERO BEACH, FLORIDA, 32966

|          |              |
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| DRAWN:   | CKS          |
| CHECKED: | JCK          |
| DATE:    | AUGUST, 2009 |
| SCALE:   |              |
| JOB No:  | 04-0289.000  |
| SHEET:   | 3 OF 21      |

GENERAL NOTES & LEGEND

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