



GENERAL NOTES

- THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
SURVEY, PREPARED BY MASER CONSULTING, PA DATED XX/XX/XXXX
- APPLICANT/OWNER: SAYREVILLE SHOPPING PLAZA, LLC
800 MORRIS TURNPIKE
SHORT HILLS, NJ 07078
- PARCEL DATA:
BLOCK 368.07, LOTS 1 & 2
2909 WASHINGTON ROAD (CR 535) & NORTH ERNSTON ROAD
(CR 673)
BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NJ
- ZONE: GENERAL BUSINESS PLANNED UNIT DEVELOPMENT (B-2) PUD ZONE
- EXISTING USE: RETAIL SALES AND SERVICE (PERMITTED USE) (ZONING SCHEDULE I-B)
MULTIPLE USES (PERMITTED USE)
- PROPOSED USE: RETAIL SALES AND SERVICE (PERMITTED USE) (ZONING SCHEDULE I-B)
RESTAURANT W/ DRIVE-THRU (NON-PERMITTED USE (V)) (ZONING SCHEDULE I-B)
MULTIPLE USES (PERMITTED USE)
- SCHEDULE OF ZONING REQUIREMENTS (ZONING SCHEDULE I-B)

ZONE REQUIREMENT	B-2 ZONE [1]	EXISTING (LOTS 1 & 2)	PROPOSED (LOTS 1 & 2)
MINIMUM LOT AREA	20,000 SF (0.459 AC)	1,032,078 SF (23.7 AC)	1,032,078 SF (23.7 AC)
MINIMUM LOT WIDTH [2]	100 FT	1,088.2 SF	1,088.2 SF
MINIMUM FRONT YARD SETBACK (NORTH ERNSTON ROAD)	50 FT [3]	75.2 FT (E)	75.2 FT (E)
MINIMUM FRONT YARD SETBACK (WASHINGTON ROAD)	50 FT	140.0 FT	140.0 FT
MINIMUM REAR YARD SETBACK	25 FT	86.1 FT	86.1 FT
MINIMUM SIDE YARD SETBACK	10 FT	73.2 FT	73.2 FT
ACCESSORY BUILDING/STRUCTURE SIDE SETBACK	10 FT	N/A	795.7 FT
ACCESSORY BUILDING/STRUCTURE REAR SETBACK	25 FT	N/A	857.2 FT
RESIDENTIAL LANDSCAPE BUFFER	50 FT	42.3 FT (E)	42.3 FT (E)
MAXIMUM BUILDING HEIGHT	50 FT (3 STORIES)	< 50 FT (3 STORIES)	< 50 FT (3 STORIES)
MAXIMUM LOT COVERAGE BY PAVEMENT AND BUILDINGS	85%	68.0% (702,436 SF)	69.2% (713,993 SF)
MAXIMUM LOT COVERAGE BY BUILDINGS	50%	18.0% (185,894 SF)	18.3% (188,438 SF)

N/S: NO STANDARD N/A: NOT APPLICABLE (V): VARIANCE (E): EXISTING NON-COMFORMANCE

- PER OUR CORRESPONDENCE WITH THE BOROUGH ZONING OFFICER, THE B-2 ZONE OFFICE USE BULK REQUIREMENTS SHALL BE UTILIZED FOR THE PROPOSED DEVELOPMENT.
- THE GREATER FRONTAGE OF A CORNER LOT SHALL BE THE LOT DEPTH AND THE LESSER FRONTAGE IS THE LOT WIDTH. (SECTION 26-6)
- YARDS ABUTTING ERNSTON ROAD SHALL BE A MINIMUM WIDTH OF 100 FT (§26-82.2.C)
- IN ALL OTHER ZONES ASIDE FROM THE RESIDENTIAL ZONES, RELATED COMPATIBLE BUILDINGS UNDER ONE (1) MANAGEMENT MAY BE ERECTED PROVIDED THAT ALL YARD, OPEN SPACE, SETBACK AND COVERAGE REQUIREMENTS ARE MET (§26-62.4)

8. OFF-STREET PARKING REQUIREMENTS

- EVERY PARKING SPACE PROVIDED SHALL MEASURE AT LEAST NINE (9) FEET IN WIDTH AND EIGHTEEN (18) FEET IN LENGTH, EXCLUSIVE OF ACCESS DRIVES AND AISLES. (§26-88.1.B.1) (COMPLIES)
- HARPIN STRIPING SHALL BE REQUIRED. (§26-98.1.B.1) (COMPLIES)
- NO PARKING SHALL BE LOCATED IN A MINIMUM FRONT SETBACK AREA OF FIVE (5) FEET OF A PROPERTY LINE (§26-98.1.B.8) (COMPLIES)
- FOR RETAIL USES THERE SHALL BE FIVE (5) REQUIRED SPACES FOR EVERY 1,000 SQUARE FEET OF BUILDING AREA. RETAIL USES SUCH AS DELIS, BAKERIES AND COFFEE SHOPS WITH ON-SITE SEATING SHALL ADD ONE ADDITIONAL SPACE FOR EVERY THREE (3) SEATS. (§26-88.1.SCHEDULE 1)

FOR RESTAURANT USES, THERE SHALL BE ONE (1) REQUIRED SPACE FOR EVERY 3 SEATS. (§26-88.1.SCHEDULE 1)

PARKING CALCULATION:

EXISTING SHOPPING PLAZA - RETAIL USES ONLY (180,294 SF GFA) * (5 SPACES/1,000 SF GFA)	= 902 SPACES REQUIRED
EXISTING SHOPPING PLAZA - RESTAURANT USES ONLY PRIMO'S PIZZA RESTAURANT: (32 SEATS) * (1 SPACE/3 SEATS)	= 11 SPACES REQUIRED
COLUMBIAN RESTAURANT: (24 SEATS) * (1 SPACE/3 SEATS)	= 8 SPACES REQUIRED
ROYAL INDIAN RESTAURANT: (24 SEATS) * (1 SPACE/3 SEATS)	= 8 SPACES REQUIRED
PROPOSED DUNKIN DRIVE THRU RESTAURANT: (2,544 SF) * (5 SPACES/1,000 SF GFA)	= 13 SPACES
(21 SEATS) * (1 SPACE/3 SEATS)	= 7 SPACES
(13 SPACES) + (7 SPACES)	= 20 SPACES REQUIRED
	= 20 SPACES PROPOSED (COMPLIES)
	= 949 TOTAL SPACES REQUIRED
	= 972 TOTAL SPACES PROVIDED/PROPOSED SPACES (COMPLIES)

9. LOADING REQUIREMENTS

- THE NUMBER OF OFF-STREET LOADING BERTHS REQUIRED FOR ANY USE SHALL BE ONE (1) FOR THE FIRST 25,000 SQUARE FEET OF GROSS BUILDING FLOOR AREA PLUS ONE (1) ADDITIONAL SPACE FOR EACH ADDITIONAL 15,000 SQUARE FEET OF GROSS BUILDING AREA. A MINIMUM OF ONE (1) SPACE SHALL BE PROVIDED PER BUILDING. (§26-88.2.A) (WAVES)
- NO OFF-STREET PARKING OR LOADING AREA SHALL BE LOCATED IN A MINIMUM REAR FRONT YARD SETBACK AREA OR WITHIN FIVE (5) FEET OF A PROPERTY LINE. (§26-98.1.B.8) (WAVES)
- REQUIRED OFF-STREET LOADING BERTHS SHALL BE A MINIMUM OF FIFTY (50) FEET LONG, TWELVE (12) FEET WIDE AND FIFTEEN (15) FEET HIGH AND SHALL NOT OCCUPY ANY PART OF ANY REQUIRED FRONT, SIDE OR REAR YARD SETBACK AREA, PROVIDED, HOWEVER, THAT NO LOTS ON WHICH THE REAR YARD ABUTS A LIMITED ACCESS HIGHWAY OR RAILROAD, SUCH LOADING SPACE MAY OCCUPY THE REAR YARD UP TO THE REAR PROPERTY LINE. (§26-98.2.B.1) (E)
- ALL LOADING AREAS SHALL BE ON THE SAME LOT AS THE USE WHICH IS TO BE SERVED. SUCH AREAS SHALL BE LOCATED ONLY IN A SIDE OR REAR YARD. SUCH AREAS SHALL NOT ENDOCHORD UPON ANY REQUIRED OFF-SPACE, ACCESSORY, OFF-STREET PARKING AREA OR PUBLIC RIGHT-OF-WAY. WHERE LOCATED ADJACENT TO ANY RESIDENTIAL DISTRICT, THEY SHALL BE SET BACK A MINIMUM OF FIVE (5) FEET FROM SUCH PROPERTY LINE. LOADING SPACES SHALL ABUT THE BUILDING BEING SERVED AND SHALL BE LOCATED TO DIRECTLY SERVE THE BUILDING FOR WHICH THE SPACE IS PROVIDED. (§26-98.2.B.2) (COMPLIES)

GRAPHIC SCALE
1 INCH = 20 FT

GENERAL NOTES

- DRIVEWAY/DRIVE AISLE REQUIREMENTS
- PARKING SPACES PLACED AT AN ANGLE OF SIXTY (60) DEGREES SHALL HAVE A MINIMUM DRIVE AISLE WIDTH OF TWENTY (20) FEET. (§26-98.1.B.2) (COMPLIES)
- LOCATION OF CURB CUTS AT STREET INTERSECTIONS, CURB CUTS SHALL BE SET BACK NOT LESS THAN FIFTY (50) FEET FROM THE INTERSECTION OF THE TWO (2) CURB LINES, OR SUCH LINES EXTENDED, AND SHALL BE SET BACK NOT LESS THAN TEN (10) FEET FROM THE INTERSECTION OF TWO (2) PROPERTY LINES, OR SUCH LINES EXTENDED EXCEPT IN RESIDENTIAL ZONES WHERE THE MINIMUM DISTANCE BETWEEN THE PROPERTY LINE AND EDGE OF DRIVEWAY SHALL BE FIVE (5) FEET, BETWEEN THE CURB RETURNS FOR ANY TWO (2) DRIVEWAYS SERVING THE SAME PROPERTY, THERE SHALL BE AT LEAST TWENTY-FIVE (25) FEET OF CURB, EXCEPT THAT THIS DISTANCE MAY BE REDUCED TO AS LITTLE AS THE (5) FEET WHERE IT IS DEMONSTRATED TO THE BOARD THAT RESTRICTED FRONTAGE MAKES THIS NECESSARY TO PROVIDE ADEQUATE DRIVEWAYS. (E) (NOT MORE THAN TWO (2)) FOR THE PROPERTY ON ANY ONE ROADWAY. (§26-98.1.B.4) (E)
- ANY EXIT DRIVEWAY OR DRIVEWAY LANE SHALL BE SO DESIGNATED IN PROFILE AND GRADING AND LOCATED IN SUCH A MANNER AS TO PROVIDE A MINIMUM SIGHT DISTANCE MEASURED IN EACH DIRECTION OF ONE HUNDRED FIFTY (150) FEET. THE MAXIMUM ALLOWABLE SPEED IN ANY SUCH DRIVEWAY SHALL BE FIFTEEN (15) MILES PER HOUR. THE MEASUREMENTS SHALL BE MADE FROM THE DRIVER'S SEAT OF A VEHICLE STANDING ON THAT PORTION OF THE EXIT DRIVEWAY THAT IS IMMEDIATELY OUTSIDE THE EDGE OF THE ROAD RIGHT-OF-WAY. (§26-98.1.A.2) (COMPLIES)
- THE DIMENSIONS OF DRIVEWAYS SHALL BE DESIGNED TO ADEQUATELY ACCOMMODATE THE VOLUME AND CHARACTER OF VEHICLES ANTICIPATED TO BE ATTRACTED DAILY ONTO THE LAND DEVELOPMENT FOR WHICH THIS SITE PLAN IS PREPARED. THE REQUIRED MINIMUM AND MAXIMUM DIMENSIONS OF DRIVEWAYS ARE INDICATED BELOW. DRIVEWAYS SERVING LARGE VOLUMES OF DAILY TRAFFIC OF OVER FIFTEEN (15%) PERCENT TRUCK TRAFFIC SHALL BE REQUIRED TO UTILIZE HIGH TO MAXIMUM DIMENSIONS. IF PARKING IS TO BE PERMITTED ALONG THE DRIVEWAY, ALL DRIVEWAYS DIMENSIONS SHALL BE FIVE (5) FEET WIDER AT THE CURB LINE OF AN INTERSECTING ROAD AND THIS ADDITIONAL WIDTH SHALL BE MAINTAINED FOR A DISTANCE OF TWENTY (20) FEET INTO THE SITE. (§26-98.1.C) (COMPLIES)
- ONLY ONE-WAY TRAFFIC SHALL BE PERMITTED IN ALL OFF-STREET PARKING SPACES PLACED AT AN ANGLE OTHER THAN NINETY (90) DEGREES. (§29-98.1.B.2) (COMPLIES)
- EXCEPT AS PROVIDED FOR IN SUBSECTION 26-82.5, HEIGHT EXCEPTIONS, ACCESSORY STRUCTURES IN THE MAIN SETBACK ZONES SHALL NOT EXCEED THE HEIGHT LIMIT OF THE ZONING DISTRICT. IN THE B-1, B-2, B-3, PD, G-1, PRIME AND RESIDENTIAL ZONES, NO ACCESSORY STRUCTURE SHALL EXCEED FIFTEEN (15) FEET IN HEIGHT. (§26-82.6) (COMPLIES)
- ACCESSORY STRUCTURES IN ALL ZONING DISTRICTS SHALL BE AT LEAST TEN (10) FEET FROM ANY OTHER STRUCTURE ON THE SAME LOT. (§26-82.6.3) (COMPLIES)
- NO ACCESSORY STRUCTURE(S) SHALL BE LOCATED IN A REQUIRED FRONT YARD OR IN ANY AREA, SUCH AS THE "SOFT" FRONT YARD OF A CORNER LOT, WHERE FRONT YARD SETBACKS APPLY. (§26-82.6.4) (COMPLIES)
- ANY ACCESSORY STRUCTURE ATTACHED TO THE MAIN BUILDING SHALL BE CONSIDERED PART OF THE MAIN BUILDING. (§26-82.6.5) (COMPLIES)
- MINIMUM SETBACKS FROM SIDE AND REAR LOT LINES FOR ACCESSORY STRUCTURES SHALL BE FIVE (5) FEET IN RESIDENTIAL ZONES AND ONE-HALF (1/2) THE SIDE YARD AND/OR REAR YARD SETBACK IN NON-RESIDENTIAL ZONES. (§26-82.6.6) (COMPLIES)
- ACCESSORY BUILDINGS SHALL BE ARCHITECTURALLY SIMILAR TO THE PRINCIPAL BUILDING, TO THE EXTENT POSSIBLE. (§26-82.6.9) (COMPLIES)
- THE APPLICANT REQUESTS ANY AND ALL SUBMISSION WAIVERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSION WAIVERS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED AND CONSTRUCTION SHALL BEGIN UNLESS THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERTINENT AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- THE SOILS 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 CONSTRUCTION MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT & PLANS.
- SITE CLEANING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
- ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. FOR NECESSARY PLAN CHANGES, AN 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.
- SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ALL APPLICABLE PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
- ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND THEIR COL POLICIES ENDORED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C. ITS SUBCONSULTANTS AS ADDITIONAL INSURED PARTIES AND UPON REVIEW 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 DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
- NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C. NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF HIS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY REGULATIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS 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 JOBSITE SAFETY. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
- DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA SAMPLES AND OTHER WORK 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 ON THE CONSTRUCTION DOCUMENTS. COORDINATION OF THE WORK WITH OTHER TRADES OR DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
- IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT, THE CONTRACTOR AND DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL AGREE TO THE FOLLOWING: THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO RESOLVE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
- IF 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 THEREOF AND ANY COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT 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.
- ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
- THE BUILDING SETBACK DIMENSIONS ILLUSTRATED AND LISTED ON THE SITE PLAN DRAWINGS ARE MEASURED FROM THE OUTSIDE SURFACE OF BUILDING WALLS. THESE SETBACK DIMENSIONS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ELEMENTS, SIGNAGE OR OTHER EXTERIOR EXTENSIONS UNLESS SPECIFICALLY NOTED.
- CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINE FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINE FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINE FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINE FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.

GENERAL NOTES

- DRIVEWAY/DRIVE AISLE REQUIREMENTS
- PARKING SPACES PLACED AT AN ANGLE OF SIXTY (60) DEGREES SHALL HAVE A MINIMUM DRIVE AISLE WIDTH OF TWENTY (20) FEET. (§26-98.1.B.2) (COMPLIES)
- LOCATION OF CURB CUTS AT STREET INTERSECTIONS, CURB CUTS SHALL BE SET BACK NOT LESS THAN FIFTY (50) FEET FROM THE INTERSECTION OF THE TWO (2) CURB LINES, OR SUCH LINES EXTENDED, AND SHALL BE SET BACK NOT LESS THAN TEN (10) FEET FROM THE INTERSECTION OF TWO (2) PROPERTY LINES, OR SUCH LINES EXTENDED EXCEPT IN RESIDENTIAL ZONES WHERE THE MINIMUM DISTANCE BETWEEN THE PROPERTY LINE AND EDGE OF DRIVEWAY SHALL BE FIVE (5) FEET, BETWEEN THE CURB RETURNS FOR ANY TWO (2) DRIVEWAYS SERVING THE SAME PROPERTY, THERE SHALL BE AT LEAST TWENTY-FIVE (25) FEET OF CURB, EXCEPT THAT THIS DISTANCE MAY BE REDUCED TO AS LITTLE AS THE (5) FEET WHERE IT IS DEMONSTRATED TO THE BOARD THAT RESTRICTED FRONTAGE MAKES THIS NECESSARY TO PROVIDE ADEQUATE DRIVEWAYS. (E) (NOT MORE THAN TWO (2)) FOR THE PROPERTY ON ANY ONE ROADWAY. (§26-98.1.B.4) (E)
- ANY EXIT DRIVEWAY OR DRIVEWAY LANE SHALL BE SO DESIGNATED IN PROFILE AND GRADING AND LOCATED IN SUCH A MANNER AS TO PROVIDE A MINIMUM SIGHT DISTANCE MEASURED IN EACH DIRECTION OF ONE HUNDRED FIFTY (150) FEET. THE MAXIMUM ALLOWABLE SPEED IN ANY SUCH DRIVEWAY SHALL BE FIFTEEN (15) MILES PER HOUR. THE MEASUREMENTS SHALL BE MADE FROM THE DRIVER'S SEAT OF A VEHICLE STANDING ON THAT PORTION OF THE EXIT DRIVEWAY THAT IS IMMEDIATELY OUTSIDE THE EDGE OF THE ROAD RIGHT-OF-WAY. (§26-98.1.A.2) (COMPLIES)
- THE DIMENSIONS OF DRIVEWAYS SHALL BE DESIGNED TO ADEQUATELY ACCOMMODATE THE VOLUME AND CHARACTER OF VEHICLES ANTICIPATED TO BE ATTRACTED DAILY ONTO THE LAND DEVELOPMENT FOR WHICH THIS SITE PLAN IS PREPARED. THE REQUIRED MINIMUM AND MAXIMUM DIMENSIONS OF DRIVEWAYS ARE INDICATED BELOW. DRIVEWAYS SERVING LARGE VOLUMES OF DAILY TRAFFIC OF OVER FIFTEEN (15%) PERCENT TRUCK TRAFFIC SHALL BE REQUIRED TO UTILIZE HIGH TO MAXIMUM DIMENSIONS. IF PARKING IS TO BE PERMITTED ALONG THE DRIVEWAY, ALL DRIVEWAYS DIMENSIONS SHALL BE FIVE (5) FEET WIDER AT THE CURB LINE OF AN INTERSECTING ROAD AND THIS ADDITIONAL WIDTH SHALL BE MAINTAINED FOR A DISTANCE OF TWENTY (20) FEET INTO THE SITE. (§26-98.1.C) (COMPLIES)
- ONLY ONE-WAY TRAFFIC SHALL BE PERMITTED IN ALL OFF-STREET PARKING SPACES PLACED AT AN ANGLE OTHER THAN NINETY (90) DEGREES. (§29-98.1.B.2) (COMPLIES)
- EXCEPT AS PROVIDED FOR IN SUBSECTION 26-82.5, HEIGHT EXCEPTIONS, ACCESSORY STRUCTURES IN THE MAIN SETBACK ZONES SHALL NOT EXCEED THE HEIGHT LIMIT OF THE ZONING DISTRICT. IN THE B-1, B-2, B-3, PD, G-1, PRIME AND RESIDENTIAL ZONES, NO ACCESSORY STRUCTURE SHALL EXCEED FIFTEEN (15) FEET IN HEIGHT. (§26-82.6) (COMPLIES)
- ACCESSORY STRUCTURES IN ALL ZONING DISTRICTS SHALL BE AT LEAST TEN (10) FEET FROM ANY OTHER STRUCTURE ON THE SAME LOT. (§26-82.6.3) (COMPLIES)
- NO ACCESSORY STRUCTURE(S) SHALL BE LOCATED IN A REQUIRED FRONT YARD OR IN ANY AREA, SUCH AS THE "SOFT" FRONT YARD OF A CORNER LOT, WHERE FRONT YARD SETBACKS APPLY. (§26-82.6.4) (COMPLIES)
- ANY ACCESSORY STRUCTURE ATTACHED TO THE MAIN BUILDING SHALL BE CONSIDERED PART OF THE MAIN BUILDING. (§26-82.6.5) (COMPLIES)
- MINIMUM SETBACKS FROM SIDE AND REAR LOT LINES FOR ACCESSORY STRUCTURES SHALL BE FIVE (5) FEET IN RESIDENTIAL ZONES AND ONE-HALF (1/2) THE SIDE YARD AND/OR REAR YARD SETBACK IN NON-RESIDENTIAL ZONES. (§26-82.6.6) (COMPLIES)
- ACCESSORY BUILDINGS SHALL BE ARCHITECTURALLY SIMILAR TO THE PRINCIPAL BUILDING, TO THE EXTENT POSSIBLE. (§26-82.6.9) (COMPLIES)
- THE APPLICANT REQUESTS ANY AND ALL SUBMISSION WAIVERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSION WAIVERS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED AND CONSTRUCTION SHALL BEGIN UNLESS THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERTINENT AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- THE SOILS 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 CONSTRUCTION MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT & PLANS.
- SITE CLEANING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
- ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. FOR NECESSARY PLAN CHANGES, AN 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.
- SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ALL APPLICABLE PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
- ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND THEIR COL POLICIES ENDORED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C. ITS SUBCONSULTANTS AS ADDITIONAL INSURED PARTIES AND UPON REVIEW 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 DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
- NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C. NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF HIS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY REGULATIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS 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 JOBSITE SAFETY. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
- DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA SAMPLES AND OTHER WORK 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 ON THE CONSTRUCTION DOCUMENTS. COORDINATION OF THE WORK WITH OTHER TRADES OR DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
- IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT, THE CONTRACTOR AND DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL AGREE TO THE FOLLOWING: THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO RESOLVE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
- IF 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 THEREOF AND ANY COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT 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.
- ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
- THE BUILDING SETBACK DIMENSIONS ILLUSTRATED AND LISTED ON THE SITE PLAN DRAWINGS ARE MEASURED FROM THE OUTSIDE SURFACE OF BUILDING WALLS. THESE SETBACK DIMENSIONS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ELEMENTS, SIGNAGE OR OTHER EXTERIOR EXTENSIONS UNLESS SPECIFICALLY NOTED.
- CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINE FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINE FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINE FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PHASE SOIL PERMEABILITY AND DRAINAGE REQUIREMENTS AND SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.

GENERAL NOTES

- DRIVEWAY/DRIVE AISLE REQUIREMENTS
- PARKING SPACES PLACED AT AN ANGLE OF SIXTY (60) DEGREES SHALL HAVE A MINIMUM DRIVE AISLE WIDTH OF TWENTY (20) FEET. (§26-98.1.B.2) (COMPLIES)
- LOCATION OF CURB CUTS AT STREET INTERSECTIONS, CURB CUTS SHALL BE SET BACK NOT LESS THAN FIFTY (50) FEET FROM THE INTERSECTION OF THE TWO (2) CURB LINES, OR SUCH LINES EXTENDED, AND SHALL BE SET BACK NOT LESS THAN TEN (10) FEET FROM THE INTERSECTION OF TWO (2) PROPERTY LINES, OR SUCH LINES EXTENDED EXCEPT IN RESIDENTIAL ZONES WHERE THE MINIMUM DISTANCE BETWEEN THE PROPERTY LINE AND EDGE OF DRIVEWAY SHALL BE FIVE (5) FEET, BETWEEN THE CURB RETURNS FOR ANY TWO (2) DRIVEWAYS SERVING THE SAME PROPERTY, THERE SHALL BE AT LEAST TWENTY-FIVE (25) FEET OF CURB, EXCEPT THAT THIS DISTANCE MAY BE REDUCED TO AS LITTLE AS THE (5) FEET WHERE IT IS DEMONSTRATED TO THE BOARD THAT RESTRICTED FRONTAGE MAKES THIS NECESSARY TO PROVIDE ADEQUATE DRIVEWAYS. (E) (NOT MORE THAN TWO (2)) FOR THE PROPERTY ON ANY ONE ROADWAY. (§26-98.1.B.4) (E)
- ANY EXIT DRIVEWAY OR DRIVEWAY LANE SHALL BE SO DESIGNATED IN PROFILE AND GRADING AND LOCATED IN SUCH A MANNER AS TO PROVIDE A MINIMUM SIGHT DISTANCE MEASURED IN EACH DIRECTION OF ONE HUNDRED FIFTY (150) FEET. THE MAXIMUM ALLOWABLE SPEED IN ANY SUCH DRIVEWAY SHALL BE FIFTEEN (15) MILES PER HOUR. THE MEASUREMENTS SHALL BE MADE FROM THE DRIVER'S SEAT OF A VEHICLE STANDING ON THAT PORTION OF THE EXIT DRIVEWAY THAT IS IMMEDIATELY OUTSIDE THE EDGE OF THE ROAD RIGHT-OF-WAY. (§26-98.1.A.2) (COMPLIES)
- THE DIMENSIONS OF DRIVEWAYS SHALL BE DESIGNED TO ADEQUATELY ACCOMMODATE THE VOLUME AND CHARACTER OF VEHICLES ANTICIPATED TO BE ATTRACTED DAILY ONTO THE LAND DEVELOPMENT FOR WHICH THIS SITE PLAN IS PREPARED. THE REQUIRED MINIMUM AND MAXIMUM DIMENSIONS OF DRIVEWAYS ARE INDICATED BELOW. DRIVEWAYS SERVING LARGE VOLUMES OF DAILY TRAFFIC OF OVER FIFTEEN (15%) PERCENT TRUCK TRAFFIC SHALL BE REQUIRED TO UTILIZE HIGH TO MAXIMUM DIMENSIONS. IF PARKING IS TO BE PERMITTED ALONG THE DRIVEWAY, ALL DRIVEWAYS DIMENSIONS SHALL BE FIVE (5) FEET WIDER AT THE CURB LINE OF AN INTERSECTING ROAD AND THIS ADDITIONAL WIDTH SHALL BE MAINTAINED FOR A DISTANCE OF TWENTY (20) FEET INTO THE SITE. (§26-98.1.C) (COMPLIES)
- ONLY ONE-WAY TRAFFIC SHALL BE PERMITTED IN ALL OFF-STREET PARKING SPACES PLACED AT AN ANGLE OTHER THAN NINETY (90) DEGREES. (§29-98.1.B.2) (COMPLIES)
- EXCEPT AS PROVIDED FOR IN SUBSECTION 26-82.5, HEIGHT EXCEPTIONS, ACCESSORY STRUCTURES IN THE MAIN SETBACK ZONES SHALL NOT EXCEED THE HEIGHT LIMIT OF THE ZONING DISTRICT. IN THE B-1, B-2, B-3, PD, G-1, PRIME AND RESIDENTIAL ZONES, NO ACCESSORY STRUCTURE SHALL EXCEED FIFTEEN (15) FEET IN HEIGHT. (§26-82.6) (COMPLIES)
- ACCESSORY STRUCTURES IN ALL ZONING DISTRICTS SHALL BE AT LEAST TEN (10) FEET FROM ANY OTHER STRUCTURE ON THE SAME LOT. (§26-82.6.3) (COMPLIES)
- NO ACCESSORY STRUCTURE(S) SHALL BE LOCATED IN A REQUIRED FRONT YARD OR IN ANY AREA, SUCH AS THE "SOFT" FRONT YARD OF A CORNER LOT, WHERE FRONT YARD SETBACKS APPLY. (§26-82.6.4) (COMPLIES)
- ANY ACCESSORY STRUCTURE ATTACHED TO THE MAIN BUILDING SHALL BE CONSIDERED PART OF THE MAIN BUILDING. (§26-82.6.5) (COMPLIES)
- MINIMUM SETBACKS FROM SIDE AND REAR LOT LINES FOR ACCESSORY STRUCTURES SHALL BE FIVE (5) FEET IN RESIDENTIAL ZONES AND ONE-HALF (1/2) THE SIDE YARD AND/OR REAR YARD SETBACK IN NON-RESIDENTIAL ZONES. (§26-82.6.6) (COMPLIES)
- ACCESSORY BUILDINGS SHALL BE ARCHITECTURALLY SIMILAR TO THE PRINCIPAL BUILDING, TO THE EXTENT POSSIBLE. (§26-82.6.9) (COMPLIES)
- THE APPLICANT REQUESTS ANY AND ALL SUBMISSION WAIVERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSION WAIVERS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED AND CONSTRUCTION SHALL BEGIN UNLESS THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERTINENT AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- THE SOILS 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 CONSTRUCTION MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT & PLANS.
- SITE CLEANING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
- ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. FOR NECESSARY PLAN CHANGES, AN 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.
- SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ALL APPLICABLE PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
- ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND THEIR COL POLICIES ENDORED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C. ITS SUBCONSULTANTS AS ADDITIONAL INSURED PARTIES AND UPON REVIEW 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 DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
- NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C. NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF HIS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY REGULATIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS 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 JOBSITE SAFETY. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
- DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA SAMPLES AND OTHER WORK 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 ON THE CONSTRUCTION DOCUMENTS. COORDINATION OF THE WORK WITH OTHER