

**ORDINANCE # 10-2024**

**ORDINANCE OF THE TOWNSHIP OF LIVINGSTON IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH BRIGHTVIEW SENIOR LIVING DEVELOPMENT, LLC, PROVIDING FOR THE ACQUISITION OF A PORTION OF THE PROPERTY IDENTIFIED IN THE TOWNSHIP TAX RECORDS AS BLOCK 3100, LOT 55**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended from time to time (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, on April 4, 2022, by Resolution No. 22-136, and in accordance with the provisions of the Redevelopment Law, the Township Council (the “**Township Council**”) of the Township of Livingston (the “**Township**”) authorized and directed the Planning Board of the Township of Livingston (the “**Planning Board**”) to conduct an investigation of certain property identified on the tax maps of the Township as Block 3100, Lot 56, commonly known as 321 S. Livingston Avenue (the “**Property**”), and to determine whether all or a portion of the Property meets the criteria set forth in the Redevelopment Law, *N.J.S.A. 40A:12A-5*, to be designated as a non-condemnation redevelopment area in accordance with the Redevelopment Law, *N.J.S.A. 40A:12A-6*; and

**WHEREAS**, Brightview Senior Living Development, LLC (the “**Redeveloper**”) is the contract purchaser of the Property; and

**WHEREAS**, the Redeveloper proposes to expand housing opportunities to service seniors by constructing a four-story assisted living community, approximately 160,000 gross square feet with approximately 150 units for seniors who wish to remain within the community, together with certain related on-site and off-site improvements (the “**Project**”); and

**WHEREAS**, the Township is the owner of property identified on the Tax Maps of the Township as Block 3100, Lot 55, more commonly known as 357 S. Livingston Avenue (the “**Township Property**”); and

**WHEREAS**, in order to effectuate the Project, the Township desires to enter into an agreement with the Redeveloper providing for the sale of a portion of the Township Property (as depicted in the attached **Exhibit A**, the “**Township Redevelopment Parcel**”) to the Redeveloper, pursuant to the terms of a purchase and sale agreement, substantially in the form attached hereto as **Exhibit B** (the “**Purchase and Sale Agreement**”).

**NOW THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Livingston, County of Essex, and the State of New Jersey, as follows:

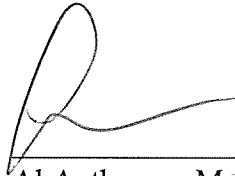
**Section 1.** The aforementioned recitals are hereby incorporated by reference as if fully set forth herein.

**Section 2.** The Township Council approves the Purchase and Sale Agreement in substantially the form attached hereto as **Exhibit B**, together with any changes, insertions and omissions, after the Mayor's consultation with counsel to the Township, deem in their collective discretion to be necessary or desirable for the execution thereof.

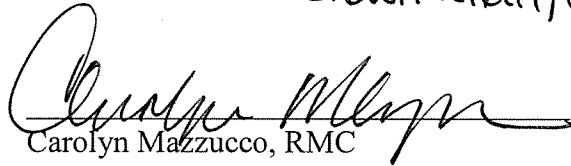
**Section 3.** The Mayor and other necessary and desirable Township officials/employees and Township consultants are authorized to execute, deliver and administer the Purchase and Sale Agreement, and take any other necessary actions or refrain from taking actions, execute and deliver documents and/or agreements that are reasonable and necessary to effectuate the Purchase and Sale Agreement, this Ordinance and to close on the purchase of the Township Redevelopment Parcel.

**Section 4.** If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

**Section 5.** This Ordinance shall take effect upon final passage and publication according to law.



~~Al Anthony, Mayor~~ Shawn Klein, Council member



Carolyn Mazzucco, RMC  
Township Clerk

Introduced: March 11, 2024

Adopted: March 25, 2024

**EXHIBIT A**

**TOWNSHIP REDEVELOPMENT PARCEL**

**EXHIBIT B**

**FORM OF PURCHASE AND SALE AGREEMENT**



**GENERAL NOTES**

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:

- BOUNDARY & TOPOGRAPHIC SURVEY  
SUBURBAN CONSULTING ENGINEERS, INC.  
96 US HIGHWAY 206, SUITE 101  
FLACKERS, NJ 07039  
SURVEYOR PROJECT NO: SCE-8784.012  
DATED 10/18/2022, LAST REVISED 02/08/2023
- APPLICANT:  
BRIGHTVIEW SENIOR LIVING DEVELOPMENT, LLC  
218 NORTH CHARLES STREET, SUITE 220  
BALTIMORE, MD 21201
- OWNER:  
LOT 56  
WEST ESSEX YMCA  
321 SOUTH LIVINGSTON AVENUE  
LIVINGSTON, NJ 07039
- PARCEL DATA:  
BLOCK 3100, LOT 55 & 56  
TOWNSHIP OF LIVINGSTON  
ESSEX COUNTY, NJ
- ZONE:  
R-4 (RESIDENTIAL)  
321 SOUTH LIVINGSTON AVENUE DISTRICT REDEVELOPMENT PLAN
- EXISTING USE: RECREATION CENTER (NON-PERMITTED USE) (§ 80P 3.4 A)
- PROPOSED USE: ASSISTED LIVING FACILITY (PERMITTED USE) (§ 80P 3.4 A)
- SCHEDULE OF ZONING REQUIREMENTS (§ 80P 3.5 TABLE 2)


ZONE REQUIREMENT	REDEVELOPMENT PLAN	EXISTING	PROPOSED (W/ DEDICATION)
MIN. LOT AREA	130,680 SF (3.0 AC)	151,683 SF (3.48 AC)	159,053 SF (3.651 AC)
MIN. LOT FRONTAGE	250 FT	273 FT	296 FT
MIN. FRONT YARD SETBACK (BUILDING)	50 FT [1]	209.3 FT	50 FT
MIN. REAR YARD SETBACK (BUILDING)	100 FT	162.2 FT	124.6 FT
MIN. SIDE YARD SETBACK (ONE SIDE)	50 FT	75 FT	33.6 FT (V)
MIN. COMBINED SIDE YARD SETBACK (BUILDING)	75 FT	171.9 FT	83.6 FT
MIN. FRONT YARD SETBACK (PARKING)	5 FT	160 FT	5 FT
MIN. SIDE YARD SETBACK TO PARKING AND CIRCULATION	5 FT [2]	2.5 FT (E)	5 FT
MIN. REAR YARD SETBACK (PARKING)	75 FT	73 FT (E)	83 FT
MAX. BUILDING COVERAGE	50%	9.7%	29.0% (46,100 SF)
MAX. IMPERVIOUS COVERAGE	75%	52.0%	66.9% (106,354 SF)
MAX. BUILDING HEIGHT	50 FT [3]	< 50 FT	< 50 FT
MAX. NUMBER OF PRINCIPAL STRUCTURES	1	1	1
MIN. FRONT YARD SETBACK (ACCESSORY BUILDING)	NOT PERMITTED	N/A	N/A
MIN. SIDE YARD SETBACK (ACCESSORY BUILDING)	10 FT	76.5 FT	N/A
MIN. REAR YARD SETBACK (ACCESSORY BUILDING)	15 FT	144 FT	N/A
MAX. NUMBER OF ACCESSORY STRUCTURES	[4]	3	N/A
MAXIMUM BUILDING HEIGHT (ACCESSORY BUILDING)	12 FT	< 12 FT	N/A

N/S: NOT STANDARD N/A: NOT APPLICABLE (V): VARIANCE (E): EXISTING NON-CONFORMANCE

- NOTES:
- [1] MINIMUM FRONT YARD SETBACK TO BUILDING SHALL BE FIFTY (50) FEET IF PARKING IS LOCATED IN THE FRONT YARD AND THIRTY-FIVE (35) FEET IF PARKING IS NOT LOCATED IN THE FRONT YARD.
  - [2] THIS STANDARD SHALL NOT APPLY WHERE THERE IS AN EASEMENT, LICENSE, OR LEASE AGREEMENT THAT WILL ALLOW CROSS-ACCESS, SHARED PARKING, OR OFF-SITE PARKING WITHIN THE SETBACK.
  - [3] WITHIN ONE-HUNDRED AND FIFTY (150) FEET OF S. LIVINGSTON AVE, THE MAXIMUM BUILDING HEIGHT SHALL BE FIFTY (50) FEET. BEYOND ONE-HUNDRED AND FIFTY (150) FEET, THE MAXIMUM BUILDING HEIGHT SHALL BE SIXTY (60) FEET.
  - [4] THE MAXIMUM NUMBER OF ACCESSORY STRUCTURES SHALL BE TWO (2) PLUS THREE (3) OPEN AIR STRUCTURES.

- 9. GENERAL REQUIREMENTS
  - A. THE PERMITTED CONFIGURATION SHALL BE A FACILITY CONTAINING A TOTAL OF NOT MORE THAN ONE HUNDRED AND FIFTY (150) TOTAL UNITS. THE TOTAL BED COUNT SHALL NOT EXCEED ONE HUNDRED AND SEVENTY-FIVE (175), OF WHICH NOT MORE THAN THIRTY (30) BEDS SHALL BE ATTRIBUTABLE TO MEMORY CARE. (§ 80P 3.4 B.) (COMPLIES)
- 10. PARKING REQUIREMENTS
  - A. PARKING FOR NINETY-FIVE (95) STALLS SHALL BE PROVIDED VIA A COMBINATION OF ON-SITE AND OFF-SITE STALLS. NOT MORE THAN FORTY PERCENT (40%) OF THE REQUIRED PARKING SPACES MAY BE PROVIDED OFF-SITE. ACCESSIBLE PARKING SHALL BE PROVIDED PURSUANT TO ADA GUIDELINES. ACCESSIBLE PARKING SHALL BE LOCATED ON AN UNRESTRICTED ROUTE AT POINTS CLOSEST TO ENTRY DOORS. (§ 80P 3.6 A.3.) (COMPLIES-100 SPACES PROVIDED)
  - B. HANDICAPPED SPACES SHALL BE AT LEAST TWELVE (12) FEET WIDE WITH PAINTED LINES AND THE HANDICAPPED SYMBOL, PAINTED ON THE PAVEMENT OF SMOOTH SPACES. (§ 170-94 B.(6)) (WALKER)
- 11. DRIVEWAY REQUIREMENTS
  - A. ALL PARKING AREAS AND STRUCTURES SHALL BE PROVIDED WITH ADEQUATE MEANS OF INGRESS AND EGRESS WHICH SHALL BE KEPT OPEN AND UNRESTRICTED AT ALL TIMES AND WHICH SHALL BE DESIGNED TO PROVIDE SERVICE DRIVEWAYS OR ASLES OF A MINIMUM OF TWENTY-FOUR (24) FEET FOR NINETY DEGREE (90°) PARKING, A MINIMUM OF EIGHTEEN (18) FEET FOR SIXTY DEGREE (60°) PARKING, A MINIMUM OF THIRTEEN (13) FEET FOR FORTY-DEGREE (45°) PARKING, AND A MINIMUM OF ELEVEN (11) FEET FOR THIRTY DEGREE (30°) PARKING. (§ 170-94 B.(10)) (COMPLIES)
- 12. LOADING REQUIREMENTS
  - A. LOADING AREAS SHALL BE LOCATED TO THE SIDE AND REAR OF BUILDINGS WHEN POSSIBLE. (§ 80P 3.7.) (COMPLIES)
- 13. DRIVEWAY REQUIREMENTS
  - A. A MAXIMUM OF TWO (2) CURB CUTS ARE PERMITTED ALONG SOUTH LIVINGSTON AVENUE. (§ 80P 3.7.) (COMPLIES)
  - B. ANY DRIVEWAY ENTRANCE OR EXIT FROM A PARKING AREA AS PERMITTED IN THIS SECTION SHALL BE A MINIMUM WIDTH OF TWELVE (12) FEET FOR ONE (1) WAY TRAFFIC AND IN MULTIPLES OF TEN (10) FEET FOR TRAFFIC MOVING IN OPPOSITE DIRECTIONS. (§ 170-94 B.(11)) (COMPLIES)
- 14. FENCE REQUIREMENTS
  - A. A SOLID SIX (6) FOOT FENCE SHALL BE PROVIDED ALONG ALL PARCEL BOUNDARIES COMMON WITH A RESIDENTIAL USE. THE FENCE SHALL BE LOCATED FIVE (5) FEET FROM THE OUTSIDE EDGE OF THE PARKING LINE ABUTTING A RESIDENTIAL USE OR A MINIMUM OF FIVE (5) FEET FROM THE PROPERTY LINE IF NO PARKING IS SITUATED IN SUCH LOCATIONS. (§ 80P 3.6 C.1.)
- 15. SIDEWALKS & CURBING REQUIREMENTS
  - A. A SOLID SIX (6) FOOT FENCE SHALL BE PROVIDED IN ORDER TO ALLOW PEDESTRIAN ACCESS TO THE BUILDINGS FROM THE ON-SITE PARKING FACILITIES TO THE BUILDING'S MAIN ENTRANCES. WALKWAYS SHALL BE SEPARATED FROM MOTOR VEHICLE CIRCULATION TO THE GREATEST EXTENT POSSIBLE. (§ 80P 3.7.) (COMPLIES)
- 16. TRASH AND REUSE REQUIREMENTS
  - A. ALL BUILDINGS SHALL BE LOCATED TO ALLOW FOR ADEQUATE FIRE AND EMERGENCY ACCESS. ANY REUSE COLLECTION FACILITIES LOCATED OUTSIDE OF THE STRUCTURES SHALL BE ENCLOSED, SHELTERED, SCREENED, AND IN KEEPING WITH THE ESTABLISHED DESIGN OF THE COMMUNITY. (§ 80P 3.7.) (COMPLIES)
- 17. THE APPLICANT REQUESTS ANY AND ALL SUBMISSION WARNERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSION WARNERS.
- 18. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE 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.
- 19. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- 20. 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.
- 21. SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- 22. THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
- 23. 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. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- 24. SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- 25. ALL EXCAVATED UNSATURATED MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- 26. CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION



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Philadelphia, Pennsylvania 1-215-253-0276 | Philadelphia, Pennsylvania 1-215-253-0276 | Baltimore, Pennsylvania 1-410-596-4400

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TITLE: **CONCEPTUAL PARKING ADJUSTMENT - B**

PROJECT: **BRIGHTVIEW SENIOR LIVING DEVELOPMENT, LLC**  
**PROPOSED ASSISTED LIVING FACILITY**

321 S. LIVINGSTON AVENUE  
TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NJ

JOB No: 1042-99-009  
DATE: 09/17/2023

DESIGNED BY: **JACQUELYN GIORDANO**  
CHECKED BY: **MARK A. WHITAKER**

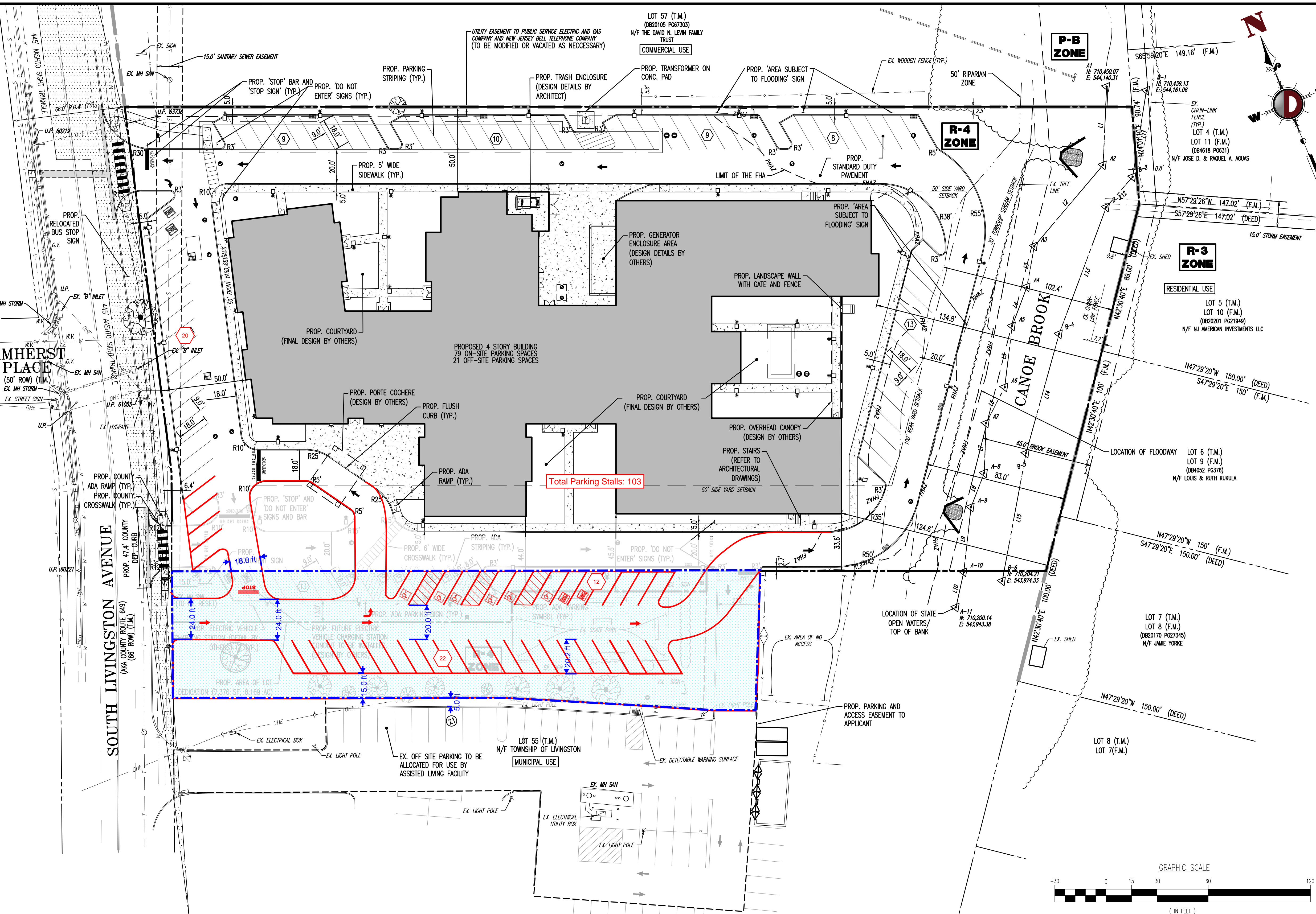
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(V)

SHEET No: **1 OF 1**

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SIGN	REQUIREMENTS	ONE (1)	PROPOSED	ONE (1)
MONUMENT	NUMBER OF SIGNS: MAXIMUM SIGN AREA: MAXIMUM SIGN LENGTH: SIGN HEIGHT: MAXIMUM SIGN PLACARD AREA: MINIMUM SIGN SETBACK:	ONE (1) 71.5 SF 11 FT 78 IN 4 FT x 6 FT 15 FT [2]	NUMBER OF SIGNS: SIGN AREA: SIGN LENGTH: SIGN HEIGHT: SIGN PLACARD AREA: SIGN SETBACK:	ONE (1) 71.5 SF 11 FT < 78 IN 4 FT x 6 FT 10 FT (V)

N/S: NOT STANDARD N/A: NOT APPLICABLE (E): EXISTING NON-CONFORMANCE (V): VARIANCE

NOTES:

- [1] WHERE A SIGN EXTENDS MORE THAN THREE INCHES FROM THE FACE OF THE WALL, THE BOTTOM OF SAID SIGN SHALL BE AT LEAST 8 FT FROM THE GROUND LEVEL BELOW THE SAME. NO PERMITTED SIGN SHALL EXTEND OR PROJECT ABOVE THE HIGHEST ELEVATION OF THE WALL TO WHICH IT IS ATTACHED.
- [2] THE SIGN SHALL NOT INTERFERE WITH SIGHT TRIANGLES.
- [3] WAYFINDING SIGNS ARE PERMITTED SUBJECT TO THE REVIEW OF THE PLANNING BOARD AT THE TIME SITE PLAN APPROVAL IS SOUGHT.

NOTE: EXISTING CONSTRAINTS ASSOCIATED WITH THE CANOE BROOK HAVE BEEN VERIFIED VIA A FLOOD HAZARD AREA VERIFICATION APPLICATION WITH THE NDEP FILE NO. 0710-22-0009.1 LUP220001.

EXISTING CONSTRAINTS ASSOCIATED WITH THE STATE OPEN WATERS HAVE BEEN VERIFIED WITH A LETTER OF INTERPRETATION VERIFICATION APPLICATION WITH THE NDEP FILE NO. 0710-22-0009.1 FW220001.

**GENERAL NOTES (CONT'D)**

- 24. ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C., ITS SUBCONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. CONTRACTORS MUST FURNISH DYNAMIC ENGINEERING CONSULTANTS, P.C. WITH CERTIFICATES 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 DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS 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.
- 25. 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 ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERVISING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C. 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 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.
- 26. 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 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. DYNAMIC ENGINEERING'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT DYNAMIC ENGINEERING CONSULTANTS, P.C. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. 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. IN WRITING BY THE CONTRACTOR. 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.
- 27. IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR FOLLOWING THE COMPLETION OF THE PROJECT, DYNAMIC ENGINEERING CONSULTANTS, P.C. AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES THAT ARISE OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- 28. 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, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
- 29. 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 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.
- 30. 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.
- 31. 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 OTHERWISE.
- 32. CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND GROUNDWATER TEST RESULTS IN THE STORMWATER MANAGEMENT REPORT AND THAT THE CONTRACTORS RESPONSIBILITIES INCLUDE NECESSARY PROVISIONS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- 33. CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINAL 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 HANDICAP ACCESSIBLE PARKING SPACES AND THE ASSOCIATED RAMPS AND ACCESSIBLE ROUTE MUST COMPLY WITH NAD 502-7 AND THE HANDICAP PARKING SPACES MUST BE LOCATED AS THE NEAREST SPACES TO THE ENTRANCE. CONTRACTOR TO NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO CONSTRUCTION.