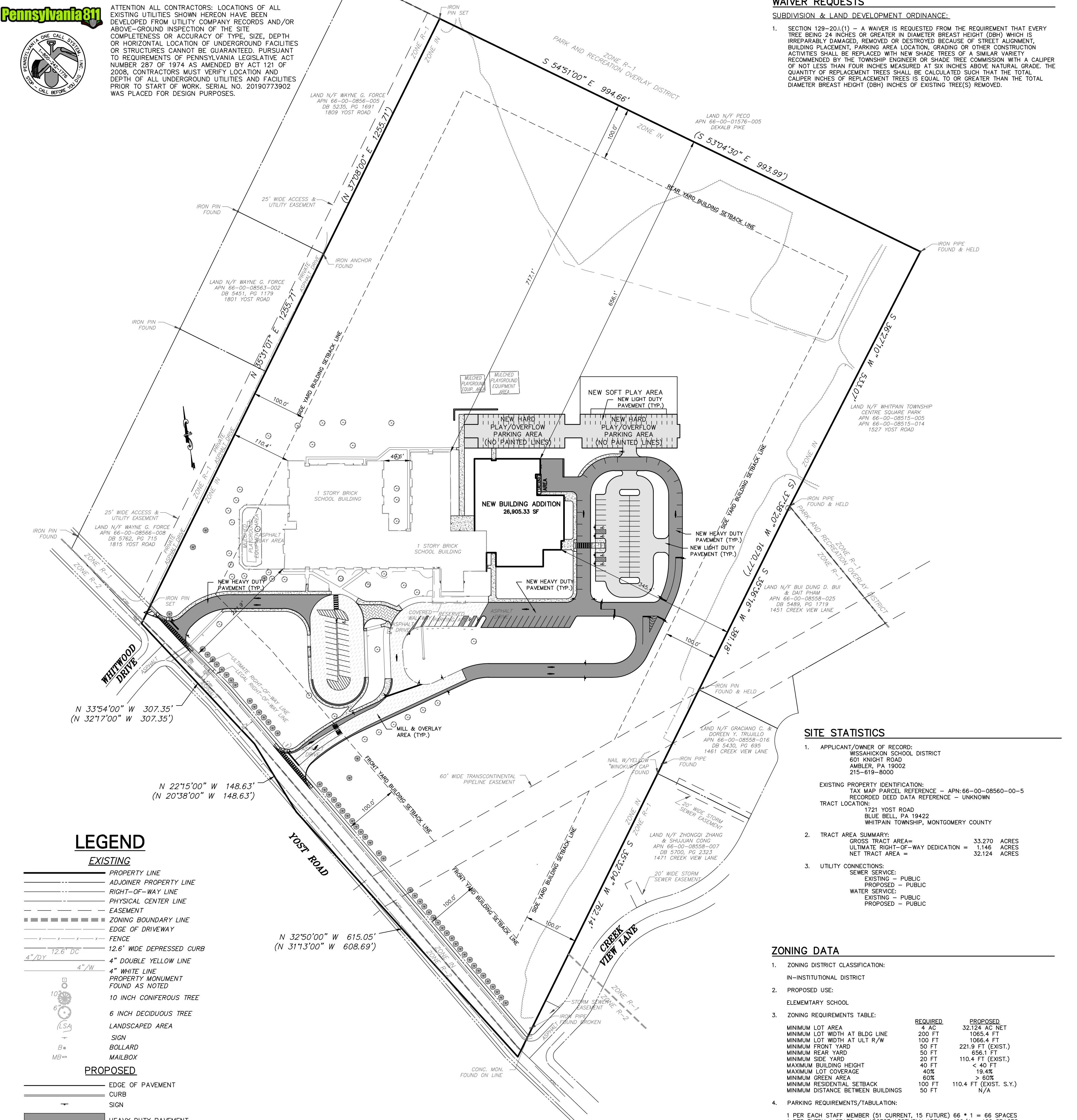




ATTENTION ALL CONTRACTORS: LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR AERIAL SURVEY INSPECTION. THE ACCURACY, COMPLETENESS, OR ACCURACY OF TYPE, SIZE, DEPTH OR HORIZONTAL LOCATION OF UNDERGROUND FACILITIES OR STRUCTURES CANNOT BE GUARANTEED. PURSUANT TO THE REQUIREMENTS OF PENNSYLVANIA LEGISLATIVE ACT NUMBER 287 OF 1974, AS AMENDED, ON DECEMBER 12, 2008, CONTRACTORS MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO START OF WORK. SERIAL NO. 20190773902 WAS PLACED FOR DESIGN PURPOSES.



WAIVER REQUESTS

SUBDIVISION & LAND DEVELOPMENT ORDINANCE:

1. SECTION 129-20.1(A) - A WAIVER IS REQUESTED FROM THE REQUIREMENT THAT EVERY TREE BEING 24 INCHES OR GREATER IN DIAMETER BREAST HEIGHT (DBH) WHICH IS IRREPARABLY DAMAGED, REMOVED OR DESTROYED BECAUSE OF STREET ALIGNMENT, BUILDING CONSTRUCTION, OR OTHER CONSTRUCTION ACTIVITIES SHALL BE REPLACED WITH NEW SHADE TREES OF A SIMILAR VARIETY RECOMMENDED BY THE TOWNSHIP ENGINEER OR SHADE TREE COMMISSION WITH A CALIPER OF NOT LESS THAN FOUR INCHES MEASURED AT BREAST HEIGHT. THE QUANTITY OF REPLACEMENT TREES SHALL BE CALCULATED SUCH THAT THE TOTAL CALIPER INCHES OF REPLACEMENT TREES IS EQUAL TO OR GREATER THAN THE TOTAL DIAMETER BREAST HEIGHT (DBH) INCHES OF EXISTING TREES REMOVED.

2. ATTENTION ALL CONTRACTORS: LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR AERIAL SURVEY INSPECTION. THE ACCURACY, COMPLETENESS, OR ACCURACY OF TYPE, SIZE, DEPTH OR HORIZONTAL LOCATION OF UNDERGROUND FACILITIES OR STRUCTURES CANNOT BE GUARANTEED. PURSUANT TO THE REQUIREMENTS OF PENNSYLVANIA LEGISLATIVE ACT NUMBER 287 OF 1974, AS AMENDED BY ACT 146 OF 2008, CONTRACTORS MUST VERIFY LOCATION AND DEPTH OF ALL UTILITIES AND FACILITIES PRIOR TO START OF WORK. PA LAW REQUIRES THREE WORKING DAYS NOTICE FOR CONSTRUCTION PHASE. CALL THE PA ONE CALL SYSTEM AT 1-800-242-1776. SERIAL NO. 20190773902 WAS PLACED FOR SURVEY AND DESIGN PURPOSES ONLY.

3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO 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.

4. ALL MATERIALS, PLANS, SPECIFICATIONS, AND REPORTS REFERENCED ARE TO BE CONSIDERED PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE TO REVIEW ALL DOCUMENTS AND SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING IF ANY CONFLICTS OR DISCREPANCIES ARE DISCOVERED.

5. ALL APPLICABLE PROPOSED STRUCTURES AND FACILITIES SHALL COMPLY WITH "THE AMERICAN DISABILITIES ACT", "ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES", AND "THE PENNSYLVANIA UNIVERSAL ACCESSIBILITY ACT".

6. THIS PLAN SHALL NOT BE USED FOR BUILDING STAKEOUT PURPOSES. PROPOSED BUILDING LOCATION AS DEPICTED IS WITHIN ACCEPTABLE TOLERANCES FOR SITE WORK ONLY. PLEASE REFER TO ARCHITECTURAL/STRUCTURAL PLANS FOR EXACT BUILDING PLACEMENT.

7. THE BUILDING FOOTPRINTS DEPICTED HEREON HAVE BEEN TRANSPONDED FROM ARCHITECTURAL PLANS. FINAL BUILDING DIMENSIONS MAY VARY FROM THE ESTIMATED CONFORM TO THE APPLICABLE ZONING SETBACKS, SURFACE COVERAGES, ETC. THE BUILDING FOOTPRINTS WHICH SUBSTANTIALLY VARY FROM THE FOOTPRINTS HEREON SHALL BE SUBMITTED TO THE MUNICIPAL ENGINEER FOR REVIEW AND APPROVAL PRIOR TO REQUESTING A BUILDING PERMIT.

8. THE AREA WITHIN THE PROPOSED RIGHTS-OF-WAY OF YOST ROAD IS HEREBY OFFERED FOR DEDICATION TO THE GOVERNING BODY HAVING JURISDICTION AT THE TIME OF PLACEMENT. OFFER OF DEDICATION TO THE ULTIMATE RIGHT-OF-WAY LINE SHALL RUN ON PERPETUITY IN FAVOR OF THE APPLICABLE GOVERNING AGENCY HAVING JURISDICTION AT THE TIME OF DEDICATION.

9. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH PENNDOT "PUBLICATION 408", LATEST EDITION, AND MUNICIPAL STANDARDS AND SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE.

10. STRUCTURAL DESIGN CALCULATIONS AND CONSTRUCTION DETAILS OF PROPOSED RETAINING WALL(S) SHALL BE SUBMITTED TO AND APPROVED BY THE MUNICIPALITY PRIOR TO CONSTRUCTION.

11. CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS AND COMPLETE ALL WORK INDICATED OR IMPLIED IN THE CONTRACT DOCUMENTS AND OTHER DOCUMENTS THAT ARE NOT SPECIFICALLY NOTED AS FUTURE OR NOT IN CONTRACT (NIC), "BY OTHERS", OR "BY OTHER CONTRACTORS".

12. THE OWNERS, HEIRS, AND/OR ASSIGNS OF THE PROJECT SITE SHALL MAINTAIN OWNERSHIP OF AND BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM SEWER SYSTEM AND DETENTION FACILITY. IN THE EVENT SAID OWNERS, HEIRS, AND/OR ASSIGNS FAIL TO PROPERLY MAINTAIN SAID FACILITIES, THE CONTRACTOR SHALL HAVE THE RIGHT TO MAINTAIN AND MAINTAIN AT THE EXPENSE OF THE OWNER AFTER PROPER NOTIFICATION OF THE OWNER.

13. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR ANY AND 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 INSPECTIONS, AND SUBMISSION OF REPORTS. THE APPROPRIATE PARTIES CONTRACTOR IS RESPONSIBLE TO COORDINATE CERTIFICATIONS, SIGN-OFFS, ETC. NECESSARY FOR JOB CLOSEOUT AND ISSUANCE OF CERTIFICATE OF OCCUPANCY.

14. 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. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN GEOTECHNICAL REPORT AND PLANS, ETC.

15. THE PROPERTY SURVEY AS CERTIFIED SHALL BE CONSIDERED A PART OF THESE PLANS.

16. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO OUR OFFICE AT THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND NOTIFY THE ENGINEER IN WRITING OF ANY DIFFERENCES NOT SHOWN ON THE PLANS OR IF THE PROPOSED WORK WOULD BE INHIBITED BY ANY OTHER EXISTING SITE FEATURES.

17. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FLOOR BY FLOOR BY ELEVATION. 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 THE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

18. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXISTING AND PROPOSED CONSTRUCTION, PRECISELY LOCATING EACH BUILDING, UTILITY LOCATIONS AND SITE LIGHTING, ELECTRICAL, CONDUIT DESIGN AND LAYOUT.

19. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE AND FEDERAL LAWS AND APPLICABLE CODES. CONTRACTOR SHALL PROPERLY REMOVE AND DISPOSE OF HAZARDOUS/UNUSUAL MATERIALS OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES AND LAWS.

20. THE 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.

21. THE CONTRACTOR SHALL EXERCISE CARE WHEN PERFORMING WORK ACTIVITIES ADJACENT TO EXISTING CONSTRUCTION OR FACILITIES. THE CONTRACTOR REMAINS RESPONSIBLE FOR PROVIDING THE APPROPRIATE SAFETY STANDARDS FOR THE REMAINDER OF THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT TO REMAIN, AND PROVIDE A SAFE WORK AREA.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECTION CABLE, CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION.

23. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO EXISTING ITEMS DURING CONSTRUCTION, AS BUT NOT LIMITED TO DRAINAGE UTILITIES, PAVING, STRIPPING, CURB, SIDEWALK, ETC. REPAIR SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE TO PROVIDE DOCUMENTATION OF THE CONDITION OF EXISTING ITEMS TO THE OWNER'S DESIGNATED REPRESENTATIVE PRIOR TO CONSTRUCTION START.

24. CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS INDICATED IN SPECIFICATIONS AND REFERENCE DOCUMENTS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

25. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS/MEANS FOR COMPLETION OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFICATION OF OWNER AND ENGINEER OF RECORD IN WRITING WHEN A CONFLICT IS IDENTIFIED.

26. PERMANENT REMOVAL OF TOPSOIL FROM ANY PARCEL OF LAND SHALL BE PROHIBITED EXCEPT AS FOLLOWS:

- DURING ACTUAL CONSTRUCTION ON PREMISES, THAT PORTION OF THE TOPSOIL PRESENT WHICH COVERS AN AREA TO BE OCCUPIED BY PERMANENT STRUCTURES OR PERMANENTLY LOCATED MATERIALS OF AN IMPERVIOUS NATURE.
- DURING RE-GRADING OPERATIONS CONDUCTED UPON PREMISES, WHETHER OR NOT CARRIED ON IN CONJUNCTION WITH ON-SITE CONSTRUCTION, EXCESS TOPSOIL REMAINING AFTER RESTORING PROPER TOPSOIL COVER (AT LEAST SIX (6) INCHES) TO THE AREAS OF THE PARCEL UPON WHICH REGRADING OPERATIONS WERE CONDUCTED.

27. NEITHER THE PRINCIPAL OR ACTIVITIES OF TAM ASSOCIATES NOR THE PRESENCE OF TAM ASSOCIATES AT THE SITE, EMPLOYEES OR SUBCONTRACTORS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY TO ENSURE THE SAFETY AND HEALTH OF THE WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL NOT RELY ON THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. TAM