

SIDEWALK AND CURB REPLACEMENT PROGRAM  
APPLICATION AND CONTRACT PURSUANT TO  
CHAPTER 919 OF THE CANTON CITY CODIFIED ORDINANCES

This application is hereby submitted by the individual property owner named below (hereinafter referred to as "Owner") for approval by and contract with the City of Canton through the office of the Director of Public Service (hereinafter referred to as "City") and the property owner's contractor \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, in accordance with the procedures set forth in Chapter 919 of the Codified Ordinances of the City of Canton, the Owner is desirous of replacing sidewalk and/or curb or combined curb and gutter as the same have deteriorated and become unsightly and/or unsafe; and

WHEREAS, the property owner has completed and executed this Application and Contract for the purpose of inducing the City to enter into this Contract as permitted by Chapter 919, as well as any other applicable sections of the Codified Ordinances of the City of Canton.

NOW THEREFORE, in consideration of the following representations of the Owner and the mutual covenants and conditions made and agreed to by the parties hereto, all represent, promise and covenant as follows:

I. Representations of the Owner.

Pursuant to Section 919.06, the Owner hereby represents the following:

- a. The lot(s) contained within the project area are private single family or duplex residential properties.
- b. The description of the proposed project and project area hereinafter referred to as the "project" is:

Property Address: \_\_\_\_\_

Lot # \_\_\_\_\_

Parcel # \_\_\_\_\_

Sidewalk to be replaced \_\_\_\_\_  
length

Curb to be replaced \_\_\_\_\_  
length

c. The name and address of the licensed general sidewalk contractor for the project is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. The following is/are the full proper name(s) of the person(s) who holds the legal title to the lot(s) contained within the project area, together with the street address, lot number and front footage (frontage) for each lot included within the project:

| NAME<br>(Please Print) | STREET ADDRESS | LOT(s) NO. | FRONTAGE |
|------------------------|----------------|------------|----------|
| _____                  | _____          | _____      | _____    |
| _____                  | _____          | _____      | _____    |
| _____                  | _____          | _____      | _____    |

e. Name, social security number (required), and mailing address of the owner to receive the reimbursement check from the City of Canton:

\_\_\_\_\_  
Name Social Security Number

\_\_\_\_\_  
Mailing Address (including Zip Code)

\_\_\_\_\_  
Telephone Number

## II. Responsibilities of the Parties.

The parties to this contract agree and covenant that each shall undertake and perform the following responsibilities:

- a. The City, upon the compliance by all other parties hereto with the various requirements of Chapters 905, 907, and 919, as well as any other applicable chapters or sections of the Codified Ordinances of the City of Canton, shall:
  - i. Cause the removal of existing sidewalks, curbs, or combined curbs and gutters within the project area. Such removal shall be coordinated with the Owner's Contractor so as to facilitate the orderly commencement of the project thereby promoting the least amount of disruption to existing foot and street traffic. The City reserves the right to direct the Contractor to provide an itemized quote for the removal of the existing sidewalk or curb and to direct the Contractor to perform the work in lieu of City forces. If the City chooses to have the Contractor do this work, the work is project eligible and will be reimbursed at a 50% rate.
  - ii. Inspect the project from time to time to insure that all engineering, staking, grading, drainage, materials and construction meet or exceed City Code requirements and standards. A failure of the project to meet such requirements or standards at any time shall be promptly reported to the Contractor.
  - iii. The City's contribution to the project shall be fifty percent (50%) of the "total project cost". The "total project cost" shall be calculated by adding the **lowest approved itemized quote** for the replacement of the sidewalk and/or curb and/or curb and gutter to the value of the City removal of the existing sidewalk and/or curb and/or curb and gutter. The owner's amount of reimbursement shall be determined by calculating the total project cost, multiplying the total project cost times fifty percent (50%), and subtracting the value of the City's eligible costs.  
(Refer to Appendix A for Reimbursement Amount.)
  - iv. Reimbursement shall be made upon satisfactory completion of the project and the submission of Contractor's invoice and receipt of payment to the City. The City is responsible for the removal and replacement of the pavement within 1

foot of the face of the curb or the curb-and-gutter and catch basins. The City reserves the right to direct the Contractor to provide a quote for and perform this work.

- b. The Owners shall:
  - i. Independently, and in their own capacity, obtain three (3) signed, itemized price quotations (from City licensed general sidewalk contractors) for the cost of the replacement of the new sidewalk, curb or curb and gutter, and submit the same with this Application.
  - ii. Independently, and in their own capacity, contract directly with the Contractor, in writing, for the installation and completion of their sidewalks, curbs or combined curbs and gutters.
  - iii. Pay 100% of the contract amount to the Contractor upon satisfactory completion of the project.
- c. The Contractor shall:
  - i. Comply with all applicable laws and ordinances in existence at the time of the commencement and completion of the project including, but not limited to Chapters 905, 907, and 919 of the Codified Ordinances of the City of Canton.
  - ii. Pay permit fees as may be required by the City for the project.
  - iii. Procure from the City such approval of plans, specifications, materials, grades and drainage as either may require and to complete the project in accordance with the same. Depending on the complexity of the project, the City has the right to require the Contractor prepare and submit a plan for the work.
  - iv. Enter into contract, in writing, with the Owner for the installation and completion of the sidewalks, curbs or combined curbs and gutters.
  - v. The Contractor shall be responsible for contacting OUPS (1-800-362-2764) and identify any other potential utility conflicts prior to the commencement of any work at the site. The Contractor is responsible for informing the City Public Works Dept. when this is completed and informing them of any potential conflicts.

- vi. The contractor is responsible for providing all appropriate maintenance of traffic and safety materials, labor, and equipment as identified by current ODOT and OSHA standards. This includes, but is not limited to, vehicular, pedestrian, and bicycle traffic.

### III. General Covenants.

- a. The Owner and Contractor hereby agree to perform and complete all work associated with the project to the City's specifications. This includes, but is not limited to, installing a combined curbing to an existing sidewalk where only a "capped" curb or no curb exists, obtaining approval from the City Engineer for all plans, specifications, materials and grades associated with the project and to complying with all requirements contained in Chapters 905, 907, and 919 of the Codified Ordinances of the City of Canton, as well as any other applicable requirements of the City Code. The City of Canton shall not be liable in any respect for the quality and durability of the work and material used by the contractor for the project.
- b. The Owner and Contractor shall be responsible for negotiating with any utility companies for the relocation of any utilities affected by the project. The Owner shall further hold the City free and harmless from any expenses associated with the relocation of any such utilities.
- c. The Owner and Contractor hereto agree to hold free and harmless the City of Canton, its elected officials, agents and employees from any and all expenses, liabilities, damages or injuries to persons or property arising out of or in any way associated with the performance of the terms and conditions of this Contract or any other work or activity in furtherance of the same.
- d. By virtue of licensing the sidewalk Contractor, the City in no way accepts responsibility for, warrants, or attests to the Contractor's ability to complete the work at a specific level of quality, in a professional manner, or with acceptable material, or to the soundness of the Contractor's professional or personal business practices.

#### IV. Project Costs

##### a. Eligible Costs

- Removal and disposal of existing curb and sidewalk
- Removal and disposal of existing pavement within 1 foot of the face of curb, curb and gutter
- Removal and disposal of tree stumps and roots to the extent needed to facilitate the project
- Materials, labor, and equipment needed to install the new curb and sidewalk
- Materials, labor, and equipment needed to perform the finish grading for the curb, sidewalk, and pavement base.
- Materials, labor, and equipment needed to repair the pavement
- Permit and inspection fees
- Repair/ replacement of each catch basins within the project limits

##### b. Ineligible Costs

- Landscaping, topsoil, finish grading, seeding, and mulching
- Utility repair and relocation expenses
- Any grading that exceeds finish grading required for base material
- Tree removal or replacement
- Any incidental cost including, but not limited to, maintenance of traffic, coordination expenses, licensing fees
- Additional excavation
- Engineering
- Grading
- Drainage
- All other costs not specifically listed under the eligible costs section

Appendix A

City of Canton Reimbursement Participation

(FORM TO BE COMPLETED BY CITY)

Owner(s) Name \_\_\_\_\_

(A) Approved Contractor Sidewalk Replacement Cost \$ \_\_\_\_\_

Approved Contractor Curb Replacement Cost \$ \_\_\_\_\_

Other Approved Project Costs \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

(B) Cost of Sidewalk Removed by Contractor \$ \_\_\_\_\_

Curb Removed by Contractor \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

(C) Total Approved Sidewalk/ Curb Project Cost (A+B) \$ \_\_\_\_\_

(D) Fifty percent (50%) of Total Project Cost (C x 50%) \$ \_\_\_\_\_

(E) **City Reimbursed to Owner (D)** \$

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in their respective places on such day and year as indicated.

OWNER(S):

Printed Names:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

CONTRACTOR:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY:

CITY OF CANTON

SIGNATURE: \_\_\_\_\_

TITLE: Director of Public Service

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

*Pei Martini*  
Canton Law Director

6/9/05  
Date