

# Addendum 1

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

2019 Paving Program Phase II GP1266 – Georgetown Rd./8<sup>th</sup> St. NE Resurfacing

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**Item/Project**

Engineering Department

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**Responsible Department**

July 24, 2019 at 2:00 PM local time

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**Bids Due On or Before**

**Bid Proposal Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

1. Attached is the prevailing wage information packet which was omitted from Appendix B.
2. Also, please find below the Supplemental Specification 01-00 information, Waste Disposal Agreement and the Signature and Proposal Page that were omitted from Appendix C.
3. These pages are to be printed and included with Addendum 1 as they will become part of the finalized contract packet.

## APPENDIX B

### PREVAILING WAGE COORDINATOR

The City of Canton has designated Cheryl Southwell as Prevailing Wage Coordinator, in accordance with Section 4115.071 of the Ohio Revised Code.

Her office is located at City of Canton, 218 Cleveland Ave SW, Canton, Ohio 47702  
Cheryl Southwell: 330-438-4183

#### CONTRACTORS SUBMISSIONS TO THE WAGE COORDINATOR:

- 1) Contractors are required to supply to the Wage Coordinator, **a schedule of the dates during the life of the contract with City of Canton on which they are required to pay wages to the employees.** See Section 4115.03 (A) (2)
- 2) Contractors shall also deliver to the Wage Coordinator **a certified copy of the payroll within two weeks after the initial pay date and supplemental reports for each month thereafter, which shall exhibit for each employee, their name, current address, social security number, job classification, number of hours worked for project, rate of pay, project gross pay, fringe payments, total hours all jobs, total gross all jobs, and deductions from their wages.** See Section 4115.03 (A) (3)
- 3) If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. See Section 4115.03 (A) (6) (C)
- 4) The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and **include a State of Compliance** stating that the payroll is correct and complete and that during the payroll period, all persons employed on said project have been paid the full weekly wages earned, that no rebates have or will be made either directly or indirectly to, or on behalf of said contractor or subcontractor for the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions. See Section 4115.03 (A) (6) (C)
- 5) Contractors will also provide **each month a copy of any Labor Union Fringe Benefit Fund reports that they submitted to the unions.** See Section 4115.03

#### PREVAILING WAGE COORDINATOR MONITORING PROCEDURES

The wage Coordinator's duties are those specified in Section 4115.071 and shall include:

- 1 Attend Pre-Construction Meetings to advise contractor of Prevailing Wage responsibilities
- 2 Wage Coordinator has the authority to spot check employees pay checks in the field on the scheduled pay days for full compliance, with regard to the prevailing wage rates, including benefits.

- 3 Wage Coordinator shall visit the project site to get names of employees performing work on the project site, to cross check with payroll reports submitted.
- 4 Wage Coordinator shall verify the subcontractors performing work on the project site with regard to whether they have been approved by the contracting authority.
- 5 Wage Coordinator shall check to see that the prevailing wages are posted on the project site in a place accessible to employees.
- 6 Ascertain that the statement of compliance accompanying the certified payroll is the correct one for the project
- 7 Wage Coordinator has the right to request any addition information they feel is required for proper wage verification.
- 8 Contact Contractors of delinquent payrolls
- 9 Notify contractors when necessary to request payroll corrections
- 10 Investigate wage complaints ,by self or with Ohio Department of Commerce Division of Labor & Worker Safety

# PAYROLL DATES PREVAILING WAGE LAW

**Instructions to the Contractor:** Please read the following and provide the required information noted on this form. This document must be submitted to the Prevailing Wage Coordinator for the public authority on or before your company begins any work under a contract for a public improvement. This requirement is also applicable to your subcontractors. Please make a copy of this document available to them. The prevailing wage laws state that contractors are responsible for their subcontractors.

.....

\_\_\_\_\_ will begin performance under contract on the  
(Name of Contractor)

\_\_\_\_\_ project on \_\_\_\_\_  
(Name and Location of Project) (Start Date)

and will conclude work on said project on \_\_\_\_\_.  
(End Date, if known)

In accordance with Section 4115.071 (C) of the Ohio Revised Code, listing of payroll dates, I hereby submit the following schedule of dates that my company is required to pay wages to its workers while on this project.  
**NOTE:** If the life of the project is expected to be over three (3) months in length, provide only the days of the week your pay period starts and ends, plus the day you pay your workers.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Day Pay Period Starts: \_\_\_\_\_ Day Pay Period Ends: \_\_\_\_\_

Pay Day: \_\_\_\_\_

I acknowledge that I am required by section 4115.071 (C) of the Ohio Revised Code that I must submit a copy of my company's certified payroll records for this project to the Prevailing Wage Coordinator of the public authority within two weeks of the initial pay date listed above. I further acknowledge that I am responsible to collect and submit my subcontractor's prevailing wage documents, including their certified payroll records in accordance with the law.

\_\_\_\_\_  
(Contractor's Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

**LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:**

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

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FEDERAL I.D.# \_\_\_\_\_

RE: \_\_\_\_\_  
(Project Name) (Project Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_ hereby authorizes

(Company Officer/Owner-Title)

\_\_\_\_\_ as the person to

complete and sign all certified payroll forms for the above project.

BY: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

## FRINGE BENEFITS

PLEASE COMPLETE THIS FORM AND RETURN IT TO THE ADDRESS BELOW.

\_\_\_\_\_ FRINGE BENEFITS ARE ALL PAID IN CASH TO THE EMPLOYEE.

\_\_\_\_\_ FRINGE BENEFITS ARE PAID IN CASH AND TO THE BENEFIT PROGRAMS LISTED BELOW.

\_\_\_\_\_ FRINGE BENEFITS ARE ALL PAID TO THE FOLLOWING BENEFIT PROGRAMS:

HEALTH & WELFARE PLAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PENSION PLAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

APPRENTICESHIP PROGRAM: \_\_\_\_\_

YOUR COMPANY IS: \_\_\_\_\_ UNION \_\_\_\_\_ NON-UNION

YOUR COMPANY PAYS ALL EMPLOYEES: \_\_\_\_\_ WEEKLY \_\_\_\_\_ BI-WEEKLY

FORWARD A BLANK FORM TO EACH SUBCONTRACTOR ON THE PROJECT FOR COMPLETION.  
RETURN ALL FORMS TO:

CITY OF CANTON  
218 CLEVELAND AVE SW  
CANTON, OHIO 44702  
ATTN: PREVAILING WAGE COORDINATOR

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

# PREVAILING WAGE NOTIFICATION to EMPLOYEE

4115.05 ....the contractor or subcontractor shall furnish each employee not covered by a collective bargaining agreement written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Job Number.
Contractor:	
Project Location:	
Jobsite posting of prevailing wage rates located:	

Prevailing Wage Coordinator	Employee
Name: City of Canton Attn: Cheryl Southwell	Name:
Street: 218 Cleveland Ave SW 6th Floor	Street:
City: Canton	City:
State/Zip: Ohio 44702	State/Zip:
Phone: 330-438-4183	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits:	Your hourly base rate:

Hourly fringe benefits paid on your behalf by this company:

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		<b>Total Hourly Fringes</b>	

Contractor's Signature:	Date:
Employee's Signature:	Date:



## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, P.O. Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)

### Certified Payroll Heading:

**Employer name and address:** Company's full name and address... Indicate if the company is a subcontractor.  
**Subcontractor:** Check and list the name of the General Contractor or Prime.  
**Project:** Name and location of the project, including county.  
**Contracting Public Authority:** Name and address of the contracting public authority... (Owner of the project).  
**Week Ending:** Month, day, and year for last day of reporting period.  
**Payroll #:** Indicates first, second, third, etc. payroll filed by the company for the project.  
**Page indicator:** number of pages included in the report.  
**Project Number:** Determined by the public authority... If there is no number leave blank.

### Payroll Information by column:

- Employee Name, Address and Social Security number:** This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- Work Class:** List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".
- Hours Worked, Day & Date:** In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- Project Total Hours:** Total the hours entered for pay period.
- Base Rate:** Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- Project Gross:** Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.
- Fringes:** If fringe benefits are paid in the hourly base rate, indicate this by marking the Cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved Plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.
- Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.
- Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.
- Self explanatory.
- Self explanatory.

- (a) The number of hours worked in each day and the total number of hours worked each week.
  4. Hourly rate for each employee.
    - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
  6. Gross amount earned on all projects during the pay period.
  7. Total deductions from employee's wages.
  8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

### CERTIFIED PAYROLL REPORT

Employer Name & Address		Name of General / Prime Contractor			Project Name & Location				Contracting Public Authority										
Check if subcontractor <input type="checkbox"/>		Week Ending			Payroll #				Project Number										
					Page _____ Of _____														
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date					4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes:					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
										Cash <input type="checkbox"/>	Approved Plans <input type="checkbox"/>	Cash & Approved Plans <input type="checkbox"/>	H&W	Pens					
		OT																	
		ST																	
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Date \_\_\_\_\_ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

# AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

## PREVAILING WAGES

I, \_\_\_\_\_,  
(Name of person signing the affidavit) (Title)

of the \_\_\_\_\_,  
(Company Name), do hereby certify that the

wages paid to all employees for the full number of hours worked in connection with the Contract to the  
Improvement, Repair and Construction of:

\_\_\_\_\_  
(Project name and location of the project)

during the following period from \_\_\_\_\_ to \_\_\_\_\_

in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly  
or indirectly made other than those provided by law.

\_\_\_\_\_  
(Signature of officer or agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

## APPENDIX C

### Supplemental Specification 01-00

#### PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS FOR ALL PUBLIC WORK PROJECTS AND SUBDIVISION DEVELOPMENTS

September, 2000

\* Revised August, 2009

**Project Submittals:** The following listed items are the full responsibility of the Contractor. These items become part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. A typewritten letter shall accompany all items, on Company letterhead; clearly describe each item submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. The City will reject any information not clearly legible. **Submit four copies of the project submittals.**

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. All actions other than "no exception taken" will require supporting notation or information for project review.

Allow at least 10 business days for City's review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor.

The City will not pay directly for the performance of the work listed. This work is a subsidiary obligation of the Contractor.

1. Shop Drawings
2. Preconstruction Video
3. Progress Schedule
4. Release Statement for Disposal of Excavated Material
5. Traffic Control Plan
6. Contractor and Subcontractor Emergency Contact List
7. Statements of Final Compliance

#### 1. Shop Drawings

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or

equipment specialized or required for the proper completion of the work.

- b) Contractor shall submit shop drawings in not less than four (4) copies to the Engineer.
  - c) Contractor shall submit shop drawings in proper sequence of construction to cause no delay in the work. The Engineer will have ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. No work shall be performed requiring shop drawings until same the Engineer has approved these shop drawings.
  - d) Label each shop drawing with the following:
    1. Project Name
    2. Name of Contractor
    3. Name of Subcontractor (if applicable)
    4. Name and Address of Supplier and/or Manufacturer
    5. Log Reference Number
  - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review does not make him responsible for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall take video recording of the entire length and width of the work site.
- a) The Contractor shall notify the Engineering Department prior to scheduling the video recording of the site. A representative of the Engineering Department shall be present when the recording this video.
  - b) The video and audio recordings shall be on DVD or pre-approved alternative for replay. Contractor must submit alternative medium to the Engineer and approval received prior to scheduling.
  - c) The video portion shall have continuous time and date incorporated into it, locations and person(s) doing the work.
  - d) Audio comments during the recording must address each item in the field of view as it may pertain to the project construction. The recording technician will need to become familiar with the project plans to know what subject matter is pertinent. Further, contractor must incorporate a post recording review and audio comments into the recording.
  - e) Submitted copies of all recordings are the property of the Engineer. Contractor must submit the recording and be accepted in full by the Engineering Department prior to the start of construction.
3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:
- a) Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities

relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.

- b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

**4. Release Statement for Disposal of Excavated Materials**

- (a) The Contractor shall provide to the City a written consent statement from all property owners whose property is a landfill depository for all surplus or unsuitable excavated material from the project site.
- (b) The Contractor shall follow ODOT 105.16 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents. The City requires a contract or permit that contains the language stating that the City is not party to the contract or permit, the material is not the City's, and that the contractor and the property owner will hold the City harmless from claims that may arise from this contract or permit.
- (c) See attached sample copy for referencing purposes.

**5. Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.

**6. Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.

**7. Statements of Final Compliance:** The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.

- a) Certificates of Substantial and Final Completion. Contractor shall submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
- b) Final Waiver of Lien  
Contractor shall furnish a written report indicating the resolution of any and all property

damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.



(SAMPLE COPY)

**Waste Disposal Agreement for Projects in the City of Canton**

*Items 1, 3 - 9 are optional and discretionary to the undersigned*

THIS WASTE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (called "Contractor"), and \_\_\_\_\_ of \_\_\_\_\_ (called "Land Owner"), concerning a certain construction contract between the Contractor and \_\_\_\_\_ in the City of Canton, OH for the \_\_\_\_\_ (project), as follows:

1. **MANNER OF WASTING:** Land Owner grants to Contractor the exclusive right to place dirt, earth, rock, topsoil, subsurface, unsuitable and/or other excess material (called "waste material") upon the area described in the following paragraph without requirement, limit, or restriction as to depth, amount, manner, or time.
2. **WASTE AREA:** The property upon which Contractor is permitted to place material is commonly known as \_\_\_\_\_ (address).
3. **TITLE TO WASTE AREA:** The Land Owner warrants that it has title to and the right to contract for placement of waste material in said area and agrees to defend and indemnify Contractor against any claim, suit, or damage arising out of such title or right to contract.
4. **ACCESS AND USE:** Land Owner hereby grants Contractor the right of ingress and egress to the waste area in locations to be selected by Contractor for all purposes necessary to the complete fulfillment of this agreement, and the right of quiet enjoyment in the intended use of such area.
5. **PAYMENT:** Contractor agrees to pay and Land Owner agrees to accept as full and final compensation for all rights granted and covenants contained herein and all claims of every nature the sum of \_\_\_\_\_ payable \_\_\_\_\_.
6. **BASIS OF MEASUREMENTS:** It is mutually agreed that measurement of the amount of materials wasted, where required, shall be made on the following basis: \_\_\_\_\_ and said measurement shall be binding upon the parties hereto for all purposes.
7. **DAMAGES:** Land Owner hereby waives any and all claims for damage to the waste area and to the area of ingress and egress except as specifically noted herein.
8. **RELEASE:** Upon receipt of final payment hereunder, and provided all terms of this agreement have been fulfilled, Land Owner hereby releases Contractor from further liability of any kind or nature hereunder.

WITNESSES:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature & Title

\_\_\_\_\_

LANDOWNER:

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

9. **ENTIRE AGREEMENT:** It is agreed that the terms and conditions of this agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not considered as part of this Agreement.
10. **DISCLAIMER:** The City of Canton is not a party to the here above agreement. The Contractor and

Landowner shall indemnify and save harmless the City of Canton from any claim that may arise from the here above agreement. The waste material is the property of the Contractor, not the City of Canton

## Signature and Proposal Pages

### Signature Page

#### 2019 Paving Program Phase II, GP1266 – Georgetown Rd./8<sup>th</sup> St. NE Resurfacing Project

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **2019 Paving Program Phase II, GP1266 – Georgetown Rd./8<sup>th</sup> St. NE Resurfacing Project** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder hereby certifies that the undersigned \_\_\_\_\_ is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein.

The bidder herewith encloses a \_\_\_\_\_ (**BID BOND, CERTIFIED/CASHIER'S CHECK**) in the sum of \$ \_\_\_\_\_ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract for the work included in the proposal, \_\_\_\_\_ will enter into contract therefore, with sureties satisfactory to the Director of Public Service, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: \_\_\_\_\_.

SIGNATURE OF BIDDER: \_\_\_\_\_.

**NOTE:** If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.