

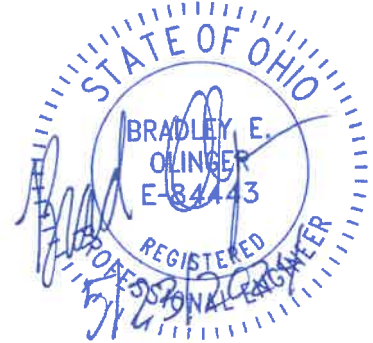
**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO**

FOOD TRUCK PARK

ADDENDUM #1

MAY 23, 2024

THRASHER PROJECT #T30-11232



TO WHOM IT MAY CONCERN:

The following are responses to questions posed by contractors and clarifications for the above-referenced project.

A. QUESTIONS AND RESPONSES

QUESTION

1. After talking to a couple of suppliers, the food truck pedestals with electric and water have a very long lead time (one supplier quoted 80 weeks). Will a power pedestal with all power requirements shown on plans and a separate frost-free hydrant be acceptable?

RESPONSE

Yes, this is acceptable.

B. CLARIFICATIONS

THE OWNER'S NAME FOR THIS PROJECT CHANGED FROM THE "VILLAGE OF TUSCARAWAS" TO THE "TUSCARAWAS COUNTY BOARD OF COMMISSIONERS." The following documents have been updated and need to be replaced in your bidding documents.

Front End Documents:

1. Cover
2. Index

3. C-111 AFB
4. BOR-1 Checklist
5. BOR 2-3 C-430
6. BOR-4 Receipt of Addenda
7. BOR-9 Proof of Worker's Compensation
8. BOR-10 Proof of Drug-Free Workplace
9. C-410 Bid Form
10. C-510 Notice of Award
11. C-520 Agreement
12. C-610 Performance Bond
13. C-615 Payment Bond
14. C-550 Notice to Proceed
15. C-620 Application for Payment
16. C-941 Change Order
17. MEM-1 Memorandum of Negotiation
18. C-942 Field Order
19. C-940 Work Change Directive
20. C-625 Certificate of Substantial Completion
21. C-626 Notice of Acceptability

Technical Specifications

1. 011000 Summary
2. 012000 Price and Payment
3. 012500 Substitution Procedures

Drawings

1. Title Sheet

If you have any questions or comments, please feel free to contact me at bolinger@thethrashergroup.com. As a reminder, bids will be received until 11:00 a.m. on Wednesday, May 29, 2024, at the Village Hall located at 522 East Cherry Street, Tuscarawas, OH 44682. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Brad Olinger, PE
Regional Manager



ARCHITECTURE
ENGINEERING
FIELD SERVICES

CONTRACT DOCUMENTS

AND

DETAILED SPECIFICATIONS

FOR THE

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS TUSCARAWAS COUNTY, OHIO

FOR

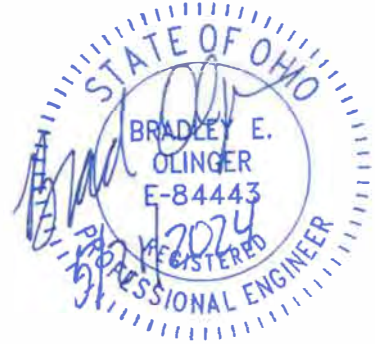
FOOD TRUCK PARK

FUNDING:

Community Development Block Grant (CDBG)

MAY 2024

THRASHER PROJECT #T30-11232



TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO
PROPOSED
FOOD TRUCK PARK

- I N D E X -

BIDDING DOCUMENTS

Advertisement for Bids	AFB
Engineer's Estimate	EST-1
Instructions to Bidders	C-200
Bid Opening Requirements	BOR
Bid Forms	C-410

CONDITIONS OF WORK

Notice of Award	C-510
Agreement	C-520
Certificate of Owner's Attorney	COA-1
Certificate of Funds	COF-1
Performance Bond	C-610
Payment Bond	C-615
Notice to Proceed	C-550
Contractor's Application for Payment	C-620
Contract Change Order	C-941
Memorandum of Negotiation	MEM-1
Field Order	C-942
Work Change Directive	C-940

Certificate of Substantial Completion	C-625
Notice of Acceptability	C-626
General Conditions	C-700
Supplementary General Conditions	C-800

EXHIBITS

Exhibit A – Abnormal Weather Days (Monthly Calculations Sheet)

Exhibit B – RPR Duties

Exhibit C – Call Before you Dig

Exhibit D – Affidavit for Pay Estimates

Exhibit E – Consent of Surety to Final Payment

Exhibit F – EEO Poster

Exhibit G – OSHA Poster

Exhibit H – DBE Requirements

Exhibit I – BABA info to bidders

Exhibit J – DB Contract Requirements

Exhibit K – Prevailing Wage Rates

Exhibit L – HUD Requirements

TECHNICAL SPECIFICATIONS

Summary	011000
Price and Payment Procedure	012000
Substitution Procedure	012500

PLANS

ADVERTISEMENT FOR BIDS
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO
FOOD TRUCK PARK

General Notice

The **Tuscarawas County Board of Commissioners** (Owner) is requesting Bids for the construction of the following Project:

Food Truck Park

Thrasher Project Number T30-11232

Bids for the construction of the Project will be received at the **Village Hall** located at **522 East Cherry Street, Tuscarawas, OH 44682**, until **Wednesday, May 29, 2024, at 11:00 am** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

The project will include the installation of a drive for trucks to pull in and back into, a seating area, a walking path, a gazebo, and a playground. Installation of water and electric hookups, as well as minor storm sewer improvements will also be included in the project.

Bids are requested for the following Contract: **Food Truck Park**

The Work will be substantially completed within **60** calendar days after the date when the Contract Times commence to run and completed and ready for final payment within **90** days after the date when the Contract Times commence to run. Liquidated damages shall be **\$500.00** per day.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated websites:

<https://tinyurl.com/zu5z8553> OR www.thethrashergroup.com

Bidding Documents may be downloaded from the designated website, www.questcdn.com for \$40.00 by inputting Quest project **#9076834** or Soliciting Agent's project number **#T30-11232** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

The Thrasher Group, Inc.
400 3rd Street SE, Suite 309
Canton, OH 44702

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:00 am to 4:00 pm**. Partial sets of Bidding Documents will not be

available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Bidding Documents also may be examined at

Village Hall
522 East Cherry Street
Tuscarawas, OH 44682

The Thrasher Group, Inc.
400 3rd Street SE, Suite 309
Canton, OH 44702

A one-envelope system will be used.

Envelope must have the following information presented on the front:

Name and address of Bidder

Bid on Contract – **Food Truck Park**

Received by the **Tuscarawas County Board of Commissioners**

Bids will be publicly read aloud, and an apparent low bidder will be announced. After the completion of the bid opening, the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist on page BOR - 1 of these contract documents.

A bidder may not withdraw his bid for a period of ninety (90) days after the date set for the opening of bids.

Bids shall be accompanied by a certified check or bid bond payable to the **Tuscarawas County Board of Commissioners** in an amount equal to five percent (5%) of the base bid.

This procurement is subject to the EPA Policy of encouraging the participation of small business in rural areas (SBRAs).

Suspension and Debarment – Recipient shall not entertain the use of businesses that are listed on the “System for Award Management” (SAM) at www.Sam.gov in accordance with 2 CFR Part 1532 and Subpart B and C of 2 CFR Part 180.

DBE Requirements - Each Bidder must fully Comply with the Disadvantaged Business Enterprises, and Affirmative Action Requirements, as identified in the contract documents.

The Bidder agrees to make “positive efforts” to subcontract a portion of the total value of the contract to Disadvantaged Business Enterprises. This shall be done in compliance with the six (6) affirmative steps as outlined in 40 CFR 33.240. Failure to demonstrate positive efforts to do so may lead to rejection of bids. For this program, the term “subcontract” includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

Build America, Buy America Requirements – P.L. 117-58, Infrastructure Investment and Jobs (IIJA) Act, 2021 (Act), includes a “Build America, Buy America (BABA)” requirement in Sections 70911 through 70917 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron, steel, manufactured products, and construction materials that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

Notice of Federal Wage Requirements – Contractors are required to comply with all laws pertaining to federal wage rates as issued in accordance with the Davis Bacon act. The contractor will be required to pay the federal wage rates appropriate for each worker classification.

Bids received after the scheduled closing time for the reception of bids will be returned unopened to the bidders.

The **Tuscarawas County Board of Commissioners** reserves the right to reject any and all bids.

Pre-bid Conference

None.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Village of Tuscarawas**

By: **Dana Moore**

Title: **Mayor**

Date: **May 4 and May 11, 2024, in the Bargain Hunter**

FOOD TRUCK PARK
FOR THE
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO
THRASHER PROJECT #T30-11232

A one-envelope system will be used. Envelope must have the following information presented on the front:

Name and address of Bidder
Bid on Contract – **FOOD TRUCK PARK**
Received by **TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

Bids will be publicly read aloud, and an apparent low bidder will be announced. After the completion of the bid opening, the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist on page BOR 1 of these contract documents. The lowest responsive, responsible Bidder shall be the Bidder who has completed all of the requirements of the “Bid Opening Requirements” and has the lowest total bid.

BID OPENING REQUIREMENT CHECKLIST

Item	Completed Satisfactory (Check if completed)
1. Bid submitted on time	_____
2. Bid Bond (Sample BOR 2-3)	_____
3. Certification of receipt of all addenda to Plans and Specifications (BOR 4)	_____
4. EEO Certification (BOR 5)	_____
5. Independent Contractor Indemnification Clause (BOR 6)	_____
6. Bidder’s Affidavit: Foreign Corporation (BOR 7)	_____
7. Affidavit of Non-Collusion (BOR 8)	_____
8. Proof of Coverage Under Ohio Workman’s Compensation (BOR 9)	_____
9. Proof of Drug-Free Workplace Program (BOR 10)	_____
10. Affidavit of Non-Delinquent Personal Property Taxes (BOR 11)	_____
11. Certification Regarding Debarment (BOR 12-13)	_____
12. Disadvantaged Business Enterprises (BOR 14-17)	_____
13. Davis-Bacon Wage Requirements (BOR 18)	_____
14. BABA Acknowledgement (BOR 19)	_____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Tuscarawas County Board of Commissioners Address <i>(principal place of business)</i> : 522 East Cherry Street Tuscarawas, OH 44682	Bid Project <i>(name and location)</i> : Food Truck Park Tuscarawas, OH Bid Due Date: May 29, 2024
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**PROPOSED
FOOD TRUCK PARK**

FOR THE

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO**

Certification of Receipt of Addenda

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder certifies that they understand completely and have all questions answered concerning the bidding and contract award procedures for the above project and
- (b) Bidder has examined copies of all the Contract Documents and the following addenda:

Date

Number

Signature

Date

Name and Title of Signer (Please Type)

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO
FOOD TRUCK PARK

THRASHER PROJECT #T30-11232

**PLEASE PROVIDE YOUR PROOF OF COVERAGE UNDER OHIO WORKMAN'S
COMPENSATION TO FULFILL BOR-9 REQUIREMENT.**

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO
FOOD TRUCK PARK

THRASHER PROJECT #T30-11232

**PLEASE PROVIDE YOUR PROOF OF DRUG-FREE WORKPLACE PROGRAM TO
FULFILL BOR-10 REQUIREMENT.**

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*Tuscarawas County Board of Commissioners
522 East Cherry Street
Tuscarawas, OH 44682*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Opening Requirements

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the **Food Truck Park**. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

3.01 *Lump Sum Bids*

~~A. Bidder will complete the Work in accordance with the Contract Documents for the lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and shown in the bid schedule.~~

~~B. Lump Sum Bids may be one of the following:~~

~~1. Lump Sum Price (Single Lump Sum)~~

~~2. Lump Sum Price (Base Bid and Alternates)~~

~~3. Lump Sum Price (Sectional Lump Sum Bids)~~

~~C. All specified cash allowance(s) are included in the price(s) set forth in the bid schedule and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

~~D. All specified contingency allowances are included in the price(s) set forth in the bid schedule and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices as shown in the Bid Schedule.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

**PROPOSED
 FOOD TRUCK PARK
 FOR THE**

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
 TUSCARAWAS COUNTY, OHIO
 THRASHER PROJECT #T30-11232**

BID SCHEDULE

BASE BID						
Item #	ODOT #	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1	201	CLEARING AND GRUBBING	1	LS		
2	202	WALK REMOVED	263	SF		
3	202	CURB REMOVED	45	FT		
4	203	EXCAVATION	166	CY		

BASE BID						
Item #	ODOT #	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
5	203	EMBANKMENT	109	CY		
6	252	FULL DEPTH PAVEMENT SAWING	45	FT		
7	301	ASPHALT CONCRETE BASE 3.0"	25	CY		
8	304	AGGREGATE BASE	82	CY		
9	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	12	CY		
10	608	4" CONCRETE WALK	2,703	SF		
11	608	CURB RAMP	208	SF		
12	609	CURB, TYPE 6	344	FT		
13	611	CATCH BASIN, NO. 2-2C	1	EA		
14	611	12" CONDUIT, TYPE B	57	FT		
15	611	CATCH BASIN ADJUSTED TO GRADE	1	EA		
16	611	CATCH BASIN GRATE	1	EA		
17	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS		
18	624	MOBILIZATION	1	LS		
19	625	PULL BOX, 725.08, 18"	1	EA		
20	625	CONDUIT, 3", 725.051	77	FT		
21	625	TRENCH, 24" DEEP	77	CY		
22	638	2" POLYETHYLENE WATER SERVICE LINE	115	FT		
23	638	VALVE BOX ADJUSTED TO GRADE	1	CY		
24	642	TRANSVERSE/DIAGONAL LINE, TYPE 1	37	CY		
25	659	TOPSOIL	47	CY		

BASE BID						
Item #	ODOT #	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
26	659	SEEDING AND MULCHING	426	SY		
27	659	COMMERCIAL FERTILIZER	0.06	TONS		
28	659	LIME	0.10	ACRES		
29	659	WATER	2	MGAL		
30	832	EROSION CONTROL	3,000	EACH		
31	SPECIAL	GAZEBO	1	LS		
32	SPECIAL	CAFÉ TABLES	6	EA		
33	SPECIAL	NEW ELECTRIC SERVICE	1	LS		
34	SPECIAL	ELECTRIC AND WATER HOOKUP	2	EA		
35	SPECIAL	TIE INTO EXISTING WATER	1	LS		
36	SPECIAL	PLAYGROUND	1	LS		
37	SPECIAL	PLAYGROUND MULCH SURFACE	567	CF		
38	SPECIAL	PLAYGROUND LANDSCAPE FABRIC	1	EA		

TOTAL BID ACTIVITY (GENERAL) _____

NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

3.04 *Method of Award [NOTE: Select the proper Method shown below including Alternates if utilized]*

Method of Award = Lowest Qualified Bidder (Regular)

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the owner may reject all bids.

- A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

[OR]

~~[Method of Award = Lowest Qualified Bidder (Deductive Alternate)]~~

~~—— If at the time this Contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible bidder, as listed in contract does not exceed the amount of funds estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the Owner may reject all bids. The Owner may award the contract on the total bid submitted by a qualified, responsive, responsible bidder, less the amount(s) of the deductive alternate(s) subtracted in numerical order to produce the lowest bid within the funds available for financing.~~

- ~~A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.~~
- ~~B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.~~

[OR]

~~[Method of Award = Lowest Qualified Bidder (Additive Alternates)]~~

~~*[Apply in numerical order as in deductive]*~~

~~—— If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. Awarding of Additive Alternate(s) will not affect the lowest Bidder. If such bids exceed such amount, the Owner may reject all bids.~~

~~The Owner will award the contract on the total base bid amount inclusive or exclusive of alternates as determined by the Owner and submitted by a qualified, responsive, responsible Bidder. The Owner may elect to award any or all of the additive alternates in no particular order.~~

- ~~A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.~~
- ~~B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.~~

[OR]

~~**[Method of Award = Lowest Qualified Bidder (Multiple Contracts)]**~~

~~*[Only if Necessary, If one company bids all contracts, they can add a % deduction to their total bid]*~~

~~—— If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the owner may reject all bids. The Owner may award the contract on the total bid submitted by a qualified, responsive, responsible bidder after apply the % deduct, if offered, as listed in contract to produce the lowest bid within the funds available for financing.~~

- ~~A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.~~
- ~~B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.~~

[OR]

~~**[Method of Award = Lowest Qualified Bidder (Alternate Bids)]**~~

~~—— If at the time this contract is to be awarded, the lowest total bid or either alternate total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the owner may reject all bids. The Owner may award the contract on the total bid or either alternate total bid submitted by a qualified, responsive, responsible bidder less the amount of the deductive alternate as listed in contract to produce the lowest bid within the funds available for financing.~~

- ~~A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.~~

~~B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.~~

ARTICLE 4 — BASIS OF BID — COST PLUS FEE

~~4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

~~4.02 Contractor's Fee~~

~~A. Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~C. Contractor's fee will be the fixed sum of \$[number].~~

~~4.03 Guaranteed Maximum Price~~

~~A. The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

~~Deleted~~

ARTICLE 5 — PRICE PLUS TIME BID

~~5.01 Price Plus Time Contract Award (Stipulated Price Contract)~~

~~A. The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\$[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$[number]/day	
B	4. Adjustment Amount (2 x 3)		\$[number]
A+B	5. Amount for Comparison of Bids		\$[number]

- ~~B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~
- ~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 *Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

- A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:

	Description		Amount
A	1. Guaranteed Maximum Price		\${number}
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

- ~~B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~
- ~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

Deleted

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder agrees that the Work will be substantially complete on or before **[Bidder inserts date]**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[Bidder inserts date]**.

Deleted

- 6.03 Bidder agrees that the Work will be substantially complete within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run.

Deleted

- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the Addenda: **ACKNOWLEDGE IN BOR-4.**

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

NOTICE OF AWARD

Date of Issuance:

Owner: **Tuscarawas County Board of Commissioners** Owner's Project No.:

Engineer: The Thrasher Group, Inc. Engineer's Project No.: T30-11232

Project: Food Truck Park

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **May 29, 2024**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The project will include the installation of a drive for trucks to pull in and back into, a seating area, a walking path, a gazebo, and a playground. Installation of water and electric hookups, as well as minor storm sewer improvements will also be included in the project.

The Contract Price of the awarded Contract is \$[**Contract Price**]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

4 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **4** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Tuscarawas County Board of Commissioners**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the **Tuscarawas County Board of Commissioners** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project will include the installation of a drive for trucks to pull in and back into, a seating area, a walking path, a gazebo, and a playground. Installation of water and electric hookups, as well as minor storm sewer improvements will also be included in the project.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **The Thrasher Group, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **The Thrasher Group, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.04 *Milestones*

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 [event & date/days]~~

~~2. Milestone 2 [event & date/days]~~

~~3. Milestone 3 [event & date/days]~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$500 plus costs incurred by Owner and Engineer as a result of the work not being completed including but not limited to RPR fees, Engineering fees and Permit fees. for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. Cost will be based off of the rate schedule in the Engineering Service Agreement.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. ~~*Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

Deleted

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner

for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of **\$As described in Bid Form.**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	As described in Bid Form			\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$As described in Bid Form.**
- D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within approximately 30 days of receipt of payment application during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
- a. ~~number~~90 percent of the value of the Work completed (with the balance being retainage).
- 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- Deleted**
- b. ~~number~~90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **97.5** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

* Unless adjusted at the Pre Construction Conference.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **1.5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Additional Supplemental General Conditions.
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings listed on the attached sheet index.
 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner: **Tuscarawas County Board of Commissioners**

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Tuscarawas County Board of Commissioners</p> <p>Mailing address (<i>principal place of business</i>): 522 East Cherry Street Tuscarawas, OH 44682</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Food Truck Park Tuscarawas, OH</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None.**

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Tuscarawas County Board of Commissioners</p> <p>Mailing address (<i>principal place of business</i>): 522 East Cherry Street Tuscarawas, OH 44682</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Food Truck Park Tuscarawas, OH 44682</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ (<i>Date of Bond cannot be earlier than Effective Date of Contract</i>)</p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None.**

NOTICE TO PROCEED

Owner: Tuscarawas County Board of Commissioners Owner's Project No.: _____
Engineer: The Thrasher Group, Inc. Engineer's Project No.: T30-11232
Contractor: _____ Contractor's Project No.: _____
Project: Food Truck Park
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: Tuscarawas County Board of Commissioners
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

Contractor's Application for Payment

Owner: <u>Tuscarawas Co Bd of Commissioners</u>	Owner's Project No.: _____
Engineer: <u>The Thrasher Group, Inc.</u>	Engineer's Project No.: <u>T30-11232</u>
Contractor: _____	Contractor's Project No.: _____
Project: <u>Food Truck Park</u>	
Contract: _____	
Application No.: _____	Application Date: _____
Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ - Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.
- (4) By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer

By: _____

Title: _____

Date: _____

Approved by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: <u>Tuscarawas Co Bd of Commissioners</u>	Owner's Project No.: <u>T30-11232</u>
Engineer: <u>The Thrasher Group, Inc.</u>	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: <u>Food Truck Park</u>	
Contract: _____	

A Item No.	B Description	C Scheduled Value (\$)	D Work Completed (\$)		E This Period (\$)	F Materials Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application	(D + E) From Previous Application					
Application No.: _____ Application Period: _____ From _____ to _____ Application Date: _____									
Original Contract									
		Original Contract Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contractor's Application for Payment

Progress Estimate - Lump Sum Work

Owner: **Tuscarawas Co Bd of Commissioners** Owner's Project No.: T30-11232
Engineer: **The Thrasher Group, Inc.** Engineer's Project No.:
Contractor: **Food Truck Park** Contractor's Project No.:
Contract: _____

Application No.: _____ to _____ Application Date: _____									
A	B	C	D		E	F	G	H	I
			(D + E) From Previous Application (\$)	Work Completed This Period (\$)					
Item No.	Description	Scheduled Value (\$)			Materials Stored Currently (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
Change Orders									
Change Order Totals		\$	\$	\$	\$	\$	\$	\$	\$
Original Contract and Change Orders									
Project Totals		\$	\$	\$	\$	\$	\$	\$	\$

MEMORANDUM OF NEGOTIATION

OWNER: Tuscarawas County Board of Commissioners

PROJECT NAME: Food Truck Park

PROJECT NUMBER: T30-11232 **DATE:** _____

CHANGE ORDER NUMBER: _____

LOCATION: _____

PARTIES ATTENDING: (Telephone)

DESCRIPTION OF CHANGE ORDER:

CONTRACTOR'S COMMENTS: (Price Proposal)

ENGINEERING COMMENTS:

OWNER'S COMMENTS:

RESULTS:

TIME CHANGE:

Signature of Acceptance

Contractor: _____

Engineer's Representative: _____

Owner's Representative: _____

FIELD ORDER NO.: [Number of Field Order]

Owner: Tuscarawas County Board of Commissioners
Engineer: The Thrasher Group, Inc. Owner's Project No.:
Contractor: Engineer's Project No.: T30-11232
Project: Food Truck Park Contractor's Project No.:
Contract Name:
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: **Tuscarawas County Board of Commissioners** Owner's Project No.:
Engineer: The Thrasher Group, Inc. Engineer's Project No.: T30-11232
Contractor: Contractor's Project No.:
Project: Food Truck Park
Contract Name:
Date Issued: Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—[Check one or both of the following]

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].
Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Tuscarawas County Board of Commissioners**
 Engineer: The Thrasher Group, Inc.
 Contractor:
 Project: Food Truck Park
 Contract Name:
 Owner's Project No.:
 Engineer's Project No.: T30-11232
 Contractor's Project No.:

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner:	Tuscarawas County Board of Commissioners	Owner's Project No.:	
Engineer:	The Thrasher Group, Inc.	Engineer's Project No.:	T30-11232
Contractor:		Contractor's Project No.:	
Project:	Food Truck Park		
Contract Name:			
Notice Date:		Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

<u>Engineer</u>		<u>Owner</u>	
By (signature):	_____	By (signature):	_____
Name (printed):	_____	Name (printed):	_____
Title:	_____	Title:	_____

Tuscarawas County Board of Commissioners
Food Truck Park

T30-11232

SECTION 011000 - SUMMARY

PART 1 -

PART 2 - GENERAL

2.1 SUMMARY

A. Section Includes:

1. Project information.
2. Contract description.
3. ~~Work by Owner or others.~~
4. ~~Owner furnished products.~~
5. Contractor's use of Site [**and premises**].
6. Future work.
7. Work sequence.
8. Owner's product Purchase contracts.
9. Work restrictions.
10. Owner occupancy.
11. Permits.
12. Specification conventions.
13. LEED provisions.

B. Related Requirements:

1. Section 012000 - Price and Payment Procedures.
2. This project will use the Ohio Department of Transportation (ODOT) Construction and Material Specifications (CMS) 2023 edition.
3. ~~Section 013216 Construction Progress Schedule: Digital project management procedures and web-based project management software package.~~
4. ~~Section 015000 Temporary Facilities and Controls: Limitations and procedures governing temporary use of Owner's facilities.~~
5. ~~Section 017000 Execution and Closeout Requirements: Coordination of Owner-installed products.~~
6. ~~Section 018113 Sustainable Design Requirements.~~

2.2 PROJECT INFORMATION

A. Name: Food Truck Park.

1. Project Location: 116 N Main St, Tuscarawas, OH 44682

B. Owner: **Tuscarawas County Board of Commissioners**

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1. Owner's Representative: D.J. Meek, Village Administrator, 330-340-8462

C. Project Engineer: The Thrasher Group, Inc., 400 3rd St SE, Suite 309, Canton, OH 44702

1. Engineer's Representative: Brad Olinger, PE, 330-451-2042

~~D. "Architect's/Engineer's Consultants" Paragraph below if providing consultants' contact information for Project use here rather than elsewhere in Project Manual.~~

~~E. Engineer's Consultants: Engineer retains the following design professionals, who prepare designated portions of the Contract Documents:~~

~~1. < >: < >~~

~~a. < > Representative: < >~~

~~F. Other Owner Consultants: Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:~~

~~1. < >: < > has prepared the following portions of the Contract Documents:~~

~~a. < > Representative: < >~~

~~b. Scope of Service: < >~~

G. Contractor: < > has been engaged as Contractor for this Project.

1. Contractor Representative: < >

~~H. Construction Manager: < >~~

~~1. Construction Manager Representative: < >~~

~~2. Construction Manager as advisor (CMA): Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and [each] Contractor, according to a separate contract between Owner and Construction Manager.~~

~~a. Construction Manager also serves as Project coordinator, as defined below:~~

~~1) Project coordinator shall be responsible for coordination between the [General Construction Contract] [Plumbing Contract] [HVAC Contract] [Electrical Contract] [and] < >~~

**** [OR] ****

~~3. Construction Manager as contractor (CMc): Construction Manager is Project contractor for this Project. The terms "Construction Manager" and "Contractor" are synonymous.~~

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I. ~~Design Builder: <=>~~.

1. ~~Design Builder Representative: <=>~~.

2. ~~Design builder has been engaged for this Project to provide architectural and engineering services and to serve as Project contractor. The terms "design builder" and "Contractor" are synonymous.~~

J. ~~Project Coordinator for Multiple Contracts: <=> has been engaged by Owner to serve as Project coordinator.~~

K. ~~Project Coordinator for Multiple Contracts: Owner shall serve as Project coordinator.~~

L. ~~Project Mechanical/Electrical Coordinator for Multiple Contracts:~~

1. ~~<=> has been engaged by Owner to serve as Project coordinator.~~

2. ~~[HVAC Contractor] [Electrical Contractor] [Plumbing Contractor] [Construction Manager] <=> shall act as mechanical/electrical coordinator.~~

M. ~~Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.~~

1. ~~See Section 013216 Construction Progress Schedule for requirements for using web-based Project software.~~

2.3 CONTRACT DESCRIPTION

A. Work of the Project includes **construction** of a drive for trucks to pull in and back into, a seating area, a walking path, a gazebo, and a playground. Installation of water and electric hookups, as well as minor storm sewer improvements will also be included in the project.

B. Perform Work of Contract under unit price Contract with Owner according to Conditions of Contract.

***** [OR] *****

C. ~~Perform Work of [each] Contract under [CMA] [CMe, where basis of payment is the cost of Work plus a fee with a guaranteed maximum price] [CMe, where basis of payment is the cost of Work plus a fee without a guaranteed maximum price] <=> Contract with Owner according to Conditions of Contract.~~

D. ~~Work of each separate Contract is identified [in Drawings and] in the following:~~

1. ~~<=>~~.

2. ~~<=>~~.

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2.4 ~~WORK BY OWNER OR OTHERS~~

- A. ~~Owner [has awarded] [will award] [a contract] [contracts] for [supply] [and] [installation] of $\langle \rangle$ beginning on $\langle \rangle$.~~
- B. ~~If Owner awarded contracts interfere with each other due to Work being performed at the same time or at the same Site, Owner will determine the sequence of Work under all contracts according to WORK SEQUENCE and CONTRACTOR'S USE OF SITE [AND PREMISES] Articles in this Section.~~
- C. ~~Coordinate Work with utilities of Owner and public or private agencies.~~
- D. ~~Work under [this Contract] [these Contracts] [will include:] [includes:]~~
1. ~~Existing Building Demolition: Owner has contracted for demolition of existing structure on Site and removal of its foundations. Site will be backfilled at removed foundations and filled to existing grade elevation.~~
 2. ~~Electrical Work: Owner intends to award a separate contract for electrical Work associated with this Contract. The proposed electrical contract documents are available for inspection at Owner's office.~~
 3. ~~Work as indicated on Drawings.~~
 4. ~~$\langle \rangle$.~~
- E. ~~Items noted not in contract (NIC), [Sludge Pumps No. 3 and 4,] [furnishings,] [minor equipment,] [and] $\langle \rangle$ will be furnished [and installed] by Owner [beginning] [before] [after] $\langle \rangle$.~~
- F. ~~Owner will remove and retain possession of the following items before start of Work:~~
1. ~~$\langle \rangle$.~~
 2. ~~$\langle \rangle$.~~
- G. ~~Remove and deliver to Owner the following items before start of Work:~~
1. ~~$\langle \rangle$.~~
 2. ~~$\langle \rangle$.~~

2.5 ~~OWNER FURNISHED PRODUCTS~~

- A. ~~Owner's Responsibilities:~~
1. ~~Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples to Contractor.~~
 2. ~~Arrange and pay for delivery to Site.~~
 3. ~~Upon delivery, inspect products jointly with Contractor.~~
 4. ~~Submit claims for transportation damage and replace damaged, defective, or deficient items.~~
 5. ~~Arrange for manufacturers' warranties, inspections, and service.~~

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B. Contractor's Responsibilities:

- 1. Review Owner reviewed Shop Drawings, Product Data, and Samples.
- 2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
- 3. Repair or replace items damaged after receipt.
- 4. Handle, store, install, and finish products.

C. Items furnished by Owner for installation by Contractor:

- 1. ~~_____~~
- 2. ~~_____~~

2.6 CONTRACTOR'S USE OF SITE

A. Unrestricted Use of Site: Contractor shall have full use of Project Site for construction operations during construction period. Contractor's use of Project Site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Restricted Use of Site: ~~Each~~ Contractor shall have limited use of Project Site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Limits on Use of Site: Limit use of Project Site to ~~Work in areas~~ **areas within the Contract limits** indicated. Do not disturb portions of Project Site beyond areas in which the Work is indicated.

D. Limits on Use of Site: Confine construction operations to ~~_____~~.

- 1. Limit use of Site ~~and premises~~ to allow:
 - a. Owner occupancy.
 - b. **Work by Owner.**
 - c. **Work by Others.**
 - d. Use by **the public** ~~_____~~.
- 2. Driveways, Walkways, and Entrances: ~~Keep driveways, parking garage,~~ **loading areas,** and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.

E. Emergency Building Exits during Construction: **Limited to** ~~_____~~.

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- F. Construction Operations:
 - 1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing building during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.
- G. Time Restrictions for Performing Work: 7:00am-7:00pm.
- H. Utility Outages and Shutdown:
 - 1. Coordinate and schedule electrical and other utility outages with Owner.
 - 2. Outages: Allow only at previously agreed upon times.
 - 3. At least one week before scheduled outage, submit outage request plan to **Engineer** itemizing dates, times, and duration of each requested outage.
- ~~I. Sound Level Restrictions: Sound pressure level measured at boundary of Site shall not exceed [40] <====> dBA.~~
- J. Construction Plan: Before start of construction, **submit three copies** of construction plan regarding access to Work, use of Site, and utility outages for acceptance by Owner. After acceptance of plan, construction operations shall comply with accepted plan unless deviations are accepted by Owner in writing.

~~2.7 FUTURE WORK~~

- ~~A. Future Work Not Part of this Contract: The Contract Documents include requirements that will allow Owner to carry out future work following completion of this Project; provide for the following future work:~~
- ~~B. Include requirements that will allow Owner to carry out future work following completion of this Project; provide for the following future work:~~
 - ~~1. Provide <====> for future installation of <====>.~~
 - ~~2. <====>.~~

~~2.8 WORK SEQUENCE~~

- ~~A. Construct Work in [stages] [phases] [order to accommodate Owner's occupancy requirements] <====> during construction period. Coordinate construction schedule and operations with [Engineer] [Owner]:~~
 - ~~1. [Stage] [Phase] 1: <====>.~~
 - ~~2. [Stage] [Phase] 2: <====>.~~
 - ~~3. [Stage] [Phase] 3: <====>.~~
- ~~B. Sequencing of Construction Plan: Before start of construction, [submit three copies] [post electronic file to Project website] <====> of construction plan regarding phasing of [demolition,] [renovation,] <====> and new Work for acceptance by Owner. After~~

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~~acceptance of plan, comply with accepted plan when coordinating construction sequencing unless deviations are accepted by Owner in writing.~~

~~2.9 OWNER'S PRODUCT PURCHASE CONTRACTS~~

~~A. Owner has negotiated product Purchase contracts with suppliers of material and equipment to be incorporated into the Work. Owner will assign these product Purchase contracts to Contractor. Include costs for purchasing, receiving, handling, storage if required, and installation of material and equipment in the Contract Sum unless otherwise indicated.~~

~~B. ed.~~

~~1. Contractor's responsibilities are same as if Contractor had negotiated product Purchase contracts, including responsibility to renegotiate purchase and to execute final purchasing agreements.~~

~~C. Owner's Product Purchase Contracts Information:~~

~~1. < >: See Section < >.~~

~~a. Purchase Contract Firm and Representative: < >.~~

~~b. Product Purchase Contract Scope: [Furnishing material] [Material and installation labor] < >.~~

~~c. Product Purchase Status: [Price negotiated by Owner, to be incorporated into the Contract Sum by Contractor; see Section 012000 - Price and Payment Procedures for cash allowance for product Purchase contract] [Price negotiated and incorporated into Contract Sum by Contractor] [Product reserved by Owner] [Order placed and deposit paid by Owner] [Order to be placed by Contractor] < >.~~

~~d. Quantity: < >.~~

~~e. Other Requirements: < >.~~

2.10 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit Work to between 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner.

1. Weekend Hours: < >.

2. Early Morning Hours: < >.

3. Work in Existing Building: < >.

4. Hours for Utility Shutdowns: < >.

5. Hours for [Core Drilling] < >: < >.

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- ~~C. On Site Work Day Restrictions: Do not perform Work [resulting in utility shutdowns] [or] [resulting in noisy activity] on Site during Work blackout days indicated by Owner.~~
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions, and only after arranging for temporary utility services according to requirements indicated:
 - 1. Notify **Owner** not less than **two** days in advance of proposed utility interruptions.
 - 2. Obtain **Owner's** written permission before proceeding with utility interruptions.
- E. Noise, Vibration, Dust, and Odors: Coordinate with Owner operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy.
 - ~~1. Notify [Construction Manager] [Owner] [Municipality] [Authority] not less than [two] <-----> days in advance of proposed disruptive operations.~~
 - ~~2. Obtain [Construction Manager's] [Owner's] [Municipality's] [Authority's] written permission before proceeding with disruptive operations.~~
- F. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances **on Project Site** is not permitted.
- ~~G. Employee Identification: [Provide] [Owner will provide] identification tags for Contractor personnel working on Project Site. Require personnel to use identification tags at all times.~~
- H. Employee Screening: Comply with Owner's requirements for **drug and background** screening of Contractor personnel working on Project Site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

2.11 OWNER OCCUPANCY

- A. Schedule and substantially complete designated portions of the Work for occupancy before Substantial Completion of the entire Work.
 - ~~1. Owner intends to occupy <-----> portion of Project by <----->.~~
 - ~~2. Owner's use and occupancy of designated areas before Substantial Completion of entire Project do not relieve Contractor of responsibility to maintain specified insurance coverages on a 100 percent basis until date of final payment.~~

***** [OR] *****

- ~~B. Owner will occupy [Site] [premises] <-----> [during entire period of construction] [during Stage] <-----> [of construction] [during Phase] <-----> [of construction] [for conduct of normal operations] [for installation of] <----->.~~
- ~~C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.~~
- ~~D. Schedule Work to accommodate Owner occupancy.~~

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2.12 PERMITS

- A. Furnish **all** necessary permits for construction of Work.

2.13 SPECIFICATION CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.

- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations [**scheduled on Drawings**] [**and**] [**published as part of the U.S. National CAD Standard**].
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

~~2.14 LEED PROVISIONS~~

- ~~A. LEED Project: This Project is a registered U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Project. Refer to Section 018113 Sustainable Design Requirements for requirements to obtain LEED Rating.~~

PART 3 - PRODUCTS - Not Used

PART 4 - EXECUTION - Not Used

END OF SECTION 011000

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SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- ~~A. Cash allowances.~~
- ~~B. Contingency allowances.~~
- ~~C. Testing and inspection allowances.~~
- D. Schedule of Values.
- E. Application for Payment.
- F. Change procedures.
- G. Defect assessment.
- H. Unit prices.
- I. Alternates.

~~1.2 CASH ALLOWANCES~~

- ~~A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.~~
- ~~B. Costs Not Included in Cash Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.~~
- ~~C. Engineer Responsibilities:~~
 - ~~1. Consult with Contractor for consideration and selection of products [suppliers] [and] [installers].~~
 - ~~2. Select products in consultation with Owner and transmit decision to Contractor.~~
 - ~~3. Prepare Change Order.~~
- ~~D. Contractor Responsibilities:~~
 - ~~1. Assist Engineer in selection of products, suppliers [, and installers].~~
 - ~~2. Obtain proposals from suppliers [and installers] and offer recommendations.~~

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- ~~3. Upon notification of selection by [Engineer] [Owner], execute purchase agreement with designated supplier [and installer].~~
- ~~4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.~~
- ~~5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.~~

~~E. Differences in costs will be adjusted by Change Order.~~

~~F. Allowance Schedule:~~

- ~~1. Section < >: Include the stipulated sum of \$ < > for purchase and delivery of < >. Installation costs are included in Contract Sum/Price and not in allowance.~~
- ~~2. Section < >: Include the stipulated sum of \$ < > for installation of < >.~~
- ~~3. Section < >: Include the stipulated sum of \$ < > for purchase, delivery, and installation of < >.~~
- ~~4. Section < >: Include the unit price of \$ < > per < > for purchase, delivery, and installation of < >.~~

~~1.3 CONTINGENCY ALLOWANCES~~

- ~~A. Include in Contract a stipulated sum/price of \$ < > for use upon Owner's instruction as a contingency allowance.~~
- ~~B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.~~
- ~~C. Funds will be drawn from contingency allowance only by Change Order.~~
- ~~D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.~~

~~1.4 TESTING AND INSPECTION ALLOWANCES~~

~~A. Costs Included in Testing and Inspecting Allowances:~~

- ~~1. Cost of engaging testing and inspecting agency.~~
- ~~2. Execution of tests and inspecting.~~
- ~~3. Reporting results.~~

~~B. Costs Not Included in Testing and Inspecting Allowance but Included in Contract Sum/Price:~~

- ~~1. Costs of incidental labor and facilities required to assist testing or inspecting agency.~~
- ~~2. Costs of testing services used by Contractor separate from Contract Document requirements.~~

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3. ~~Costs of retesting upon failure of previous tests as determined by Engineer.~~

C. ~~Payment Procedures:~~

1. ~~Submit [one copy] [< >] copies of inspecting or testing firm's invoice with next Application for Payment.~~
2. ~~Pay invoice upon approval by Engineer.~~

D. ~~Testing and Inspecting Allowance Schedule:~~

1. ~~Include sum of \$ < > for payment of [testing] [inspecting] laboratory services specified in Section [014000 - Quality Requirements] < >.~~

***** [OR] *****

2. ~~Include sum of \$ < > for testing concrete specified in Section [033000 - Cast-in-Place Concrete] < >.~~
3. ~~Include sum of \$ < > for testing structural welds specified in Section [051200 - Structural Steel Framing] < >.~~
4. ~~Include sum of \$ < > for testing, adjusting, and balancing [mechanical system] < > equipment specified in Sections < >, < >, [and] < >.~~
5. ~~Include sum of \$ < > for testing compacted soils specified in Section [312316 - Excavation] < >.~~

E. ~~Differences in cost will be adjusted by Change Order.~~

1.5 SCHEDULE OF VALUES

- A. Submit [printed] [electronic file to Project website of] schedule on [AIA G703 - Continuation Sheet for G702] [Progress Estimate schedule on EJCDC C-620] [Contractor's standard form or electronic media printout will be considered for this use] < >.
- B. Submit Schedule of Values [in duplicate] [as electronic file to Project website] within [15] [20] < > days after date [of Owner-Contractor Agreement] [established in Notice to Proceed].
- C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify [Site mobilization,] [bonds and insurance,] [and] < >.
- D. Include in each line item amount of allowances as specified in this Section. [For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.]
- E. Include [separately from] [within] each line item, direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders with each Application for Payment.

1.6 APPLICATION FOR PAYMENT

- A. Submit [**three copies**] [<_____> copies] [electronic file to Project website] of each Application for Payment on [AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702] [AIA G736 - Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition and AIA G737 - Summary of Contractors' Applications for Payment, Construction Manager as Adviser Edition] [Contractor's electronic media driven form] [EJCDC C-620 - Contractor's Application for Payment] <_____>.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated <_____> construction schedule with each Application for Payment.
- D. Payment Period: [**Submit at intervals stipulated in the Agreement**] <_____>.
- E. Submit submittals with transmittal letter as specified in Section [013300 - Submittal Procedures] <_____>.
- F. Submit [**three**] <_____> copies of <_____> waivers requested by Owner.
- G. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section [013300 - Submittal Procedures] <_____>.
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Record Documents as specified in Section [017000 - Execution and Closeout Requirements] <_____>, for review by Owner, which will be returned to Contractor.
 - 4. Affidavits attesting to off-Site stored products.
 - 5. Construction Progress Schedule, revised and current as specified in Section [013300 - Submittal Procedures] <_____>.

1.7 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
 - 1. Use [AIA G716 - Request for Information] [CSI Form 13.2A - Request for Interpretation] <_____> for requesting interpretations.

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2. Engineer may respond with a direct answer on the Request for Interpretation form, [Clarification Notice] [CSI Form 13.3A Clarification Notice] <____>, [AIA G710 - Architect's Supplemental Instruction] [EJCDC C-942 - Field Order] <____>, or [Proposal Request] [AIA G709 - Work Changes Proposal Request] [CSI Form 13/6A - Change Order Request (Proposal)].
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on [AIA G710] [EJCDC C-942] <____>.
- E. Engineer may issue [Proposal Request] [AIA G709] [CSI Form 13/6A] [Notice of Change] including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change [with stipulation of overtime work required] [and] [with the period of time during which the requested price will be considered valid]. Contractor will prepare and submit estimate within <____> days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation [and a statement describing effect on the Work by separate or other Contractors].

***** [OR] *****

- ~~G. Document requested substitutions according to Section [012500 - Substitution Procedures] <____>.~~
- ~~H. Stipulated Sum/Price Change Order: Based on [Proposal Request] [AIA G709] [CSI Form 13/6A] [Notice of Change] and Contractor's [fixed] [estimated] [maximum] price quotation [or Contractor's request for Change Order as approved by Engineer].~~
- ~~I. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under [Construction Change Directive] [Work Directive Change]. Changes in Contract Sum/Price or Contract Time will be computed as specified for [Time and Material] [Force Account] Change Order.~~
- ~~J. [Construction Change Directive] [Work Directive Change]: Engineer may issue directive, on [AIA G714 - Construction Change Directive] [AIA G714CMA - Construction Change Directive, Construction Manager Adviser Edition] [EJCDC C-940 - Work Change Directive] <____> signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.~~
- ~~K. [Time and Material] [Force Account] Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.~~

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- ~~L. Maintain detailed records of Work done on **[time and material]** **[force account]** basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.~~
- ~~M. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.~~
- ~~N. Change Order Forms: **[AIA G701 - Change Order]** **[AIA G701/CMA - Change Order, Construction Manager - Adviser Edition]** **[EJCDC C-941 - Change Order]** \longleftrightarrow .~~
- ~~O. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.~~
- ~~P. Correlation of Contractor Submittals:
 - ~~1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.~~
 - ~~2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.~~
 - ~~3. Promptly enter changes in Record Documents.~~~~

1.8 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of **Engineer**, it is not practical to remove and replace the Work, **Engineer** will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be **adjusted to new sum/price** at discretion of **Owner**.
- D. Defective Work will be partially repaired according to instructions of **Engineer**, and unit sum/price will be **adjusted to new sum/price** at discretion of **Owner**.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of **Engineer** to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

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1.9 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section.
- C. Take measurements and compute quantities. **Engineer** will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on **Bid Form** are for Contract purposes only.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 - 2. When actual Work requires **10** percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
 - 1. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 3. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 4. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.
- H. Unit Price Schedule:
 - 1. Item31 – Gazebo
 - a. This bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the proposed gazebo as shown and detailed in the plans.
 - 2. Item 32 – Café Tables
 - a. This bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the proposed café tables as shown and detailed in the plans.
 - 3. Item 33 – New Electric Service
 - a. This bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the proposed electric service as shown and detailed in the plans and coordinated with the utility owner.
 - 4. Item 34 – Electric and Water Hookup

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- a. This bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the proposed water and electric hookup as shown and detailed in the plans.
5. Item 35 – Tie Into Existing Water
 - a. This bid item shall include all required labor, materials, equipment, and all other costs associated with tapping into the existing water line as shown and detailed in the plans.
6. Item 36 – Playground
 - a. This bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the proposed playground as shown and detailed in the plans.
7. Item 37 – Playground Mulch Surface
 - a. This bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the proposed playground mulch surface as shown and detailed in the plans.
8. Item 38 – Playground Landscape Fabric
 - a. This bid item shall include all required labor, materials, equipment, and all other costs associated with the installation of the proposed playground landscape fabric as shown and detailed in the plans.

1.10 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 1. Coordinate related requirements among Specification Sections as required.
 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. **Contract is** based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 016000 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within **30**days after date **established in Notice to Proceed**.
- B. Substitutions **may** be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.
 - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.

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5. Changes required in other Work.
6. Availability of maintenance service and source of replacement parts as applicable.
7. Certified test data to show compliance with performance characteristics specified.
8. Samples when applicable or requested.
9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation that **Contractor**:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner **and Engineer** for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

1. Submit requests for substitutions on **CSI Form 13.1A Substitution Request-After the Bidding/Negotiating Stage**.
2. Submit electronic copy of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
4. Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

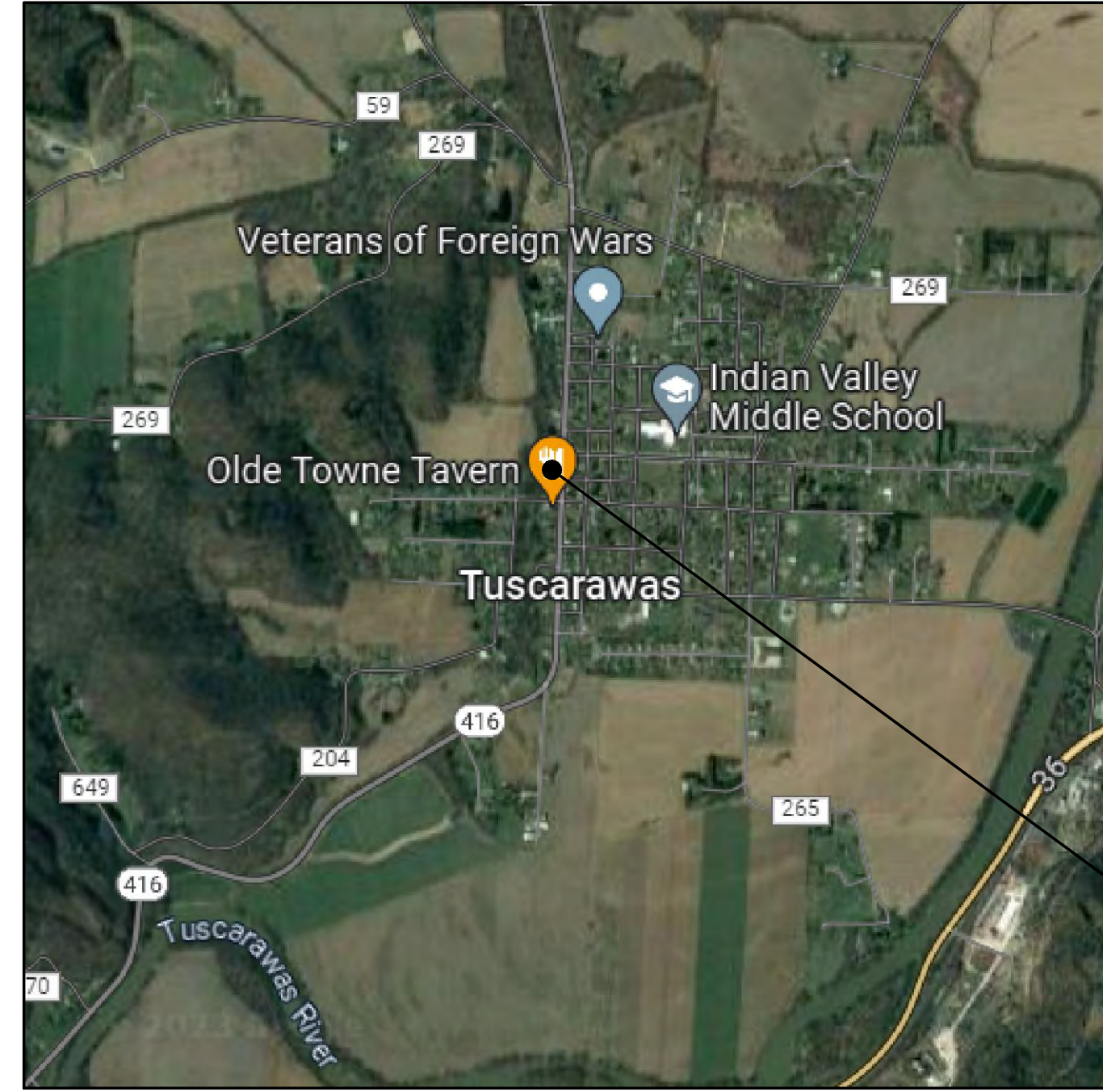
- A. Document C-200 - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012500

VILLAGE OF TUSCARAWAS, OHIO AREA MAP 2023



APPROXIMATE SITE LOCATION



VICINITY MAP SCALE
LAT LONG: 40.39746, -81.40773

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS

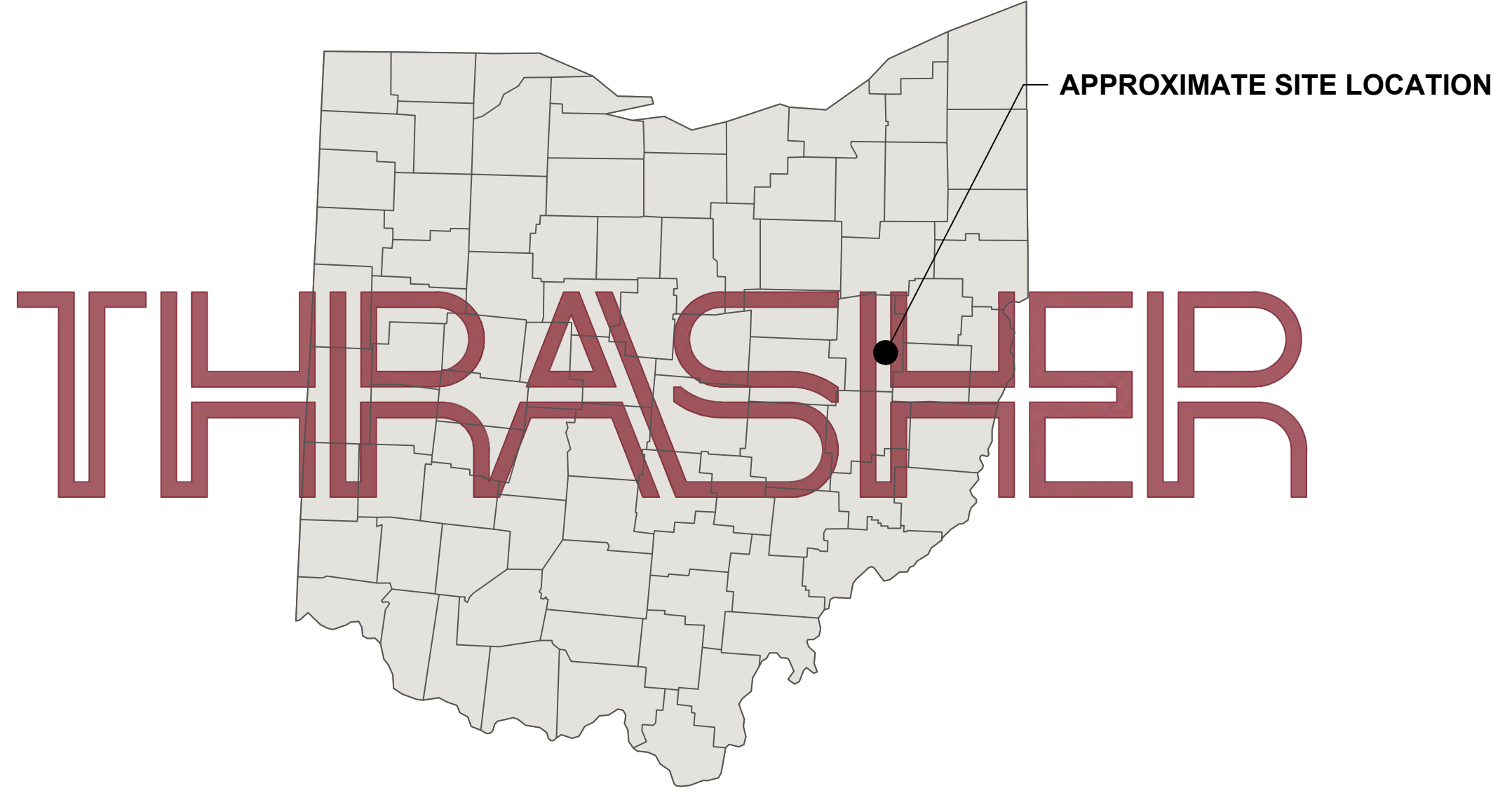
ISSUED FOR BID PLANS FOR THE FOOD TRUCK PARK

T30-11232

TUSCARAWAS, OHIO

MAY 2024

SHEET INDEX	
SHEET	DESCRIPTION
C1.0	COVER SHEET
C2.0	GENERAL NOTES
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	SITE PLAN
C5.0	GRADING & E&S PLAN
C6.0	UTILITY PLAN
C7.0	DETAILS
C7.1	DETAILS
C7.2	DETAILS
C7.3	DETAILS
C7.4	DETAILS

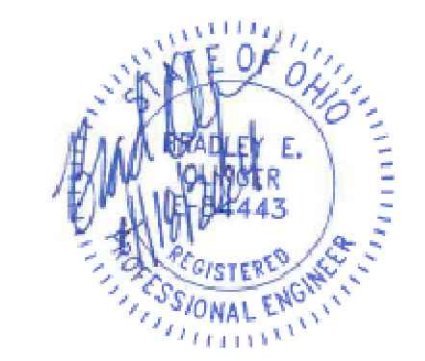


APPROXIMATE SITE LOCATION

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
PHONE: (300)-365-3240
ADDRESS: 125 EAST HIGH AVENUE
NEW PHILADELPHIA, OH 44663

CONTACTS

CLIENT'S CONTACT	CANTON, OH OFFICE	ENGINEER
D.J. MEEK VILLAGE ADMINISTRATOR (740)-922-4189	400 3RD ST. SE SUITE 309 CANTON, OH 44702 (330) 451-2042	THE THRASHER GROUP ATTN: BRAD OLINGER (330) 451-2042



BRAD OLINGER, OH P.E. #84443

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- ISSUED FOR PERMITS DATE: _____ BY: _____
- ISSUED FOR BID DATE: **04/18/24** BY: **BEO**
- ISSUED FOR CONSTRUCTION DATE: _____ BY: _____



CONTRACTOR SHALL NOTIFY THE ONE-CALL SYSTEM OF THE INTENDED EXCAVATION OR DEMOLITION NOT LESS THAN FORTY-EIGHT (48) HOURS IN ADVANCE OF A DIGGING ACTIVITY.
CALL811.COM/811-IN-YOUR-STATE

CAD FILE: R:\030\T30-11232-00 - Village of Tuscarawas - Food Truck Park\Drawing\PLOT SHEETS\T30-11232-COVER.dwg PLOT DATE/TIME: 5/21/2024 9:27 AM LAYOUT: COVER USER: scott m. doison