

GENERAL NOTES

1. REGULATIONS

All work must comply with applicable Federal, State, and local regulations in all respects.

All material and construction shall be in accordance with the latest revision of the City of Findlay Ohio Department of Transportation Standards and Specifications.

The CONTRACTOR shall be required to obtain all City of Findlay licenses and permits applicable to his work. Contact the City of Findlay Engineering Department at 419.424.7121 for license and permit requirements.

OSHA (Occupational Safety and Health Act) – The CONTRACTOR is solely responsible for following and enforcing OSHA requirements within the work limits of the project. The City takes no responsibility for the CONTRACTOR's actions or lack thereof.

2. ENGINEER

All references to the City, the State, the Director, the Engineer or the Inspector in the "State of Ohio, Department of Transportation, Construction and Material Specifications" (ODOT-CMS) manual or City of Findlay Specifications shall be considered references to the ENGINEER or his duly authorized representative.

3. PRECONSTRUCTION MEETING

Before any construction may begin, the CONTRACTOR is required to schedule and attend a preconstruction meeting with the City of Findlay Engineering Department. The CONTRACTOR must include the project superintendent and the project foreman. The meeting can be arranged by telephoning 419.424.7121. The pre-construction meeting shall be scheduled to occur at a minimum of 1 week prior to the start of any part of the work. The CONTRACTOR shall notify the ENGINEER of the intended schedule of work at least 48 hours in advance.

4. NOTIFICATIONS AND COMMUNICATIONS

The CONTRACTOR shall notify the ENGINEER of the intended schedule of work at least 2 full working days in advance. The CONTRACTOR and ENGINEER shall work together to notify residents and businesses at the work sites. It will ultimately be the responsibility of the CONTRACTOR to notify area business and residents on each respective street before work takes place. Residents must be notified two full working days prior to closing off any part of their drive approach. Advance notification is essential for the removal of parked cars and publication in the local newspaper. Two full working days are needed to establish temporary "No Parking" zones. All communications to the public and local safety forces shall be made through the Findlay Engineering Department. No work shall commence until proper notice is given to the area businesses, residents, and the City.

5. ESTIMATED QUANTITIES

The estimated plan quantities are for the purpose of competitive bidding and are not necessarily the final pay quantities. Final field measurements and calculations will determine the final quantity to be paid, unless otherwise specified in these General Notes.

6. PAY ESTIMATES

The CONTRACTOR and the City Inspector shall meet at the end of each working day to verify construction quantities that were installed for that day. If there is a discrepancy, the ENGINEER shall be notified immediately. All quantity disputes shall be resolved by the ENGINEER as soon as possible. Quantity disputes or changes shall not be accepted after work is complete on a particular item.

7. CONSTRUCTION WORK LIMITS

The proposed work area is defined by the right-of-way limits or private access agreements secured by the City. All work inside the right-of-way shall be considered part of the project, and shall be considered incidental to the project, even if not specifically referenced in the quantities. The CONTRACTOR may find that work must be done outside the work limits in order to complete the intent of the scope as shown. Said work shall also be considered incidental to the project and be paid for at the CONTRACTOR'S expense. Any disputes between a resident regarding work or damage on private property will be between the property owner and the CONTRACTOR. STAY OFF OF PRIVATE PROPERTY AT ALL TIMES during the project. In a separate bid item, the public right-of-way shall be staked to establish and clearly mark the boundaries of the project.

8. MATERIAL STORAGE

Prior to construction, the CONTRACTOR shall make arrangements for the storage of project materials and equipment. The material storage site location will be requested at the pre-construction meeting. Equipment and materials shall not be stored within the public right-of-way on any local streets. Equipment and materials on a public right-of-way shall be limited to those in use and stored within the construction zone for use on a particular day. If private property is to be used for storage, the CONTRACTOR is responsible for obtaining a Property Use Agreement from the property owner.

9. PROJECT AREA MAINTENANCE

The entire project area, including material storage areas shall be maintained in a safe, neat, and orderly manner at all times. At times when the CONTRACTOR is not on site, the ENGINEER shall notify the CONTRACTOR of any deficiency and said deficiency shall be remedied within a time period specified. The Findlay Street Department shall correct deficiencies not remedied in an acceptable time, and all time and materials will be billed to the CONTRACTOR. Particular attention shall be given to dust and dirt control in the streets, sidewalks, drives within the project limits, and on any haul roads leading to and away from the project that are used by the CONTRACTOR, subcontractors, and material suppliers. The CONTRACTOR shall provide the ENGINEER with "after hours" telephone contact numbers of an individual responsible for maintaining a safe, clean work area and for making emergency repairs.

The following methods of area maintenance shall be used:

- 1) An automatic self-contained mechanical sweeper with integral water spray and vacuum equipment or approved equivalent shall sweep the streets and haul roads at the ENGINEER'S discretion.
- 2) Excessive dirt on the pavement shall be removed by the means of hand shoveling or appropriate mechanical equipment and the area swept as in method (1) above.
- 3) Sidewalks and driveways shall be cleaned by means of shovels and hand brooms or approved mechanical equipment.
- 4) Reflective surfaces on construction equipment, barrels, cones, signs, or other devices shall be kept free of dirt, mud, and other obstructions.
- 5) Buildings and/or structures in the construction area shall be cleaned as directed by the ENGINEER.
- 6) All obstructions protruding from milled surfaced must be clearly marked out. This include, but not limited to, manhole castings, catch basins, water valves, etc.

The CONTRACTOR shall comply with these requirements on a daily basis. If the CONTRACTOR fails to perform the above work in a satisfactory manner, all work, except cleanup operations will be stopped immediately until the CONTRACTOR has complied with the above requirements to the ENGINEER's satisfaction.

10. INCIDENTAL ITEMS

Items that are necessary to complete the intended use of this project and are not specifically referenced or detailed are intended to be a part of these specifications. No separate payment will be made for these items. Limited examples of such incidental items may include saw-cutting, excavation, pipe removal, trench backfill, Fernco type couplers, insert-a-tees, testing, bends for service laterals, 3-inch blow-off assemblies, trench shoring, service taps/connections, solid sleeves, grading, verifying existing utilities depth/location, and other items required to facilitate construction.

11. MOBILIZATION

Unless it is specified, there will be no direct compensation for mobilization of equipment, plant, or personnel. These costs shall be included in the unit price bids.

12. MAINTAINING TRAFFIC

The CONTRACTOR shall maintain traffic per ODOT Item 614 and to the satisfaction of the ENGINEER. All work zone traffic control shall conform to the requirements of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). The design and operation of all work zone traffic control shall be the responsibility of the CONTRACTOR. All plans for road closures, lane restrictions or reductions shall be submitted a minimum of 2 weeks ahead of the expected work for review by the ENGINEER. It shall be the CONTRACTOR'S responsibility to determine if more than 2 weeks are needed for the ENGINEER'S review. A minimum of one-way traffic shall be maintained at all times, unless noted otherwise. Payment for Maintenance of Traffic shall be included in ODOT Item 614.

13. DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the ENGINEER.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawing or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or

ambiguities in writing. Work down by the contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

14. INSPECTION AND TESTING

All materials and equipment used in construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The ENGINEER shall provide all inspection and testing services not required by the Contract Documents.

The CONTRACTOR shall provide at his expense the testing and inspection services required by the Contract Documents.

If the contract Documents, laws ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR for his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The ENGINEER and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any work is covered contrary to the instructions of the ENGINEER, it must, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

If the ENGINEER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

On any project the ENGINEER may require the internal television inspection of existing sewer lines prior to construction and after construction is completed. Any damage caused by said construction shall be corrected by the contractor responsible for the damage, providing the damage is determined by the ENGINEER to have been caused by irresponsibility on the part of the CONTRACTOR.

15. SHOP DRAWINGS

The CONTRACTOR shall, at a minimum of 10 days prior to the commencement of construction, submit electronic copies to the ENGINEER of all shop drawings and submittals showing all material and equipment that is proposed to be provided.

The submitted shop drawings shall be drawn to scale and include all field measures, material and equipment specifications as well as any other information necessary for the ENGINEER'S review. An approved shop drawing does not relieve the CONTRACTOR from providing a complete working system as described in the Contract Documents. The CONTRACTOR shall not be permitted to install any material or equipment without an approved shop drawing for that particular material or equipment. Material or equipment installed without an approved shop drawing is done so at the CONTRACTOR'S sole risk and shall be subject to removal at no additional cost to the OWNER, if the ENGINEER determines the material or equipment is unacceptable or improperly installed.

16. AS-BUILT DRAWINGS

The CONTRACTOR shall be responsible for maintaining a complete set of construction drawings clearly marked to show all deviations from the approved plans. At completion of construction, the CONTRACTOR will provide the ENGINEER with a set of marked up "as-built" drawings. The CONTRACTOR for the project shall supply the ENGINEER a PDF with the completed "as-built" drawings, contact the City of Findlay Engineering Department for further details. Retainage will not be completely released until the ENGINEER has an approved set of As-Built Drawings.

17. VIDEO RECORD OF EXISTING CONDITIONS

Prior to the commencement of construction the CONTRACTOR shall provide the ENGINEER with a digitally recorded video record of the site conditions of the construction

area. The preconstruction video record shall be of sufficient detail to describe all existing site features and conditions including, but not limited to; roadway, sidewalk and driveway pavement, curbs, gutters, ditches, bridges, culverts, headwalls, landscaping, trees, signs, utility poles, mailboxes, street lights, catch basins, manholes, valve boxes, fire hydrants, fences and any other feature that may be affected by the work. Buildings shall be located by street address. The CONTRACTOR shall provide two (2) copies of the video record in DVD format to the ENGINEER a minimum of five (5) days prior to the commencement of construction. The DVD copies shall be provided in a non-proprietary format that can be read by current standard DVD players. All discs and cases provided to the ENGINEER shall bear the following information; NAME OF PROJECT, PROJECT NO, NAME OF CONTRACTOR, NAME OF VIDEO RECORDING SERVICE, and DATE OF RECORDING.

A continuously running time digital stamp shall be provided on the video record to prevent tampering. The digital stamp shall indicate the date, time (hh:mm:ss), direction of travel and stationing (xx+xx) of the recording. The digital stamp shall be recorded simultaneously with the video and audio tracks of the video record. The video record shall consist of one (1) video track and two (2) audio tracks. One audio track shall be recorded by the camera operator describing the features being recorded. The other audio track shall describe features not readily visible to the camera operator such as the relative elevation of objects being recorded.

The CONTRACTOR shall utilize a professional video recording service specializing in the preparation of municipal project preconstruction video records at the CONTRACTOR'S expense. When filming from a wheeled vehicle, the distance from the lens to the surface shall not be less than 12 feet to insure adequate perspective.

18. UNDERGROUND UTILITIES

The locations of the underground utilities shown on the plans are obtained from the owners of the utility. No guarantee of accuracy of these utilities is made.

18.1 Existing Site Conditions – It is the CONTRACTOR'S responsibility and obligation to become familiar with the existing soil and pavement conditions beyond the information provided. Bidders may access records of the Findlay Engineering Department, Water Distribution Department, Sewer Maintenance Department, or any other sources that may be of value. The City and/or any of its employees cannot be held liable for information shared with prospective bidders. No compensation will be made for claims due to the existing conditions.

18.2 Existing Utilities –Existing underground and aboveground utility information is a representation of the best available information at the time of plan preparation. This information was gathered from record drawings as well as actual field survey locations. The City makes no guarantees as to its completeness or accuracy. The CONTRACTOR shall field verify utility locations prior to starting construction. Utilities crossing any part of the project area shall be exposed prior to beginning construction in order to identify size, location, and depth and to ensure that the proposed construction will not conflict with existing utilities. Use of pipe fittings to avoid existing utilities will not be permitted for gravity sewers. If relocation of utilities is required to complete the proposed work, coordination of utility relocation shall be the responsibility of the CONTRACTOR. Construction delays, extra materials, or work resulting from the CONTRACTOR'S failure to pre-identify utility conflicts shall not result in additional cost to the City. Under no circumstances shall relocation of gravity sanitary sewers, storm sewers, or waterlines be considered an acceptable option without prior written consent from the City. A set of construction plans will be sent to the respective utility companies for their review and comment prior to the pre-construction meeting.

19. UTILITIES NOTIFICATION

At least three (3) working days prior to commencing construction operations the CONTRACTOR shall notify the ENGINEER, the Ohio Utilities Protection Service (1-800-362-2764), and the owners of each underground utility facility shown in the plans.

The owner of the underground utility facility shall, within seventy-two (72) hours, excluding Saturdays, Sundays, and legal holidays after notice is received, stake, mark or otherwise designate the location of the underground utility facilities in the construction area in such a manner as to indicate their course together with the approximate depth at which they were installed. The marking or locating shall be coordinated to stay approximately two (2) days ahead of the planned construction.

20. PROTECTION OF EXISTING UTILITIES

All utilities encountered shall be properly supported, shored or otherwise protected whenever exposed in an excavation as approved by the ENGINEER. Such supports, shoring or other measures shall be provided by the CONTRACTOR at no additional cost to the OWNER. The ENGINEER reserves the right to require signed and sealed engineering design calculations for the supports, shoring or other measures provided by the CONTRACTOR.

SCALE: NONE

CITY OF FINDLAY
GENERAL NOTES

CITY OF FINDLAY
ENGINEERING
DEPARTMENT



SHEET 1

OF 2

GENERAL NOTES

21. RESTORATION OF EXISTING UTILITIES

Wherever existing power, telephone, gas or other utilities require relocation, the work shall be done by others. The CONTRACTOR shall be responsible for repairing any utilities damaged during construction.

22. EMBANKMENT CONSTRUCTION

Where necessary to construct pavement subgrade in fill, the CONTRACTOR shall remove all topsoil beneath the proposed pavement and include the cost of removal in the lump sum bid for Item 201, Clearing and Grubbing.

23. TRENCH BACKFILL

Trench backfill may be compaction tested. Trench backfill beneath pavements shall be mechanically compacted in 6-inch lifts to obtain 98% of the maximum dry density as determined by the Modified Proctor Test (ASTM D698). In order to achieve desired compaction, backfill materials shall be within 2% of the optimum moisture content. Backfill material shall not be frozen or placed on a frozen base. Backfill pushed or end-dumped into the trench several feet at a time will not be accepted. Backfill not meeting these requirements shall be removed and replaced at the CONTRACTOR'S expense.

24. TRENCH MAINTENANCE

At all times during the progress of the work, and until the release from his guarantee by the CITY, the CONTRACTOR shall maintain all backfilled trenches. Any settlement that occurs during such time shall be filled immediately. All trenches in paved areas that are to be subsequently repaved shall be temporarily filled with cold patch materials; if said trenches will not be repaved within 7 calendar days of backfilling the trench.

25. EXISTING STORM SEWERS

All existing storm sewers and subsurface drainage or field tile damaged or interfered with during construction shall be replaced with new pipe matching the existing sewer or of a material approved by the ENGINEER. Removed pipe shall not be reused unless approved by the ENGINEER. The replaced pipe shall be installed with proper bedding and backfill and shall be installed to match the grade and size of the existing sewer. Fernco adapters shall be used at all joints connecting new sewer pipe to the existing sewer pipe. The CONTRACTOR is cautioned to use the greatest care when working around existing sewer lines of any type which are exposed in trenching for a proposed utility. Payment for this work shall be included in the appropriate item that interferes with the storm sewer.

26. MAINTENANCE OF FLOW

Where existing sewers are encountered and are interfered with, flow shall be maintained. Sewage or other liquid must be handled by the CONTRACTOR either by connection into other sewers (with the approval of the ENGINEER) or by temporary pumping to a satisfactory outlet. Sewage or other liquid shall not be pumped, bailed, or flumed over the street or onto any surface.

27. WATER SUPPLY

Refer to the City of Findlay water rates and information if needed for this project. Any water needed by use of an existing fire hydrant must be approved by the ENGINEER in advance. If approved, a temporary meter/back flow preventer MUST be coordinated and installed by the Findlay Water Distribution Department. No hydrants shall be accessed without prior approval by the ENGINEER.

28. EXCAVATION DEWATERING

The CONTRACTOR shall provide, at their expense, adequate facilities for prompt and continuous removal of water from all excavations where necessary. The CONTRACTOR shall provide ample means and devices (including spare units ready for immediate use in case of breakdowns) with which to remove promptly and dispose properly of all water entering trenches and other excavations. Such excavations shall be kept dry until structures, pipes, and appurtenances to be constructed therein have been completed to such an extent that they will not be floated or otherwise damaged. All water pumped from the excavation shall be disposed of in a suitable manner (not into the sanitary or combined sewer system) without interference to other work, damage to pavements, other surfaces, or property.

29. LOAD TICKETS

All aggregate and asphalt delivery ticket copies shall be given to the on-site ENGINEER at the time of delivery. All tickets shall be referenced (#'s to be determined) and tracked under the appropriate item description. All asphalt tickets shall include the approved IMF#. No unapproved materials shall be used on this project.

30. HAUL ROUTES

CONTRACTOR shall obtain approval from the ENGINEER for the use of local streets and roads as haul routes. All hauling must comply with established legal load limits and all State

and local traffic and vehicular laws. State and federal routes shall be used wherever possible.

31. DISPOSAL OF EXCAVATED MATERIALS

The CONTRACTOR shall not dispose of any excavated material on the project site or anywhere within the 100-year flood zone. At the time of the pre-construction meeting or prior to beginning construction, the CONTRACTOR shall disclose to the ENGINEER, in writing, the location of the proposed excavated materials disposal site. If it is determined that the CONTRACTOR is not in compliance with this specification, a Stop Work Order shall be issued by the ENGINEER. The CONTRACTOR shall not be permitted to complete any additional work until the situation has been rectified. In addition, the CONTRACTOR shall pay liquidated damages in the amount of \$1,000 per day during which time the CONTRACTOR is not in compliance with this specification. Liquidated damages shall begin on the day the Stop Work Order is issued and shall not be pro-rated.

32. EXISTING SURVEY POINTS

Any monument, bench mark, control point, property corner stake, pin, or marker damaged or disturbed by construction shall be replaced by a registered land surveyor at the expense of the CONTRACTOR. Should the CONTRACTOR fail to properly restore these points after 21 days, the OWNER will restore them at the CONTRACTOR'S expense.

33. SITE RESTORATION

All areas shall be returned to the grade and condition existing prior to the commencement of work within 30 days of disturbance of the area unless approved otherwise by the ENGINEER. This includes pavement replacement.

34. REPLACEMENTS

Where any pavements, driveways, parking areas, curbs, gutters, berm stone, sidewalks, water lines, gas lines, sewers, manholes, catch basins, drains, field tile, conduit pipes, cables, poles, or other existing facilities are removed or otherwise disturbed in completing this Contract shall be replaced in as good a condition or better than prior to construction, whether shown on the plans or not, at the expense of the CONTRACTOR and to the approval of the utility owner. Any material broken or disturbed to such an extent as to require replacement shall be replaced with new material at the expense of the CONTRACTOR.

35. TREES, BUSHES AND SHRUBS

Trees and bushes which are in the immediate vicinity of the construction route and the complete destruction of which cannot be prevented, despite extreme care on the part of the CONTRACTOR, shall be removed and disposed of by the CONTRACTOR with prior approval from the Findlay Engineering Department. The Findlay Engineering Department shall be consulted and permission obtained prior to the removal of any tree or bush not specifically called out on the plans. The CONTRACTOR shall consult the ENGINEER well in advance of pipe laying concerning such removals. Removal shall include stumps and roots to a minimum of 12 inches below finished grade. After stump removal, loose wood chips shall be excavated and hauled from the site and the remaining void shall be filled with topsoil.

Trees, tree limbs, and bushes located such that equipment of the CONTRACTOR may cause damage during construction shall be carefully trimmed and shaped by a contractor that derives a majority of its annual income from arboricultural and/or nursery work and whose employees are highly trained and skilled in tree work. Trees and bushes, other than those whose removal is approved by the ENGINEER, which are destroyed or damaged to the extent that their continued life is impaired, shall be replaced by the CONTRACTOR at their expense and to the satisfaction of the ENGINEER and adjacent property owner(s).

36. SEEDING, MULCHING AND TOPSOIL

All areas disturbed by construction and not paved with some other material shall be seeded, mulched, and fertilized according to Item 659 of the ODOT Construction and Material Specifications, latest edition or as modified by these specifications. All areas disturbed by construction between March 15 and October 15 shall be permanently seeded within thirty (30) days, but no later than October 15 unless otherwise approved by the ENGINEER and OWNER. All areas disturbed by construction between September 16 and March 14 shall be stabilized in accordance with Item 207 of ODOT Construction and Materials Specifications and permanently seeded after March 15 as soon as weather permits.

All seeded areas shall have a minimum of 4" of topsoil as specified and prepared in accordance with ODOT Item 653. Topsoil shall be placed and tested per ODOT Item 659 of the ODOT Construction and Material Specifications, latest edition and shall be raked free of rocks and clods.

In no case shall the restored seed bed topsoil be of less depth than was present prior to construction. All topsoil and seed must be approved by the OWNER prior to placement.

The CONTRACTOR shall be responsible for backfilling, reseeding and re-fertilizing any trench areas that may settle after the permanent seeding is completed for the warranty time period specified in the general conditions of the contract documents.

All open areas between any edge of pavement and the right-of-way shall be seeded in grass regardless of its existing material (unless noted by the ENGINEER). If stone, asphalt, or other non-vegetated areas exist after re-grading, it shall be removed and replaced with suitable topsoil and seeded. This activity shall be included in this bid item.

After the topsoil has been applied and leveled as Item 652/653 specifies, all areas to be seeded shall be given an application of an approved commercial fertilizer, applied at a rate of no less than 20 pounds per 1000 square feet. The fertilizer shall be obtained from a dealer or manufacturer whose brands and grades are registered or licensed by the Ohio Department of Agriculture. Immediately prior to seeding, the area shall be raked sufficiently to thoroughly mix the fertilizer with the topsoil.

Seed used in grass areas shall have the following mixture ODOT Residential "Lawn" Seed Mixture:

Pure Seed Type		Percent by Weight
Kentucky Bluegrass	30	80% Germination
Creeping Red Fescue	30	90% Germination
Perennial Ryegrass	20	85% Germination
Annual Ryegrass	20	90% Germination

If the disturbed lawn area is of better quality than the specified seed will produce, as determined by the ENGINEER, the CONTRACTOR shall furnish seed for these specific lawns that will produce a lawn of equal quality. The extra cost for the better quality seed shall be the actual invoice price differential between the seeds. Only unmixed seeds shall be purchased unless certified as to quality and mixture. All mixing shall be done at the project site from original packages.

For all seeded areas, any spots that do not show a prompt germination shall be reseeded at intervals of 21 days, which shall continue until a good growth is established over the entire seeded area. The methods pursued in the renewal or replacement of lawn areas shall be as herein specified. It shall be the CONTRACTOR'S responsibility to provide a good stand of grass. Necessary reseeding as specified above shall be at the CONTRACTOR'S expense.

It shall be the CONTRACTOR'S responsibility to prevent and or remove any weed growth that occurs prior to seeding or before full grass growth as required by the ENGINEER.

The CONTRACTOR shall expect that the ENGINEER will withhold payment for this item until grass growth is satisfactory as specified herein. Payment will be per SY and only be limited to the right-of-way limits as shown on the plans. Any areas on private property that need grading/seeding as a result of this project shall be done at the CONTRACTOR'S expense, unless it was completely unavoidable due to construction, thus it will need prior approval from the ENGINEER in that specific area for payment.

37. CONNECTING TO/OR CROSSING EXISTING UTILITIES

Where the plans provide for proposed conduit to be connected to, or to cross over or under an existing utility; it shall be the responsibility of the CONTRACTOR to locate the existing utility to verify line, grade, and material before ordering materials necessary to complete the work and laying the proposed conduit. [When connecting to an existing manhole, all pipe penetrations shall be shock absorbent and shear resistant, designed to prevent any direct contact between the pipe and manhole and shall provide a watertight seal connection between the pipe barrel and manhole structure with the pipe deflected up to 12-degrees in any direction. The flexible joints shall be A-Lok, Kor-N-Seal, Press Wedge II or Approved equal.]

38. CHANGES IN THE WORK

The ENGINEER may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The ENGINEER may also, at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the ENGINEER unless the CONTRACTOR believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the ENGINEER Written Notice thereof within ten (10) consecutive days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in Contract Price or Time within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the ENGINEER.

39. CONTRACT CHANGE ORDER

All changes which affect the cost of the construction of the project must be authorized by means of a Contract Change Order. The contract Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes should be

recorded on a Contract Change Order as they occur so that they may be included in a partial payment estimate.

The value of any Work covered by a Change Order of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in order of procedure listed below:

- (a) Unit prices previously approved
- (b) An agreed lump sum

40. CONFLICT RESOLUTION

Claims or disputes that may arise between the CONTRACTOR and the ENGINEER shall be resolved according to the following:

Good faith negotiation. The Parties agree that, before resorting to any formal dispute resolution process, they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship. Party-principals agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives Notice (as described below) of the particular issue to begin these negotiations and fifteen (15) days from the Notice to complete these negotiations concerning the dispute.

Mediation. If the negotiations do not take place within the time provided in above, or if the negotiations do not conclude with a mutually agreed upon solution within that timeframe, or an agreed-upon extension, the Parties agree to mediate the dispute. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have forty-five (45) calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated above). The Parties agree that any mediated settlement agreement may be converted to an arbitration award of judgment (or both) and enforced according to the governing rules of civil procedure. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship.

Arbitration. If the mediation provided for above does not conclude with an agreement between the Parties, the Parties agree to submit the dispute to binding arbitration. If the Parties cannot agree on an arbitrator, the person who served as mediator above shall select the person to serve as arbitrator from a list compiled by the Parties or, where the Parties do not compile a list, from a list maintained by a bona fide dispute resolution service provider or private arbitrator. The arbitrator's award prepared by the arbitrator shall be final, binding and may be converted to a judgment by a court of competent jurisdiction upon application by either party. The arbitrator's award shall be a written, reasoned opinion (unless the reasoned opinion is waived by the Parties). The Parties shall have ten (10) business days from the termination of the mediation to appoint the arbitrator and shall complete the arbitration hearing within six (6) months from the termination of the mediation. The arbitrator shall have the authority to control and limit discovery sought by either party. The arbitrator shall have the same authority as a court of competent jurisdiction to grant equitable relief, and to issue interim measures of protection, including granting an injunction, upon the written request with notice to the other party and after opposition and opportunity to be heard. The arbitrator shall take into consideration the Parties' intent to limit the cost of and the time it takes to complete dispute resolution processes by agreeing to arbitrate the dispute.

Costs. The Parties agree to share the mediator's and arbitrator's fees equally. If the dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs.

Attorney's Fees. The prevailing party in any arbitration may, in the arbitrator's discretion, be entitled to an award of attorney's fees incurred in arbitrating the dispute.

Notice of Dispute. The Notice required under above shall be in writing. It shall provide sufficient details of the dispute to apprise the other party of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and where unsuccessful, mediation. The date of delivery of the Notice shall be the triggering date upon which the time deadlines are calculated.

SCALE: NONE

CITY OF FINDLAY
GENERAL NOTES

CITY OF FINDLAY
ENGINEERING
DEPARTMENT



SHEET 2

OF 2

GENERAL NOTES