

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

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

WITNESSETH:

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

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

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

I. Representations of the Owner.

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

- a. The description of the proposed project and project area hereinafter referred to as the "project" is:

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

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

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

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

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

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

NAME (Please Print)	STREET ADDRESS	LOT(s) NO.	FRONTAGE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

II. Responsibilities of the Parties.

The parties hereto agree and covenant that each shall undertake the following responsibilities:

- a. The City, upon the compliance by all other parties hereto with the various requirements of Chapters 905, 907, and 919, as well as any other applicable chapters or sections of the Codified Ordinances of the City of Canton, shall:
  - i. Cause the removal of existing sidewalks, curbs, or combined curbs and gutters within the project area. Such removal shall be coordinated with the Owner's Contractor so as to facilitate the orderly commencement of the project thereby promoting the least amount of disruption to existing foot and street traffic.
  - ii. Inspect the project from time to time to insure that all engineering, staking, grading, drainage, materials and construction meet or exceed City Code requirements and standards. A failure of the project to meet such requirements or standards at any time shall be promptly reported to the Contractor.
- b. The Owners shall:
  - i. Independently, and in their own capacity, contract directly with the Contractor, in writing, for the installation and completion of their sidewalks, curbs or combined curbs and gutters.
  - ii. Pay 100% of the contract amount to the Contractor upon satisfactory completion of the project

- c. The Contractor shall:
  - i. Comply with all applicable laws and ordinances in existence at the time of the commencement and completion of the project including, but not limited to Chapters 905, 907, and 919 of the Codified Ordinances of the City of Canton.
  - ii. Pay permit fees as may be required by the City for the project.
  - iii. Procure from the City such approval of plans, specifications, materials, grades and drainage as either may require and to complete the project in accordance with the same.
  - iv. Enter into contract, in writing, with the Owner for the installation and completion of the sidewalks, curbs or combined curbs and gutters.

### III. General Covenants.

- a. The Owner and Contractor hereby agree to perform and complete all work associated with the project to the City's specifications, to obtain approval from the City Engineer for all plans, specifications, materials and grades associated with the project and to comply with all requirements contained in Chapters 905, 907, and 919 of the Codified Ordinances of the City of Canton, as well as any other applicable requirements of the City Code. The City of Canton shall not be liable in any respect for the quality and durability of the work and material used by the contractor for the project.
- b. The Owner and Contractor shall be responsible for negotiating with any utility companies for the relocation of any utilities affected by the project. The Owner shall further hold the City free and harmless from any expenses associated with the relocation of any such utilities.
- c. The Owner and Contractor hereto agree to hold free and harmless the City of Canton, its elected officials, agents and employees from any and all expenses, liabilities, damages or injuries to persons or property arising out of or in any way associated with the performance of the terms and conditions of this Contract or any other work or activity in furtherance of the same.

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

OWNER(S):

_____	_____
_____	_____
_____	_____
_____	_____

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

CONTRACTOR:

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

BY: \_\_\_\_\_

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

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

CITY:

CITY OF CANTON

BY: \_\_\_\_\_

TITLE: Director of Public Service

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Canton Law Director

7-27-01  
Date