A PRECONSTRUCTION CONFERENCE SCHEDULED BY THE CITY OF EASTLAKE ENGINEER SHALL BE HELD PRIOR TO ANY WORK STARTING. IN ADDITION, THE CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE TO THE EASTLAKE CITY ENGINEER AND THE LAKE COUNTY SANITARY ENGINEER PRIOR TO BEGINNING WORK TO ARRANGE FOR INSPECTION.

THE STANDARD SPECIFICATIONS OF THE OHIO DEPARTMENT OF TRANSPORTATION, 1997 EDITION, INCLUDING ALL SUPPLEMENTAL SPECIFICATIONS AND DRAWINGS, SHALL GOVERN THIS PROJECT. FOR PURPOSES OF THIS PLAN, REFERENCES TO DIRECTOR OR ENGINEER SHALL BE CONSTRUED TO MEAN THE EASTLAKE CITY ENGINEER AND/OR HIS REPRESENTATIVE.

ALL WORK CONTEMPLATED SHALL BE GOVERNED BY THE RULES, REGULATIONS AND SPECIFICATIONS OF THE CITY OF EASTLAKE ENGINEER AND THE LAKE COUNTY SANITARY ENGINEER AND AT ALL TIMES BE SUBJECT TO THEIR DIRECT

ALL WORK CONTEMPLATED UNDER THIS CONTRACT SHALL COMPLY WITH THE U.S. DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ACT.

## MATERIAL TESTING AND PERMITS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL MATERIAL AND EQUIPMENT TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THIS PROJECT.

THE EXECUTED PROJECT CONTRACT SHALL SERVE TO FULFILL THE CITY OF EASTLAKE'S PERMITTING REQUIREMENTS.

## UTILITES

THE LOCATION OF ALL EXISTING UTILITY FACILITIES ARE SHOWN ON THE PLANS FROM DATA AVAILABLE AT THE TIME OF THE FIELD SURVEY IN ACCORDANCE WITH SECTION 153.64 OF THE OHIO REVISED CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF THE EXISTING UTILITY OWNERS AND UTILITY PROTECTION SERVICE LISTED BELOW IN ACCORDANCE WITH SECTION 154.64 OF THE ORC AND AS OUTLINED IN THE PROJECT SPECIFICATIONS.

THE UTILITY OWNERSHIPS ARE AS FOLLOWS:

STORM AND SANITARY CITY OF EASTLAKE 35150 LAKESHORE BLVD. EASTLAKE, OHIO 44095 PHONE: (440) 951-1416

THE EAST OHIO GAS CO. 1201 EAST 55TH STREET CLEVELAND, OHIO 44101-0759 PHONE: (216) 736-6675

LAKE CO. DEPT. OF UTILITIES 105 MAIN ST. PAINSVILLE, OHIO 44077 PHONE: (440) 350-2735

ILLUMINATING CO. 4141 ROCKSIDE RD., SUITE 110-B SEVEN HILLS, OHIO 44131 PHONE: (216) 520-9579

MEDIA ONE 7820 DIVISION DRIVE MENTOR, OHIO 44060 PHONE: (440) 974-3401

<u>TELEPHONE</u> AMERITECH 15915 LIBBY RD., #100 MAPLE HTS., OHIO 44137 PHONE: (216) 587-4630

THE OWNER OF THE UNDERGROUND UTILITY FACILITY SHALL, WITHIN 48 HOURS, EXCLUDING SATURDAY, 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.

# CONTRACTORS RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

AT POINTS WHERE THE CONTRACTOR'S OPERATIONS ARE ADJACENT TO PROPERTIES OF TELEGRAPH, TELEPHONE AND POWER COMPANIES, OR ARE ADJACENT TO OTHER PROPERTY, DAMAGE TO WHICH MIGHT RESULT IN CONSIDERABLE EXPENSE, LOSS, OR INCONVENIENCE, WORK SHALL NOT BE COMMENCED UNTIL ALL ARRANGEMENTS NECESSARY FOR THE PROTECTION THEREOF HAVE BEEN MADE.

THE CONTRACTOR SHALL COOPERATE WITH THE OWNERS OF ANY UNDERGROUND OR OVERHEAD UTLITY LINES IN THEIR REMOVAL AND REARRANGEMENT OPERATIONS IN ORDER THAT THESE OPERATIONS MAY PROGRESS IN A REASONABLE MANNER, THAT DUPLICATION OF REARRANGEMENT WORK MAY BE REDUCED TO A MINIMUM, AND THAT SERVICES RENDERED BY THOSE PARTIES WILL NOT BE UNNECESSARILY INTERRUPTED.

IN THE EVENT OF INTERRUPTION TO UNDERGROUND OR OVERHEAD UTILITY SERVICES AS A RESULT OF ACCIDENTAL BREAKAGE OR AS A RESULT OF BEING EXPOSED OR UNSUPPORTED, THE CONTRACTOR SHALL IMMEDIATELY ALERT THE OCCUPANTS OF NEARBY PREMISES AS TO ANY EMERGENCY AND/OR INTERRUPTION OF SERVICE THAT THE CONTRACTOR MAY CREATE OR DISCOVER AT OR NEAR SUCH PREMISES. THE CONTRACTOR SHALL THEN NOTIFY THE ENGINEER AND THE OWNER OR OPERATOR OF THE UTILITY FACILITY OF THE DISRUPTION AND SHALL COOPERATE WITH SAID UTILITY OWNER OR OPERATOR IN THE RESTORATION OF SERVICE. IF WATER SERVICE IS INTERRUPTED, REPAIR WORK SHALL BE CONTINUOUS UNTIL THE SERVICE IS RESTORED. NO WORK SHALL BE UNDERTAKEN AROUND FIRE HYDRANTS UNTIL PROVISIONS FOR CONTINUED SERVICE HAVE BEEN APPROVED BY THE LOCAL FIRE AUTHORITY.

# SUBSURFACE INVESTIGATIONS

IT IS THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO MAKE HIS OWN INVESTIGATION OF SUBSURFACE CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. NO SUBSURFACE SOIL INVESTIGATIONS OR BORINGS WERE PERFORMED FOR THIS PROJECT TO DATE.

# USE OF PRIVATE PROPERTY

THE CONTRACTOR CAN USE PRIVATE PROPERTY FOR THE STORAGE OF EQUIPMENT AND MATERIALS ONLY WITH A WRITTEN AGREEMENT WITH THE PROPERTY OWNER. THE CONTRACTOR SHALL PROVIDE THIS AGREEMENT TO THE ENGINEER PRIOR TO ANY USE OF PRIVATE PROPERTY.

# PROTECTION AND RESTORATION OF PROPERTY

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL PUBLIC AND PRIVATE PROPERTY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE OR INJURY TO PROPERTY AND/OR PERSONS DURING THE PROSECUTION OF THE WORK, RESULTING FROM ANY ACT, OMISSION, NEGLECT OR MISCONDUCT IN HIS MANNER OR METHOD OF EXECUTING THE WORK, OR AT ANY TIME DUE TO DEFECTIVE WORK OR MATERIALS, AND SAID RESPONSIBILITY WILL NOT BE RELEASED UNTIL THE PROJECT SHALL HAVE BEEN COMPLETED AND ACCEPTED.

DUST NUISANCE ORIGINATING FROM ANY OPERATIONS EITHER INSIDE OR OUTSIDE THE RIGHT-OF-WAY SHALL BE CONTROLLED BY THE CONTRACTOR IN ACCORDANCE WITH LOCAL ORDINANCES AND REGULATIONS AT THE SOLE EXPENSE OF THE

WHEN OR WHERE ANY DIRECT OR INDIRECT DAMAGE OR INJURY IS DONE TO PUBLIC OR PRIVATE PROPERTY BY OR ON ACCOUNT OF ANY ACT, OMISSION, NEGLECT OR MISCONDUCT IN THE EXECUTION OF THE WORK, OR IN CONSEQUENCE OF THE NONEXECUTION THEREOF BY THE CONTRACTOR, HE SHALL RESTORE, AT HIS OWN EXPENSE, SUCH PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING BEFORE SUCH DAMAGE OR INJURY WAS DONE BY REPAIRING, REBUILDING OR OTHERWISE RESTORING AS MAY BE DIRECTED, OR SHALL MAKE GOOD SUCH DAMAGE OR INJURY IN AN ACCEPTABLE MANNER.

WHEN MAIL BOXES, ROAD OR STREET NAME SIGNS AND SUPPORTS INTERFERE WITH CONSTRUCTION, THE CONTRACTOR SHALL REMOVE AND ERECT THEM IN A TEMPORARY LOCATION DURING CONSTRUCTION IN A MANNER SATISFACTORY TO AND AS DIRECTED BY THE ENGINEER. AFTER COMPLETION OF THE CONSTRUCTION AND BEFORE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL ERECT THE MAIL BOXES, ROAD OR STREET NAME SIGNS AND SUPPORTS IN THEIR ORIGINAL LOCATION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

## MATERIAL SPECIFICATIONS

MATERIAL SPECIFICATIONS CALLED FOR ON THE PLANS REPRESENT THE MINIMUM REQUIRED FOR EACH APPLICATION. THE OWNER MAY REQUEST OR THE CONTRACTOR MAY DESIRE TO SUBSTITUTE ALTERNATE MATERIALS. ANY SUCH SUBSTITUTIONS MUST BE EQUIVALENT IN QUALITY TO THE MATERIAL CALLED FOR AND MUST BE APPROVED IN WRITING BY THE APPROVING AGENCIES AND THE CONSULTING ENGINEER.

## MAINTENANCE OF TRAFFIC NOTES

THE LAW ENFORCEMENT AGENCIES, FIRE DEPARTMENTS, ENGINEERS AND SCHOOL DISTRICTS SHALL BE NOTIFIED AT LEAST ONE (1) WEEK PRIOR TO THE ACTUAL START OF CONSTRUCTION.

## SYSTEM FOR MAINTAINING TRAFFIC

TWO-WAY TRAFFIC SHALL BE MAINTAINED ON ALL ROADS AT ALL TIMES. WHENEVER ANY TRAVELLED SURFACE IS BEING WORKED ON OR OTHERWISE NOT SUITABLE FOR SAFE AND CONVENIENT USE BY VEHICLES AND PEDESTRIANS, TRAFFIC CONTROL DEVICES SUFFICIENT TO PROTECT SUCH AREAS AND TO ASSURE THE SAFE PASSAGE OF VEHICULAR TRAFFIC SHALL BE INSTALLED AND MAINTAINED. SUCH TRAFFIC CONTROL DEVICES AND THE MANNER IN WHICH THEY ARE USED SHALL BE CONSISTENT WITH THESE PLANS AND THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, HEREINAFTER REFERRED TO AS THE MANUAL. WHENEVER THE ENGINEER DEEMS IT NECESSARY, HE MAY DIRECT THAT ADDITIONAL OR ALTERNATIVE DEVICES BE USED.

ALL EXISTING LANES SHALL BE OPENED AND MAINTAINED DURING NON-WORKING HOURS.

TRAFFIC CONTROL DEVICES SHALL BE SET UP PRIOR TO THE START OF CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED DURING THE TIME SUCH SPECIAL CONDITIONS EXIST. THEY SHALL REMAIN IN PLACE ONLY AS LONG AS THEY ARE NEEDED AND SHALL BE IMMEDIATELY REMOVED THEREAFTER. WHERE OPERATIONS ARE PERFORMED IN PHASES, THERE SHALL BE IN PLACE ONLY THOSE DEVICES THAT APPLY TO THE CONDITION PRESENT DURING THE PHASE IN PROGRESS. ALL SIGNS WITH MESSAGES WHICH DO NOT APPLY DURING A CERTAIN PERIOD SHALL BE COVERED OR SET ASIDE OUT OF THE VIEW OF TRAFFIC. CONFLICTING PAVEMENT MARKINGS SHALL BE REMOVED IN ACCORDANCE WITH SECTION 641.134 OF THE OHIO SPECIFICATIONS BEFORE ANY SECTION OF ROADWAY IS MADE AVAILABLE TO USE BY TRAFFIC.

ALL PERMANENT AND TEMPORARY PAVEMENT MARKINGS ARE TO BE MAINTAINED THROUGHOUT THE PROJECT. ANY DAMAGED OR FADED PAVEMENT MARKINGS SHALL BE CORRECTED WITHIN EIGHT HOURS AFTER THE CONTRACTOR'S NOTIFICATION OF THE PROBLEM. IF WEATHER IS NOT CONDUSIVE TO PAVEMENT MARKING INSTALLATION THEN REPAIRS SHALL BE MADE ON THE FIRST WEATHER PERMISSIVE DAY AFTER NOTIFICATION.

NO WORK BETWEEN THE HOURS OF 7:30 P.M. AND 7:30 A.M. SHALL BE PERMITTED UNLESS OTHERWISE SPECIFICALLY APPROVED BY THE ENGINEER.

# ADVANCE WARNING SIGNS

ALL ADVANCE WARNING SIGNS FOR ANY CONDITION WHICH RESTRICTS TRAFFIC SHALL BE ERECTED BEFORE ANY SUCH RESTRICTION IS PUT INTO EFFECT. ALL SUCH SIGNS SHALL BE COVERED OR REMOVED FROM THE VIEW OF TRAFFIC WHENEVER THEY ARE NOT APPLICABLE.

# PROTECTION OF PUBLIC

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A COMPLETE SCHEDULE OF CONSTRUCTION OPERATIONS ALONG WITH PLANS DETAILING TRAFFIC CONTROL FOR EACH PHASE OF CONSTRUCTION AND PROPOSED METHODS TO MAINTAIN ACCESS TO ALL ADJOINING PROPERTIES. THESE PLANS SHALL SHOW ALL SAFETY EQUIPMENT THE CONTRACTOR PLANS TO UTILIZE, ALONG WITH LANE AND/OR ROADWAY CLOSURES OR DIVERSIONS THAT MAY BE REQUIRED TO PROVIDE THIS PROTECTION. THESE PLANS MUST BE SUBMITTED AND APPROVED PRIOR TO COMMENCING ANY WORK. NO WORK SHALL BE STARTED WITHOUT PRIOR APPROVAL OF THE ENGINEER.

SHOULD ANY OF THE CONTRACTOR'S PLANS FOR PUBLIC PROTECTION BE DEEMED INADEQUATE BY THE ENGINEER, ADDITIONAL CLOSURES AND/OR DIVERSIONS WILL BE REQUIRED AT NO COST TO THE CITY.

# RESTRICTIONS

THE CONTRACTOR SHALL FURNISH, ERECT. MAINTAIN AND REMOVE ALL SIGNS AND ROADWAY MARKINGS REQUIRED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION AS SHOWN ON THESE PLANS. ANY CONFLICTING SIGNS, SIGNALS, PAVEMENT MARKINGS OR OTHER TRAFFIC CONTROL DEVICES SHALL BE IMMEDIATELY REMOVED.

NO STOPPAGE OF TRAFFIC, ESTABLISHMENT OF LANE RESTRICTIONS OR CHANGE OF TRAFFIC PATTERNS SHALL OCCUR WITHOUT CITY OF EASTLAKE LAW ENFORCEMENT OFFICER(S) WITH PATROL CAR(S) AT EACH LOCATION TO DIRECT TRAFFIC UNLESS OTHERWISE APPROVED BY THE ENGINEER.

## FAILURE TO COMPLY

FOR ANY FAILURE TO COMPLY WITH PROVISIONS FOR TRAFFIC CONTROL SET OUT IN THESE PLANS AND NOTES OR WITH THE PROVISIONS OF THE MANUAL, THE HIGHWAY IN THE VICINITY OF THE WORK AREA SHALL BE CONSIDERED IN A CONDITION UNACCEPTABLE FOR THE SAFETY AND CONVENIENT USE BY THE TRAVELLING PUBLIC. ANY FAILURE TO KEEP THE HIGHWAY IN THE VICINITY OF THE WORKING AREA IN A CONDITION ACCEPTABLE FOR THE SAFE AND CONVENIENT USE BY THE TRAVELLING PUBLIC SHALL BE CONSIDERED A BREACH OF THIS CONTRACT. WORK SHALL BE SUSPENDED UNTIL THE CONTRACTOR COMPLIES WITH THE PROVISIONS OF THE AFOREMENTIONED ITEMS.

SIGN DIMENSION AND SPECIFICATIONS, INCLUDING LETTER SIZES, SHALL BE AS PROVIDED IN THE MANUAL OR SIGN DESIGN DRAWINGS PROVIDED IN THESE PLANS. THE SIGNS SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER PRIOR TO THE START OF THE PROJECT. ALL COST FOR INSTALLING, MAINTAINING AND SUBSEQUENT REMOVAL OF SAID SIGNS SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR ITEM 614 - MAINTAINING TRAFFIC.

## SIGN SUPPORTS

SIGN SUPPORTS SHALL BE OF SUFFICIENT SIZES AND HEIGHT TO SUPPORT THE SIGNS AT THE HEIGHT INDICATED IN THE MANUAL. SUPPORTS SHALL ALSO BE ADEQUATE IN MASS AND STABILITY TO PREVENT SIGNS FROM BEING BLOWN OVER BY WIND OR VEHICULAR-GENERATED AIR TURBULENCE. ALL COSTS FOR INSTALLING, MAINTAINING AND SUBSEQUENT REMOVAL OF SAID SIGNS SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR ITEM 614 - MAINTAINING TRAFFIC.

## MAINTENANCE OF TRAFFIC SIGNAL/FLASHER INSTALLATIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC SIGNAL INSTALLATIONS WITHIN THE PROJECT UNDER THE FOLLOWING CONDITIONS:

EXISTING SIGNAL INSTALLATIONS OR DEVICES, INSTALLED OR MODIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THESE FROM THE TIME OF INSTALLATION UNTIL THE WORK IS ACCEPTED.

THE CONTRACTOR SHALL CORRECT AS QUICKLY AS POSSIBLE ALL OUTAGES OR MALFUNCTIONS. HE SHALL PROVIDE THE CITY AND THE ENGINEER SUCH ADDRESSES AND PHONE NUMBERS WHERE HIS MAINTENANCE FORCES CAN BE CONTACTED. THE CONTRACTOR SHALL PROVIDE ONE OR MORE PERSONS TO RECEIVE ALL CALLS AND DISPATCH THE NECESSARY MAINTENANCE FORCES TO CORRECT OUTAGES. SUCH A PERSON OR PERSONS MAY BE USED TO PERFORM OTHER DUTIES AS LONG AS PROMPT ATTENTION IS GIVEN TO THESE CALLS AND A PERSON IS READILY AVAILABLE CONTINUOUSLY 24 HOURS A DAY, 7 DAYS A WEEK. ALL LAMP OUTAGES, CABLE OUTAGES, ELECTRICAL FAILURES, EQUIPMENT MALFUNCTIONS AND MISALIGNED SIGNAL HEADS SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER WITH THE SIGNAL BACK TO SERVICE WITHIN FOUR (4) HOURS AFTER THE CONTRACTOR HAS BEEN NOTIFIED OF THE OUTAGE.

IN THE EVENT NEW SIGNALS ARE DAMAGED PRIOR TO ACCEPTANCE, ALL DAMAGED EQUIPMENT SHALL BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. THE SIGNAL SHALL BE BACK IN SERVICE WITHIN EIGHT (8) HOURS AFTER THE CONTRACTOR'S NOTIFICATION OF THE OUTAGE OR MALFUNCTION.

IF POLES AND/OR CONTROL EQUIPMENT ARE DAMAGED AND MUST BE REPLACED, THE CONTRACTOR SHALL MAKE TEMPORARY REPAIRS AS NECESSARY TO BRING THE SIGNAL BACK INTO FULL OPERATION WITHIN THE ALLOWED 8-HOUR PERIOD, AND SHALL MAKE PERMANENT REPAIRS OR REPLACEMENT AS SOON THEREAFTER AS POSSIBLE.

NONE OF THE ABOVE SHALL BE CONSTRUED AS COLLECTIVE OR CONSECUTIVE OUTAGE TIME PERIODS AT ANY ONE LOCATION. THAT IS, WHERE MORE THAN ONE OUTAGE OCCURS AT ANY ONE LOCATION, THEN THE ALLOTTED TIME LIMIT SHALL BE FOR THE WORST SINGLE OUTAGE.

WHERE OUTAGES ARE THE DIRECT RESULT OF A VEHICLE ACCIDENT, THE RESPONSE OF THE CONTRACTOR SHALL BE AS OUTLINED ABOVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COLLECTION OF ANY COMPENSATION FOR THIS WORK FROM THOSE PARTIES RESPONSIBLE FOR THE DAMAGE.

WHERE THE CONTRACTOR HAS FAILED TO OR CANNOT RESPOND TO AN OUTAGE OR SIGNAL EQUIPMENT MALFUNCTION AT THESE LOCATIONS WITHIN HIS RESPONSIBILITY, WITHIN PERIODS AS SPECIFIED ABOVE, THE ENGINEER MAY INVOKE THE PROVISIONS OF SECTION 105.15 AND ANY SUBSEQUENT BILLINGS TO THE STATE OR THE CITY OF MENTOR FOR POLICE SERVICE AND MAINTENANCE SERVICES BY CITY FORCES SHALL BE DEDUCTED FROM MONIES DUE OR TO BECOME DUE THE CONTRACTOR IN ACCORDANCE WITH PROVISIONS OF SECTION 105.15.

THE CONTRACTOR SHALL PROVIDE THE MAINTENANCE SERVICE ENTIRELY WITH HIS FORCES OR HE MAY CHOOSE TO ENTER INTO A COOPERATIVE UNDERSTANDING WITH THE LOCAL MAINTAINING AGENCY TO PROVIDE THE MAINTENANCE. THE CONTRACTOR SHALL INFORM THE ENGINEER, IN WRITING, OF THE MAINTENANCE METHOD SELECTED.

ANY VEHICULAR TRAFFIC SIGNAL HEAD, EITHER NEW OR EXISTING, WHICH WILL BE OUT OF OPERATION SHALL BE COVERED IN THE MANNER DESCRIBED IN SECTION 632.24.

THIS ITEM SHALL BE CONSIDERED A SUBSIDIARY WORK ITEM AND THE COST SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE VARIOUS ITEMS MAKING UP THE SIGNAL SYSTEM.

# **GUARANTEE**

THE CONTRACTOR SHALL GUARANTEE THAT THE TRAFFIC CONTROL SYSTEM INSTALLED AS PART OF THIS CONTRACT SHALL OPERATE SATISFACTORILY FOR THE PERIOD AS COVERED BY THE MAINTENANCE BOND FOLLOWING COMPLETION OF THE 10-DAY PERFORMANCE TEST. IN THE EVENT OF UNSATISFACTORY OPERATION, THE CONTRACTOR SHALL CORRECT FAULTY INSTALLATIONS, MAKE REPAIRS AND REPLACE DEFECTIVE PARTS WITH NEW PARTS OF EQUAL OR BETTER QUALITY. EQUIPMENT, MATERIAL AND LABOR COSTS INCURRED IN CORRECTING AN UNSATISFACTORY OPERATION SHALL BE BORNE BY THE CONTRACTOR.

THE GUARANTEE SHALL COVER ALL THE ITEMS MAKING UP THE TRAFFIC CONTROL SYSTEM: THE CONTROLLER, CABINET, DETECTOR AMPLIFIERS AND CONFLICT MONITOR.

CUSTOMARY MANUFACTURERS' GUARANTEES FOR THE FOREGOING ITEMS SHALL BE TURNED OVER TO THE CITY OF MENTOR FNGINFFR FOLLOWING ACCEPTANCE OF THE EQUIPMENT. THE FULL MANUFACTURERS' GUARANTEES (MINIMUM 12 MONTHS) SHALL GO INTO EFFECT ON THE DATE OF ACCEPTANCE BY THE CITY OF MENTOR.

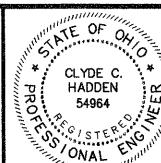
THE COST OF GUARANTEEING THE TRAFFIC CONTROL SYSTEM WILL BE INCIDENTAL TO AND INCLUDED IN THE CONTRACT UNIT PRICE OF THE VARIOUS ITEMS MAKING UP THE SYSTEM.

# CERTIFICATION AND APPROVAL OF TRAFFIC CONTROL ITEMS

SUBMISSIONS BY THE CONTRACTOR FOR APPROVAL SHALL CONFORM WITH SECTIONS 632.03 AND 633.03 AS APPROPRIATE EXCEPT THAT FOUR (4) SETS OF INFORMATION AND SUBMISSIONS SHALL BE MADE TO THE CITY OF EASTLAKE ENGINEER FOR HIS INFORMATION AND COMMENTS.

# MISCELLANEOUS CONSTRUCTION NOTES

1) STREET NAME SIGNS SHALL BE WHITE LETTERING ON A BLUE BACKGROUND. SIGNS SHALL CONFORM TO STANDARD DIMENSIONING FOR TYPE D-11 SIGNS. MOUNT STREET NAME SIGNS ON MAST ARMS AS INDICATED ON THE SIGNAL PLAN SHEETS.



SUBMISSIONS / REVISIONS

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DATE: JANUARY, 2000

T.E.B.

CHECKED BY: \_\_\_ A.E.P. APPROVED BY:

DRAWN BY:

SCALE: HOR: NONE VERT: \_\_\_\_

CONTRACT No. 9840624

SHEET NO.