

CONTRACT DOCUMENTS

FOR THE

**2023 Morris-Beery Ditch
Improvement
Project**

PREPARED BY THE OFFICE OF:



Jeff Stauch, P.E., P.S.
Union County Engineer
233 W. Sixth St.
Marysville, Ohio 43040
(937) 645-3018

BID DATE: _____
COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
CITY, STATE: _____
ZIP CODE: _____
PHONE: _____
FAX: _____
EMAIL _____

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**County Engineer
Environmental Engineer
Building Department**
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Commissioners of Union County, Ohio for the following:

2023 Union County Morris-Beery Ditch Improvement Project

Plans, Specifications and Bid Forms are available in the office of the Union County Engineer, 233 W. Sixth Street, Marysville, Ohio 43040, between the hours of 7:30 am and 5:00 pm on weekdays (holidays excluded).

This notice can be obtained through the County Engineer's website www.unioncountyohio.gov/engineer under the "Bid Info" section.

Proposals must be received by **10:00 A.M. on Wednesday, May 17th, 2023**, in the office of the Board of Commissioners of Union County located in the County Office Building, 233 W. Sixth Street, Marysville, Ohio 43040. The proposals will be opened and read aloud immediately thereafter.

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than September 30, 2023.

The engineer's estimate for this project is **\$458,000.00**.

Contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, The Governor's Executive Order 1972, and the Governor's Executive Order 84-9 shall be required.

The Board of Commissioners of Union County reserves the right to reject any or all bids, or to increase or decrease or omit any item or items, or to waive any informalities in any bid(s), and to award the contract to the lowest and best bidder in accordance with Section 307.86 of the Ohio Revised Code as determined by the Board of Commissioners of Union County.

Board of Commissioners
Union County, Ohio
Jeff Stauch
Union County Engineer
4/18/2023

Publish: Marysville Journal Tribune 4/18/2023, 4/25/23, 5/2/23
Union County Engineer's Website

INSTRUCTIONS TO BIDDERS

1. Work To Be Done

The work to be done under this contract involves the furnishing of all labor, materials, and construction equipment necessary for the construction of the project noted in the foregoing notice.

2. Receipt and Opening of Bids

The Board of Commissioners of Union County herein called the "Owner" invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Board of Commissioners of Union County, 233 West Sixth Street, Marysville, Ohio, until **10:00 a.m. local time, Wednesday, May 17, 2023**. The proposals will be opened and read immediately thereafter. The Envelopes containing the bids must be sealed, addressed to the Board of Commissioners and designated as bid for **Morris-Beery Ditch Improvement Project**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

3. Preparation of Bid

Each bid must be submitted on the prescribed Bid Proposal form and accompanied by a Bid bond, Certified or Cashier's check or an acceptable letter of credit and the items listed under item 18 of the Instructions to Bidders. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be completed and executed when submitted.

Proposals shall contain the full name of every person, firm or corporation submitting a bid. Proposals submitted by corporations shall be signed by the President and the Secretary.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

4. Method of Bidding

Proposals are solicited for the construction as shown on the plans and described in the specifications. Proposals shall be submitted on a unit price basis. A lump sum only bid for the entire project will not be accepted.

5. **Bid Proposal Surety**

Each proposal shall be accompanied by either a bond OR one of the following:

1. A certified check,
2. a cashier's check, or
3. an acceptable letter of credit.

A bond shall be for the full amount of the proposal and be in accordance with Sections 153.54 and 153.571 (B) of the Ohio Revised Code. THE BOND MUST BE IN THIS FORM, serving both as a Bid Guaranty and Contract Bond.

A certified check, a cashier's check or a letter of credit shall be for an amount of ten percent (10%) of the bid amount and shall be in accordance with Section 153.54 (C) of the Ohio Revised Code.

The checks of all except the lowest and best three bidders will be returned as soon as the Proposals are examined. The checks of these three bidders will be held until the execution of the Contract after which they will be returned.

6. **Examination of Site(s)**

Bidders are required to satisfy themselves by personal examination at the site(s) of the work, and by examination and study of the contract documents as to the conditions existing and difficulties likely to be encountered in the construction of the work. No plea of ignorance, as a result of failure to make such examinations on the part of the Contractor, will be accepted as an excuse for failure to fulfill the provisions of the Contract.

7. **Award of Contract**

The Board of Commissioners of Union County reserves the right to reject any or all bids, to omit any part, to increase, decrease, or omit any item or items, to waive any irregularities or informalities in bidding, and/or to award to the lowest and best bidder in accordance with Section 307.86 of the Ohio Revised Code.

8. **Contract**

The bidder to whom the award is made will be required to execute a written contract with Union County, and to furnish and maintain good and approved surety bonds, as hereinafter specified, within ten (10) days after the award of the Contract. **The Contract shall be in the form hereto attached.** If the bidder to whom an award is made fails to enter into a contract as herein provided, the award may be annulled and the Contract awarded to the next lowest and best bidder in the opinion of Union County, and such next lowest and best bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

Any bidder who fails to enter into a contract as herein provided shall forfeit his Proposal Surety.

If the bidder to whom the award is made is a corporation, the Secretary of said corporation shall execute an affidavit, **in the form hereto attached**, stating that the officer or agent of said corporation signing the Contract for said corporation is authorized to do so by either a provision of the corporation by-laws or by the adoption of a resolution of the Board of Directors of the Corporation, whichever the case may be. A copy of the resolution must also be attached.

9. Performance Bond and Payment Bond

Within ten (10) days after the award of the Contract, the bidder to whom the Contract is awarded shall furnish and maintain a satisfactory performance bond and separate payment bond for one hundred percent (100%) of the amount of the Contract, conditioned upon the faithful performance by the Contractor of all the covenants, stipulations, and agreements in the Contract.

If a one hundred percent (100%) bond according to Section 153.54 (B) of the Ohio Revised Code is submitted with the bid, the successful bidder's bond shall be retained as a performance bond. The form of the bond shall be as stated in Section 153.571 of the Ohio Revised Code.

If a certified check, cashier's check, or letter of credit in accordance with Section 153.54 (C) of the Ohio Revised Code is submitted with the bid, the successful bidder shall file a performance bond for the full amount of the Contract. The form of the performance bond shall be as stated in Section 153.57 of the Ohio Revised Code. The bond is subject to the approval of the Union County Engineer and the Union County Prosecutor.

10. Work Experience and Qualifications Summary

The bidder is required to state in detail, what work of a character similar to the above Work To Be Done that he has performed and give references and such other information that will enable Union County to judge the technical skill, responsibility, and the financial standing of the Contractor.

11. Ohio Worker's Compensation Coverage

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid worker's compensation coverage must be submitted to the Engineer before the contract will be executed by the Engineer.

The Contractor must immediately notify the Engineer, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the Engineer, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

12. Notice of Delinquent Taxes

Within ten (10) days after the award of the Contract the bidder shall submit to the Union County Engineer an affidavit stating either that he owes no delinquent taxes or that he does owe delinquent taxes and the amount. If the bidder owes such taxes, a copy of the statement will be sent to the Union County Treasurer within thirty (30) days. **A copy of the statement will be attached to the Contract.** No payment will be made on the Contract without such a statement.

13. Drug-Free Work Place

The Contractor must be enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Workplace (DFWP) Discount Program or a similar program approved by the Bureau of Workers' Compensation **within 8 days of the bid opening.**

14. Insurance Certificate

Within ten (10) days after the award of the contract the successful bidder shall deliver a copy of his Ohio Worker's Compensation Certificate and an insurance certificate to the Union County Engineer. See the General Conditions for specific insurance requirements.

15. Labor and Wage Rates

Prevailing wage rates do not apply to this project.

16. Time of Commencement and Completion

Work shall not commence before June 19th, 2023, and shall be completed no later than September 30th, 2023.

17. Funding

Funding for this project will be provided by the Union County Board of Commissioners.

18. Documents Required at the Time of Proposal

Each bid shall include **in this order**:

- Title Page
- Table of Contents
- Notice to Bidders
- Instructions to Bidders
- Bid Guaranty and Bond
- Addenda (if applicable)
- General Conditions
- Detailed Specifications
- The properly completed Proposal
- Notice to Award
- Contract- Blank
- Notice to Proceed – Blank
- Notice of Commencement – Blank
- EEO Certificate of Compliance
- Hold Harmless Agreement
- Delinquent Taxes Affidavit
- Contractor Corporation Affidavit along with copy of resolution
- Request for Taxpayer Identification Number (W-9)
- Non-Collusion Affidavit

19. Additional Obligations upon Contract Award

Prior to execution of the Contract, the Contractor shall furnish:

- Any necessary performance bonds, payment bonds.
- Contractors Certificate of Insurance listing the Union County Board of Commissioners as additional insured.
- Contractor's Workers Compensation Certificate
- All documents or evidence of same required in these contract documents.

GENERAL CONDITIONS

OHIO PRODUCTS

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in connection with this project.

1. Intent

It is the intent of these General Conditions to cover the governing conditions of work, labor, materials, detailed drawings, methods, measures, safety rules, and factors applicable to the work.

2. Union County Engineer to order, explain and decide

The Union County Engineer or his representative, shall give all orders and directions contemplated under the Contract; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and material; shall determine all questions respecting the true construction or meaning of the specifications, or relating to said work, and shall decide in all cases every question which may arise relative to the fulfillment of this Contract on the part of the Contractor, and in case any dispute shall arise between the parties hereto touching this Contract, such determination and decision shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

3. Responsibility of Contractor

The Contractor shall take all responsibility for the work, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of the nature of the land in or on which the work is done is different from what is assumed or was expected, or an account of the weather, floods, or other causes; and he shall assume the defense of, and indemnify and save harmless Union County, the Union County Engineer and the Union County Commissioners and its officers and representatives, from all claims of any kind arising from the performance of this Contract.

The Contractor shall have sufficient equipment of a size and condition, operated by trained personnel that will perform a workmanlike job on schedule. Equipment to be used must be listed on the experience summary and must be available for inspection by the Engineer.

All equipment shall be equipped with the required safety devices and proper lights and signs in accordance with applicable Federal and State of Ohio Laws.

The Contractor shall be responsible for all material storage and handling. The Contractor is also responsible for container disposal in a manner approved by current Environmental Protection Agency Standards.

All work associated with this contract shall be performed between the hours of 6:30 am and 7:00 pm, Monday through Saturday. No work may be performed outside these time periods unless approved by the Engineer.

4. Subcontractors

All parts of the work which may be performed by a subcontractor shall be subject to all the provisions of this Contract exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his responsibilities under this Contract. The Contractor shall perform **not less than sixty percent (60%)** of the work with his own forces, unless prior permission is granted by the Union County Engineer.

5. Drug –Free Workplace Program Participation: Drug free program, SB 80-126th G.A. effective March 30, 2007

SB80: To enact sections 153.03 and 153.031 of the Revised Code to prohibit a state agency from awarding a public improvement contract unless its terms require the contractors and subcontractors to participate in a specified drug-free workplace program.

During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Worker’s Compensation (“OBWC”) Drug-Free Workplace Program (“DFWP”) or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03. (“OBWC-approved DFWP”)

If the Contractor provides Subcontractors that provide labor on the Project site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFWP or an OBWC-approved DFWP.

Each Subcontractor shall require all lower-tier Subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFWP or an OBWC- approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC- approved DFWP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the lower-tier Subcontractor provides labor at the Site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Subcontractor of the lower-tier Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Contracting Authority’s approval and shall also submit written confirmation of the Subcontractor’s enrollment on the Declaration of Subcontractors and Material Suppliers form to the Associate.

5. Drug –Free Workplace Program Participation, continued:

In addition to OBWC-approved DFWP Level 1 requirements, the Department requires each Contractor and Subcontractor that provides labor on the Site to perform random drug testing of 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved Level 2 testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

6. Safety, Independent Contractor Indemnification

The Contractor and the Union County Engineer mutually agree that the relationship formed by this agreement is intended to be that of customer and independent contractor, and is not an employment relationship.

The Contractor hereby represents that it is not an entity over whom the National Labor Relations Board has ever declined jurisdiction.

The Contractor further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the Contractor; the Contractor will indemnify and hold Union County, Union County Commissioners and the Union County Engineer harmless, and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration.

The Contractor further agrees and covenants that, should a safety related issue suit, or complaint be filed against Union County, Union County Commissioners or the Union County Engineer, by an employee, agent, or representative of the Contractor, the Contractor will pay all associated costs of Union County, Union County Commissioners or the Union County Engineer as Union County deems necessary, in order to defend, correct, or resolve said issue or complaint.

7. Site Investigation and Representations

The Contractor by submitting a proposal and entering into this Contract acknowledges that he has satisfied himself as to the nature and locations of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

8. Lump Sum and Unit Bid Prices

Proposals shall be submitted using the attached blank forms, designated for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Proposal, and must be properly signed.

In each blank marked "unit price", bidders are required to provide a Bid price per referenced unit for the requested materials, labor or equipment, or reference combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Proposal informal, allowing its rejection at the County's discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices are added to calculate the amount of each Bid.

The sum of the unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's proposal price for consideration of award of contract. If an error is made in the extension of unit prices, or in the addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The County reserves the right to eliminate, increase or decrease the actual quantity of any unit price item or to non-perform any item.

9. Non-Performance Work

The Union County Engineer reserves the right to omit any Items or portions thereof in the Proposal and classify them as Non-Performance Items upon notification to the Contractor in writing. Prior to final payment and termination of the Contract, a statement of non-performed work will be required.

10. Extra Work

Where extra work becomes necessary for the construction of the project, such work shall only be performed in accordance with the Contract and at a price mutually agreed upon or at the unit prices specified in the Proposal. Prior to final payment and termination of the Contract, a statement of extra work will be required.

11. Cancellation of Contract

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned or the work under the Contract sublet by the Contractor, otherwise than herein specified; or if, before the completion of the work under this Contract, the Contractor shall become financially embarrassed or shall become bankrupt or shall make a general assignment for the benefit of creditors or shall have a receiver appointed for him or to take charge of his affairs or shall have his property levied upon or taken in execution of under attachment; or if, at any time, Union County shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing the same in bad faith or is not

11. Cancellation of Contract, continued.

fulfilling the terms thereof, or is not making such progress in the execution of the work as to indicate its completion within the time specified, or within the time to which the completion of the Contract may have been extended by Union County, Union County may at any time declare this Contract or any portion thereof, terminated by a written notice served upon the Contractor, a copy of which notice shall be given to the Surety or the authorized agent of the Surety.

Upon the service of such notice, the Contractor shall discontinue the work or such part thereof as Union County shall designate, whereupon the Surety may, at his option, assume this Contract or that portion thereof on which Union County has ordered the Contractor to discontinue work and proceed to perform the same and may with the written consent of Union County sub-let the work or portion of the same taken over provided, however, that the Surety shall exercise its option, if at all within two (2) weeks after written notice to discontinue work has been served upon the Contractor, and upon the Surety or its authorized agent.

The Surety, in such event, shall take the Contractor's place in all respects and shall be paid by Union County for all work performed by it in accordance with the terms of this Contract and if the Surety, under the provisions hereof, shall assume said entire Contract, all moneys due the Contractor shall thereupon become due and payable to the Surety subject to all the terms of this Contract.

In case the Surety does not, within the hereinbefore specified time, exercise its right and option to assume this Contract or that portion thereof on which Union County has ordered the Contractor to discontinue work, then Union County shall have the power to work at and to complete the work herein described, furnishing the necessary labor and material therefore, without advertising for bids or letting a contract or to complete the same as herein provided for, in the manner provided by law for the letting of contracts by Union County and to use such materials and tools, machinery and appliances as may be found upon said work, all of which the Contractor agrees may be used by Union County or to procure other materials, tools, machinery and appliances or of the new contract to the Contractor, and the expense so charged shall be deducted and paid out of such money as may then be due to or thereafter at any time to become due to the Contractor. In case such expense is less than the sum which

Would have been payable under this Contract, if the same had been completed by the Contractor, he shall be entitled to receive the difference and in case such expense is greater, the Contractor, or, in case of his default, his Surety shall, on notice from Union County, pay the amount of such excess to Union County.

12. Extension of Time

If the Contractor is obstructed or delayed in the prosecution or completion of the work by any damage that may happen thereto by the unusual action of the elements, or by the abandonment of the work by the employees in a general strike, or by any delay on the part of Union County, the Contractor shall have no claim for damage for any such cause or delay, but he shall in such case be entitled to such extension of time for the completion of the work as the Union County Engineer shall certify to be just and proper provided, however, that the claim for such extension of time is made by the Contractor, in writing, within one (1) week from the time when such alleged cause for delay shall occur.

13. Failure to meet Completion Date

If the Contractor fails to complete the Contract by the date set for completion, he shall pay all expenses incurred by Union County after that date for inspection, supervision and all other similar engineering services in connection with the Contract as well as liquidated damages assessed in accordance with 108.07 of the 2019 ODOT CMS.

TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$400
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$900
\$10,000,000	\$50,000,000	\$1,500
Over 50,000,000		\$3,200

14. Guarantee Bond

All material and equipment placed and installed under this contract shall be guaranteed by the Contractor against defects of material, workmanship, and design for a period of at least one (1) year after the date of acceptance by Union County. The performance bond furnished by the Contractor as a part of this Contract shall remain in effect until the expiration of the guarantee period as assurance of the Contractor's obligation to meet the guarantee herein stipulated.

Failure of the Contractor to rectify damage, improper design, faulty workmanship and materials as supplied by him and which have been shown by test to be deficient after one (1) year's operation, shall entitle Union County to proceed against the Surety for the cost of making good the obligation which the Contractor assumed at the time of signing the Contract.

The Contractor shall protect and keep the work in good repair during construction and for one (1) year after acceptance by Union County and shall correct and repair promptly during that time all breaks and failures of whatever description and all settlement and irregularities of ground surfaces, and shall deliver the work in all respects in good condition at the end of that time.

15. Contractor to Check Drawings

The Contractor shall check all dimensions and quantities on the Drawings given to him and shall notify the Union County Engineer of all errors or omissions therein which he may encounter. He will not be allowed to take advantage of any error or omission in the Contract Documents as full instructions will be furnished should such error or omission be encountered and the Contractor shall carry out such instructions as if originally specified. The Contractor shall notify the Union County Engineer of such errors or omissions prior to proceeding with the work.

16. Responsibility for Damage Claims and Liability Insurance

The Contractor shall save harmless Union County, the Union County Engineer, the Union County Commissioners and all of its representatives, or any affected railroad or railway company, or any fee owner from whom a temporary right-of-way has been acquired for the project, from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement or on account of any act or omission, by the Contractor.

The Contractor shall procure and maintain at his own expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in Ohio. Prior to the execution of the contract, the Contractor shall furnish to the Engineer a certificate or certificates of insurance in the form satisfactory to the Engineer demonstrating that he has complied with this specification. The certificate or certificates shall provide that the contractor's liability and auto policies shall not be changed to reduce or restrict coverage or canceled until 30 days written notice has been given to the Engineer by the insurer. All certificates and notices shall be mailed to: Union County Engineer, 233 W. Sixth Street, Marysville, Ohio 43040. Upon request, the Contractor shall furnish the Department with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

(a) Commercial General Liability Insurance. The minimum limits of liability for this insurance shall be as follows:

General Aggregate Limit \$2,000,000.00
Products – Completed Operations Aggregate Limit \$2,000,000.00
and Advertising Injury Limit \$1,000,000.00
Each Occurrence Limit \$1,000,000.00

The above minimum coverages may be obtained through primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

The Commercial General Liability Insurance policy shall name the Union County Board of Commissioners as additional insured with all rights to due notices in the manner set out above. The standard Commercial General Liability coverage for damages due to blasting, underground utilities and collapse of foundations shall not be deleted by exclusion endorsements.

(b) Business Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Bodily Injury & Property Damage Liability Limit
Combined Single Limit \$1,000,000.00

16. Responsibility for Damage Claims and Liability Insurance, continued

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it preclude the Engineer from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Proof of insurance shall be submitted to the Engineer. The Contractor shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract to maintain insurance, said certificates shall be acceptable, but the Contractor shall be obligated to renew his insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Engineer is continuously in possession of evidence that the Contractor's insurance is in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew his insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by \$500,000.00 or more, or modified so that the insurance does not meet the requirements of this item, the Engineer may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Engineer.

The Engineer in his sole discretion may use monies retained pursuant to this specification to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, the Engineer may request that the Contractor's surety remedy any deficiencies with these insurance requirements, or the Engineer may default the Contractor for failure to comply with this specification. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

Nothing in the Contract including but not limited to the plans, bid proposals, specifications and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

Additional insurance shall be maintained as specified below, for the minimum limits as indicated. Insurance shall be written by insurance companies authorized to transact business in the State of Ohio under the laws of Ohio and licensed by the Department of Insurance as either admitted or non-admitted insurers.

(i) Worker's Compensation and Employers Liability

1. Worker's Compensation Insurance in compliance with Ohio Worker's Compensation laws and other applicable Worker's Compensation or disability laws.

17. Reporting, Investigating, and Resolving Motorist Damage Claims

Pursuant to 107.12 and 107.14, the following procedures shall be utilized by the Contractor and the Engineer for reporting, investigating, and resolving motorist damage claims.

When a motorist reports damage to his vehicle either verbally or in writing to the Contractor, the Contractor shall within three days make and file a written report to the Engineer or his representative. The report shall be forwarded to the Union County Board of Commissioners who, as a co-insured party, will then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. In the event that the Engineer directly receives the motorist's claim, the claim report shall be sent to the contractor's insurance company and a copy be mailed to the Contractor. If the Contractor's insurance company does not resolve the claim in a timely manner, the Engineer shall advise the motorist of the option of pursuing the claim in the Union County Common Pleas Court.

In the event of a lawsuit filed by the motorist, the Union County Board of Commissioners, as an additional party, may request the Contractor's insurance company to defend this lawsuit and hold the Engineer harmless in accordance with 107.14.

18. Taxes

Materials purchased for use or consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised Code of Ohio, and also from the State of Ohio Use Tax, Section 5741.01.

19. Contractor's Obligation to Pay Bills

Before the Contractor shall demand payment, all persons or firms that have supplied labor, materials, or equipment for the work embraced under this Contract shall have been fully paid for the same. The necessary affidavit shall be completed prior to each payment.

20. Settlement of Dispute

If any differences arise between the parties hereto, relative to any feature of this Contract, such differences shall be governed by the laws of the State of Ohio and any disputes shall be venued in the Court of Common Pleas of Union County, Ohio .

21. Reports and Payments

The Contractor will be paid at approximate thirty (30) day intervals upon submission of his invoice based on the work completed. Copies of material bills shall be furnished for all materials delivered and used. All payments to the Contractor will be subject to the approval of the Union County Engineer that all work has been performed in accordance with the Contract. Payments will be made to the Contractor approximately thirty (30) days after the approval by the Union County Engineer. **Payments made to the Contractor from the Union County Commissioners will be by check.**

22. Partial Payment

As stated in Section 153.12 of the Ohio Revised Code, if the work is less than fifty percent (50%) complete payments shall be made at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor. **All work performed after the job is fifty percent (50%) complete shall be paid for at the rate of one hundred percent (100%)**

23. Haul Route

All haul roads (county or township) shall be approved in writing by the Union County Engineer prior to beginning construction.

24. Pre-Construction Conference

After the Contract has been signed but before construction is started, the Union County Engineer will schedule a Pre-Construction Conference. The Contractor shall attend and be prepared to:

1. Discuss anticipated haul routes.
2. Submit and discuss Job Mix Formulas (See 7.1) (If Applicable)
3. Provide a listing of key project personnel (Project Manager, Superintendent, etc.) with office, mobile and pager numbers to be used.
4. Provide a complete listing of sub-contractors' key personnel representing each.
5. Discuss material sampling as detailed above. (If Applicable)
6. Discuss plans and methods of maintaining traffic during the project.

Any necessary approvals will be given within two weeks after the pre-construction conference.

NOTICE TO BIDDERS

2023 Union County Morris-Beery Ditch Improvement Project

For your convenience, the bid proposal Excel spreadsheet is available on Union County's website at:

www.unioncountyohio.gov/Engineer

Under Bid Info

Click on proposal sheet and complete the column titled "unit price" and the pre-filled and protected formulas will calculate the totals for you.

If you prefer to calculate the proposal manually, both options will be accepted.

Print the completed proposal and send it with your bid packet to the Union County Commissioners by **10:00 a.m., Wednesday, May 17th, 2023.**

PROPOSAL

Date: _____

TO: Board of Commissioners, Union County, Ohio
 PROJECT: MORRIS-BEERY DITCH IMPROVEMENTS

COMPANY NAME: _____

The undersigned, having full knowledge of the site(s) of the Project, the specifications applicable to the Project, and the conditions of this Proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the Project in accordance with the Detailed Specifications, within the time specified for completion and to accept payment in accordance with the unit prices stated below as full compensation for all furnished services, labor, materials and equipment.

Ref No.	Item NRCS	Item ODOT	Description	Unit Quantities	Unit Desc.	Unit Price Bid	BID AMOUNT
1		201	CLEARING AND GRUBBING, APP	1	LS		
2		202	DESTRUCTION OR REMOVAL OF EXISTING SUBSURFACE DRAINS, APP	6940	LIN. FT.		
3		203	EXCAVATION - OPEN DITCH STA 13+50 TO 102+25, APP	11240	CU. YD.		
4		203	EXCAVATION - OPEN DITCH STA 208+00 TO 257+00, APP	20268	CU. YD.		
5		203	EMBANKMENT, APP	10	CU. YD.		
6		601	RIP RAP, CLASS D, APP	56	TON		
7		601	ROCK CHANNEL PROTECTION, TYPE C, STA 258+00	40	TON		
8	342	659	SEEDING AND MULCHING, APP	92105	SQ.YD.		
9	SPECIAL	SPECIAL	CRP SEEDING AND HAY, APP	88	POUND		
10	606	611	15" CONDUIT, TYPE C (PERFORATED), 707.33	2720	LIN. FT.		
11	606	611	15" CONDUIT, TYPE C (NON-PERFORATED), 707.33	40	LIN. FT.		
12	606	611	18" CONDUIT, TYPE C (PERFORATED), 707.33	570	LIN. FT.		
13	606	611	18" CONDUIT, TYPE C (NON-PERFORATED), 707.33	205	LIN. FT.		
14		611	4" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP	200	LIN. FT.		
15		611	6" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP	200	LIN. FT.		
16		611	8" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP	200	LIN. FT.		
17		611	10" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP	200	LIN. FT.		
18		611	12" OR LARGER DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP	100	LIN. FT.		
19		611	72" CONDUIT, TYPE A (706.02 RCP) - STA 209+82, APP	40	LIN. FT.		
20	SPECIAL		REINFORCED CONCRETE DROP BOX SPILLWAY, APP - STA 13+50 TO 13+71	1	LS		
21	SPECIAL		REINFORCED CONCRETE DROP BOX SPILLWAY, APP - STA 209+45 TO 209+82	1	LS		
22	SPECIAL		LOW WATER CROSSING #1, APP	1	LS		
23	SPECIAL		LOW WATER CROSSING #2, APP	1	LS		
24		611	12" CONDUIT, TYPE E (707.33), APP	250	LIN. FT.		
25	606		INSERTA TEE LATERAL CONNECTION & RISER, 4", 3' ABOVE GRADE, APP	10	EACH		
26	606		INSERTA TEE LATERAL CONNECTION & RISER, 6", 3' ABOVE GRADE, APP	10	EACH		
27	606		INSERTA TEE LATERAL CONNECTION & RISER, 8", 3' ABOVE GRADE, APP	10	EACH		
28	606		TEE W/ REDUCER, 10" OR LARGER, APP	5	EACH		
29		623	CONSTRUCTION LAYOUT STAKES	1	LS		
30		624	MOBILIZATION	1	LS		
31		SPECIAL	PERFORMANCE AND PAYMENT BONDS	1	LS		
TOTAL BID AMOUNT							

PROPOSAL

1. NON - COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. **Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.**

2. FEDERALLY REQUIRED EEO CERTIFICATION

The bidder hereby certifies that he/she **has**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must check the appropriate "has or has not" below.**

HAS

HAS NOT

3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds,

- is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; and,
- has not been debarred within the past three (3) years; and,
- does not have a proposed debarment pending; and,
- has not been indicted, convicted or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. Required EEO Certification

All prime contract bidders on the project must submit prior to the execution of a contract a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator.

Does this bidder have a valid Certificate of Compliance _____Yes _____No.

If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? _____Yes_____No.

Bidder must provide a "Yes" answer to one or the other of the above questions.

The **TOTAL AMOUNT OF THE BID**, based on the Approximate Unit Quantities given above and lump sum/unit prices specified above by the Bidder amounts to the sum of:

_____ and _____/100 Dollars.

(\$ _____)

COMPLETION DATE:

Work shall not commence before June 19th 2023, and shall be completed no later than September 30th, 2023.

Attached hereto is a bond (or certified check, cashier's check, or letter of credit) with/on _____ of _____, for the sum of _____ (\$ _____) Dollars, in accordance with the terms of the Instructions to Bidders.

The full name and residence of all persons and parties interested in the foregoing bid, as principals are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

SUBCONTRACTORS AND SUPPLIERS :

NAME	ITEM	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLEASE ATTACH APPLICABLE WORK EXPERIENCE

In accordance with Executive Order 2011-03K, the Contractor, by signature on this Bid, certifies; (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

The full text of Executive Order 2011-03K can be downloaded from:
<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO2011-03.pdf>

Signature of Bidder _____ Date _____

COMPANY _____

Business Address of Bidder _____

Business Phone Number (____) _____ Fax (____) _____

Bidder E-Mail address _____

Acknowledgement of Addendum(s) (if any) to Proposal:
Addendum(s) Received (circle if applicable) #1 #2 #3 #4
Date Signed _____ Signature of Bidder _____

PLEASE DIRECT ANY PRE-BID QUESTIONS TO Joe Eads at jeads@unioncountyohio.gov.

DETAILED SPECIFICATIONS

General

1. All work shall be under the supervision of the Engineer or his authorized representative and the Union Soil and Water Conservation District.
2. The Contractor shall remove twice daily or as necessary as directed by the Engineer all mud, soil and debris that may be tracked onto existing roads, streets, or sidewalks by his equipment or that of Subcontractor's or Suppliers.
3. All existing subsurface drainage tile encountered, including subsurface drains not shown on the construction drawing, shall be connected as directed by the Engineer.
4. The Contractor's equipment shall be equipped with all necessary safety equipment and shall be capable of performing the work in accordance with these specifications.
5. The Contractor shall be responsible for maintaining traffic at all times, including the times of equipment mobilization. Union County will supply barricades and signage for any necessary road closures as requested and coordinated by the Contractor.
6. All work shall be performed in a neat and workmanlike manner. No work shall be done on Saturdays, Sundays, or Holidays unless approved by the Engineer. Work through the farm fields shall be graded to match surrounding topography, except for the tile location.
7. Union Soil and Water Conservation District will be responsible for the initial construction layout in accordance with the construction plans. The contractor must stay within the construction easements and project limits. Any subsequent construction staking needed due to the contractor's operation may need to be performed by the Contractor.
8. The NRCS and 2019 ODOT Construction and Material Specifications shall both apply and are more specifically outlined in the project Proposal Bid Form. Section 104.02, parts D and E of the ODOT CMS shall not apply.
9. Union County reserves the right to non-perform any of the contract pay items.

10. The 2019 ODOT Construction and Material Specifications and NRCS shall both apply and are more specifically outlined in the project Proposal Bid Form. Section 104.02, parts D and E of the ODOT CMS shall not apply.
11. Prior to Seeding & Mulching, verify subgrade has been contoured and compacted in accordance with the plans and eliminate any uneven areas and low spots.
All seeding shall be applied uniformly at the rates shown in the materials list shown on the construction plans and within the detailed specifications.
All areas seeded shall be mulched with *cereal straw* at a rate as per plan (unless otherwise specified) as detailed on the construction plans and detailed specifications.
12. The bidder shall include with his bid any and all exceptions to these specifications and shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications" and shall be attached to the bid.
13. The Contractor shall maintain the Project in a presentable condition. Remove all rubbish, layout stakes, sediment control devices as directed by the Engineer, excess material, temporary structures, and equipment, including stream channels and banks within the Right-of-Way at drainage structures, and all borrow and waste areas, storage sites, temporary plant sites, haul roads, and other ground occupied by the Contractor in connection with the Work. Leave the Project site in an acceptable condition as determined by the Engineer. The cost of the cleanup is incidental to all contract items.
14. Upon completion 'As-Built Plans' shall be provided by the Contractor. The As-Builts shall consist of a marked up set of existing plans sheets with elevations, alignments, and special notes of finished work.
15. It is expected that the weather and site conditions will dictate the sequencing and timing of the project construction. The Engineer and Contractor are expected to work together to find a suitable schedule that is flexible and efficient, and dependent on the seasonal conditions. All construction to be performed and completed in 2023.

CONTRACT

THIS AGREEMENT is made this _____ day of _____, _____ by and between _____, an Ohio corporation, with an address of _____ (hereinafter referred to as the “Contractor”) and the **BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO** with an address of 233 West Sixth Street, Marysville, Ohio, 43040 (hereinafter referred to as the “OWNER”.)

WITNESSETH, that the Contractor, the Board of County Commissioners and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the **2023 Union County Morris-Beery Ditch Improvement Program** and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price, Execution of Agreement, Commencement of Work and Completion Date

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed _____ (_____), subject to additions and deductions as provided in the Contract Documents.

The Contractor shall execute this Contract or Agreement and furnish the required contractor’s contract bond, if applicable, and certificates of insurance within ten (10) calendar days from the date the Notice of Award is mailed to the Contractor. If the Contractor fails to execute said Contract or Agreement and to furnish said bond within ten (10) calendar days from the date the Notice of Award is mailed to the Contractor, said Owner shall be entitled to consider all the Contractor’s rights arising out of the Owner’s acceptance of the Contractor’s bid as abandoned and as a forfeiture of the Contractor’s bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner shall be entitled to such other rights as may be granted by law.

The Contractor shall complete the work detailed in Article 1 and the other contract documents within _____ (____) calendar days after the commencement of work. The date of completion of all the work shall be _____.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement (with Exhibit "A" Drug-free Workplace Programs addendum which is incorporated as if fully rewritten herein);
- b. Addenda;
- c. Invitation to Bid;
- d. Instructions to Bidders;
- e. Signed copy of bid;
- f. Work Specifications (including all plans, drawings, etc.);
- g. General and Special Conditions, Parts I and II;
- h. Technical Conditions; and
- i. Federal Requirements.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Article 4. General Terms and Conditions

All parties agree that should any action at law or in equity be commenced by any party concerning the interpretation, implementation, or breach of this contract, such actions shall be commenced in the Court of Common Pleas of Union County, Ohio or in the Marysville Municipal Court, located in Marysville, Ohio, if the amount in controversy should so permit. Notwithstanding any party's state of incorporation or other legal organization, or the location of any party's principal place of business, all parties acknowledge that either the Court of Commons Pleas of Union County, Ohio or the Marysville Municipal Court, located in Marysville, Ohio, has personal jurisdiction over all parties and that Union County, Ohio shall be the proper venue for all legal and equitable actions arising out of this bid and contract

In the event that mediation, arbitration, or alternative dispute resolution of any kind is required by this bid and contract or by applicable law, or if the parties herein agree to any form of mediation, arbitration, or alternative dispute resolution, the location of any hearing, meeting, investigation, fact-finding, or other activity related thereto, notwithstanding any other provision of this bid or contract, shall be located in the State of Ohio and shall not be farther than seventy-five (75) miles from the intersection of U. S. Highway 33 and U. S. Highway 36 in downtown Marysville, Ohio, in actual miles as determined by the shortest route from said intersection. This shall not preclude telephonic or electronic meetings or hearings or other conference calls including individual participants at farther distances.

The laws of the State of Ohio shall govern all aspects of this bid and contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

(Typed Name of Contractor)

OWNER:
BOARD OF COUNTY COMMISSIONERS,
UNION COUNTY, OHIO

Signature _____

Signature _____

(Typed Name) _____

(Name) Dave Burke, County Commissioner

Title _____

Signature _____

Vendor

(Name) Dave Lawrence, County Commissioner

Federal Identification Number:

Signature _____

(Name) Steve Robinson, County Commissioner

Certifications:

I, _____, certify that I am the
_____ of the corporation named as Contractor herein; that
_____ who signed this Agreement on behalf of the
Contractor, was then _____ of said corporation; that said
Agreement was duly signed for and in behalf of said corporation by authority of its governing
body, and is within the scope of its corporate powers.

Secretary of Corporation

Date: _____

Approved as to form:

Union County Prosecuting Attorney

Date: _____

I hereby certify the necessary funds are in the Treasury of Union County or in the process of collection at this time.

Union County Auditor

Date: _____

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of materials. In addition to the corporation signatures of the surety company on the bond, each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

EXHIBIT "A" – ADDENDUM
DRUG FREE WORKPLACE PROGRAMS

The contractor shall be enrolled in and be in good standing in the drug-free workplace program of the bureau of workers' compensation or a comparable program approved by the bureau that requires an employer to do all of the following:

(a.) Develop, implement, and provide to all employees a written substance use policy that conveys full and fair disclosure of the employer's expectations that no employee be at work with alcohol or drugs in the employee's system, and specifies the consequences for violating the policy.

(b.) Conduct drug and alcohol tests on employees in accordance with division (B)(2)(c) of this section and under the following conditions:

- (i) Prior to an individual's employment or during an employee's probationary period for employment, which shall not exceed one hundred twenty (120) days after the probationary period begins;
- (ii) At random intervals while an employee provides labor or onsite supervision of labor for a public improvement contract. The employer shall use the neutral selection procedures required by the United States Department of Transportation to determine which employees to test and when to test those employees.
- (iii) After an accident at the site where labor is being performed pursuant to a public improvement contract. For purposes of this division, "accident" has the meaning established in rules the administrator of workers' compensation adopts pursuant to Chapters 4121. And 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on the effective date of this section.
- (iv) When the employer or a construction manager has reasonable suspicion that prior to an accident an employee may be in violation of the employer's written substance use policy. For purpose of this division, "reasonable suspicion" has the meaning established in rules the administrator adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on the effective date of this section.
- (v) Prior to an employee returning to a work site to provide labor for a public improvement contract after the employee tested positive for drugs or alcohol, and again after the employee returns to that site to provide labor under that contract, as required by either the employer, the construction manager, or conditions in the contract.

(c.) Use the following types of test when conducting a test on an employee under the conditions described in division (B)(2)(b) of this section:

- (i) Drug and alcohol testing that uses the federal testing model that the administrator has incorporated into the bureau's drug-free workplace program;
- (ii) Testing to determine the concentration of alcohol on an employee's breath is equal to or in excess of the level specified in division (A)(1)(d) or (h) of section 4511.19 of the Revised Code, which is obtained through an evidentiary breath test conducted by a breath alcohol technician using breath testing equipment that meets standards established by the United States Department of Transportation, or, if such technician and equipment are unavailable, a blood test may be used to determine whether the concentration of alcohol in an employee's blood is equal to or in excess of the level specified in division (A)(1)(b) or (f) or section 4511.19 of the Revised Code.

(d.) Require all employees to receive at least one hour of training that increases awareness of and attempts to deter substance abuse and supplies information about employee assistance to deal with substance abuse problems, and require all supervisors to receive one additional hour of training in skill building to teach a supervisor how to observe and document employee behavior and intervene when reasonable suspicion exists of substance use;

(e.) Require all supervisors and employees to receive the training described in division (B)(2)(d) of this section before work for a public improvement contract commences during the term of a public improvement contract;

(f.) Require that the training described in division (B)(2)(d) of this section be provided using material prepared by an individual who has credentials or experience in substance abuse training;

(g.) Assist employees by providing, at a minimum, at list of community resources from which an employee may obtain help with substance abuse problems, except that this requirement does not preclude an employer from having a policy that allows an employer to terminate an employee's employment the first time the employee test positive for drugs or alcohol or if an employee refuses to be tested for drugs, alcohol or both.

A contracting authority shall include all the following statements in the public improvement contract entered into between the contracting authority and a contractor for the public improvement:

(1) "Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensations' Drug-Free Workplace Program or a comparable program approved by

the bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement.”

(2) “Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvements.”

(3) “Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.”

(4) “Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.”

EXHIBIT "B" – ADDENDUM

The Contractor agrees to both of the following:

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates:

(B) That no contractor, subcontractor, or any person on the contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

In the event that there is any breach of the provisions against discrimination set forth above, there shall be a forfeiture, pursuant to R.C. 153.60, as follows

That there shall be deducted from the amount payable to the contractor by the state or by any township, county or municipal corporation thereof, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

That the contract shall be canceled or terminated by the state or by any township, county, or municipal corporation thereof, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Union County Morris-Beery Ditch Improvement Project

The Owner has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for Bids, and Information for Bidders.

You are hereby notified that your BID has been accepted for items for: (_____) in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, if applicable, and additional documents as required within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

Union County Engineer
(AGENT FOR OWNER)

By: _____
Jeff Stauch

Title: Union County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
(CONTRACTOR)

this the _____ day of _____, 20_____.

By: _____

Name & Title: _____

Notice to Proceed

Date: _____

To:

Project Name: **Union County Morris-Beery Improvement Project**

You are hereby notified that you are authorized to commence WORK in accordance with the Agreement Dated _____, 20____. The date of completion of all WORK is therefore _____, 20____.

Signed:

President
Board of County Commissioners
Union County, Ohio
233 West Sixth Street
Marysville, Ohio 43040
(937) 645-3012

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
on this _____ day of _____, 20_____.

Signature: _____

Name: _____

Title: _____

Affidavit

**NOTICE OF COMMENCEMENT
UNDER SECTION 1311.252
OF THE OHIO REVISED CODE**

Notice is hereby given pursuant to Section 1311.252 of the Ohio Revised Code that construction will commence for the single improvement described below:

- 1) The name, location and number, if any, used by the Public Authority to identify the improvement to permit the improvement to be identified.

Name: Union County Morris-Beery Ditch Improvement Project

Location: Various roads around Union County

- 2) The name and address of the public Authority:

**Union County Board of Commissioners
233 W. 6th Street
Marysville, Ohio 43040**

- 3) The name and address of the Principal Contractor, to include trade.

Name:

Address:

Phone:

Trade:

Contract Date:

- 4) The name and address of the Surety for the Principal Contractor:

Name:

Address:

Phone:

- 5) The name and address of the representative of the Public Authority upon whom service may be made for the purpose of serving an affidavit pursuant to section 1311.26.

Union County Board of Commissioners
233 W. 6th Street
Marysville, Ohio 43040

- 6) Name of the person completing this document:

- 7) Verification:

I, _____, _____, being
 (representative of the Public Authority)

sworn, state that the information set forth in this Notice of Commencement is true to
 the best of my knowledge and belief.

 Affiant

 Union County Engineer

signed and sworn to before me this _____ day of _____,

_____.

 Notary

My Commission expires _____

HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

(Firm Name)

(Address)

(City, State and Zip Code)

as principal, shall indemnify and save harmless Union County, Ohio, their agents and employees, from all suits and actions of every name and description brought against the Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this _____ day of _____, 20____.

PRINCIPAL _____

BY _____

TITLE _____

SIGNED IN PRESENCE OF:

ATTEST: _____

DELINQUENT TAXES AFFIDAVIT

STATE OF OHIO
COUNTY OF _____

(County in which Contractor resides)

_____ being duly cautioned and sworn states as follows:

1. That he/she is _____ of
(Title)

(Name of contracting party)

2. That _____ **is not** presently charged with any delinquent
(Name of contracting party)
personal property taxes on the general tax list of personal property of any county in which this taxing district has property. This taxing district includes property within the following counties:

_____ Union _____

-OR-

2. That _____ **is** charged with delinquent personal property tax
(Name of contracting party)
on the general tax list of personal property of any county in which this taxing district has property.

This taxing district includes property within the following counties: _____ Union _____

A. The amount of delinquent personal property tax due and unpaid including any due and unpaid penalty and interest is \$_____.

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

Note to Fiscal Officer: If any personal property taxes are delinquent you must send a copy of this statement to the County Treasurer within thirty days of the date it is submitted.

WARNING: MAKING FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY FINE AND/OR IMPRISONMENT.

AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation)

STATE OF _____)
COUNTY OF _____)
_____) S.S.

_____, being sworn, deposes and says
that he is Secretary of _____ a
corporation organized and existing under an by virtue of the laws of the State of _____,
corporation charter/registration # _____, and having its principal office at
_____, _____, County,
(number and street) (city) (name of county)
_____.
(state)

Affiant further says that he is familiar with the records, minute books and by-laws of
_____. Affiant further says that
(name of corporation)

_____ of the corporation
(Name) (Title)

is duly authorized to sign the Contract for the construction of _____
_____ for said corporation by
virtue of _____
(state whether a provision of by-laws or a resolution of the Board of Directors)

_____.
(If by a resolution, give date of adoption.)

(Secretary of Corporation)

Sworn to before me and subscribed in my presence this ___ day of _____, ____.

Notary Public in and for
_____, County

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
[] [] [] []	- [] [] - [] [] [] [] [] []
OR	
Employer identification number	
[] [] [] []	- [] [] [] [] [] [] [] [] [] [] [] []

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
***Note.** Grantor also must provide a Form W-9 to trustee of trust.
Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

BID IDENTIFICATION: _____

CONTRACTOR: _____

Being first duly sworn, deposes and says that he/she is _____

_____ (sole owner, a partner, president, secretary, etc.) of

(Name of Company)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, associate, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof: or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

SEAL

Notary Public

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

Union County's Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration. The Contractor must adhere to the Process in order to resolve disputes on the project and in order to seek additional compensation or contract time from Union County in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and differences of opinion between Union County's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by Union County. Disputes and claims by subcontractors and suppliers against Union County, but not supported by the Contractor, will not be reviewed by Union County.

Disputes and claims subject to review by Union County include:

1. Interpretation of specifications, standard drawings, plans, proposals, working drawings, change orders, authorized by the Board of Union County Commissioners, and orders by Union County personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio Law.
2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.02.B., 2010 CMS
3. Cost and time incurred by:
 - a. Suspension of work pursuant to ODOT Spec. 104.02.C.
 - b. Significant changes in character of work pursuant to ODOT Spec. 104.02D.
 - c. Utility interference with the work pursuant to ODOT Spec. 105.07 and Utility notes.
 - d. Extra work ordered pursuant to ODOT Spec. 104.02.F and the policy on Change Orders.
 - e. Acts or inaction of Union County or other government agencies.
4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in ODOT Spec. 108.06.
5. Other subjects mutually agreed upon by Union County and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust Union County's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in Union County, Ohio. The following procedures do not compromise the Contractor's right to seek relief in any appropriate Court located in Union County, Ohio.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim Process. Union County personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Union County personnel involved in a second or third tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work:

At the discretion of Union County, the Contractor shall continue with all work, including that which is in dispute. Union County will continue to pay for the work.

Step 1 (On-Site Determination):

The Construction Engineer/Project Manager shall meet with the Contractor's Superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in ODOT Spec. 104.02G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (Dispute Resolution Committee):

Within seven (7) calendar days of receipt of Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to Union County Engineer. The Engineer will assign the dispute a dispute number. The dispute number will consist of the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the County Engineer.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier of involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension required.

4. A narrative of the disputed work or project circumstances at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstances alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documentation.

Union County shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Step 2 level. The DRC must include the Union County Engineer and the Union County Engineer's Project Engineer.

To prepare the DRC meeting, the Project Engineer will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise the Construction Department on the status of the dispute.

The DRC shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days as of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3

If not resolved, go through the proper legal proceedings through the appropriate court located in Union County, Ohio.



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name _____

Exact location of job/project _____

Name of job/project as it appears on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A house of public worship or religious education;
<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Owner/Contractee

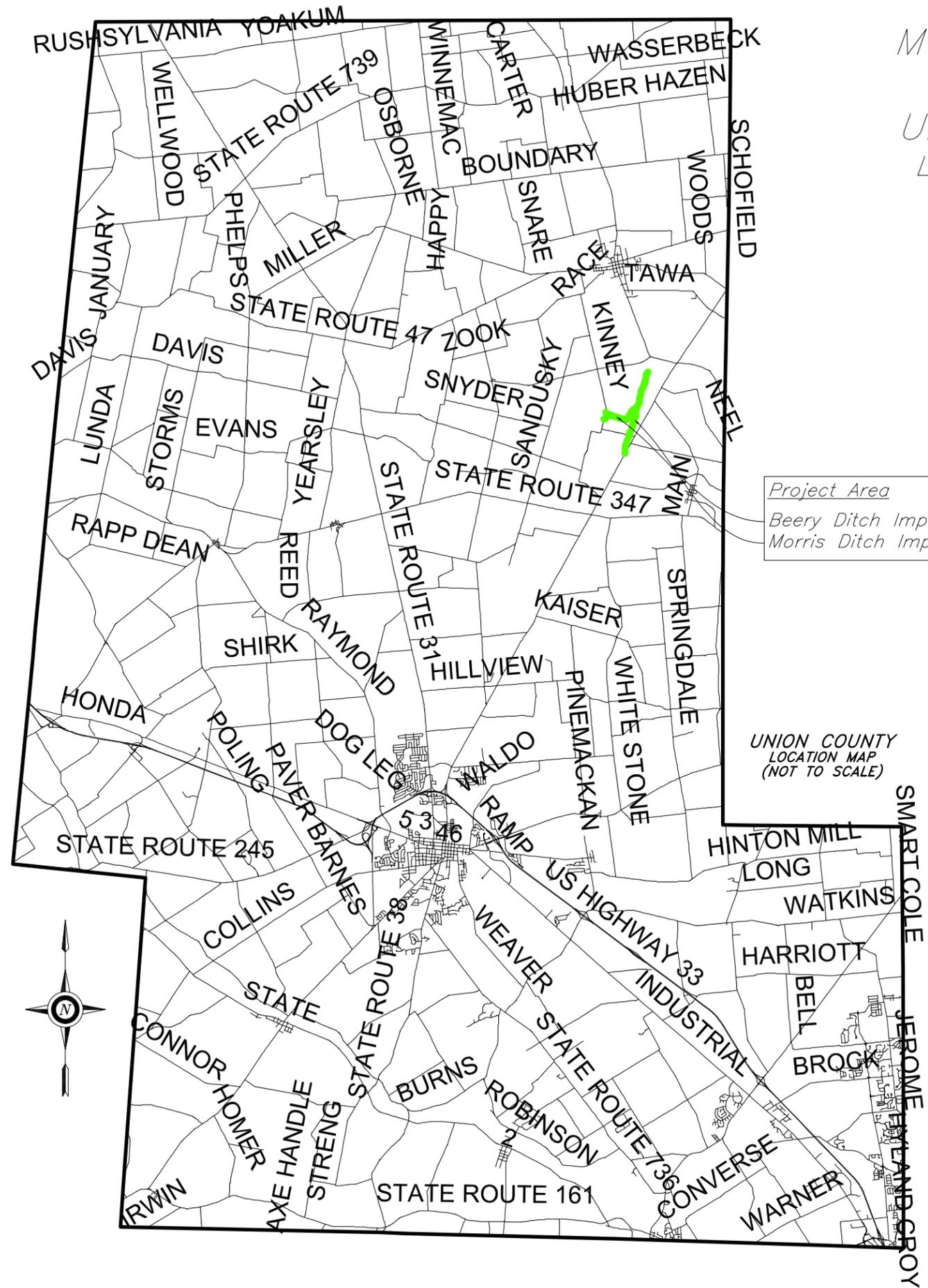
Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____



MORRIS-BEERY DITCH IMPROVEMENT UNION COUNTY, OHIO LEESBURG & CLAIBOURNE TOWNSHIPS

INDEX OF SHEETS:

TITLE SHEET.....1
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 PLAN AND PROFILE (BEERY DITCH).....9-10
 CROSS SECTIONS.....11-12
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 ROCK PAD DETAILS.....15
 R/C DROP BOX SPILLWAY DETAILS.....16-20

Project Area
 Beery Ditch Improvement
 Morris Ditch Improvement

UNION COUNTY
 LOCATION MAP
 (NOT TO SCALE)

NOTICE TO EXCAVATOR

Excavator must notify all utilities at least 48 hours, and not more than 10 days, prior to the planned commencement of excavation.

1. Call OUPS (800-362-2764 or 811) for a listing of member and limited basis participant utilities.
2. Call the Ohio Oil and Gas Underground Protection Service (OGPUPS) at 800-925-0988 (Ext. 2) or 614-715-2984 or 811 for a listing of limited basis participant members.

PLANS JOINTLY PREPARED BY:
 UNION SOIL AND WATER CONSERVATION DISTRICT
 18000 STATE ROUTE 4, SUITE B
 MARYSVILLE, OH 43040
 PH: 937-642-5871

UNION COUNTY ENGINEER'S OFFICE
 633 W. SIXTH STREET
 MARYSVILLE, OH 43040
 PH: 937-645-3018

PROJECT DESCRIPTION

THIS PROJECT WILL CONSIST OF THE IMPROVEMENT OF THE MORRIS DITCH AND THE ESTABLISHMENT OF THE BEERY DITCH, LOCATED IN UNION COUNTY, OHIO. THE PROJECT SHALL INCLUDE IMPROVEMENTS TO SURFACE DRAINAGE, INCLUDING DITCHWORK AND WATERWAYS, INSTALLATION OF SUBSURFACE DRAINAGE, DESTRUCTION OF EXISTING SUBSURFACE DRAINAGE TILE, AND ASSOCIATED EARTHWORK REQUIRED.

** CONSTRUCTION NOTE **

THE CONTRACTOR IS RESPONSIBLE TO USE ALL APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE LIKELIHOOD OF SITE EROSION AND OFFSITE SEDIMENT TRANSPORT. WHEN FINAL SITE STABILIZATION CANNOT BE COMPLETED WITHIN 14 DAYS OF THE COMMENCEMENT OF CONSTRUCTION, AN OHIO EPA NPDES PERMIT MAY BE REQUIRED.

SPECIFICATIONS

PRACTICES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO THE REFERENCED SPECIFICATIONS, LATEST OHIO NRCS MATERIAL AND CONSTRUCTION SPECIFICATIONS AND 2019 ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS.

UNION COUNTY COMMISSIONERS

DATE _____

APPROVED _____

DATE _____ UNION COUNTY ENGINEER

UNDERGROUND UTILITIES

2 WORKING DAYS
 BEFORE YOU DIG

CALL TOLL FREE 800-362-2764 OR 811
 OHIO UTILITIES PROTECTION SERVICE
 NON-MEMBERS MUST BE CALLED DIRECTLY

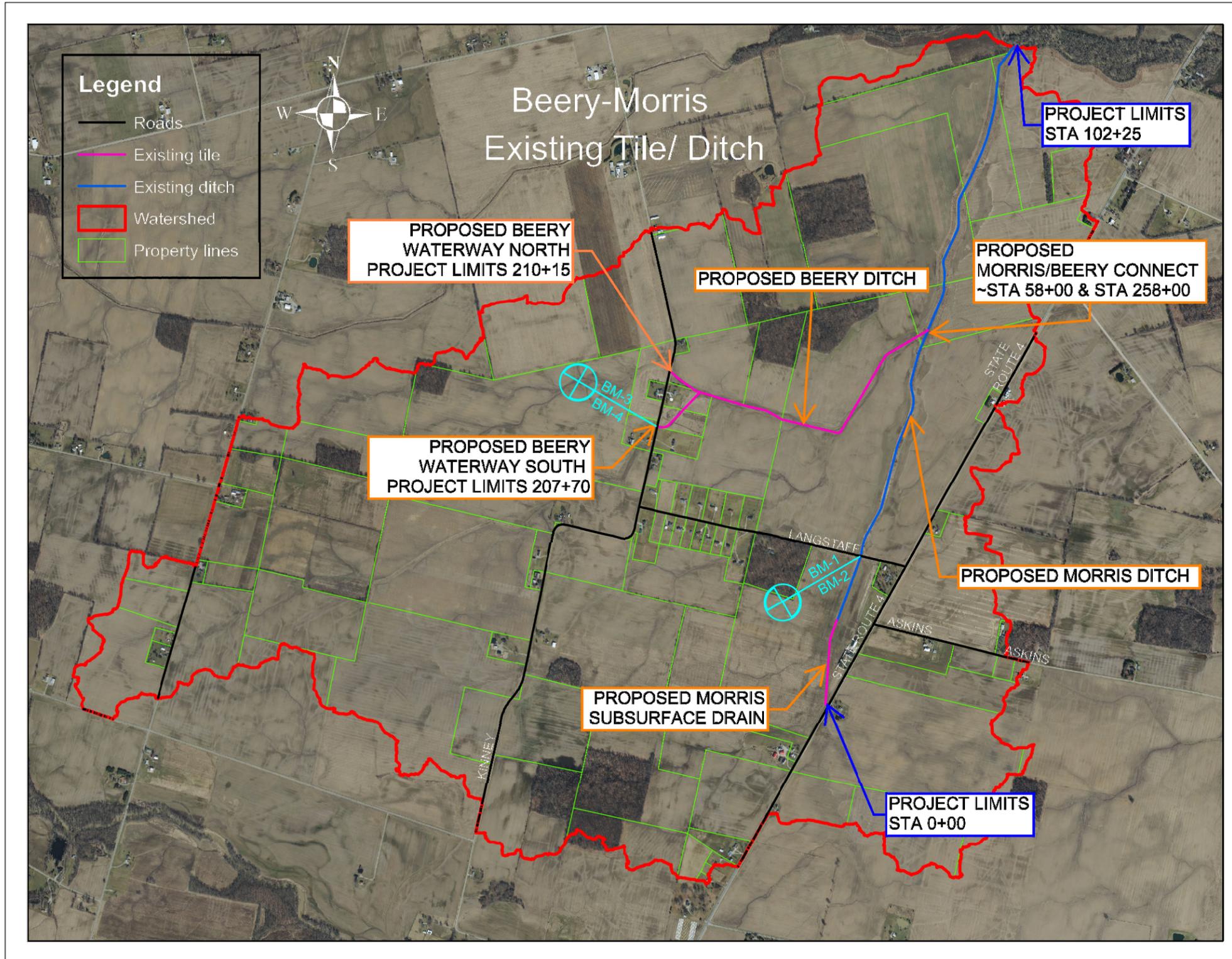
CONSTRUCTION AND MATERIAL SPECIFICATIONS	
OHIO DEPT. OF TRANSPORTATION	USDA NATURAL RESOURCES CONSERVATION DISTRICT
202-REMOVAL OF STRUCTURES OR OBSTRUCTIONS	OH-N-CAD-300 R/C DROP BOX SPILLWAY
601-ROCK CHANNEL PROTECTION	342-CRITICAL AREA PLANTING
611-PIPE CULVERTS, SEWERS, DRAINS, AND DRAINAGE STRUCTURES	412-GRASSED WATERWAY
	582-OPEN CHANNEL
659-SEEDING AND MULCHING	606-SUBSURFACE DRAINAGE
707-STEEL, ALUMINUM, AND PLASTIC PIPE	

DATE	DATE	DATE	DATE
Approved	10/18	10/18	10/18
M. Watkins	M. Watkins	M. Watkins	M. Watkins
Designed	Drawn	Traced	Checked
Job Class IV	Office Copy	Participant Copy	Contractor Copy
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	See Office Copy for original approval signatures		
USDA - NATURAL RESOURCES CONSERVATION SERVICE			
Morris-Beery Ditch Improvement CWI-Open Ditch (582) Claibourne & Leesburg Twp. District Agreement #			
CAD FILE I.D.			
DRAWING NUMBER Morris Ditch 1018			
Sheet 1 of 20			

Morris-Beery Ditch Schematic Plan

BENCHMARK CONTROL SET

NAME	DESCRIPTION	NORTHING	EASTING	ELEVATION
BM-1	LANGSTAFF NW CORNER CONCRETE	257682.583	1748326.358	936.680
BM-2	LANGSTAFF SE CORNER CONCRETE	257626.025	1748324.543	937.129
BM-3	KINNEY PIKE NE CORNER CONCRETE	259567.197	1745349.903	947.333
BM-4	KINNEY PIKE SW CORNER CONCRETE	259562.050	1745300.182	947.539



DATE	APPROVED	TITLE
10/18	M. Watkins	Const. Approved

DATE	DESIGNED	DRAWN	TRACED	CHECKED
10/18	M. Watkins	M. Watkins		

Job Class IV
 Office Copy
 Participant Copy
 Contractor Copy
 See Office Copy for original approval signatures

Morris-Beery Ditch Improvement-Schematic Plan
 CWI-Open Ditch (582)
 Claibourne & Leesburg Twp.
 District Agreement #

CAD FILE I.D.
 DRAWING NUMBER
 Morris Ditch 1018
 Sheet 2 of 20

USDA - NATURAL RESOURCES CONSERVATION SERVICE

GENERAL NOTES

PRACTICES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO THE OHIO NRCS MATERIAL AND CONSTRUCTION SPECIFICATIONS AND MAINTENANCE PLANS. THE CONSTRUCTION AND MATERIAL SPECIFICATIONS OF ODOT, CURRENT EDITION, INCLUDING ALL SUPPLEMENTS, SHALL ALSO GOVERN THE MATERIALS AND WORKMANSHIP FOR THE PROJECT.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL EXERCISE CAUTION ALWAYS FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL ALSO BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES PER 29 CFR 1910.146.

ANY MODIFICATION TO THE WORK AS SHOWN ON THESE APPROVED PLANS SHALL HAVE PRIOR WRITTEN APPROVAL OF THE COUNTY.

THE CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, AND/OR THE LIMITS OF DISTURBANCE SHOWN.

PROPERTY BOUNDARIES, INCLUDING PROPERTY LINES AND ROAD RIGHT-OF-WAY, ARE SHOWN FROM THE BEST INFORMATION AVAILABLE AND ARE NOT NECESSARILY COMPLETE OR ACCURATE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE FINISHED WORK CONFORM TO THE LINES, GRADES, ELEVATIONS, AND DIMENSIONS CALLED FOR ON THE DRAWINGS AND TYPICAL SECTIONS. PAYMENT FOR CONSTRUCTION LAYOUT SHALL BE MADE AT THE LUMP SUM PRICE FOR ITEM 623, CONSTRUCTION LAYOUT STAKES.

THE CONTRACTOR SHALL SUBSTANTIALLY RESTORE ALL DISTURBED AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION. DRAINAGE DITCHES OR WATERCOURSES DISTURBED/ALTERED BY CONSTRUCTION SHALL BE GRADED TO THE CROSS-SECTIONS SHOWN ON THE PLANS.

TRACKING OR SPILLING MUD, DIRT OR DEBRIS UPON STREETS, RESIDENTIAL OR COMMERCIAL DRIVES, SIDEWALKS, OR PATHS IS PROHIBITED AND ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR AT NO COST TO THE COUNTY. IF THE CONTRACTOR FAILS TO REMOVE THE DEBRIS, THE COUNTY HAS THE RIGHT TO REMOVE THESE MATERIALS AND CLEAN THE AFFECTED AREAS, THE COST OF WHICH MAY BE WITHHELD FROM MONIES THAT ARE DUE OR MAY BECOME DUE TO THE CONTRACTOR.

EXCESS EXCAVATED MATERIAL FROM THIS PROJECT SHALL BE HAULED OFFSITE BY THE CONTRACTOR. ADDITIONALLY, SOME EXCESS MATERIAL MAY BE STOCKPILED AT A RESIDENTIAL LOCATION AT THE REQUEST OF THAT RESIDENT. COMPENSATION SHALL BE INCLUDED IN THE BID PRICES FOR ITEM 203, EXCAVATION, AS PER PLAN.

UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS, TOGETHER WITH THEIR RESPECTIVE OWNERS/CONTACTS.

ELECTRIC

UNION RURAL ELECTRIC
15461 US 36 EAST
PO BOX 393
MARYSVILLE, OH 43040
937.642.1826

TELECOM

CHARTER SPECTRUM
3760 INTERCHANGE DRIVE
COLUMBUS, OHIO 43204
614.481.5262

OHIO EDISON
4544 STATE ROUTE 257 S.
OSTRANDER, OH 43061
740.363.3578

UNITED TELEPHONE COMPANY OF OHIO
d/b/a CENTURYLINK
127 N. MAIN STREET
BELLEFONTAINE, OHIO 43311
937.599.9283

GAS

COLUMBIA GAS OF OHIO, INC.
3550 JOHNNY APPLESEED CT.
COLUMBUS, OHIO 43231
800.344.4077

FRONTIER COMMUNICATIONS
2780 LIBERTY ROAD
DELAWARE, OHIO 43015
740.369.0826

THE IDENTITY AND LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE BEEN SHOWN ON THE PLANS AS ACCURATELY AS PROVIDED BY THE OWNER OF THE RESPECTIVE UTILITY. THE COUNTY AND SOIL & WATER DISTRICT ASSUME NO RESPONSIBILITY FOR THE ACCURACY OR DEPTHS OF UNDERGROUND FACILITIES SHOWN ON THE PLANS. IF DAMAGE IS CAUSED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF THE SAME AND FOR ANY RESULTING CONTINGENT DAMAGE.

CLEARING AND GRUBBING REMOVAL/DISPOSAL, AS PER PLAN

THIS ITEM SHALL CONTAIN ALL NECESSARY LABOR, EQUIPMENT, AND MATERIAL TO REMOVE AND DISPOSE OF BRUSH, TREES OR STUMPS, AND DEBRIS ENCOUNTERED WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT. THIS ITEM SHALL BE PAID UNDER THE LUMP SUM BID FOR ITEM 201, CLEARING AND GRUBBING REMOVAL/DISPOSAL, AS PER PLAN.

CONSTRUCTION STAKING

UNION SOIL & WATER WILL BE RESPONSIBLE FOR BOTH THE NEW DITCH AND TILE CENTERLINE ALIGNMENT STAKING. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL OTHER CONSTRUCTION STAKING AND SURVEYING.

SEEDING AND MULCHING, AS PER PLAN

THE CONTRACTOR SHALL APPLY SEEDING AND MULCHING TO THE NEWLY CONSTRUCTED DITCH BANKS ALONG THE ENTIRE PROPOSED DITCH. SEEDING AND MULCHING SHALL ALSO BE APPLIED TO THE GRASS BERM AREAS ALONG THE DITCH FROM STA 0+00 TO STA 55+25 AND STA 207+70 TO 232+00. THE CRP AREA (STA 55+25 TO 102+25) SHALL BE SEEDING DIFFERENTLY (DETAILS BELOW). SEEDING/MULCHING QUANTITY CALCULATIONS FOR THIS ITEM ARE BASED ON THESE LIMITS. SEEDING SHALL BE APPLIED AS OUTLINED BY ODOT, ITEM 659, SEEDING AND MULCHING OR NRCS SPEC 342, SECTION 4 (MIX #1 OR MIX #4). ADDITIONALLY, FERTILIZER SHALL BE PLACED IN CRITICAL AREAS ALONG THE GRASSED WATERWAY, AT THE RATE OUTLINED IN NRCS 342, SECTION 4 TABLE 3. THE CONTRACTOR SHALL INCLUDE FERTILIZER IN THEIR UNIT PRICE FOR ITEM 659--SEEDING AND MULCHING, AS PER PLAN.

SWITCHGRASS AND HAY SHALL BE APPLIED AT A RATE OF 4 LB/ACRE IN THE GRASSLAND CONSERVATION RESERVE PROGRAM (CRP) AREA AND ALONG DITCH OF JAMES GRAY'S PROPERTY (APPROXIMATELY STA 55+25 TO 102+25). CRP SEEDING LIMITS SHALL EXTEND FROM CENTERLINE OF NEW CONSTRUCTED DITCH TO 100 FT ON BOTH SIDES, OR COVER ENTIRE DISTURBED AREA.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY TH ENGINEER FOR THE WORK NOTED ABOVE:

SEEDING AND MULCHING, AS PER PLAN 92,105 SQ YD
CRP SEEDING AND HAY, AS PER PLAN 88 POUNDS

DRAIN TILE OUTLET CONNECTION, AS PER PLAN

THE CONTRACTOR SHALL PROVIDE UNOBSTRUCTED OUTLETS TO ALL ISOLATED TILE DRAINS ENCOUNTERED/INTERCEPTED DURING CONSTRUCTION. THE PRICE FOR EACH CONNECTION SHALL INCLUDE ALL LABOR, MATERIAL (PIPE, RCP, ANIMAL GUARD, ETC.), AND EQUIPMENT NECESSARY TO CONNECT AND OUTLET THE AFFECTED FIELD TILE INTO THE DITCH, TO THE SATISFACTION OF THE CONSTRUCTION INSPECTOR. IT IS ASSUMED THE CONNECTIONS WILL BE INSTALLED IN 20 FOOT PIPE SEGMENTS. THE OPTIMUM OUTLET ELEVATION IS ONE FOOT MINIMUM ABOVE THE PROPOSED FLOWLINE ELEVATION OF THE DITCH.

DRAIN TILE OUTLET CONNECTIONS SHALL BE N-12 (OR EQUIVALENT) NON-PERFORATED PIPE.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE WORK NOTED ABOVE:

4" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP 200 FEET
6" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP 200 FEET
8" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP 200 FEET
10" DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP 200 FEET
12"+ DRAIN TILE OUTLET CONNECTION, TYPE F (707.33), APP 100 FEET

EXISTING DRAIN TILE SYSTEM INTERCEPTION

IN THE CIRCUMSTANCE THAT THE CONTRACTOR ENCOUNTERS AN EXISTING CONNECTED TILE DRAINAGE SYSTEM OR GRID, THE CONTRACTOR SHALL PROVIDE ADEQUATE STORM WATER CONVEYANCE BY INSTALLING A 12-INCH DIAMETER, SMOOTH-WALL INTERCEPTOR PIPE (707.33 OR EQUIVALENT) PARALLEL TO THE SYSTEM. THE EXISTING TILES SHALL BE CONNECTED TO THE PROPOSED INTERCEPTOR PIPE BY INSTALLING INSERTA TEE LATERAL CONNECTIONS (FOR 4" TO 8" DIAMETER PIPE) OR TEE FITTINGS (FOR 10" OR LARGER PIPE).

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE WORK NOTED ABOVE.

12" CONDUIT, TYPE E (707.33), AS PER PLAN 250 FEET
INSERTA TEE LATERAL CONNECTION & RISER, 4", 3' ABOVE GRADE, APP 10 EACH
INSERTA TEE LATERAL CONNECTION & RISER, 6", 3' ABOVE GRADE, APP 10 EACH
INSERTA TEE LATERAL CONNECTION & RISER, 8", 3' ABOVE GRADE, APP 10 EACH
TEE W/ REDUCER, 10" OR LARGER, LATERAL CONNECTION, APP 5 EACH

DESTRUCTION OR REMOVAL OF SUBSURFACE DRAINS, AS PER PLAN

ALL EXISTING SUBSURFACE DRAINS SHALL BE EITHER REMOVED OR CRUSHED IN PLACE. FOR DESTRUCTION OF SUBSURFACE DRAINS, SOIL SHALL BE EXCAVATED FROM THE GROUND SURFACE TO THE TOP OF THE SUBSURFACE DRAIN, SEPARATING THE TOPSOIL MATERIAL FROM SUBSOIL MATERIAL. THE DRAIN SHALL BE COLLAPSED WITHIN THE TRENCH AND THE SOIL SHALL BE RE-ESTABLISHED, AND COMPACTED. ANY TILE DEBRIS REMAINING ON THE GROUND SURFACE FOLLOWING THE DESTRUCTION SHALL BE REMOVED FROM THE SITE.

IF DRAINS ARE NOT CRUSHED, THEY SHALL BE COMPLETELY REMOVED FROM THE SITE. THE SOIL SHALL BE RE-ESTABLISHED AND COMPACTED.

DESTRUCTION/REMOVAL OF THE EXISTING SUBSURFACE DRAINS OUTLINED IN THE PLANS, AND BACKFILL/CLEAN-UP SHALL BE INCLUDED IN THE BID PRICE FOR ITEM 202 - DESTRUCTION OR REMOVAL OF SUBSURFACE DRAINS, AS PER PLAN, AND SHALL BE PAID PER LINEAL FOOT.

ITEM 601 - RIP RAP, CLASS D, AS PER PLAN

THIS ITEM WILL INVOLVE THE EQUIPMENT, MATERIAL, AND LABOR NECESSARY TO PLACE CHANNEL AND OUTLET PROTECTION RIP RAP, CLASS D, AT THE LOCATIONS DETAILED ON BELOW. FOOTPRINT DIMENSIONS FOR THE RIP RAP AREAS ARE SPECIFIED ON PLAN SHEETS 10 AND 15. SEE ESTIMATED QUANTITIES BELOW:

ROCK PAD #1 - STA 215+60 TO 215+80 43 TONS
ROCK PAD #2 - STA 216+15 TO 216+30 13 TONS

EXCAVATION, OPEN DITCH CONSTRUCTION, AS PER PLAN

THIS ITEM SHALL INCLUDE THE REMOVAL AND DISPOSAL OF EXCESS EXCAVATED MATERIAL REQUIRED FOR CONSTRUCTION OF THE OPEN DITCHES, UNLESS OTHERWISE DIRECTED/APPROVED BY THE ENGINEER.

THE CONTRACTOR SHALL HAUL AND STOCKPILE APPROXIMATELY 25,000 CY OF EXCAVATED MATERIAL, WHICH WILL BE SPLIT BETWEEN TWO STOCKPILE LOCATIONS. LOCATION #1 SHALL BE LOCATED NEAR THE LOW WATER CROSSING #1, AT APPROX. STA 231+00. THE STOCKPILE SHALL BE ON THE SOUTH SIDE OF THE DITCH, NEAR THE EDGE OF THE TEMPORARY CONSTRUCTION EASEMENT AND SHALL NOT INTERFERE WITH CONSTRUCTION OPERATIONS. (SEE SHEET 10 FOR LOCATION). STOCKPILE LOCATION #2 SHALL BE 24759 STATE ROUTE 4. STOCKPILE LOCATIONS ARE APPROXIMATE, AND MAY CHANGE (WITHIN PROJECT LIMITS) AT A LATER DATE TO BETTER ACCOMMODATE BOTH THE PROPERTY OWNER AND CONTRACTOR.

TOPSOIL NOT STOCKPILED AT THE PROPERTIES LISTED ABOVE SHALL RE-SPREAD ALONG THE PROPOSED DITCH AS NEEDED TO FACILITATE REVEGETATION.

PROPOSED SUBSURFACE DRAINS

THIS ITEM SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED FOR THE EXCAVATION, INSTALLATION, BACKFILLING, AND CLEAN-UP OF THE AREA ASSOCIATED WITH THE INSTALLATION OF THE TILE OUTLINED WITHIN THE PLANS AND GENERAL SUMMARY. THE TILE SHALL BE INSTALLED TO PROPER GRADE AND ELEVATION. THE PLANS SHOW THE PROPOSED TILE ELEVATIONS, AS WELL AS INVERT ELEVATIONS AND BOTTOM OF PROPOSED DITCH. PHYSICAL TILE QUANTITIES (PIPE, FITTINGS, ANIMAL GUARDS, ETC.) SHALL BE PAID UNDER THIS PAY ITEM. THE PIPE AND FITTINGS MATERIAL SHALL BE N-12 (OR EQUIVALENT) AND CONFORM TO AASHTO M294 STANDARDS.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE WORK NOTED ABOVE:

15" CONDUIT, TYPE C (PERFORATED), 707.33 2720 FEET
15" CONDUIT, TYPE C (NON-PERFORATED), 707.33 40 FEET
18" CONDUIT, TYPE C (PERFORATED), 707.33 570 FEET
18" CONDUIT, TYPE C (NON-PERFORATED), 707.33 205 FEET

DRIVE PIPE AT JEREW PROPERTY

THE CONTRACTOR SHALL INSTALL A 72-INCH DRIVEWAY PIPE AT APPROXIMATE STA 209+82. THE PIPE SHALL BE PLACED ADJACENT TO THE WEIR DROP-BOX (STA 209+45 TO 209+82). THE HOMEOWNER SHALL BE RESPONSIBLE FOR REIMBURSING THE PROJECT FOR MATERIAL AND INSTALLATION OF THE DRIVEWAY PIPE, WHICH WILL BE INSTALLED AS PART OF THIS PROJECT. THE PIPE SHALL BE CONCRETE (ODOT 706.02) OR EQUIVALENT.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE WORK NOTED ABOVE:

72" CONDUIT, TYPE A (706.02 RCP), AS PER PLAN - STA 209+82 40 FEET

LOW WATER CROSSING, AS PER PLAN

THE CONTRACTOR SHALL INSTALL TWO (2) LOW WATER CROSSINGS AT THE LOCATIONS LISTED BELOW (SEE PLAN DETAIL SHEETS 14 AND 15).

LOW WATER CROSSING #1 STA 228+75
LOW WATER CROSSING #2 STA 215+25

PAYMENT FOR THE OPERATIONS AND INCIDENTALS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT LUMP SUM PRICE FOR THE FOLLOWING:

ITEM SPECIAL - LOW WATER CROSSING #1, AS PER PLAN
ITEM SPECIAL - LOW WATER CROSSING #2, AS PER PLAN

ITEM SPECIAL - REINFORCED CONCRETE DROP BOX SPILLWAYS, AS PER PLAN

THIS ITEM WILL INVOLVE THE EQUIPMENT, MATERIAL, AND LABOR NECESSARY TO CAST IN PLACE OR PROVIDE AND INSTALL TWO (2) REINFORCED CONCRETE DROP BOX SPILLWAYS PER MODIFIED NRCS DETAIL STANDARD DRAWING OH-N-CAD-300, WHICH IS PROVIDED IN THIS PLAN SET. THE DROP BOX AT STA 13+50 SHALL ACCEPT TWO (2) 15-INCH SUBSURFACE DRAIN PIPE (707.33), GROUTED (NON-SHRINKING) IN PLACE. THE DROP BOX AT STA 209+45 SHALL ACCEPT ONE (1) 18-INCH SUBSURFACE DRAIN PIPE (707.33), GROUTED IN PLACE. CAST IN PLACE OR PRECAST DROP BOX SPILLWAY STRUCTURES SHALL BE SET ON COMPACTED STONE BASE FOUNDATION OF ODOT #304 CRUSHED LIMESTONE. THE CONTRACTOR IS TO MAINTAIN TOP OF CASTING AND PIPE INVERT ELEVATIONS PER PLAN, AS DIRECTED BY THE ENGINEER. UNIT BID PRICE SHALL INCLUDE ALL OTHER EQUIPMENT, MATERIAL, AND LABOR NECESSARY TO CONSTRUCT THE STONE FOUNDATION, FOOTER, AND CAST IN PLACE OR PRECAST STRUCTURE AND APPLY SEALER TO ALL CONCRETE SURFACES. THE COST FOR THE FOUNDATION STONE WILL BE INCLUDED AND PAID FOR UNDER THIS ITEM.

PAYMENT FOR THE OPERATIONS AND INCIDENTALS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT LUMP SUM PRICE FOR:

ITEM SPECIAL - REINFORCED CONCRETE DROP BOX SPILLWAY, AS PER PLAN (STA 13+50 TO STA 13+77).
ITEM SPECIAL - REINFORCED CONCRETE DROP BOX SPILLWAY, AS PER PLAN (STA 209+45 TO STA 209+82).

EMBANKMENT, AS PER PLAN

A CONTINGENCY QUANTITY OF 10 CY OF EMBANKMENT HAS BEEN ADDED TO THE ESTIMATED QUANTITIES FOR THIS PROJECT.

DATE	Approved	10/18
	Title	10/18
DATE	Const. Approved	
	Title	
DATE	Designed	M. Watkins
	Drawn	M. Watkins
DATE	Traced	
	Checked	
Job Class IV	Office Copy	<input type="checkbox"/>
	Participant Copy	<input type="checkbox"/>
	Contractor Copy	<input type="checkbox"/>
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USDA - NATURAL RESOURCES CONSERVATION SERVICE		
Morris-Beery Ditch Improvement CWI-Open Ditch (582) Claibourne & Leesburg Twp. District Agreement #		
CAD FILE # I.D.		
DRAWING NUMBER Morris Ditch 1018		
Sheet 3 of 20		

SHEET NUMBER			ITEM NRCS	ITEM ODOT	ITEM EXT.	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
5-8	9-10	MISC.							
MORRIS DITCH	BEERY DITCH								
ROADWAY/EARTHWORK									
LS				201		LS		Clearing and Grubbing Removal/Disposal, As Per Plan	3
1300	5640			202		6940	FEET	Destruction or Removal of Existing Subsurface Drains, As Per Plan	3
11240				203		11240	CU YD	Excavation- Open Ditch Construction - STA 13+50-102+25, As Per Plan	3
	20268			203		20268	CU YD	Excavation- Open Ditch Construction - STA 208+00 to 257+00, As Per Plan	3
10				203		10	CU YD	Embankment, As Per Plan	3
EROSION CONTROL									
	56			601		56	TON	Rip Rap, Class D, As Per Plan	3
	40			601		40	TON	Rock Channel Protection, Type C (STA 258+00)	10
92105			342	659		92105	SQ YD	Seeding and Mulching, As Per Plan	3
88			SPECIAL			88	POUND	CRP Seeding and Hay, As Per Plan	3
SUBSURFACE DRAINS									
2720			606	611		2720	FEET	15" Conduit, Type C (Perforated), 707.33	3
40			606	611		40	FEET	15" Conduit, Type C (Non-Perforated), 707.33	3
	570		606	611		570	FEET	18" Conduit, Type C (Perforated), 707.33	3
	230		606	611		205	FEET	18" Conduit, Type C (Non-Perforated), 707.33	3
DRAIN TILE OUTLET CONNECTIONS									
200				611		200	FEET	4" Drain Tile Outlet Connection, Type F (707.33), As Per Plan	3
200				611		200	FEET	6" Drain Tile Outlet Connection, Type F (707.33), As Per Plan	3
200				611		200	FEET	8" Drain Tile Outlet Connection, Type F (707.33), As Per Plan	3
200				611		200	FEET	10" Drain Tile Outlet Connection, Type F (707.33), As Per Plan	3
100				611		100	FEET	12"+ Drain Tile Outlet Connection, Type F (707.33), As Per Plan	3
DRAINAGE STRUCTURES									
	40			611		40	FEET	72" Conduit, Type A (706.02 RCP), As Per Plan - STA 209+82	3
LS			SPECIAL			LS		Reinforced Concrete Drop Box Spillway, As Per Plan, STA 13+50 to 13+71	3, 17-18
LS			SPECIAL			LS		Reinforced Concrete Drop Box Spillway, As Per Plan, STA 209+45 to 209+82	3, 19-20
LS			SPECIAL			LS		Low Water Crossing #1, As Per Plan	13
LS			SPECIAL			LS		Low Water Crossing #2, As Per Plan	14
EXISTING DRAIN TILE INTERCEPTION									
250				611		250	FEET	12" Conduit, Type E (707.33), As Per Plan	10
10			606			10	EACH	Inserta Tee Lateral Connection & Riser, 4", 3' above grade, As Per Plan	3
10			606			10	EACH	Inserta Tee Lateral Connection & Riser, 6", 3' above grade, As Per Plan	3
10			606			10	EACH	Inserta Tee Lateral Connection & Riser, 8", 3' above grade, As Per Plan	3
5			606			5	EACH	Tee w/Reducer, 10" or larger, As Per Plan	3
MISCELLANEOUS									
LS				623		LS		Construction Layout Stakes and Surveying	
LS				624		LS		Mobilization	

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Morris-Beery Ditch Improvement
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Sheet 4 of 20

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DATE 10/18
 DATE 10/18

Designed M. Watkins
 Drawn M. Watkins
 Traced
 Checked

Approved
 Title
 Const. Approved
 Title



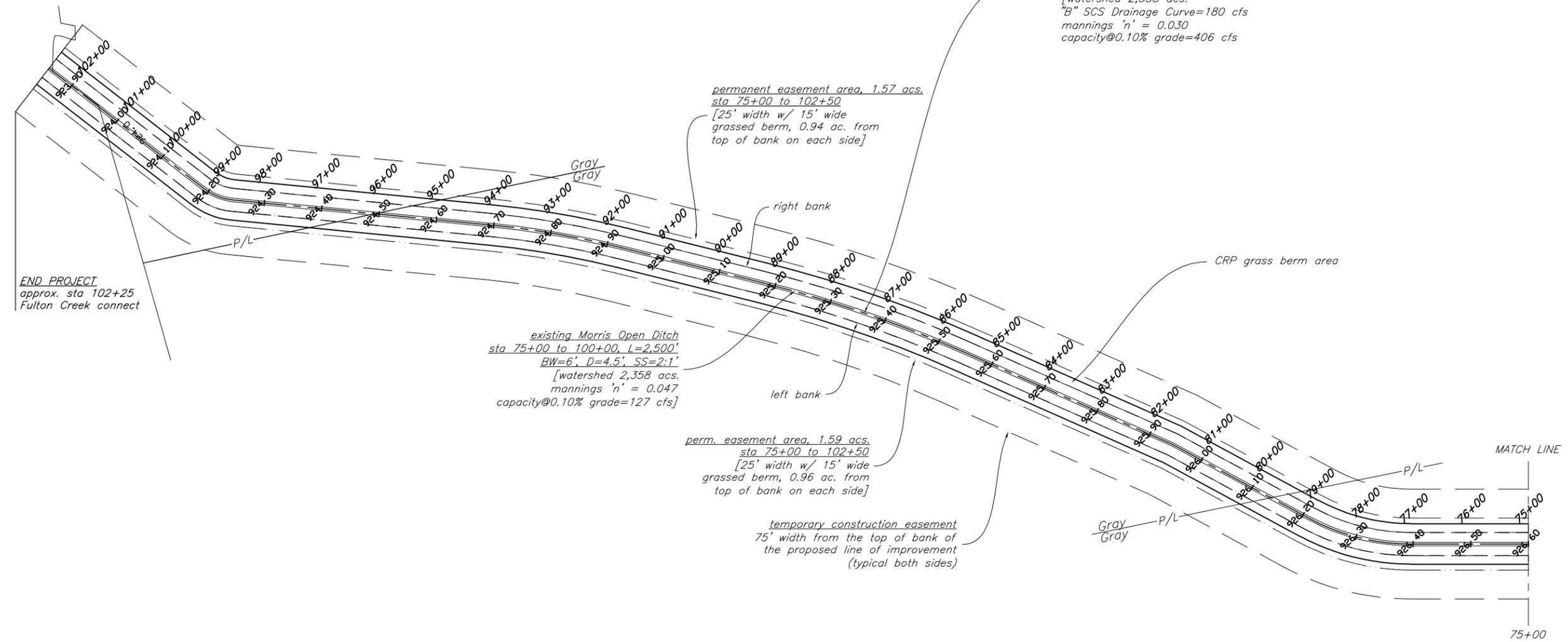
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UNDERGROUND UTILITIES

2 WORKING DAYS
BEFORE YOU DIG

CALL TOLL FREE 800-362-2764 OR 811
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST BE CALLED DIRECTLY

PROPOSED MORRIS OPEN DITCH
sta 75+00 to 102+25, L=2725'
two sided construction
BW=6', D=5.5', SS=3:1'
excavation 3,250 cu yds.
[watershed 2,358 acs.
"B" SCS Drainage Curve=180 cfs
mannings 'n' = 0.030
capacity@0.10% grade=406 cfs



NOTE: Left and Right are designated looking DOWNSTREAM



DATE	DATE	DATE	DATE
Approved	10/18	10/18	10/18
Title	M. Watkins	M. Watkins	M. Watkins
Const. Approved	Traced	Checked	Checked
Job Class IV			
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DATE	Title
DATE	Const. Approved
DATE	Title

DATE	10/18
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Drawn	M. Watkins
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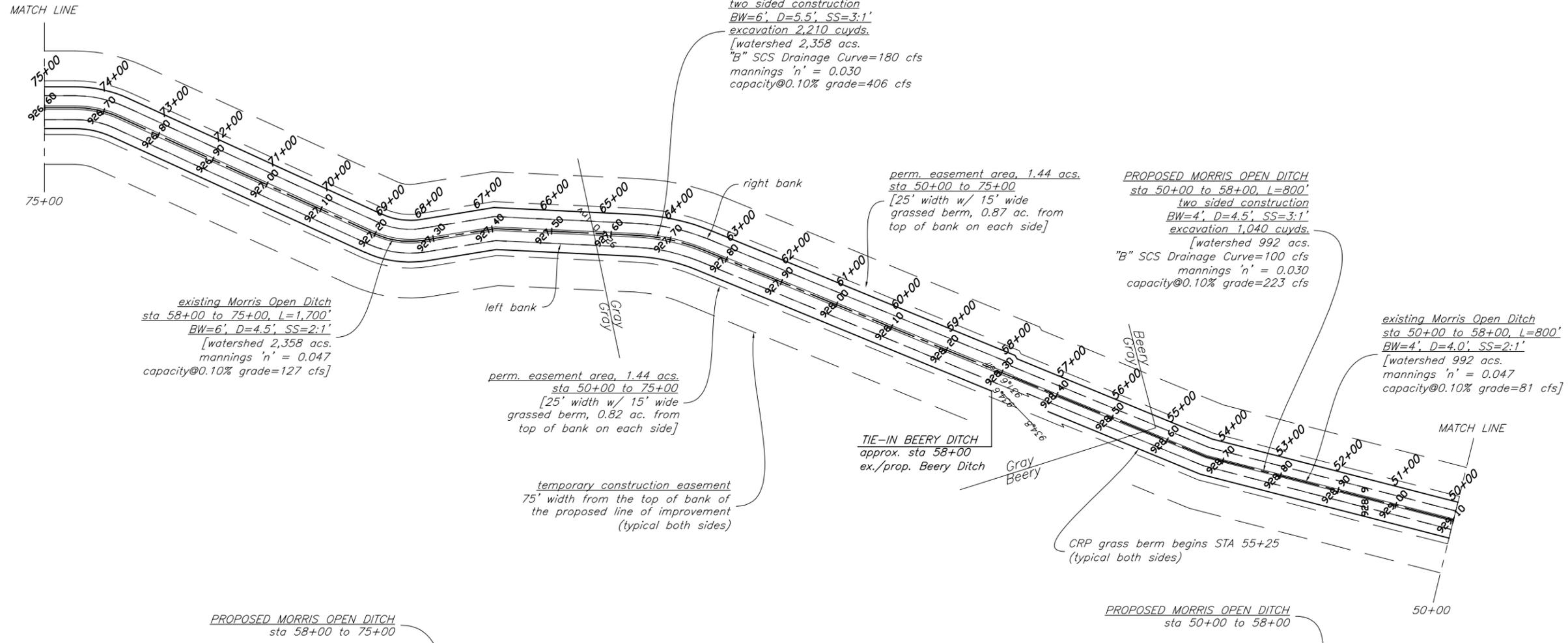
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CWI-Open Ditch (582)
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District Agreement #

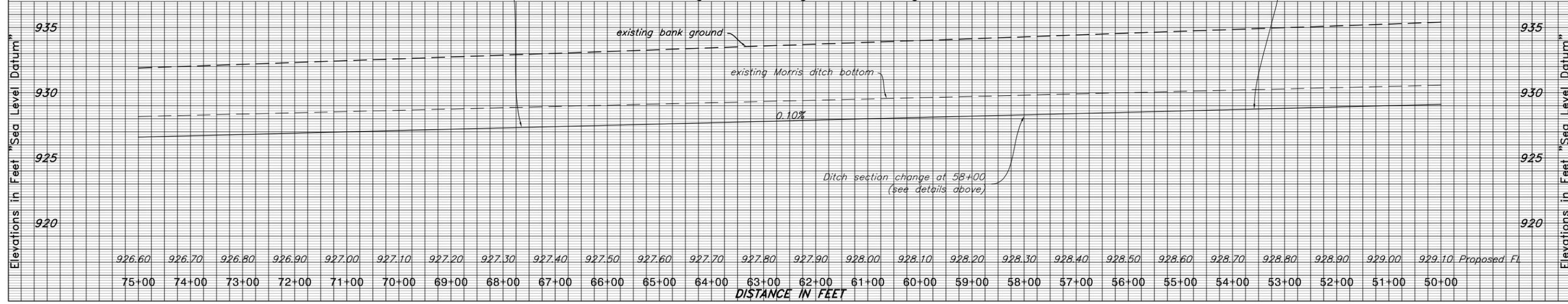
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Drawn	M. Watkins
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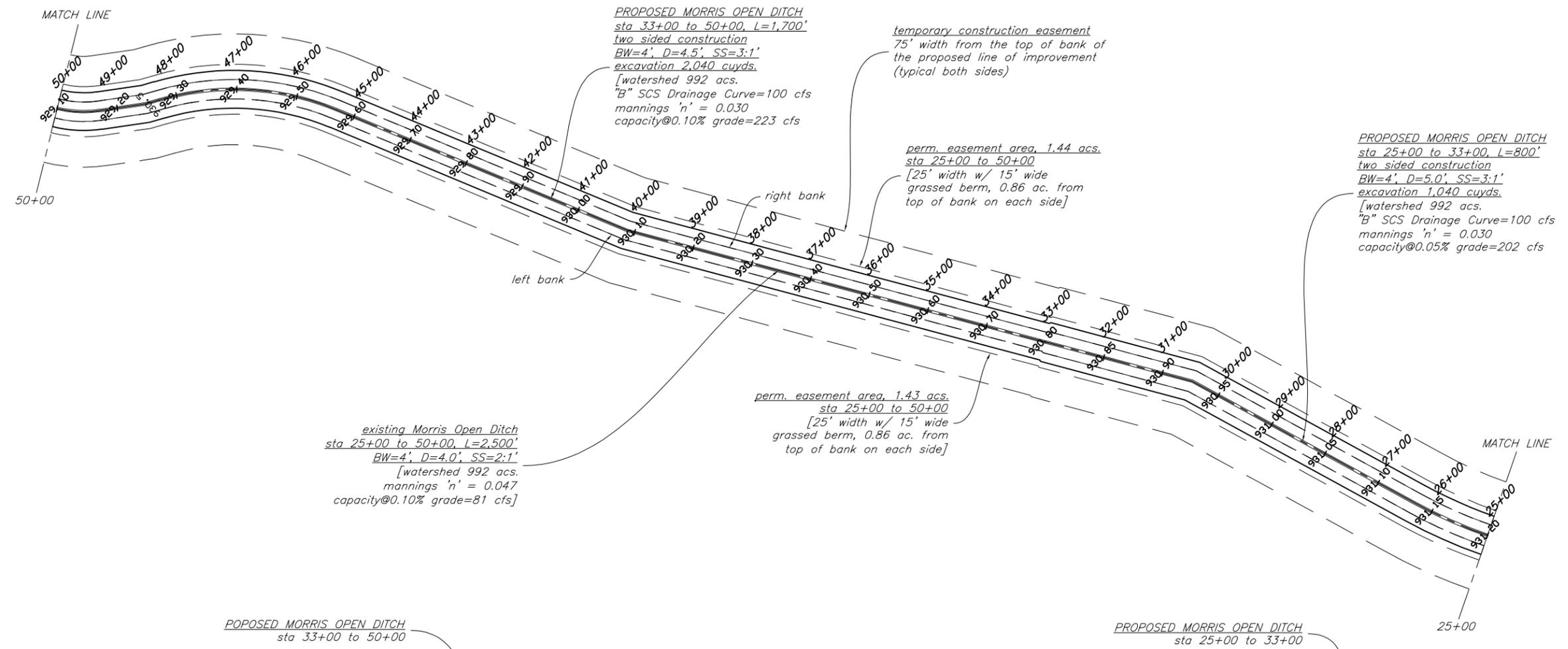
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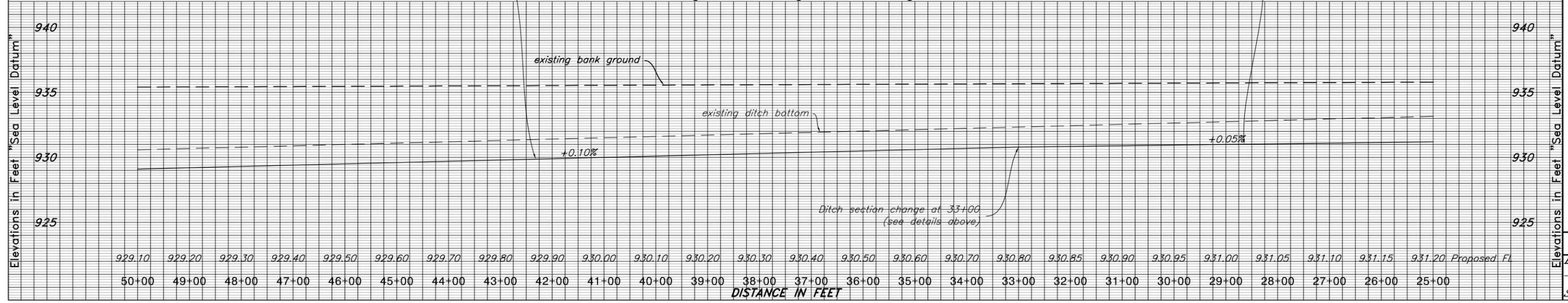
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DRAWING NUMBER
Morris Ditch 1018

Sheet 7 of 20



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Scale in feet
0 100 200

PROPOSED MORRIS OPEN DITCH
sta 23+00 to 25+00, L=200'
two sided construction
BW=4', D=5.0', SS=3:1'
excavation 3,300 cu yds.
[watershed 992 acs.
"B" SCS Drainage Curve=100 cfs
mannings 'n' = 0.030
capacity@0.05% grade=202 cfs

PROPOSED MORRIS OPEN DITCH
sta 13+70 to 22+50, L=880'
two sided construction
BW=4', D=4.5', SS=3:1'
excavation 1,330 cu yds.
[watershed 992 acs.
"B" SCS Drainage Curve=100 cfs
mannings 'n' = 0.030
capacity@0.05% grade=158 cfs

install R/C Drop Box Spillway
sta 13+50 to 13+70
see detail sheet 16

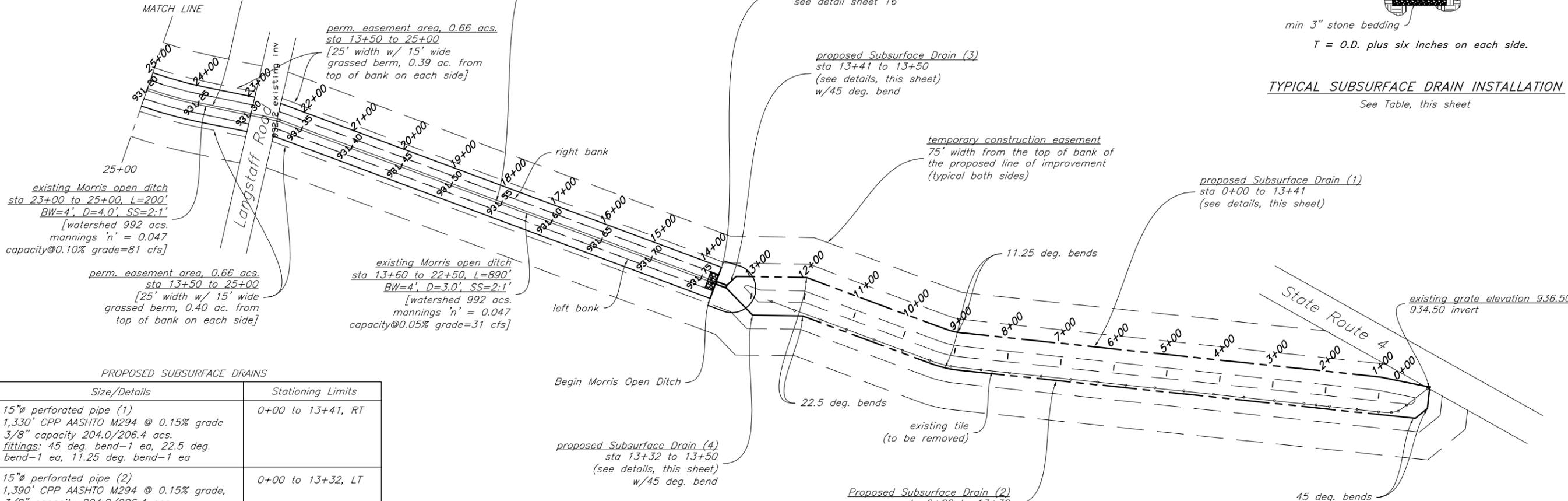
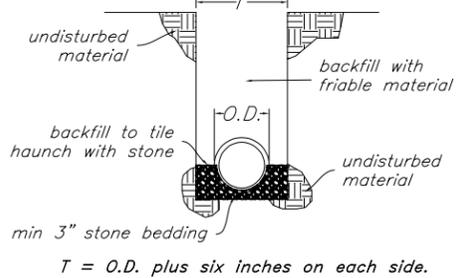
proposed Subsurface Drain (3)
sta 13+41 to 13+50
(see details, this sheet)
w/45 deg. bend

temporary construction easement
75' width from the top of bank of
the proposed line of improvement
(typical both sides)

proposed Subsurface Drain (1)
sta 0+00 to 13+41
(see details, this sheet)

TYPICAL SUBSURFACE DRAIN INSTALLATION

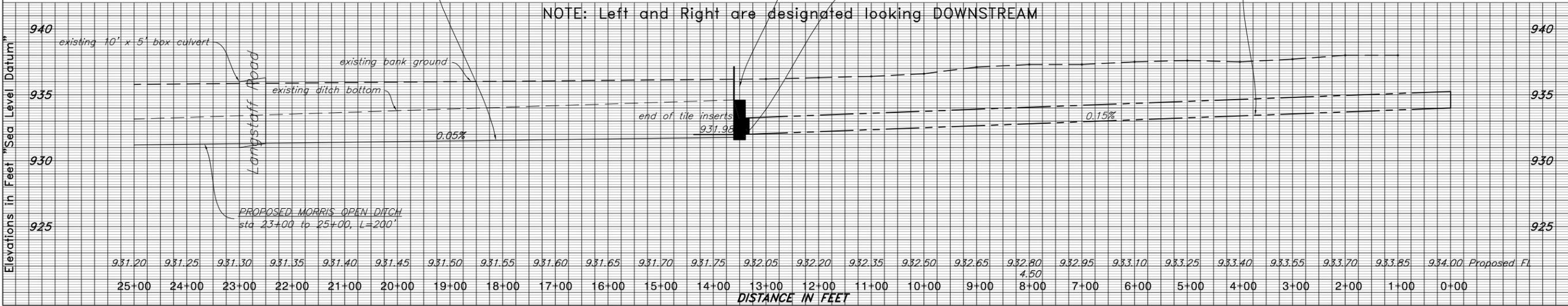
See Table, this sheet



PROPOSED SUBSURFACE DRAINS

Size/Details	Stationing Limits
15"Ø perforated pipe (1) 1,330' CPP AASHTO M294 @ 0.15% grade, 3/8" capacity 204.0/206.4 acs. fittings: 45 deg. bend-1 ea, 22.5 deg. bend-1 ea, 11.25 deg. bend-1 ea	0+00 to 13+41, RT
15"Ø perforated pipe (2) 1,390' CPP AASHTO M294 @ 0.15% grade, 3/8" capacity 204.0/206.4 acs. fittings: 45 deg. bend-3 ea, 22.5 deg. bend-1 ea, 11.25 deg. bend-1 ea	0+00 to 13+32, LT
15"Ø non-perforated pipe (3) 20' CPP AASHTO M294 @ 0.15% grade, 3/8" capacity 204.0/206.4 acs., with approved animal guard	13+41 to 13+50, RT
15"Ø non-perforated pipe (4) 20' CPP AASHTO M294 @ 0.15% grade, 3/8" capacity 204.0/206.4 acs.	13+32 to 13+50, LT

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2 WORKING DAYS
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Title	

Designed	M. Watkins
Drawn	M. Watkins
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Job Class	IV
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Participant Copy	<input type="checkbox"/>
Contractor Copy	<input type="checkbox"/>
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DATE	Designed

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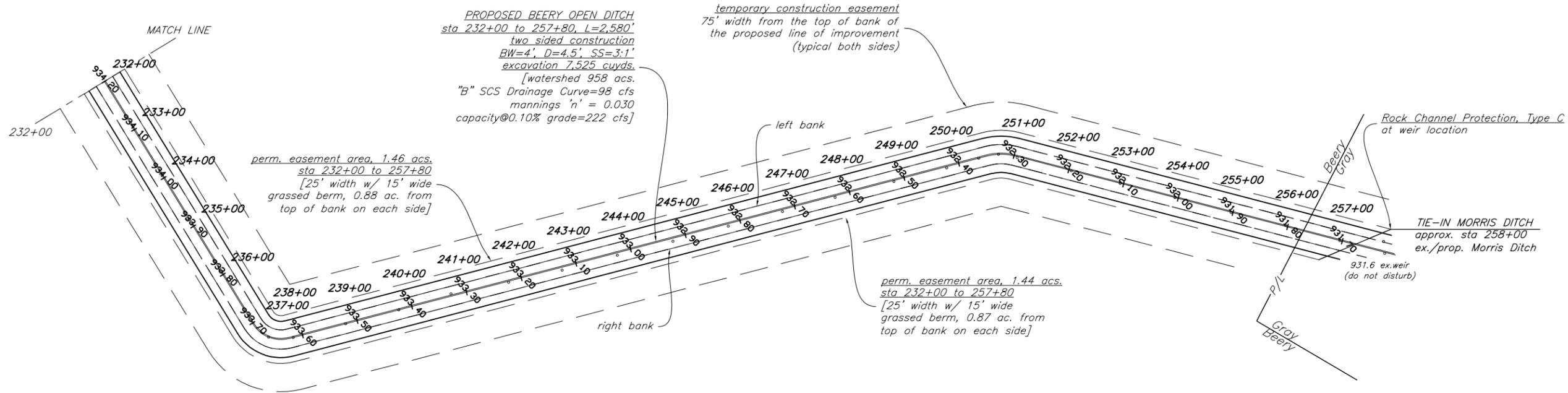
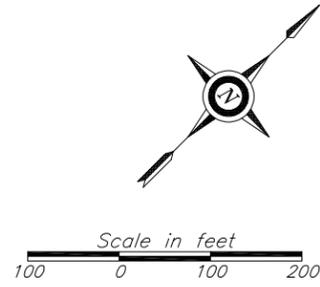
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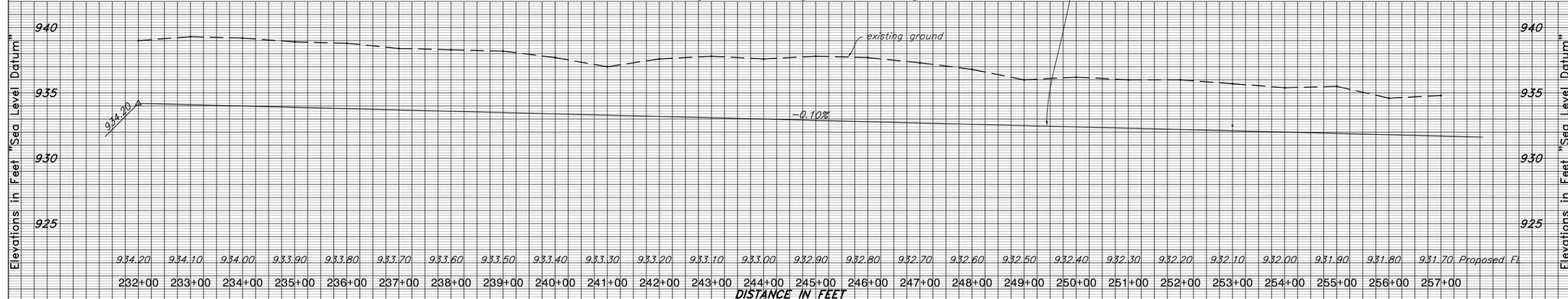
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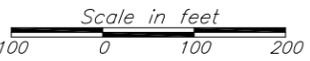
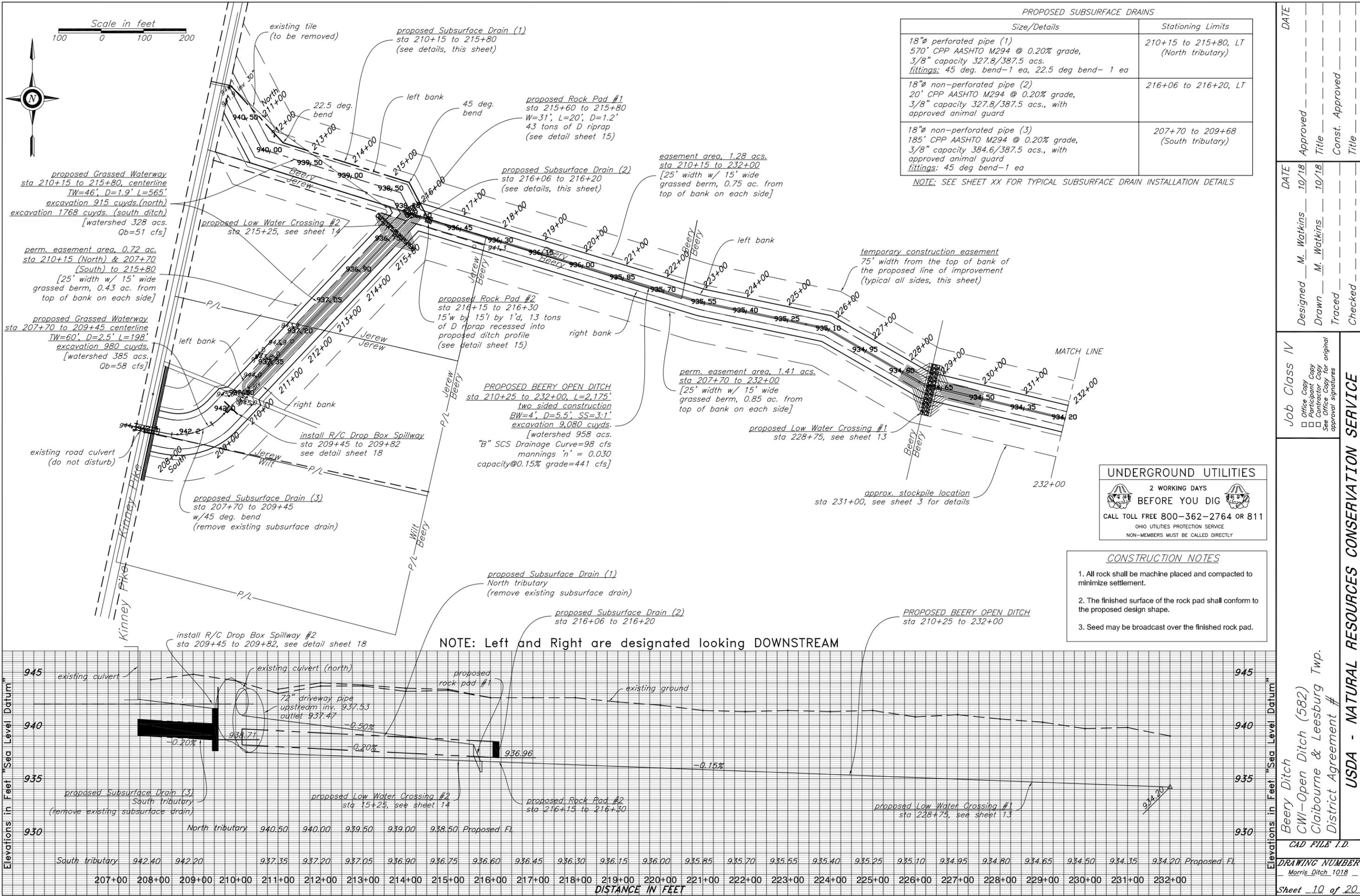
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Morris Ditch 1018

Sheet 9 of 20



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PROPOSED SUBSURFACE DRAINS	
Size/Details	Stationing Limits
18"Ø perforated pipe (1) 570' CPP AASHTO M294 @ 0.20% grade, 3/8" capacity 327.8/387.5 acs. fittings: 45 deg. bend-1 ea, 22.5 deg bend- 1 ea	210+15 to 215+80, LT (North tributary)
18"Ø non-perforated pipe (2) 20' CPP AASHTO M294 @ 0.20% grade, 3/8" capacity 327.8/387.5 acs., with approved animal guard	216+06 to 216+20, LT
18"Ø non-perforated pipe (3) 185' CPP AASHTO M294 @ 0.20% grade, 3/8" capacity 384.6/387.5 acs., with approved animal guard fittings: 45 deg bend-1 ea	207+70 to 209+68 (South tributary)

NOTE: SEE SHEET XX FOR TYPICAL SUBSURFACE DRAIN INSTALLATION DETAILS

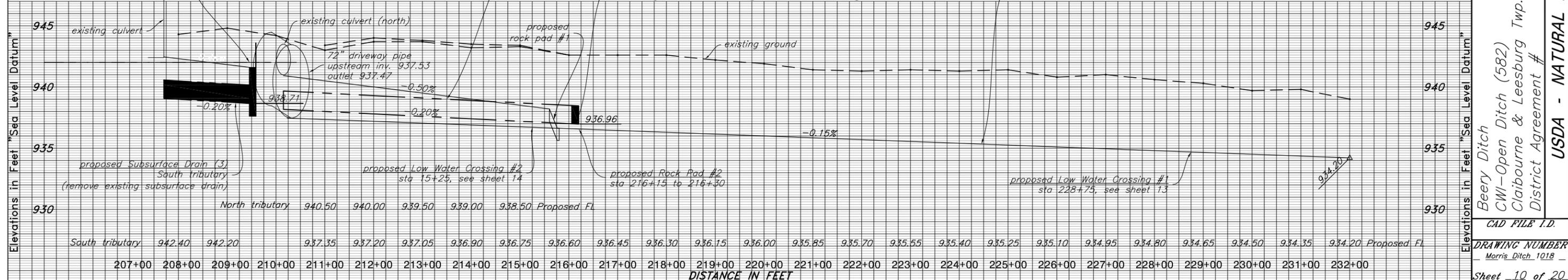
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- CONSTRUCTION NOTES**
- All rock shall be machine placed and compacted to minimize settlement.
 - The finished surface of the rock pad shall conform to the proposed design shape.
 - Seed may be broadcast over the finished rock pad.

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DATE	10/18	DATE	10/18
Approved	M. Watkins	Checked	M. Watkins
Title	Traced	Const. Approved	Title

Job Class IV

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Beery Ditch
CWI-Open Ditch (582)
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Sheet 10 of 20

AREA VOL.
CUT CUT

30

893

30

964

35

975

31

912

31

1029

39

548

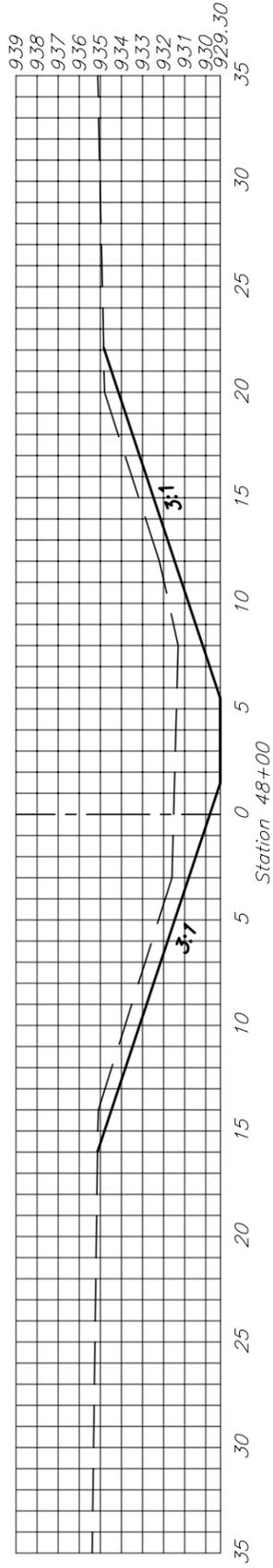
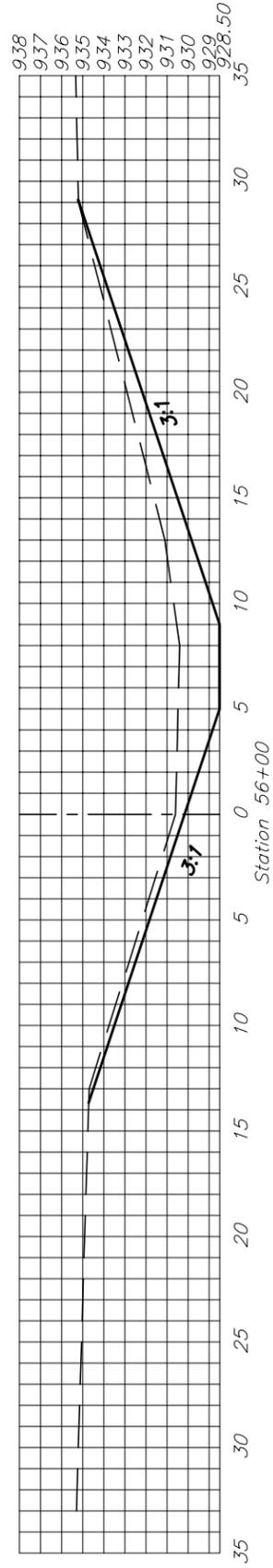
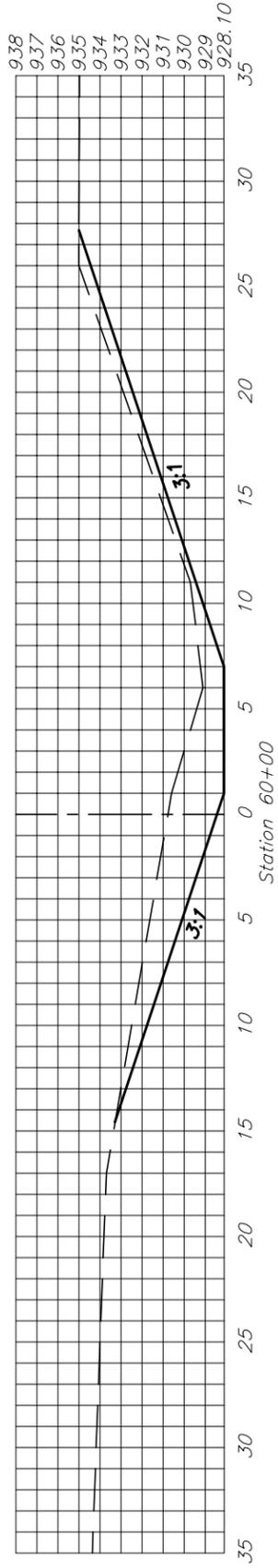
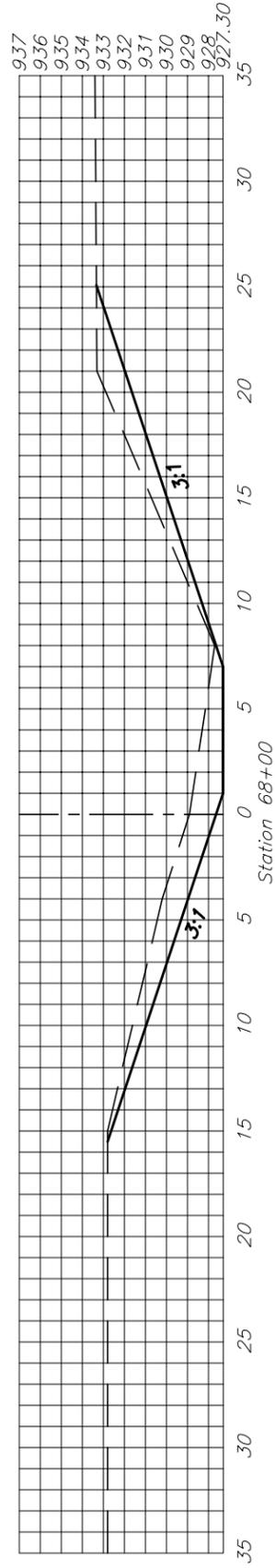
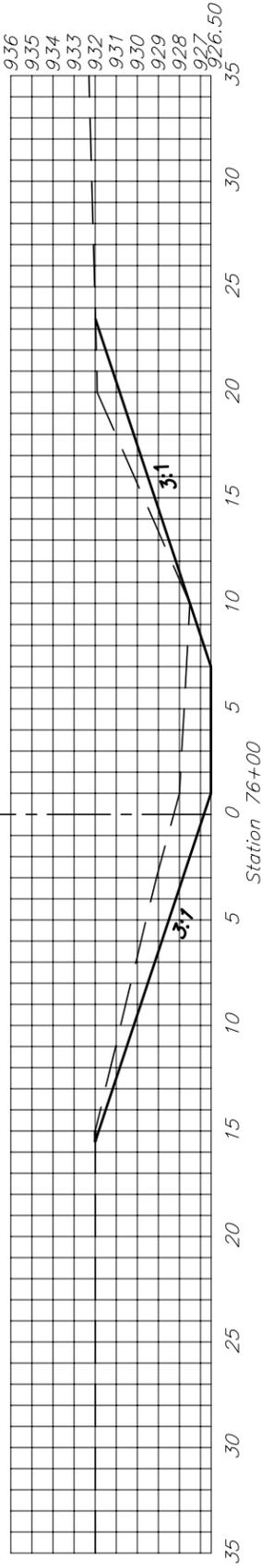
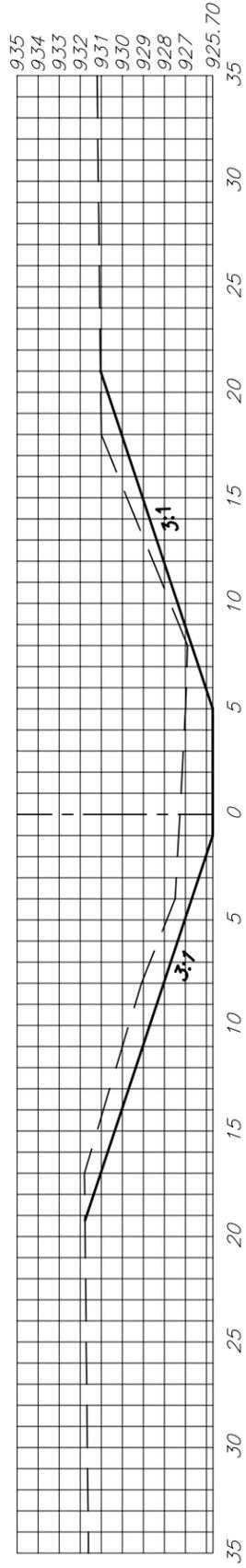
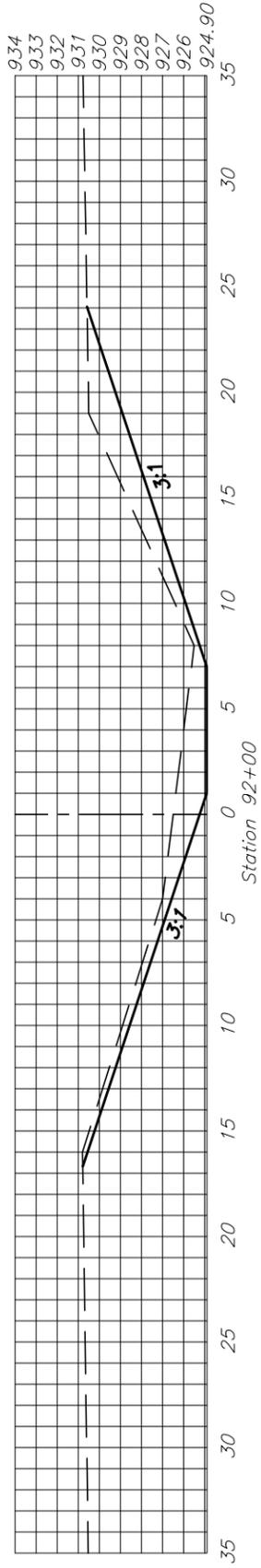
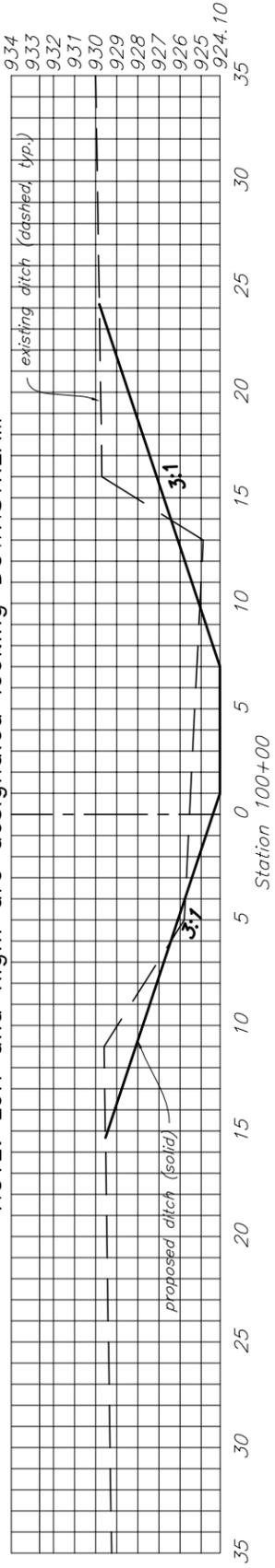
35

1105

40

6426

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CWI-Open Ditch (582)
Claibourne & Leesburg Twp.
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- Contractor Copy
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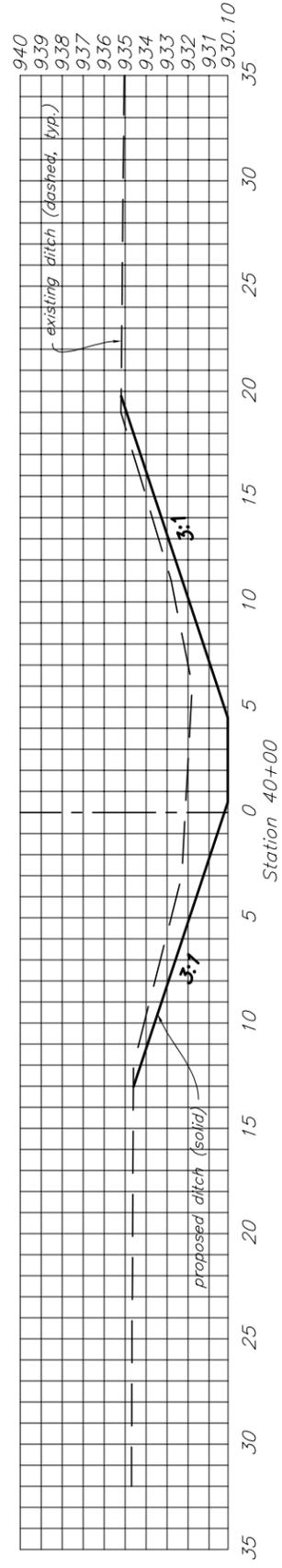
Designed M. Watkins 10/18 Approved _____
 Drawn M. Watkins 10/18 Title _____
 Traced _____ Const. Approved _____
 Checked _____ Title _____

DATE

NOTE: Left and Right are designated looking DOWNSTREAM

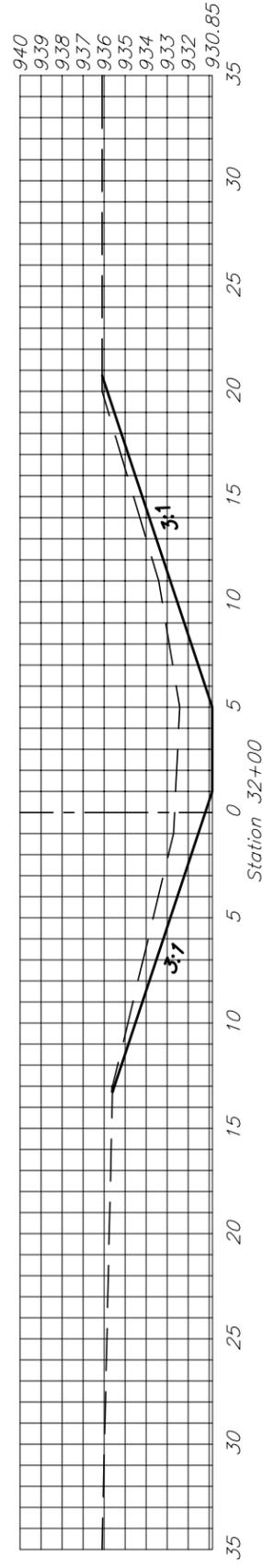
AREA VOL.
CUT CUT

1022



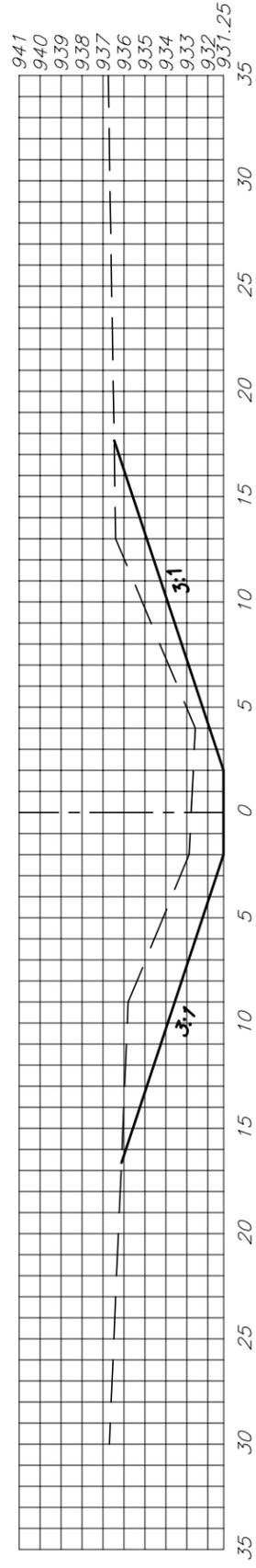
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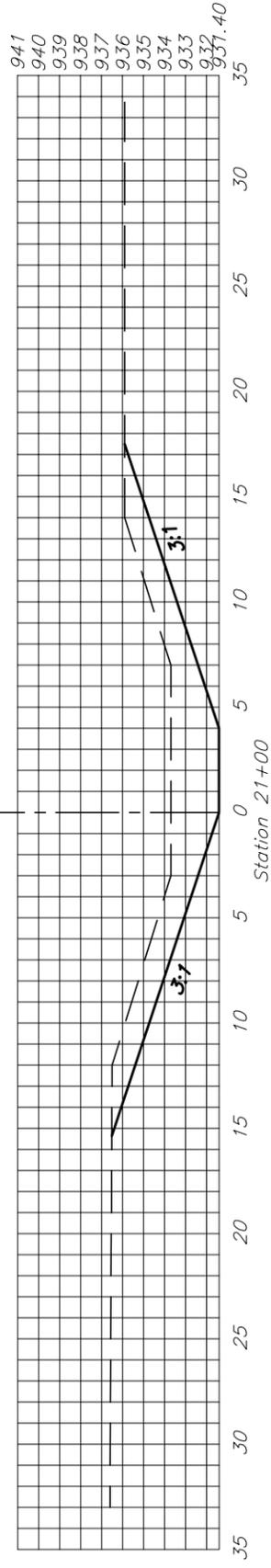
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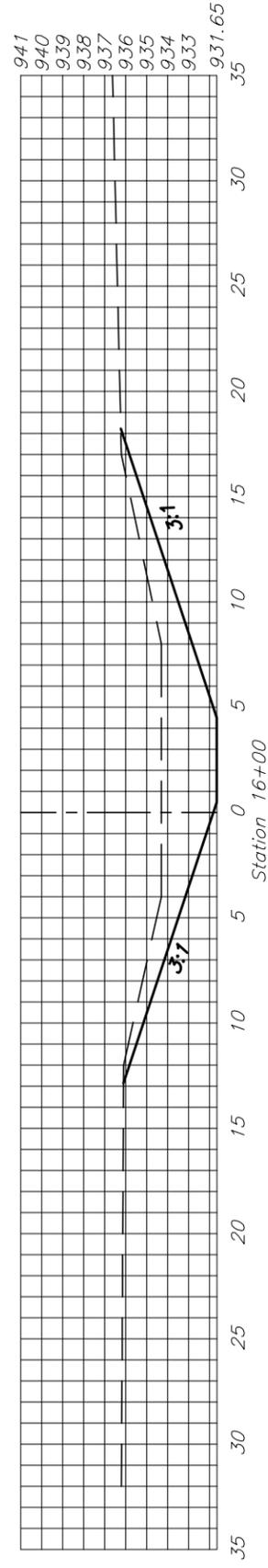
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483



44

781



41

4281

CAD FILE I.D.
DRAWING NUMBER
Morris Ditch 1018
Sheet 12 of 20

Morris Ditch
CWI-Open Ditch (582)
Claibourne & Leesburg Twp.
District Agreement #

USDA - NATURAL RESOURCES CONSERVATION SERVICE

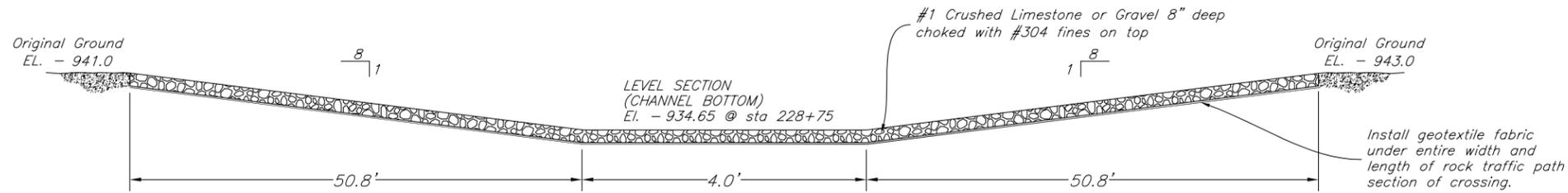
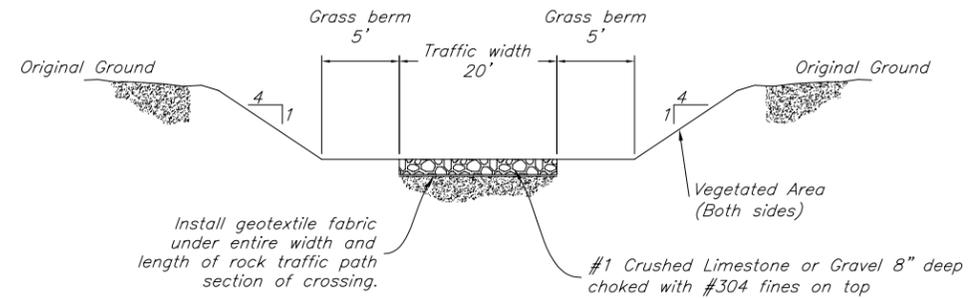
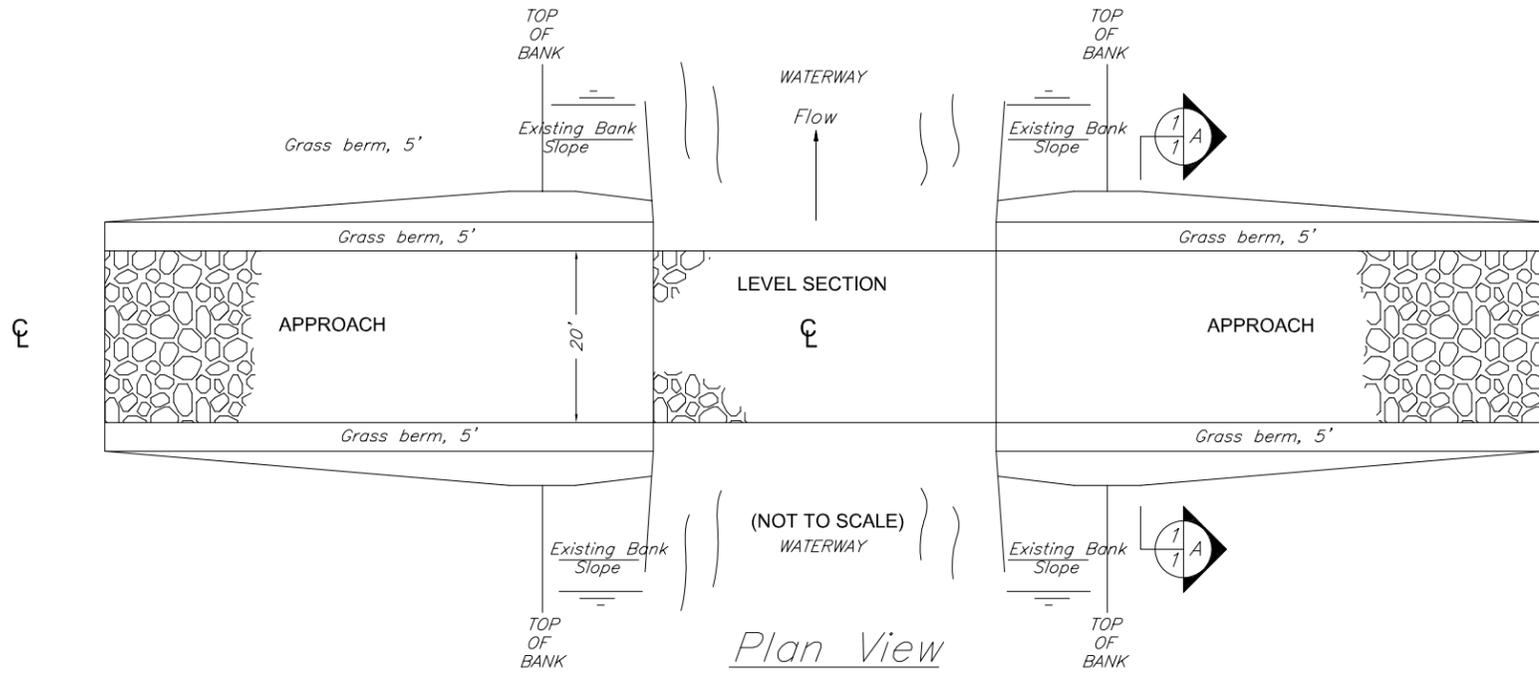
Job Class IV

- Office Copy
- Participant Copy
- Contractor Copy
- See Office Copy for original approval signatures

Designed M. Watkins 10/18
Drawn M. Watkins 10/18
Traced _____
Checked _____

Approved _____
Title _____
Const. Approved _____
Title _____
DATE _____

UNDERGROUND UTILITIES
 2 WORKING DAYS
BEFORE YOU DIG
 CALL TOLL FREE 800-362-2764 OR 811
 OHIO UTILITIES PROTECTION SERVICE
 NON-MEMBERS MUST BE CALLED DIRECTLY



Materials List

EARTHMOVING
 Excavation - 615 Cu. Yds.

ROCK MATERIALS
 84 tons - No. 1 Crushed Limestone or Washed Gravel
 12 tons - No. 304 Aggregate

GEOTEXTILE FABRIC
 121 lineal feet - 20' Wide Needle Punched Polypropylene & Polyester Composition, 6 oz. Geotextile Fabric w/ openings .25 mm or smaller

DATE	
Approved	
Title	
Const. Approved	
Title	

DATE	10/18
Designed	M. Watkins
Drawn	M. Watkins
Traced	
Checked	

Job Class	IV
Office Copy	<input type="checkbox"/>
Participant Copy	<input type="checkbox"/>
Contractor Copy	<input type="checkbox"/>
See Office Copy for original approval signatures	

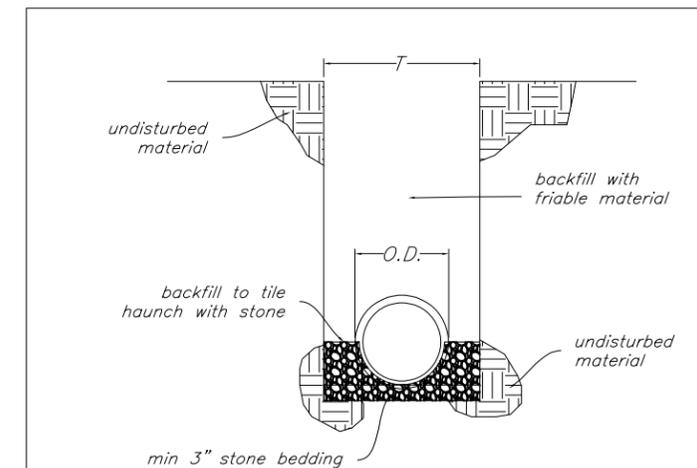
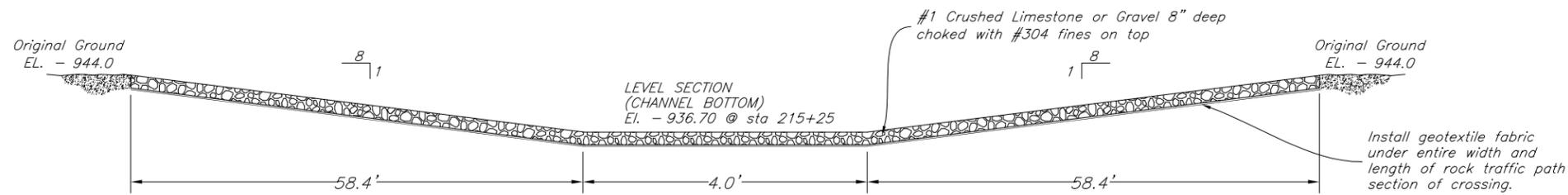
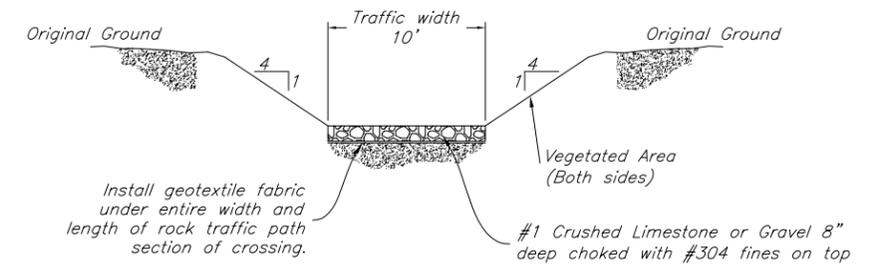
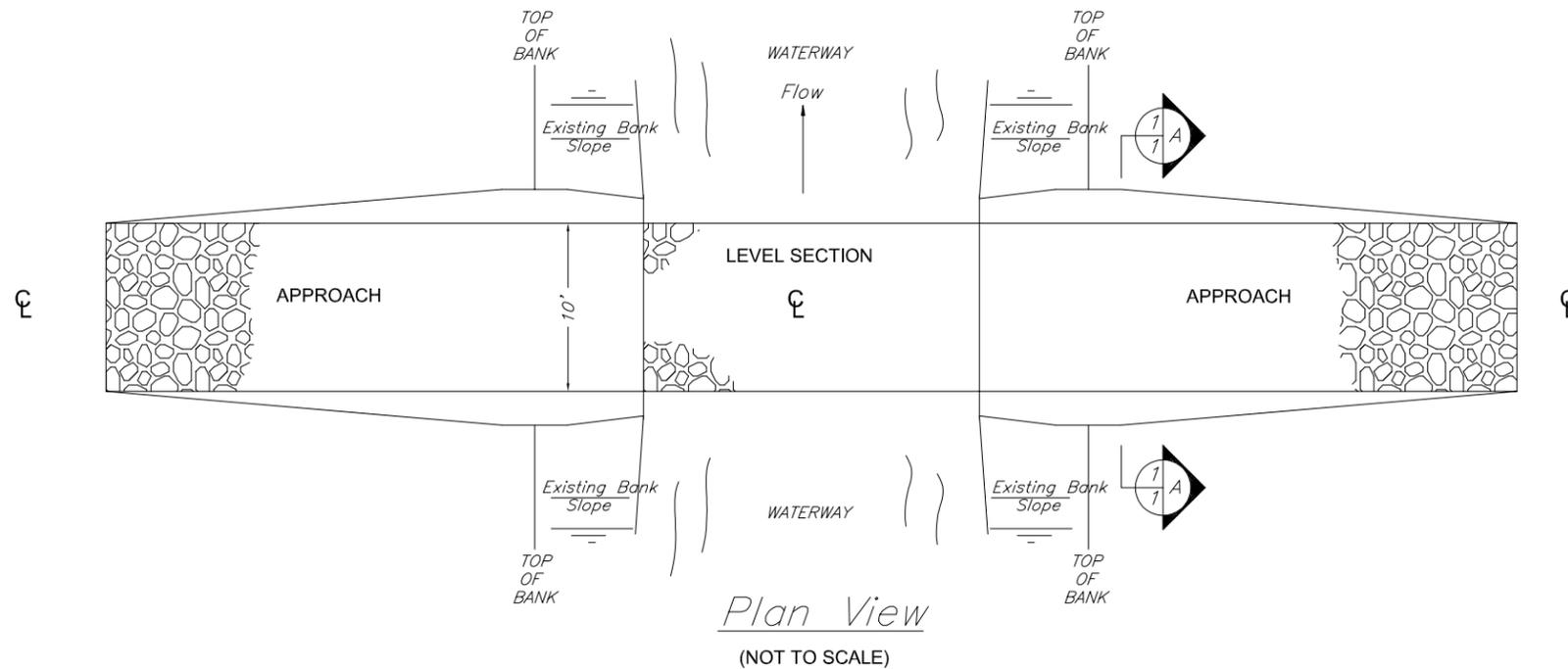
USDA - NATURAL RESOURCES CONSERVATION SERVICE

Beery Ditch
 CWI-Open Ditch (582)
 Claibourne & Leesburg Twp.
 District Agreement #

CAD FILE 1.D.

DRAWING NUMBER
 Morris Ditch 1018

Sheet 13 of 20



Materials List

EARTHMOVING
Excavation - 465 Cu. Yds.

ROCK MATERIALS
42 tons - No. 1 Crushed Limestone or Washed Gravel
6 tons - No. 304 Aggregate

GEOTEXTILE FABRIC
121 lineal feet - 10' Wide Needle Punched Polypropylene & Polyester Composition, 6 oz. Geotextile Fabric w/ openings
.25 mm or smaller

DATE	____
Approved	____
Title	____
Const. Approved	____
Title	____
DATE	10/18
Designed	M. Watkins
Drawn	M. Watkins
Traced	____
Checked	____

Job Class	IV
Office Copy	<input type="checkbox"/>
Participant Copy	<input type="checkbox"/>
Contractor Copy	<input type="checkbox"/>
See Office Copy for original approval signatures	

USDA - NATURAL RESOURCES CONSERVATION SERVICE

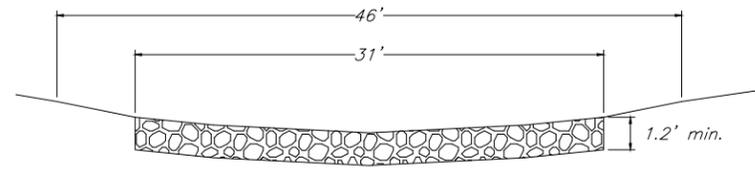
Beery Ditch
CWI - Open Ditch (582)
Claibourne & Leesburg Twp.
District Agreement # _____

CAD FILE I.D.	____
DRAWING NUMBER	Morris Ditch 1018
Sheet	14 of 20

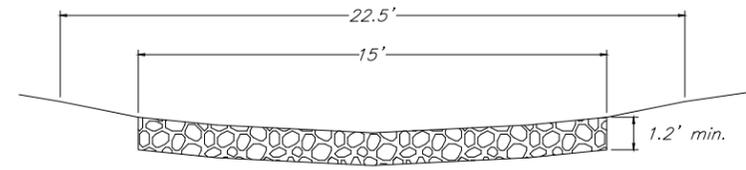
UNDERGROUND UTILITIES

2 WORKING DAYS
BEFORE YOU DIG

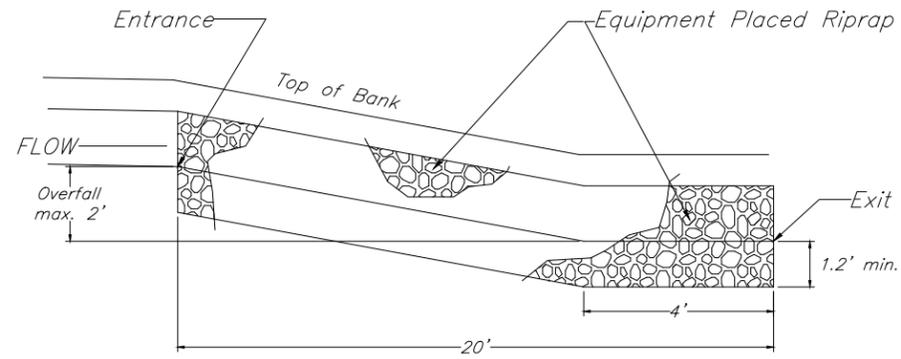
CALL TOLL FREE 800-362-2764 OR 811
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST BE CALLED DIRECTLY



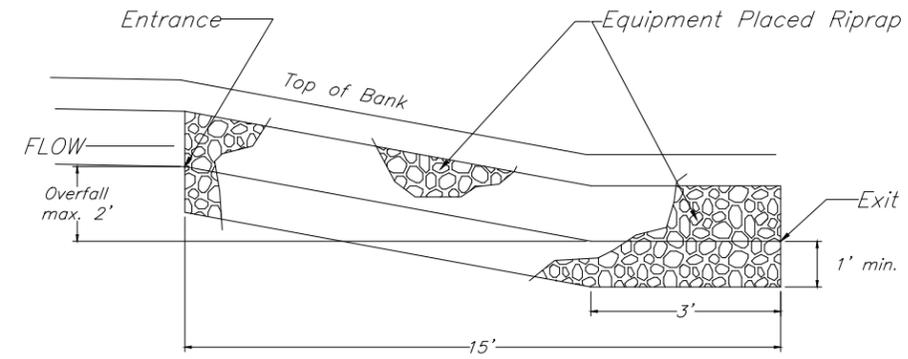
ROCK PAD #1 CROSS-SECTION



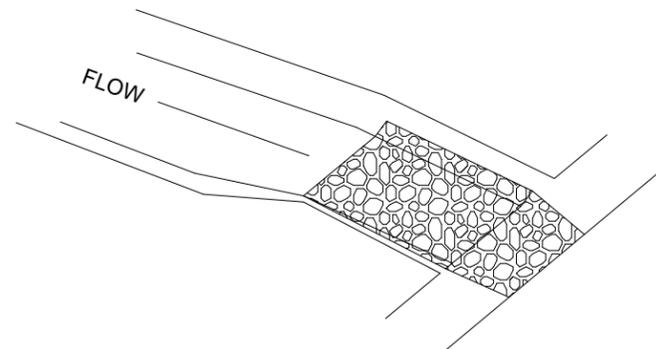
ROCK PAD #2 CROSS-SECTION



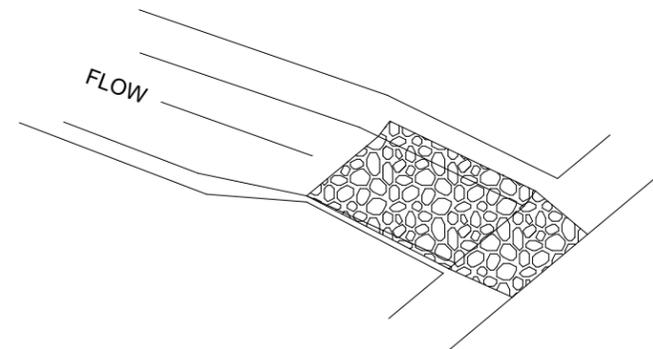
PROFILE - C/L OF ROCK PAD #1



PROFILE - C/L OF ROCK PAD #2



ISOMETRIC VIEW DETAIL



ISOMETRIC VIEW DETAIL

ROCK PAD #1 DETAILS
Sta 215+60 to 215+80
SEE SHEET 10
NOT TO SCALE

ROCK PAD #2 DETAILS
Sta 216+15 to 216+30
SEE SHEET 10
NOT TO SCALE

UNDERGROUND UTILITIES
2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 800-362-2764 OR 811
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST BE CALLED DIRECTLY

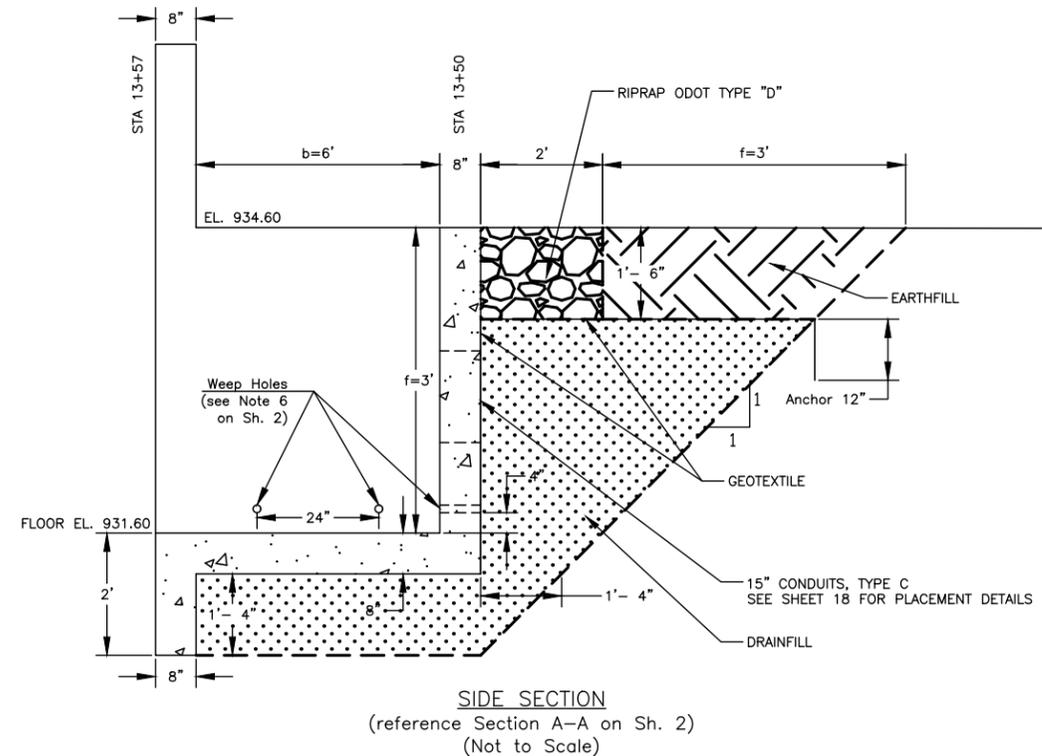
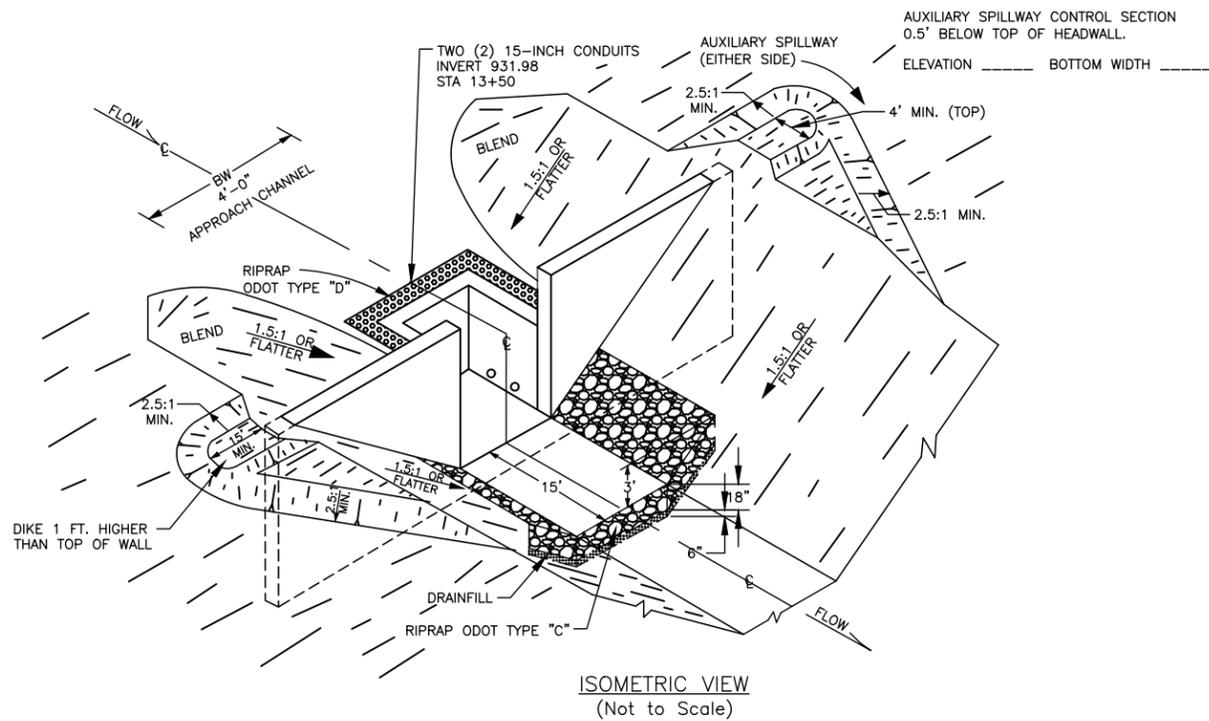
DATE	DATE	DATE	DATE
Approved	10/18	M. Watkins	10/18
Title	10/18	M. Watkins	10/18
Const. Approved		Traced	Checked
Job Class IV			
<input type="checkbox"/> Office Copy <input type="checkbox"/> Participant Copy <input type="checkbox"/> Contractor Copy <input type="checkbox"/> See Office Copy for original approval signatures			
USDA - NATURAL RESOURCES CONSERVATION SERVICE			
Beery Ditch			
CWI-Open Ditch (582)			
Claibourne & Leesburg Twp.			
District Agreement #			
CAD FILE I.D.			
DRAWING NUMBER			
Morris Ditch 1018			
Sheet 15 of 20			

REINFORCED CONCRETE DROP BOX SPILLWAY
 ** DRAWING INFORMATION **

1. The drawings on the following pages (OH-N-300-CAD, sheets 17-20 within this plan set) use the Design Charts in the Engineering Field Handbook (EFH) for sizing the structure and for the steel layout and concrete dimensions.
2. The "cover sheet" contains the isometric views and typical sections. This sheet is to be used with the other detail sheet that can be used for each of the available sized structures. The sizes are determined by the amount of overfall (f), specifically 3.0 ft., 3.5 ft., 4.0 ft., 4.5 ft., and 5.0 ft..
3. Fill in all boxes on the concrete and steel detail views with the required elevations and/or dimensions.
4. All reinforcing steel is #4 bar (1/2" diameter). All splice lengths shall be a minimum of 16".
5. Large Riprap, Types "C" and "D", gradations are as specified in the Ohio Dept. of Transportation (O.D.O.T.) Construction and Material Specifications handbook.
6. Drainfill gradation is specified as AASHTO M43 #57 or #67. These gradations can be found in the O.D.O.T. handbook in Table 703.01 "(AASHTO M43) Standard Sizes of Processed Aggregate".
7. Earthfill shall meet the requirements of NRCS-Ohio Construction and Material Specification "OH-23 Earthfill".
8. Concrete shall meet the requirements of NRCS-Ohio Construction and Material Specification "Concrete".
9. Geotextile shall meet the requirements of NRCS-Ohio Construction and Material Specification "OH-95 Geotextile".
10. The wingwalls shall be buried a minimum of 2 ft. into the bank. Options are provided for lengthening the walls to meet this requirement- maximum of 4 ft. in 1 ft. increments.
11. For a 3:1 backfill/channel bank slope, note that all values of X with h= 3 ft. will require additional wingwall length. Refer to the Table "Extra Wingwall Length" on Sh. 2.
12. Additional details are provided for the extra wingwall lengths (L) of 1 ft., 2 ft., and 3 ft. If 4 ft. is required, use the 2 ft. detail twice to get the total 4 ft. length.

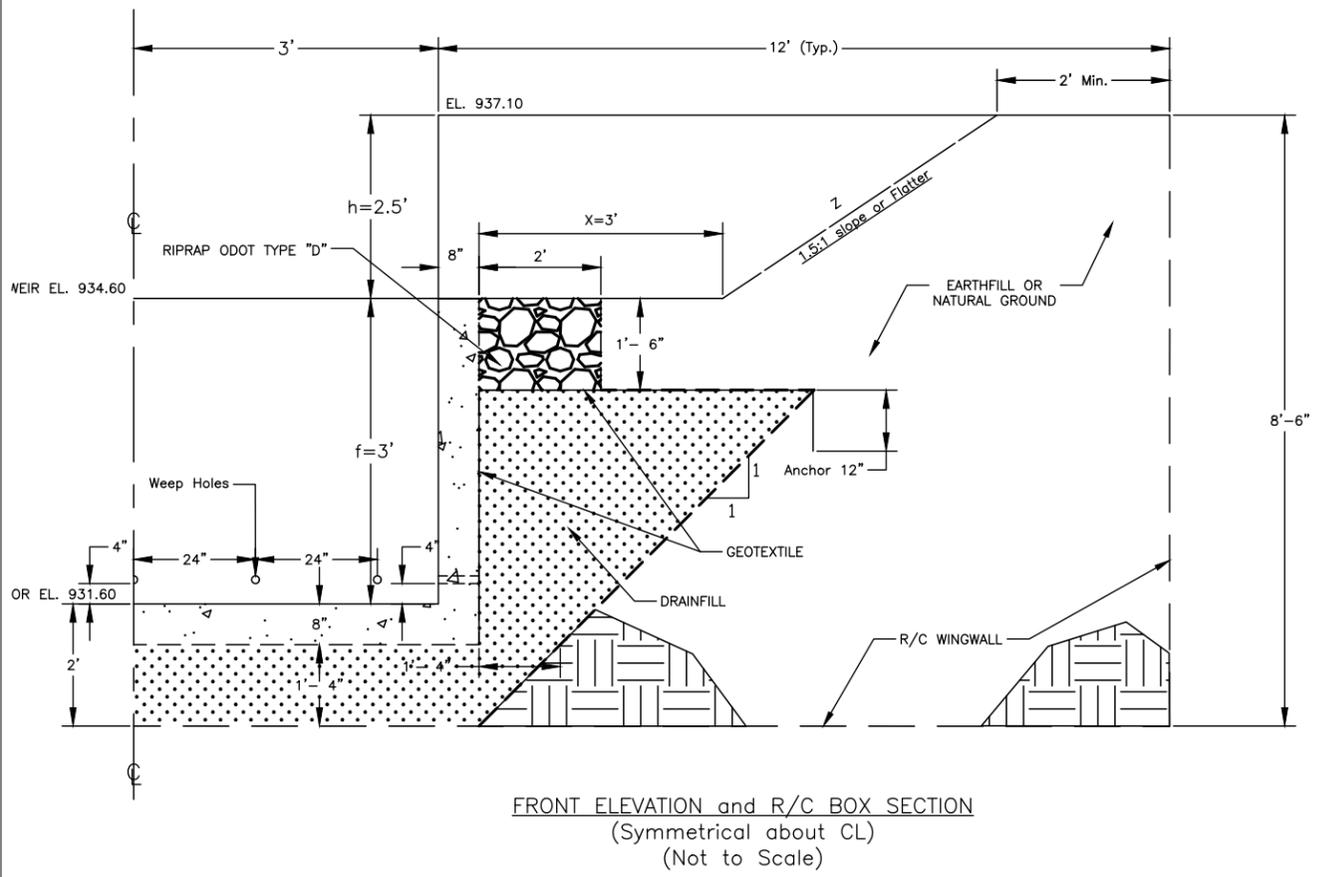
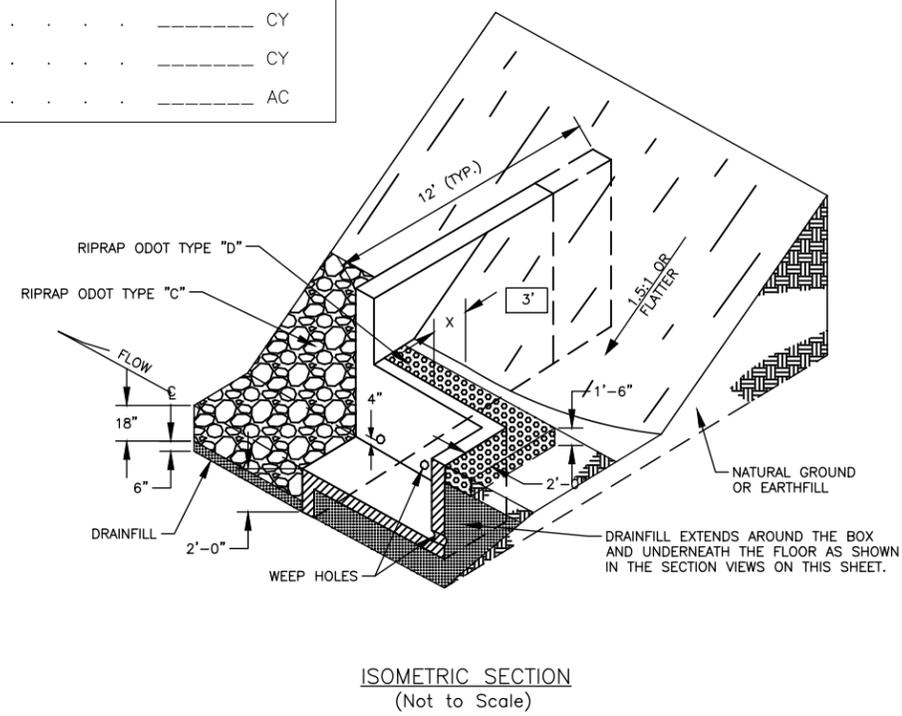


Job Class IV <input type="checkbox"/> Office Copy <input type="checkbox"/> Participant Copy <input type="checkbox"/> Contractor Copy <small>See Office Copy for original approval signatures</small>	DATE _____ Approved _____ Title _____ Const. Approved _____ Title _____
Job Class IV <input type="checkbox"/> Office Copy <input type="checkbox"/> Participant Copy <input type="checkbox"/> Contractor Copy <small>See Office Copy for original approval signatures</small>	DATE 10/18 M. Watkins DATE 10/18 M. Watkins Traced _____ Checked _____
Morris-Beery Ditch R/C Drop Box Spillway Notes Claibourne & Leesburg Twp. District Agreement # _____ USDA - NATURAL RESOURCES CONSERVATION SERVICE	
CAD FILE I.D. _____ DRAWING NUMBER Morris Ditch 1018 Sheet 16 of 20	



ESTIMATED QUANTITIES	
CONCRETE	8.5 CY
REINFORCING STEEL	680 LBS
DRAINFILL (AASHTO M43 #57 or #67)	----- CY
RIPRAP- ODOT TYPE D	6 CY
RIPRAP- ODOT TYPE C	10 CY
EARTHFILL	----- CY
EXCAVATION	----- CY
SEEDING	----- AC

- CONSTRUCTION NOTES:**
1. Channel Side Slopes upstream and downstream of the structure may require earthfill. If earthfill is used, follow the requirements set forth in NRCS-Ohio Construction and Material Specification "OH-23 Earthfill".
 2. Concrete shall meet the requirements as set forth in NRCS-Ohio Construction and Material Specification "Concrete".
 3. Geotextile shall meet the requirements as set forth in NRCS-Ohio Construction and Material Specification "OH-95 Geotextile".



REVISIONS		
DATE	APPROVED	TITLE
05/84	A.M. Brate	State Cons. Engineer
08/15	B.D. Jordan	St. Cons. Eng. (Acting)
08/19	D.T. Riethman	St. Cons. Eng. (Acting)

NOTES:

1. This drawing is used in conjunction with the Reinforced Concrete Drop Box Spillway drawing "Isometric and Cross Section Views".
2. Steel and Concrete design and quantities are determined using EFH Ohio Supplement Exhibit OH6-2 "Reinforced Concrete Drop Box Spillway Design Charts".
3. Details on this sheet may be used for all design overfall (f) values (3.0'; 3.5'; 4.0'; 4.5'; 5.0'). Fill in the required values for numbers and spacings of bars.
4. All reinforcing steel is #4 bars (1/2" diameter) with splice lengths of at least 16" (when required).
5. Spacing between bars is 8" O-C unless otherwise shown. Space the Mark 1 bars evenly in the top of the wingwall.
6. Weep Holes shall be 1.5" diameter evenly spaced at 24" on-center in the drop box walls.
7. Riprap shall meet the requirements of O.D.O.T. Type C or Type D as specified in the State of Ohio Department of Transportation Construction and Material Specifications book.
8. Drainfill shall meet the requirements of AASHTO M43 #57 or #67.
9. The standard 12 ft. long wingwall is shown in the details. The wingwall may be lengthened if necessary (see Table).

DEFINITIONS:

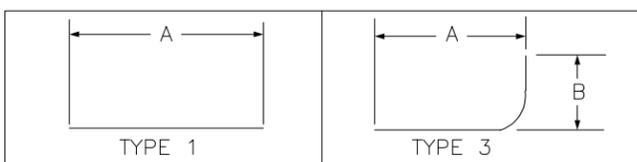
- W = Width of Weir Notch (ft)
- b = Length of the Box perpendicular to the Wingwall (ft)
- h = Height of Wingwall above the Weir (ft)
- f = Overfall (Weir Elev. - Floor Elev.) (ft)
- X = Distance from the back edge of the Box to the base of the side slope (ft)
- Z = Side slope adjacent to the box (Z:1)
- L = Extra Wingwall Length (if used) (ft)

Steel Requirements for an Extended Length Wingwall

Steel	Additional Steel Length for a Wingwall Length of:				Additional Steel (Bars) for One Wingwall with a Length of:			
	13' (ft)	14' (ft)	15' (ft)	16' (ft)	13' (no.)	14' (no.)	15' (no.)	16' (no.)
Mark 1	1	2	3	4	---	---	---	---
Mark 2 (Leg "A")	1	2	3	4	---	---	---	---
Mark 4	---	---	---	---	2	3	5	6
Mark 8	1	2	3	4	---	---	---	---

Extra Wingwall Length for 2:1 and 3:1 Side Slopes (Z)

h	X= 1.0'		X= 1.5'		X= 2.0'		X= 2.5'		X= 3.0'		X= 4.0'		X= 4.0'	
	Z	L	Z	L	Z	L	Z	L	Z	L	Z	L	Z	L
1.5	3:1	-	3:1	-	3:1	-	3:1	-	3:1	-	3:1	1.0	2:1	-
2.0	3:1	-	3:1	-	3:1	-	3:1	-	3:1	-	3:1	1.0	2:1	-
2.5	3:1	-	3:1	-	3:1	-	3:1	1.0	3:1	1.0	3:1	2.0	2:1	-
3.0	3:1	1.0	3:1	2.0	3:1	2.0	3:1	2.0	3:1	3.0	3:1	4.0	2:1	1.0



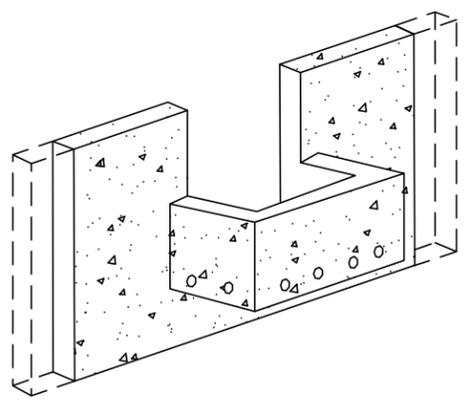
STEEL SCHEDULE

MARK	TYPE	SIZE	QUAN.	A	B	TOTAL
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2	3	4	10	11-6	4-0	155
3	3	4	10	4-0	4-0	80
4	1	4	36	7-0	---	252
5	3	4	9	1-6	4-0	49.5
6	3	4	9	4-0	3-2	64.5
7	3	4	18	3-2	4-0	129
8	1	4	4	15-6	---	62

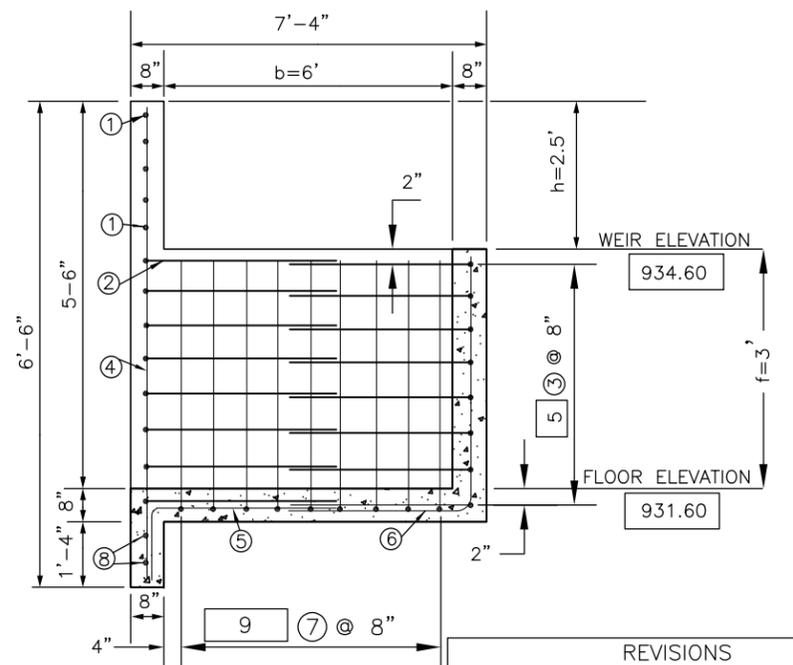
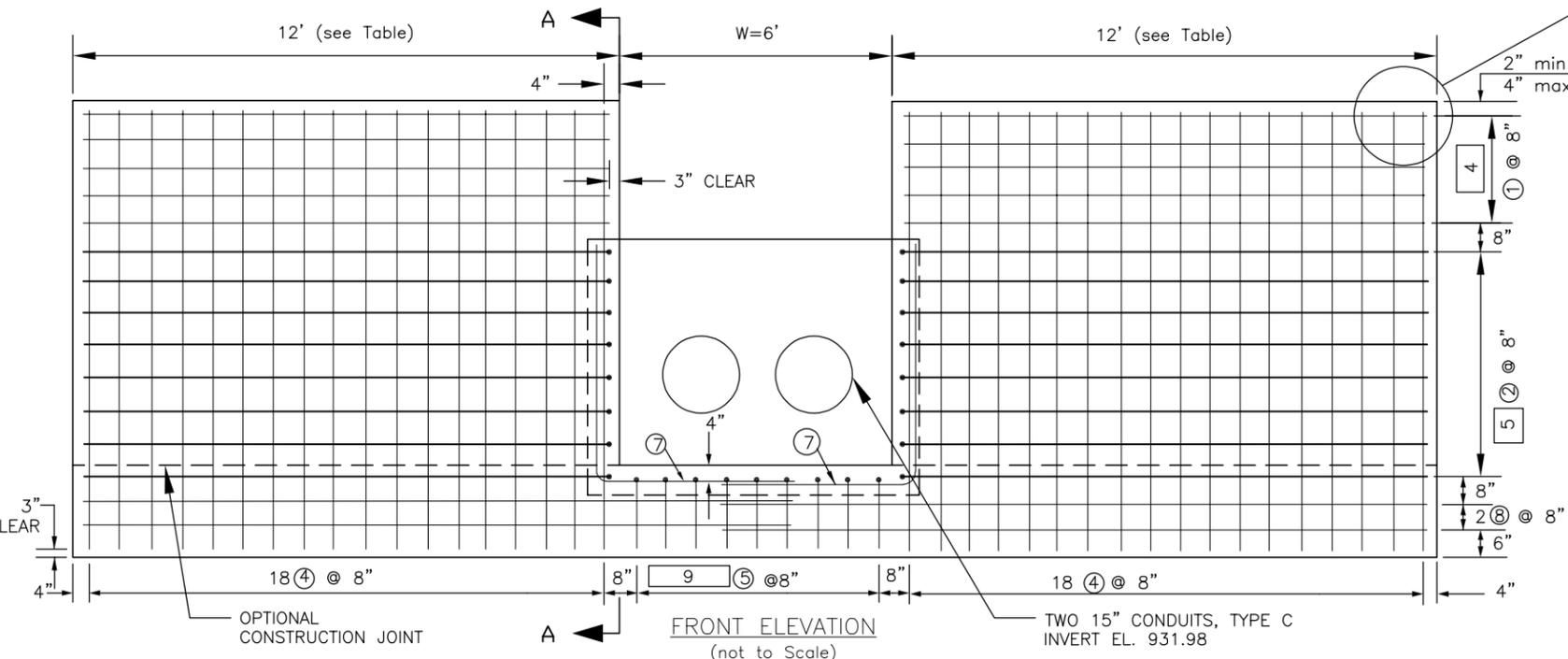
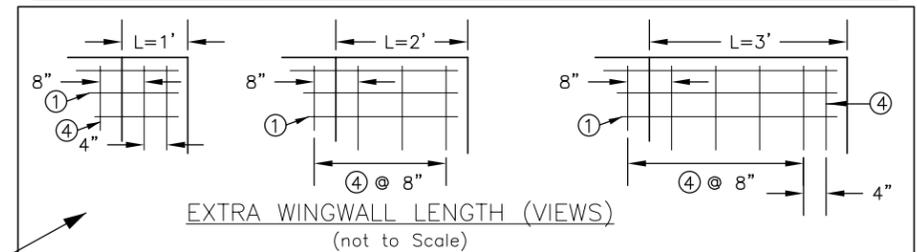
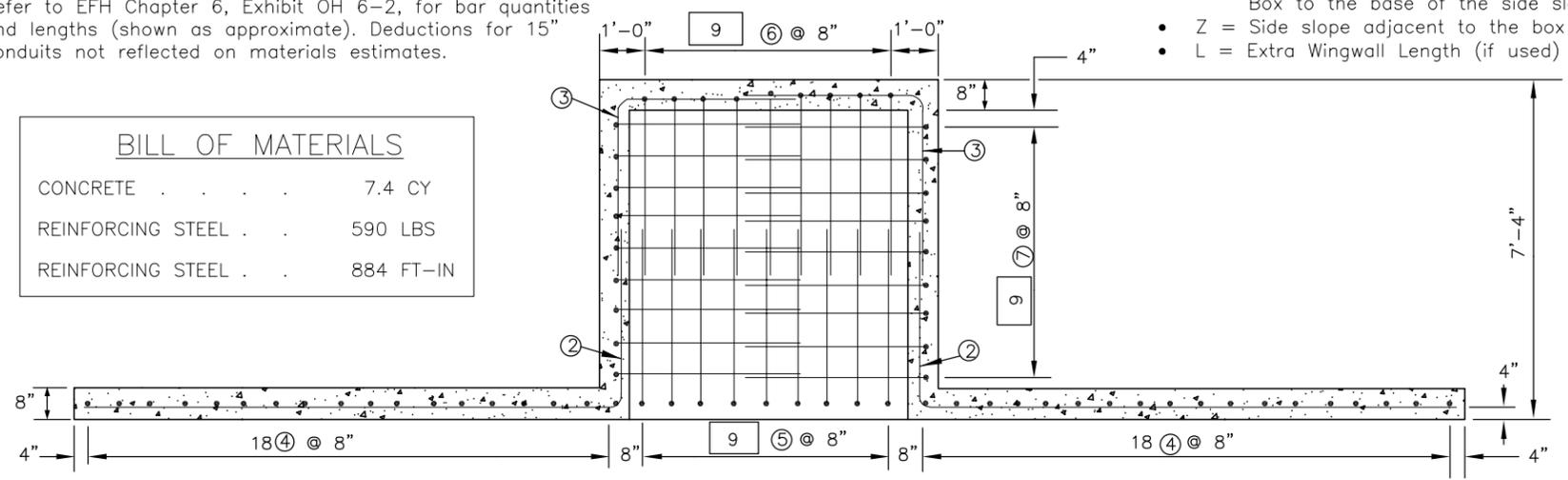
Refer to EFH Chapter 6, Exhibit OH 6-2, for bar quantities and lengths (shown as approximate). Deductions for 15" conduits not reflected on materials estimates.

BILL OF MATERIALS

CONCRETE	7.4 CY
REINFORCING STEEL	590 LBS
REINFORCING STEEL	884 FT-IN



REINFORCED CONCRETE DROP BOX SPILLWAY



REVISIONS

DATE	APPROVED	TITLE
05/84	A.M. Brate	State Cons. Engineer
08/15	B.D. Jordan	St. Cons. Eng. (Acting)
08/19	D.T. Riethman	St. Cons. Eng. (Acting)

Date _____
 Designed _____
 Drawn _____
 Checked _____
 Approved _____
 County, Ohio

R/C DROP BOX SPILLWAY
ALL OVERFALLS
 STA 13+50 to 13+71
 Page 2 of 2

United States Department of Agriculture
USDA
 Natural Resources Conservation Service

File No. _____
 Drawing No. OH-N-CAD-300
 Sheet 18 of 20

NOTES:

1. This drawing is used in conjunction with the Reinforced Concrete Drop Box Spillway drawing "Isometric and Cross Section Views".
2. Steel and Concrete design and quantities are determined using EFH Ohio Supplement Exhibit OH6-2 "Reinforced Concrete Drop Box Spillway Design Charts".
3. Details on this sheet may be used for all design overfall (f) values (3.0'; 3.5'; 4.0'; 4.5'; 5.0'). Fill in the required values for numbers and spacings of bars.
4. All reinforcing steel is #4 bars ($\frac{1}{2}$ " diameter) with splice lengths of at least 16" (when required).
5. Spacing between bars is 8" O-C unless otherwise shown. Space the Mark 1 bars evenly in the top of the wingwall.
6. Weep Holes shall be 1.5" diameter evenly spaced at 24" on-center in the drop box walls.
7. Riprap shall meet the requirements of O.D.O.T. Type C or Type D as specified in the State of Ohio Department of Transportation Construction and Material Specifications book.
8. Drainfill shall meet the requirements of AASHTO M43 #57 or #67.
9. The standard 12 ft. long wingwall is shown in the details. The wingwall may be lengthened if necessary (see Table).

DEFINITIONS:

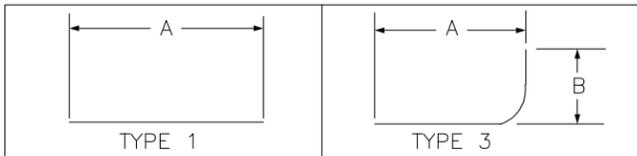
- W = Width of Weir Notch (ft)
- b = Length of the Box perpendicular to the Wingwall (ft)
- h = Height of Wingwall above the Weir (ft)
- f = Overfall (Weir Elev. - Floor Elev.) (ft)
- X = Distance from the back edge of the Box to the base of the side slope (ft)
- Z = Side slope adjacent to the box (Z:1)
- L = Extra Wingwall Length (if used) (ft)

Steel Requirements for an Extended Length Wingwall

Steel	Additional Steel Length for a Wingwall Length of:				Additional Steel (Bars) for One Wingwall with a Length of:			
	13' (ft)	14' (ft)	15' (ft)	16' (ft)	13' (no.)	14' (no.)	15' (no.)	16' (no.)
Mark 1	1	2	3	4	---	---	---	---
Mark 2 (Leg "A")	1	2	3	4	---	---	---	---
Mark 4	---	---	---	---	2	3	5	6
Mark 8	1	2	3	4	---	---	---	---

Extra Wingwall Length for 2:1 and 3:1 Side Slopes (Z)

h	X= 1.0'		X= 1.5'		X= 2.0'		X= 2.5'		X= 3.0'		X= 4.0'		X= 4.0'	
	Z	L	Z	L	Z	L	Z	L	Z	L	Z	L	Z	L
1.5	3:1	-	3:1	-	3:1	-	3:1	-	3:1	-	3:1	1.0	2:1	-
2.0	3:1	-	3:1	-	3:1	-	3:1	-	3:1	-	3:1	1.0	2:1	-
2.5	3:1	-	3:1	-	3:1	-	3:1	1.0	3:1	1.0	3:1	2.0	2:1	-
3.0	3:1	1.0	3:1	2.0	3:1	2.0	3:1	2.0	3:1	3.0	3:1	4.0	2:1	1.0



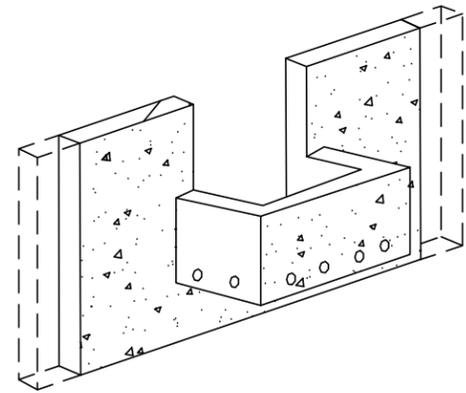
STEEL SCHEDULE

MARK	TYPE	SIZE	QUAN.	A	B	TOTAL
1	1	4	6	11-4	---	
2	3	4	14	11-6	4-0	
3	3	4	14	4-0	4-0	
4	1	4	36	7-6	---	
5	3	4	9	1-6	4-0	
6	3	4	9	4-0	4-2	
7	3	4	18	4-2	4-0	
8	1	4	4	15-6	---	

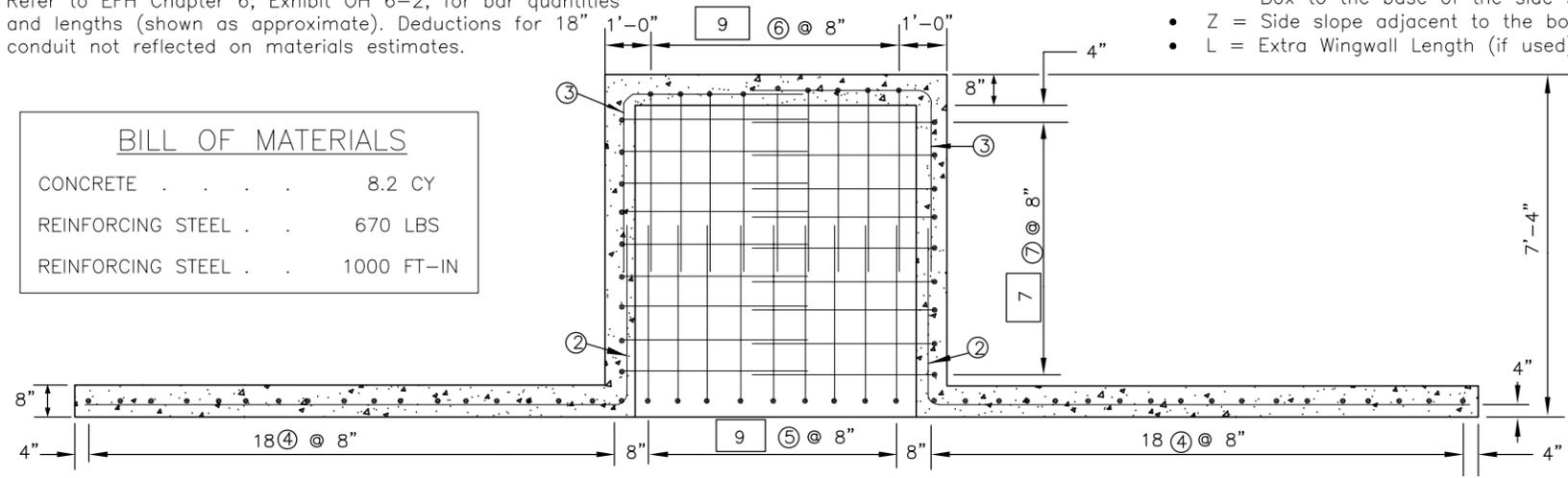
Refer to EFH Chapter 6, Exhibit OH 6-2, for bar quantities and lengths (shown as approximate). Deductions for 18" conduit not reflected on materials estimates.

BILL OF MATERIALS

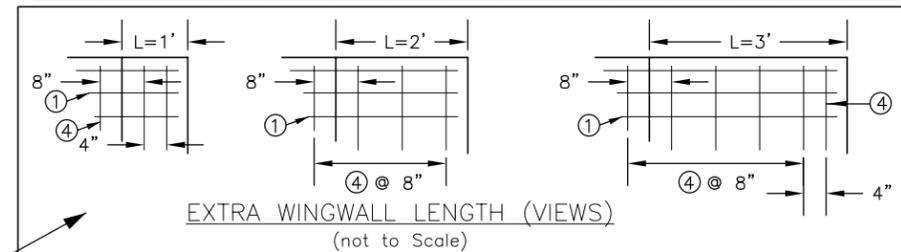
CONCRETE	8.2 CY
REINFORCING STEEL	670 LBS
REINFORCING STEEL	1000 FT-IN



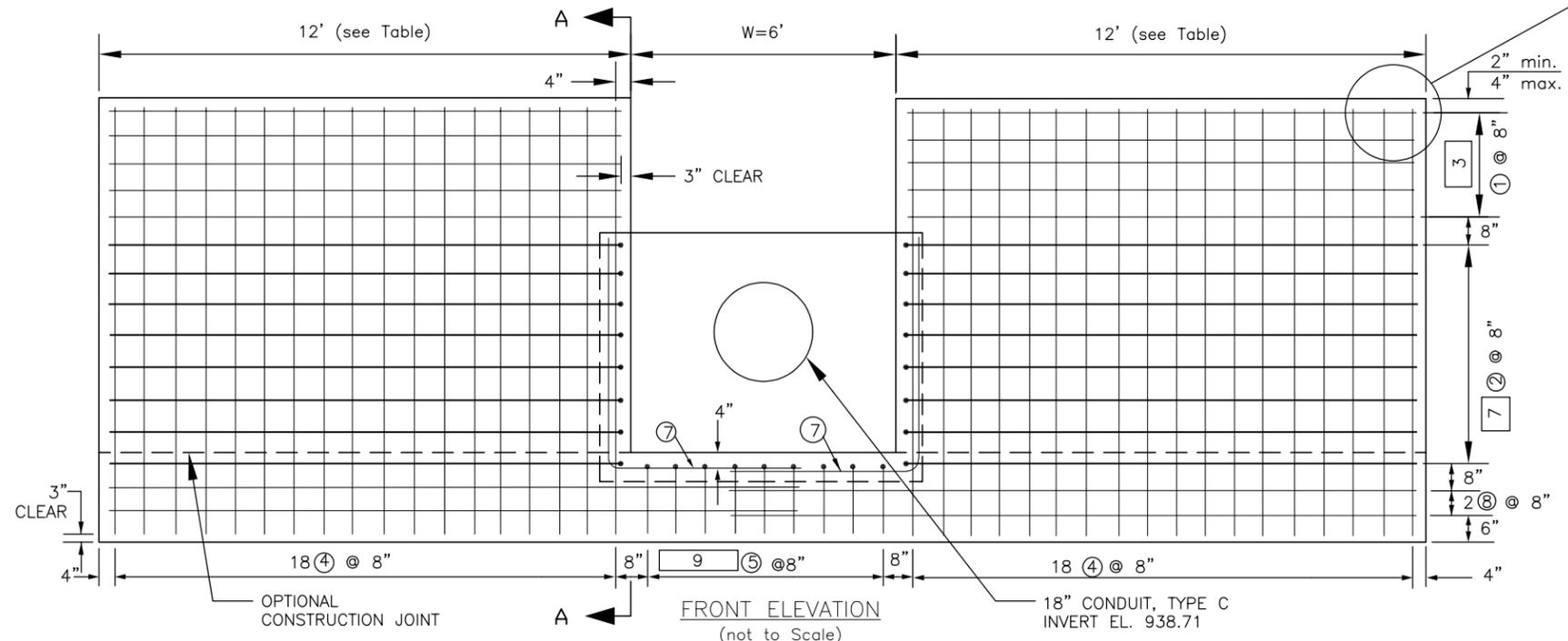
REINFORCED CONCRETE DROP BOX SPILLWAY



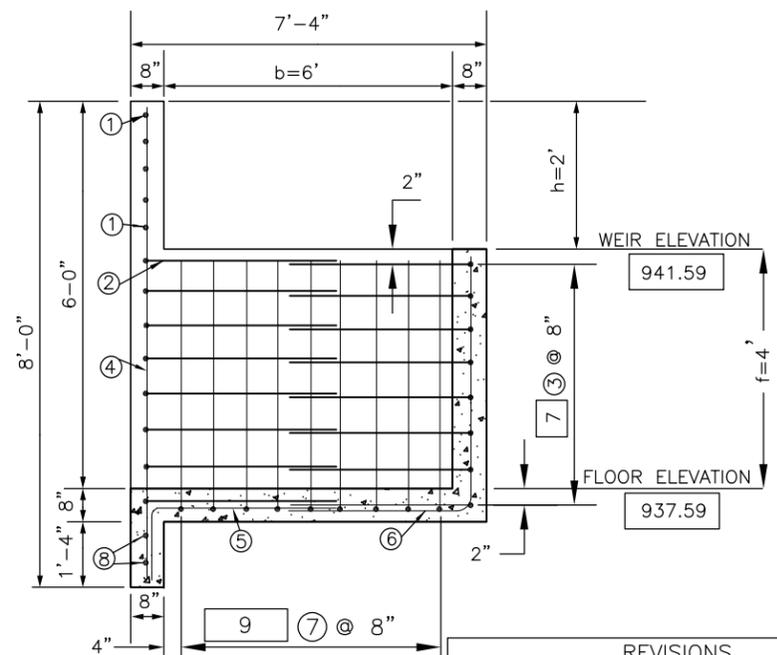
PLAN VIEW
(not to Scale)



EXTRA WINGWALL LENGTH (VIEWS)
(not to Scale)



FRONT ELEVATION
(not to Scale)



SECTION A-A
(not to Scale)

REVISIONS		
DATE	APPROVED	TITLE
05/04	A.M. Brate	State Cons. Engineer
08/15	B.D. Jordan	St. Cons. Eng. (Acting)
08/19	D.T. Riethman	St. Cons. Eng. (Acting)

Date _____
 Designed _____
 Drawn _____
 Checked _____
 Approved _____
 County, Ohio

R/C DROP BOX SPILLWAY
 ALL OVERFALLS
 STA 209+45 to 209+82
 Page 2 of 2



File No. _____
 Drawing No. OH-N-CAD-300
 Sheet 20 of 20