

**PROJECT:**

**GANNON DITCH #214  
DITCH IMPROVEMENT**

**P R O P O S A L**

**MADISON COUNTY  
BOARD OF COMMISSIONERS**

Mark Forrest  
Dr. Tony Xenikis  
Chris Wallace

**Letting – Tuesday, July 6 , 2021 at 10:00 A.M.**

Company \_\_\_\_\_

Submitted by \_\_\_\_\_

Street \_\_\_\_\_

Post Office \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

## NOTICE FOR BIDS

Notice is hereby given that bids will be received at the office of the Madison County Commissioners, 1 North Main Street, London, Ohio, 43140, on Tuesday, July 6, 2021 at 10:00 A.M., Ohio Standard Time for the purpose of **the Gannon Ditch #214 Ditch Improvement Project** according to specifications on file in the Madison County Commissioners' Office.

Bids shall be submitted on forms furnished by the Madison County Engineer in a sealed envelope marked "Gannon Ditch #214 Ditch Improvement Project" on the outside. Sealed bid shall be submitted to the Madison County Commissioners' Office at the address listed above.

Bid packets may be obtained from the Madison County Engineer, 825 US 42 NE, London, Ohio, 43140 or can be downloaded from <http://sharepoint/publicaccess/default.aspx> or under "Notices" on the Madison County website at [www.co.madison.oh.us](http://www.co.madison.oh.us). Contact the Madison County Engineer's Office at 740-8529404 for more information.

Bids will be furnishing labor, equipment, and materials.

As specified in R.C. 153.54, a bidder must submit a bid guaranty in the form of either:

- (1) a bond for the full amount of the bid, or
- (2) a certified check, cashier's check, or letter of credit in the amount of 10% of the bid.

Bidders shall comply with the provisions of the Americans with Disabilities Act of 1990.

Bids will be awarded to the lowest and best bidder, based on the grand total.

The Board of Commissioners reserves the right to reject any or all bids and to waive any defects in the bids.

The Notice to Bidders is posted on the Internet and may be viewed on the Madison County web page at: <http://sharepoint/publicaccess/default.aspx>

By Order of the Board of  
Madison County Commissioners

Katie Wiseman, Clerk

Posted: County Website - June 23, 2021

Advertised: Madison Messenger - June 27 and July 4, 2021

## **INSTRUCTIONS TO BIDDERS**

**DATE AND PLACE FOR OPENING PROPOSALS:** Pursuant to the Legal Notice, sealed proposals for performing the work will be received by the County Commissioners of Madison County, Ohio.

At the time and place set forth in said notice, they will be publicly opened by the Clerk of the Board of Madison County Commissioners and read aloud; the awarding of the contract, if awarded, will be made by the Board of Madison County Commissioners within 30 days after the opening of the proposals.

**FORM FOR PROPOSALS:** All proposals shall be made upon the blank form of proposal attached hereto, and should give the lump sum price or unit prices for the work, and must be signed by the bidder in accordance with the directions in the form of proposal.

**OMISSIONS AND DISCREPANCIES:** Should a bidder find discrepancies in, or omissions from the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Madison County Engineer who may send a written instruction to all bidders.

**ACCEPTANCE OR REJECTION OF PROPOSALS:** Madison County reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal in which unit prices are omitted or in which unit prices are unbalanced, may be rejected; any proposal accompanied by an insufficient or irregular bid guarantee may be rejected.

**BID GUARANTEE AND PERFORMANCE BOND:** Bid guarantees and performance bonds shall be in the form as specified in the Notice to Contractors.

**ACCEPTANCE OF PROPOSAL:** Within thirty (30) days after the opening of proposals, the Board of County Commissioners will act upon them. The acceptance of a proposal shall bind the successful bidder to execute the contract, and to be responsible for liquidated damages as provided herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Madison County Commissioners.

**DAMAGES FOR FAILURE TO EXECUTE CONTRACT:** Any bidder whose proposal is accepted will be required to appear in person in the office of the Board of Madison County Commissioners, or if a firm or corporation, a duly authorized representative shall so appear, and to execute the contract within ten (10) days after the notice that the contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

**COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete and attach this affidavit to each bid proposal. The amount of the bid guarantee, as specified in Sections 153.54 (B), (C), (D) and (E) of the Ohio Revised Code, accompanying the proposal shall be retained by Madison County as liquidated damages for such breach.

**TIME FOR BEGINNING AND COMPLETION:**

Construction cannot commence before the harvest of crops along the open ditch unless prior permission is granted from the property owners. Any crop damage will be the responsibility of the contractor and is not part of the project. **Project Completion date – March 31, 2022.**

**PRICES:** The prices are to include the furnishing of all materials, plant, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.

**INTERPRETATIONS AND ADDENDA:** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Madison County Engineer, Bryan Dhume, 825 US 42 NE, London, Ohio 43140.

**UNIT PRICE:** The unit prices specified in the "Unit Price Bid" will govern the awarding of the contract.

The contractor shall make the extensions in "Total Amount Bid" column, and also add up the totals. However, the unit prices specified, together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the bidder, the total shall be changed as only the unit price shall govern.

**OHIO REVISED CODE**

**SECTION 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than ten thousand dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13 (I)(1) and (J)(1) are in compliance with the aforementioned provisions. The bidder is required to complete the affidavit provided. Failure to submit the required form with the proposal/bid package could deem the bidder's response to be nonresponsive and disqualified from receiving further consideration.



- (d) Any political action committee affiliated with the corporation or business trust; (e) Any combination of persons identified in (a) through (d) of this section.

4. I further certify that if the above-named Corporation/Business Trust is awarded a contract by the Board of County Commissioners of Madison County, Ohio for the purchase of goods or services costing more than ten thousand dollars, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J) (2) of section 3517.13 of the Ohio Revised Code:

- (a) Each owner of more than twenty percent of the corporation or business trust;
- (b) Each spouse of an owner of more than twenty percent of the corporation or business trust;
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty percent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust; (e) Any combination of persons identified in (a) through (d) of this section.

5. I further certify compliance with division (J)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the abovenamed Corporation/Business Trust has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.

6. I further certify that, in accordance with division (J) (4) (b) of Section 3517.13 of the Ohio Revised Code, if the above-named Corporation/Business Trust is awarded a contract by the Board of County Commissioners of Madison County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Corporation/Business trust shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that

contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.

7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above named Corporation/Business trust to the penalties set forth in section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

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Signature

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Title

Sworn to and subscribed by \_\_\_\_\_ in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Notary Public



**AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Individuals or Non-Corporate Entities)  
(R.C. 3517.13(1)(3))**

STATE OF OHIO

COUNTY OF MADISON

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am \_\_\_\_\_ and I am employed as [Name]  
\_\_\_\_\_ for \_\_\_\_\_.  
[Title] [Entity]
  
2. In my position as \_\_\_\_\_, I have the authority  
[Title]  
to make the certifications contained herein on behalf of the above-named Entity.
  
3. On behalf of the above-named Entity, I do hereby certify that the following persons, if applicable, are in compliance with division (I)(1) of Section 3517.13 of the Ohio Revised Code:
  - (a) The individual;
  - (b) Each partner or owner of the partnership or other unincorporated business;
  - (c) Each shareholder of the association;
  - (d) Each administrator of the estate;
  - (e) Each executor of the estate;
  - (f) Each trustee of the trust;
  - (g) Each spouse of any person identified in (a) through (f) of this section;
  - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
  - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
  - (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if the above-named Entity is awarded a contract by the Board of Commissioners of Madison County, Ohio for the purchase of goods or services costing more than ten thousand dollars, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (I)(2) of Section 3517.13 of the Ohio Revised Code:
  - (a) The individual;
  - (b) Each partner or owner of the partnership or other unincorporated business;
  - (c) Each shareholder of the association;
  - (d) Each administrator of the estate;
  - (e) Each executor of the estate;
  - (f) Each trustee of the trust;
  - (g) Each spouse of any person identified in (a) through (f) of this section;
  - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
  - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
  - (j) Any combination of persons identified in (a) through (i) of this section.
  
5. I further certify compliance with division (I)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the abovenamed Entity has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.
  
6. I further certify that, in accordance with division (I)(4)(b) of Section 3517.13 of the Ohio Revised Code, if the above-named Entity is awarded a contract by the Board of County Commissioners of Madison County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the

above-named Entity shall, beginning on the date the contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.

7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named Entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed by \_\_\_\_\_ in my presence this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT MADISON COUNTY, OHIO  
(R.C. 5719.042)**

STATE OF OHIO:

: ss:

MADISON COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Madison County, Ohio, and that: (Check appropriate lines)

\_\_\_\_\_ He is a sole proprietorship doing business under his own name.

\_\_\_\_\_ He is a sole proprietorship doing business under the name of \_\_\_\_\_

\_\_\_\_\_ He is a general partner of the partnership known as \_\_\_\_\_

\_\_\_\_\_ He is a duly authorized officer of the corporation named \_\_\_\_\_

The business address of the bidder is \_\_\_\_\_

\_\_\_\_\_ ; Telephone \_\_\_\_\_

The undersigned further says that the bidder at the time of submitting his or its bid:

\_\_\_\_\_ Was not charged with any delinquent personal taxes in Madison County, Ohio.

\_\_\_\_\_ Was charged with delinquent personal property taxes as follows:

YEAR	AMOUNT	PENALTY	INTEREST
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO:

: ss:

MADISON COUNTY :

Before me, a notary, in and for said county, personally appeared

\_\_\_\_\_ (sole proprietor doing business under his own name)

(sole proprietor doing business under the name of \_\_\_\_\_)

(general partner of the Partnership known as \_\_\_\_\_)

(duly authorized officer of the Corporation name \_\_\_\_\_),

who acknowledged that he is authorized in the premises and that his signing of this instrument is the free act and deed of himself or the organization which he represents.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at

\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

COMMISSIONERS:

\_\_\_\_\_ No delinquent taxes - file

\_\_\_\_\_ Delinquent taxes - sent to County Engineer

\_\_\_\_\_  
Clerk

**WRITTEN CONTRACT**

On acceptance of the proposal for said work \_\_\_\_\_ do hereby bind myself or ourselves this \_\_\_\_\_ day of \_\_\_\_\_, 2021, to enter into a written contract with the Board of Madison County Commissioners within ten (10) days from date of notice of award.

**IF AN INDIVIDUAL, SIGN BELOW**

Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_

**IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:**

Name \_\_\_\_\_  
..... Address \_\_\_\_\_

Sole Owner \_\_\_\_\_ Telephone \_\_\_\_\_

**IF A PARTNERSHIP, SIGN BELOW:**

Name \_\_\_\_\_  
..... Address \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_ Telephone \_\_\_\_\_

Partner \_\_\_\_\_  
..... Address \_\_\_\_\_

Partner \_\_\_\_\_  
..... Address \_\_\_\_\_

Partner \_\_\_\_\_  
..... Address \_\_\_\_\_

**IF A CORPORATION, SIGN BELOW:**

Incorporated under the laws of the State of \_\_\_\_\_

Name of Corporation \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_

Title of Officer Signing

## GENERAL CONDITIONS

1. \_\_\_\_\_ The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the completion of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to such standards.

The State of Ohio Department of Transportation Construction and Material Specifications as revised January 1, 2016 shall govern all items on this project except as modified in the **SUPPLEMENTAL GENERAL CONDITIONS** or in the **PLANS**.

2. \_\_\_\_\_ The following Definitions and Terms refer to the State of Ohio Department of Transportation Construction and Materials Specifications.
  - a) The State: Whenever the term "The State" appears in the specifications it shall be changed to mean Madison County, acting through its authorized representatives.
  - b) Department: Whenever the term "The Department" appears on the specifications it shall be changed to mean the office of the Madison County Engineer.
  - c) Director: Whenever the term "The Director" appears in the specifications it shall be changed to mean the Madison County Engineer.
  - d) The Engineer: Whenever the word "Engineer" appears in the Contract Documents or specifications it shall mean the Madison County Engineer or his duly authorized representative.
  - e) The Laboratory: Whenever the word "Laboratory" appears in the Contract Documents or Specifications it shall mean an independent testing consultant in the employ of the County to provide testing for this project.

3. \_\_\_\_\_ The Engineer shall furnish to the Contractor free of charge, all copies of drawings and specifications necessary for the execution of the work.

4. \_\_\_\_\_ The Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation, and other facilities necessary for the execution, and completion of the work. All materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence of the quality and kind of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ to work any unfit person or anyone not skilled in the work assigned to him.

5. \_\_\_\_\_ The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.
6. \_\_\_\_\_ Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer, and any necessary change shall be adjusted as provided in the Contract for Changes in the work.

7. \_\_\_\_\_ The Contractor shall continuously maintain adequate protection on all work from damage. He shall make good such damage, injury, or loss, except as may be due to errors in the Contract Documents. He shall adequately protect adjacent property. He shall provide and maintain all passage ways, barricades, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instructions or authorization from the Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed and authorized.

8. \_\_\_\_\_ The Engineer shall at all times have access to the work. If the specifications, the Engineer's instructions, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

9. \_\_\_\_\_ The Contractor shall at all times keep a satisfactory superintendent on the work, who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

10. \_\_\_\_\_ The County, without invalidating the Contract, subject to Section 5555.69 O.R.C., may order work or make changes by altering, adding to or deducting from the work, the Contract Amount being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer and no claim for an addition to the Contract Amount shall be valid unless so ordered.

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum or by unit prices named in the contract or subsequently agreed upon.

If the Engineer deems it expedient to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made therefrom.

11. \_\_\_\_\_ If the Contractor should be adjudged a bankrupt, or be in any manner financially insolvent, or if he should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of this Contract then the County, upon written certification by the Engineer that sufficient cause exists to justify such action may without prejudice to any other remedy and after giving the Contractor seven (7) days notice, terminate the employment of the Contractor and take possession of all tools, appliances, and materials thereon, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is finished.



If the unpaid balance in the Contract Price shall exceed the expense of finishing the work including compensation for additional managerial services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

12. \_\_\_\_\_ If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the County, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
13. \_\_\_\_\_ If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate within fourteen (14) days after it is due, or if the County should fail to pay the Contractor within fourteen (14) days of its maturity and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice, terminate the Contract and recover from the County payment for all work executed and any loss sustained upon any materials and reasonable profit.
14. \_\_\_\_\_ The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:
  - (A) Defective work not remedied.
  - (B) Claims filed or evidence indicating probable filing.
  - (C) Failure of the Contractor to pay bills.
  - (D) Doubt that the Contract can be completed for the balance then unpaid.

When above grounds are removed payment shall be made for amounts withheld on account of them.
15. \_\_\_\_\_ The Contractor shall indemnify and save harmless the County from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the County, by reason or any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.
16. \_\_\_\_\_ The Contractor shall maintain workers' compensation coverage as required by Ohio law.
17. \_\_\_\_\_ The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County.
18. \_\_\_\_\_ The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense.
19. \_\_\_\_\_ The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any part of the work, to order the force increased or diminished, and to decide questions which arise in the execution of the work.

20. \_\_\_\_\_ The Contractor shall, as directed by the Engineer, remove from public and private property, at his expense, all temporary structures, rubbish and waste materials resulting from his operations.
21. \_\_\_\_\_ For each calendar day that any work shall remain uncompleted after the contract completion date, the liquidated damages, as described in 108 of the State of Ohio, Department of Highway's Materials and Specifications, dated January 1, 2019 may be imposed.
22. \_\_\_\_\_ The Contractor will comply with Sections 153.59 and 153.60 O.R.C., Discrimination and Intimidation on Account of Race, Creed, or Color, and Forfeiture, when performing the work on this project.
23. \_\_\_\_\_ Madison County and the Madison County Engineer will not waive subrogation rights.
25. \_\_\_\_\_ The contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. The county, its elected officials and employees, shall be named as additional insureds with respect to all activities under this agreement.
26. \_\_\_\_\_ The contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each incident. Such insurance shall include coverage for owned, hired, and nonowned automobiles.
27. \_\_\_\_\_ Prior to the commencement of any work under this agreement, the contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. The Contractor will replace certificates for any insurance expiring prior to completion of work under this agreement.

**MADISON COUNTY ENGINEER**  
**SPECIFICATIONS OPEN DITCH CONSTRUCTION**  
**GANNON DITCH NO. 214**

1. LOCATION AND DESCRIPTION:

- A. The Gannon Ditch is located off of Thomas Road in Monroe Township. The ditch starts behind 7563 Thomas Road. Starting at the existing headwall of the Gannon Ditch on the lands of Roger Snyder and going in a southwesterly direction through the lands of RD Snyder Farms, Inc, and Roger Snyder, thence in a westerly direction through the lands of James & Darlene Becker, William & Donna Becker, Brent & Ashley Thomas, under Thomas Road and through the lands of Robert Persinger for a distance of 5600', thence along the 2 waterways through Persinger and then through the lands of Vernon Vick and ending at Becker Road.
  
- B. Install 5600' of open ditch with 4' bottom and 2:1 sideslopes, and 10' top of banks, from the existing headwall to Station 56+00. ( Where the two waterways from Becker road converge) Price to include excavating and spreading of spoils.
  
- C. Install 1300' of new waterway from station 56+00 to station 64+00 for the south waterway and from 56+00 to station 61+00 on the north. The waterway can be parabolic or trapezoidal with a 10 bottom and 5' to 10' side slopes to tie into existing ground. Price to include waterway installation and spreading spoils.
  
- D. Regrade 2400' of existing waterway from station 64+00 to Becker Road on the south and from station 61+00 to Becker Road on the north. Regrade bottom of waterway to reestablish flowline. Price to include regrading and spreading of spoil.
  
- E. Install 100 CY Rip Rap at end of waterway on open ditch. Price to include rip rap and installation.
  
- F. Seeding of ditch banks, 10' strip on top of both banks and waterways. Price to include seeding and spreading of seed.
  
- G. Fix tile blowouts on existing 12" tile. Price to include pipe and backfill. Engineer to determine locations and amount to replace.
  
- H. Install straw blanket in the 1300' of newly constructed waterway. Installation shall be a 16' wide blanket centered on the bottom of the waterway. Price to include straw blanket and installation.
  
- I. Rock picking shall be performed in the areas of spread spoil for the open ditch. Price to include rock picking and removal of rock.

J. Contractor shall tie-in any laterals encountered and shall place a wooden stake in the ground at it's location noting the size. Cost shall be included in the unit bid for the open ditch installation.

2. The bid shall be awarded based on the lowest and/or best bidder.

3. Construction must be completed by March 31, 2022.

4. The successful bidder shall be required to submit a 100% Performance Bond.

5. START DATE: \_\_\_\_\_.