

APPENDIX F
SAMPLE OWNER’S AGREEMENT, STANDARD UNIT PRICES,
AND SAMPLE ENGINEER’S ESTIMATE

The Standard Unit Prices are updated on a regular basis. Please check the Delaware County Engineer’s Website for the most current Unit Prices the Design Resource Page at:

<http://www.co.delaware.oh.us/engineer/drp.htm>

PROJECT AGREEMENT

PROJECT NUMBER: _____

THIS AGREEMENT executed on this ____ day of _____,
_____ between _____
hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (COUNTY COMMISSIONERS)**, for the project described as _____

_____,
further identified as Project Number _____, is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete. Then the **OWNER** shall execute approved financial warranties acceptable to the **COUNTY COMMISSIONERS**, forms of which are attached to this **AGREEMENT** as **Exhibit “B”**, equal to 20% of the cost of construction as shown in **Exhibit “A”** attached hereto.

OWNER hereby elects to use Option ____ for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County, and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **OWNER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit _____ **DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the **OWNER**.

Upon the completion of construction, the OWNER shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of one year. Said OWNER’S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit “A” for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer’s satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER’S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, furnish to the COUNTY COMMISSIONERS, as required, “as built” drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County, and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and

maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby grants the **OWNER** or his agent, the right and privileges to make the improvements stipulated herein.

By:

Board of Commissioners
Delaware County, Ohio:

For Owner

Name (print)

Witness

Name (print)

Approved as to form:

Delaware County Prosecutor

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE \$ _____

CONSTRUCTION BOND AMOUNT \$ _____

MAINTENANCE BOND AMOUNT \$ _____

INSPECTION FEE DEPOSIT \$ _____

Engineer's Estimate Notes

Cover Sheet Description

1 **Subdivision Project** - Single family developments (plat required)

Use this cover sheet for projects where **ALL** the improvements (streets, storm structures, basins, etc.) will be publicly maintained.

A maintenance bond (10% of the approved estimate amount) is required for these projects.

A sample cost estimate (excel spreadsheet) is provided titled, "Estimate- Subdivision".

Note that the maintenance bond and inspection fees are rounded up to the nearest \$100.

2 **County Maintained** - A project where a portion of the improvements are publicly maintained and the remainder of the improvements are privately maintained.

Examples include commercial, common access drives, and condominium sites.

Use this cover sheet for **ONLY** the publicly maintained portions of the project.

A construction bond for 100% of the construction costs for the publicly maintained portions (**ONLY**) is required.

A maintenance bond is **NOT** required for these projects.

The cost estimate **MUST** separate the publicly maintained items from the privately maintained items using two separate columns for the quantities -- Public and Private.

A sample cost estimate (excel spreadsheet) is provided with the public and private column breakdown, titled, "Estimate, Public and Private Maint.".

Note that the inspection fees and construction bond are rounded up to the nearest \$100.

3 Road Widening - A project where improvements to an existing County or Township Road are required, however, the development is **NOT** within the unincorporated areas of Delaware County, or for a project within the unincorporated areas of Delaware County where a plat is **NOT** required. Use this cover sheet for a project that has improvements to an existing County or Township Road. Provide the estimate for the road widening quantities only. A construction bond for 100% of the road widening construction costs is required. A maintenance bond is **NOT** required for these projects. Use the same sample cost estimate (excel spreadsheet) titled, "Estimate- Subdivision" for Road Widenings Breakdown between public and privately maintained facilities is not required. Note that the inspection fees and construction bond are rounded up to the nearest \$100.

Revised June 30, 2010

ENGINEER'S COST ESTIMATE

Project: [REDACTED]
Job No.: [REDACTED]
Contact: [REDACTED]
Ext: [REDACTED]

Date: ??/??/??
Revised:
Revised:
Revised:

CONSTRUCTION COST SUMMARY

DEMOLITION / SEDIMENT & EROSION CONTROL	\$	132,778.45
ROADWAY / PAVING	\$	550,818.55
STORM SEWER	\$	213,511.83

TOTAL ESTIMATE \$897,108.83

Bonded in the name of <i>Developer</i>	Maintenance Bond Amount @ 10%	\$89,800.00
ATTN: <i>Developer Contact</i>		
<i>Address Line 1</i>	Inspection Deposit @ 8%	\$71,800.00
<i>Address Line 2</i>		

Signed:

State of Ohio No. Date
Registered Engineer

Delaware County Engineer Date

ENGINEER'S COST ESTIMATE

Project: [REDACTED] Date: ??/??/??
Job No.: [REDACTED] Revised:
Contact: [REDACTED] Revised:
Ext: [REDACTED] Revised:

CONSTRUCTION COST SUMMARY

DEMOLITION / SEDIMENT & EROSION CONTROL	\$	40,807.60
ROADWAY / PAVING	\$	209,037.08
STORM SEWER	\$	102,672.14
<hr/>		
TOTAL ESTIMATE	\$	352,516.82
Bonded in the name of <i>Developer</i>	Construction Bond @ 100%	\$ 352,600.00
ATTN: <i>Developer Contact</i>		
<i>Address Line 1</i>	Inspection Deposit @ 8%	\$ 28,300.00
<i>Address Line 2</i>		

Signed:

State of Ohio No. _____ Date _____
Registered Engineer

Delaware County Engineer Date _____

ENGINEER'S COST ESTIMATE

Project: [Redacted]
Job No.: [Redacted]
Contact: [Redacted]
Ext: [Redacted]

Date: ??/??/??
Revised:
Revised:
Revised:

CONSTRUCTION COST SUMMARY

DEMOLITION / SEDIMENT & EROSION CONTROL	\$	132,778.45
ROADWAY / PAVING	\$	550,818.55
STORM SEWER	\$	213,511.83
TOTAL ESTIMATE	\$	897,108.83
Bonded in the name of <i>Developer</i>	Construction Bond @ 100%	\$ 897,200.00
<i>ATTN: Developer Contact</i>		
<i>Address Line 1</i>	Inspection Deposit @ 8%	\$ 71,800.00
<i>Address Line 2</i>		

Signed:

State of Ohio No.
Registered Engineer

Date

Delaware County Engineer

Date

ENGINEER'S ESTIMATE - SUBDIVISION PROJECT**DEMOLITION / SEDIMENT & EROSION CONTROL**

Item No.	Description	Quantity**	Units	Unit Price	Total
202	Pavement Removed & Disposed of	1,382	CY	\$6.15	\$8,499.30
203	Excavation, Including Embankment Construction	10,629	SY	\$6.50	\$69,088.50
204	Subgrade Compaction	5,688	SY	\$1.00	\$5,688.00
203	Proof Rolling	40	HR	\$175.00	\$7,000.00
207	Temporary Seeding & Mulching	18,433	SY	\$0.85	\$15,668.05
207	Filter Fabric Fence	4,761	LF	\$2.60	\$12,378.60
207	Silt Fence Drop Inlet Filter	23	EA	\$57.50	\$1,322.50
207	Stabilized Construction Entrance	111	SY	\$5.15	\$571.65
207	Straw Bale Barrier	36	EA	\$15.00	\$540.00
207	Repair Seeding & Mulching	1,843	SY	\$0.85	\$1,566.55
201	Clearing & Grubbing	3,507	LF	\$2.50	\$8,767.50
201	Clearing & Grubbing (Wooded Area)	580	LF	\$2.91	\$1,687.80
DEMO/EROSION TOTAL =					\$132,778.45

ROADWAY/PAVING

Item No.	Description	Quantity	Units	Unit Price	Total
252	Full Depth Pavement Sawing	137	LF	\$2.25	\$308.25
304	Aggregate Base	1,263	CY	\$50.00	\$63,150.00
301	Bituminous Aggregate Base	1,780	CY	\$140.00	\$249,200.00
402	Asphalt Concrete	474	CY	\$135.00	\$63,990.00
404	Asphalt Concrete	474	CY	\$185.00	\$87,690.00
413	Crack Sealing - Hot Applied	137	LF	\$0.55	\$75.35
609	Combination Curb & Gutter (12" Tilt out)	188	LF	\$15.35	\$2,885.80
616	Water	1,000	MGAL	\$32.15	\$32,150.00
616	Calcium Chloride	100	TONS	\$275.77	\$27,577.00
659	Water	1	MGAL	\$32.15	\$32.15
659	COMMERCIAL FERTILIZER	2	TONS	\$630.00	\$1,260.00
623	Construction Layout Stakes	Lump	Sum	\$7,500.00	\$7,500.00
624	Mobilization	Lump	Sum	\$15,000.00	\$15,000.00
ROADWAY TOTAL =					\$550,818.55

STORM SEWER

Item No.	Description	Quantity	Units	Unit Price	Total
601	Rock Channel Protection, Type C with Filter	56	CY	\$61.41	\$3,438.96
603	12" CONDUIT, TYPE C, CLASS 4 &5	374	LF	\$35.37	\$13,228.38
603	15" CONDUIT, TYPE C, CLASS 4	174	LF	\$39.57	\$6,885.18
603	18" CONDUIT, TYPE B, CLASS 4 W/ CONC. ENC.	765	LF	\$67.20	\$51,408.00
603	4" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	9,305	LF	\$10.60	\$98,633.00
604	STANDARD CATCH BASIN 2 X 2	5	EA	\$973.97	\$4,869.85
604	STANDARD CATCH BASIN 2 X 2 (24" SIDE INLETS)	10	EA	\$1,041.78	\$10,417.80
604	CATCH BASIN 3 X 3	6	EA	\$1,390.63	\$8,343.78
604	CATCH BASIN 4 X 4	2	EA	\$1,981.94	\$3,963.88
604	HEADWALL FOR 12 IN. PIPE	1	EA	\$685.00	\$685.00
604	HEADWALL FOR 15 IN. PIPE	2	EA	\$856.00	\$1,712.00
604	HEADWALL FOR 18 IN. PIPE	5	EA	\$1,027.00	\$5,135.00
604	HEADWALL FOR 24 IN. PIPE	2	EA	\$1,369.00	\$2,738.00
604	HEADWALL FOR 36 IN. PIPE	1	EA	\$2,053.00	\$2,053.00
DRAINAGE TOTAL =					\$213,511.83
TOTAL ESTIMATE					\$897,108.83

ENGINEER'S ESTIMATE - PUBLICLY AND PRIVATELY MAINTAINED

**** - Total Quantity is the sum of the Publicly Maintained and Privately Maintained portions.
All Estimates shall show the breakdown of what is publicly maintained and privately maintained.**

DEMOLITION / SEDIMENT & EROSION CONTROL

Item No.	Description	Total Quantity**	Public Qty.	Private Qty.	Units	Unit Price	Public Cost	Private Cost	Total Cost
202	Pavement Removed & Disposed of	1,382	382	1,000	CY	\$6.15	\$2,349.30	\$6,150.00	\$8,499.30
203	Excavation, Including Embankment Construction	10,629	1,629	9,000	SY	\$6.50	\$10,588.50	\$58,500.00	\$69,088.50
204	Subgrade Compaction	5,688	1,688	4,000	SY	\$1.00	\$1,688.00	\$4,000.00	\$5,688.00
203	Proof Rolling	40	10	30	HR	\$175.00	\$1,750.00	\$5,250.00	\$7,000.00
207	Temporary Seeding & Mulching	18,433	12,000	6,433	SY	\$0.85	\$10,200.00	\$5,468.05	\$15,668.05
207	Filter Fabric Fence	4,761	2,300	2,461	LF	\$2.60	\$5,980.00	\$6,398.60	\$12,378.60
207	Silt Fence Drop Inlet Filter	23	10	13	EA	\$57.50	\$575.00	\$747.50	\$1,322.50
207	Stabilized Construction Entrance	111	80	31	SY	\$5.15	\$412.00	\$159.65	\$571.65
207	Straw Bale Barrier	36	18	18	EA	\$15.00	\$270.00	\$270.00	\$540.00
207	Repair Seeding & Mulching	1,843	800	1,043	SY	\$0.85	\$680.00	\$886.55	\$1,566.55
201	Clearing & Grubbing	3,507	2,200	1,307	LF	\$2.50	\$5,500.00	\$3,267.50	\$8,767.50
201	Clearing & Grubbing (Wooded Area)	580	280	300	LF	\$2.91	\$814.80	\$873.00	\$1,687.80
DEMO/EROSION TOTAL =							\$40,807.60	\$91,970.85	\$132,778.45

ROADWAY / PAVING

Item No.	Description	Total Quantity**	Public Qty.	Private Qty.	Units	Unit Price	Public Cost	Private Cost	Total Cost
252	Full Depth Pavement Sawing	137	50	87	LF	\$2.25	\$112.50	\$195.75	\$308.25
304	Aggregate Base	1,263	500	763	CY	\$50.00	\$25,000.00	\$38,150.00	\$63,150.00
301	Bituminous Aggregate Base	1,780	380	1,400	CY	\$140.00	\$53,200.00	\$196,000.00	\$249,200.00
402	Asphalt Concrete	474	275	199	CY	\$135.00	\$37,125.00	\$26,865.00	\$63,990.00
404	Asphalt Concrete	474	275	199	CY	\$185.00	\$50,875.00	\$36,815.00	\$87,690.00
413	Crack Sealing - Hot Applied	137	80	57	LF	\$0.55	\$44.00	\$31.35	\$75.35
609	Combination Curb & Gutter (12" Tilt out)	188	60	128	LF	\$15.35	\$921.00	\$1,964.80	\$2,885.80
616	Water	1,000	500	500	MGAL	\$32.15	\$16,075.00	\$16,075.00	\$32,150.00
616	Calcium Chloride	100	50	50	TONS	\$275.77	\$13,788.50	\$13,788.50	\$27,577.00
659	Water	1	1	1	MGAL	\$32.15	\$16.08	\$16.08	\$32.15
659	COMMERCIAL FERTILIZER	2	1	1	TONS	\$630.00	\$630.00	\$630.00	\$1,260.00
623	Construction Layout Stakes	Lump			Sum	\$7,500.00	\$3,750.00	\$3,750.00	\$7,500.00
624	Mobilization	Lump			Sum	\$15,000.00	\$7,500.00	\$7,500.00	\$15,000.00
ROADWAY TOTAL =							\$209,037.08	\$341,781.48	\$550,818.55

STORM SEWER

Item No.	Description	Total Quantity**	Public Qty.	Private Qty.	Units	Unit Price	Public Cost	Private Cost	Total Cost
601	Rock Channel Protection, Type C with Filter	56	20	36	CY	\$61.41	\$1,228.20	\$2,210.76	\$3,438.96
603	12" CONDUIT, TYPE C, CLASS 4 &5	374	150	224	LF	\$35.37	\$5,305.50	\$7,922.88	\$13,228.38
603	15" CONDUIT, TYPE C, CLASS 4	174	74	100	LF	\$39.57	\$2,928.18	\$3,957.00	\$6,885.18
603	18" CONDUIT, TYPE B, CLASS 4 W/ CONC. ENC.	765	360	405	LF	\$67.20	\$24,192.00	\$27,216.00	\$51,408.00
603	4" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	9,305	4,500	4,805	LF	\$10.60	\$47,700.00	\$50,933.00	\$98,633.00
604	STANDARD CATCH BASIN 2 X 2	5	2	3	EA	\$973.97	\$1,947.94	\$2,921.91	\$4,869.85
604	STANDARD CATCH BASIN 2 X 2 (24" SIDE INLETS)	10	4	6	EA	\$1,041.78	\$4,167.12	\$6,250.68	\$10,417.80
604	CATCH BASIN 3 X 3	6	2	4	EA	\$1,390.63	\$2,781.26	\$5,562.52	\$8,343.78
604	CATCH BASIN 4 X 4	2	1	1	EA	\$1,981.94	\$1,981.94	\$1,981.94	\$3,963.88
604	HEADWALL FOR 12 IN. PIPE	1	1	0	EA	\$685.00	\$685.00	\$0.00	\$685.00
604	HEADWALL FOR 15 IN. PIPE	2	1	1	EA	\$856.00	\$856.00	\$856.00	\$1,712.00
604	HEADWALL FOR 18 IN. PIPE	5	4	1	EA	\$1,027.00	\$4,108.00	\$1,027.00	\$5,135.00
604	HEADWALL FOR 24 IN. PIPE	2	2	0	EA	\$1,369.00	\$2,738.00	\$0.00	\$2,738.00
604	HEADWALL FOR 36 IN. PIPE	1	1	0	EA	\$2,053.00	\$2,053.00	\$0.00	\$2,053.00
DRAINAGE TOTAL =							\$102,672.14	\$110,839.69	\$213,511.83
TOTAL ESTIMATE									\$897,108.83