

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 3, 2018**

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**THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

**Present:**  
**Gary Merrell, President**  
**Barb Lewis, Vice President**  
**Jeff Benton, Commissioner**

**1**  
**RESOLUTION NO. 18-1331**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 29, 2018:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 29, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**RESOLUTION NO. 18-1332**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS CONGRATULATING JUDGE KRUEGER ON HIS RETIREMENT AND HIS YEARS OF SERVICE TO DELAWARE COUNTY:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

**Proclamation**

Whereas, the Delaware County Board of Commissioners is proud to honor the Honorable Everett H. Krueger upon his retirement from his 24 years of service to Delaware County and the State of Ohio as a judge on the Court of Common Pleas; and

Whereas, when Judge Krueger concludes his final term in office on December 31, 2018, he will wrap up a public-service career in Delaware County that has lasted for 35 years, including his 11 years of service as a judge on the Delaware Municipal Court before he served four six-year terms on the Court of Common Pleas; and

Whereas, Judge Krueger played a key role in spearheading the construction of both the current home of the Delaware Municipal Court and the current Delaware County Courthouse; and

Whereas, Judge Krueger has earned a well-deserved reputation for ruling promptly and fairly on his civil and criminal cases, and he has presided over thousands of cases during his 35 years as a judge; and

Whereas, Judge Krueger started and continues to oversee in his courtroom a "recovery docket" that aims to help spur the long-term recovery and success of those suffering from addictions to drugs or alcohol; and

Whereas, Judge Krueger has long been recognized by his judicial peers as a leading judge in Ohio as evidenced by his many years of service on numerous committees of the Ohio Judicial Conference and by his having been chosen by other judges in Ohio to serve as chairman of the Ohio Judicial Conference from 2004 until 2006 and as president of the Ohio Common Pleas Judges Association from 2008 until 2010; and

Whereas, Judge Krueger has actively worked to strengthen the legal profession in this community through his many years of active service in the Delaware County Bar Association, including having served as president of that association; and

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Whereas, Judge Krueger has served honorably, too, as a member of the Columbus Bar Association, the Ohio State Bar Association, the American Judges Association, and the American Judicature Society; and

Whereas, Judge Krueger has demonstrated his commitment to helping those in need in our community and around the world through his many years of membership in and charitable giving to the Delaware Rotary Club; and

Whereas, Judge Krueger’s noble efforts as a respected and admired public servant with an unblemished reputation for honesty and integrity have promoted public safety and have furthered the cause of justice;

Therefore, be it resolved, that the Delaware County Board of Commissioners hereby congratulates Judge Krueger on his well-deserved retirement and his years of outstanding service.

Vote on Motion                      Mrs. Lewis              Aye      Mr. Merrell              Aye      Mr. Benton              Aye

**5**

**RESOLUTION NO. 18-1333**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1130:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1130 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>				
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1805850	MINE SAFETY APPLIANCES COMPANY	GAS MONITORING SYSTEM IN THE PRETREATMENT BUILDING	66211912 - 5450	\$19,055.5
R1805857	DECKER CONSTRUCTION CO INC	CURB & SIDEWALK REPLACEMENT PROJECT -	40111402 - 5410	\$55,120.83

Vote on Motion                      Mr. Benton              Aye      Mr. Merrell              Aye      Mrs. Lewis              Aye

**6**

**RESOLUTION NO. 18-1334**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

The Regional Sewer District is requesting that Janet Fawcett attend a Managing Emotions Under Pressure Seminar in Columbus, OH on March 27, 2019 at a total cost of \$49.00 from fund 66211900.

The EMS Department is requesting that a captain Jennifer Cochran attend a Suicide Prevention in the Workplace Conference; in Westerville, Ohio November 28, 2018; at the cost of \$300.00 (from fund 10011303).

The Regional Sewer District is requesting that Tiffany Maag, Erik McPeek, Julie McGill, Kelly Thiel, and Mason Janczak attend an Engineering and Ethics Enforcement Seminar in Dublin, OH on December 4, 2018 at a total cost of \$200.00 from fund 66211902.

Vote on Motion                      Mr. Merrell              Aye      Mr. Benton              Aye      Mrs. Lewis              Aye

**7**

**RESOLUTION NO. 18-1335**

**IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2019 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:**

It was moved by Mr. Benton, seconded by Mrs. Lewis that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at **9:30AM on Monday and 9:30AM on Thursday** of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

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All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board **by Noon on the Monday preceding the Monday session and on Thursday at Noon preceding the Thursday session.** An agenda item may be scheduled during regular session whereas the Board may allow presentation and discussion of an appropriate matter not previously scheduled.

Be It Further Resolved, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under Ohio Revised Code (i.e. Ditch Petitions, Road Alternations, etc.) The Clerk to the Board or in the absence of the Clerk to the Board, The Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings which may serve as the official record of the Board's proceedings at the viewing.

It is Further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

It is Further Resolved, special meetings may be called upon the direction of the president of the board of commissioners or by the request of any two members of the board of commissioners.

It is Further Resolved, that the normal business hours/office hours for the office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year's Eve Day (office closes at noon), New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**8  
RESOLUTION NO. 18-1336**

**IN THE MATTER OF ESTABLISHING A REASONABLE METHOD WHEREBY THE PUBLIC MAY DETERMINE THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS OF THE BOARD AND THE TIME, PLACE, AND PURPOSE OF ALL SPECIAL AND EMERGENCY MEETINGS OF THE BOARD:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

**PREAMBLE**

**WHEREAS**, pursuant to R.C. § 121.22(F), the Board of County Commissioners, Delaware County, Ohio ("Board") is required, by rule, to establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings of the Board and the time, place, and purpose of all special meetings of the Board; and,

**WHEREAS**, the Board also desires, consistent with R.C. § 121.22(F), to establish a reasonable method whereby any person may determine the time, place, and purpose of all emergency meetings of the Board.

**RESOLUTION**

**NOW THEREFORE BE IT RESOLVED:**

Pursuant to R.C. § 121.22(F), the Board establishes and provides notice of the following schedule for all regular meetings of the Board held in 2019 and sets the following rules for providing notice of all special and emergency meetings of the Board held in 2019:

1. All regularly scheduled meetings of the Board held in 2019 shall be held in accordance with the following schedule:
  - Time:                      9:30AM
  - Days/Dates:              On Monday and on Thursday of each week except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.
  - Place:                      101 N. Sandusky Street, Delaware, Ohio 43015  
1<sup>st</sup> Floor Hearing Room
2. The Clerk shall immediately publish the above time, days/dates, and place of all regularly scheduled meetings one (1) time in the Delaware Gazette.

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3. The Clerk shall also continually post the above time, days/dates, and place of all regularly scheduled meetings in at least one (1) prominent public location in the Board’s office and on the Board’s website.
4. Any person, upon request made to the Clerk, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Advance notification shall be provided in any reasonably requested manner to include, but not limited to, providing notice and the agenda by email sent to an email address provided by the requestor. The Clerk shall maintain a list of all persons requesting such notification.
5. The Clerk shall also maintain a list of news media requesting notification of meetings.
6. The Clerk shall provide notice of the time, place, and purpose of all special meetings of the Board as follows:
  - A. Provide at least twenty-four (24) hours' advance notice via email to the news media that have requested notification;
  - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide advance notice to such requesting person in the manner requested;
  - C. Prominently post advance notice of the meeting in the Board’s office; and
  - D. If the Board specifically requests notice be published, publish notification as directed by the Board.
7. Any member or members of the Board calling an emergency meeting of the Board shall immediately provide notice of the time, place, and purpose of the emergency meeting as follows:
  - A. Provide notice via email to the news media that have requested notification;
  - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide notice to such requesting person in the manner requested; and
  - C. Prominently post notice of the meeting in the Board’s office.
8. If a meeting is cancelled, the Clerk shall provide notice of the cancellation by prominently posting a notice of the cancellation in the Board’s office and the Board’s office and by sending notice via email to the news media that have requested notification.
9. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
10. This Resolution shall be in full force and effect immediately upon adoption.

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**9  
RESOLUTION NO. 18-1337**

**IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY, JANUARY 3, 2019:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to cancel the Commissioners’ session scheduled for Thursday, January 3, 2019.

Vote on Motion                      Mr. Merrell              Aye              Mrs. Lewis              Aye              Mr. Benton              Aye

**10  
RESOLUTION NO. 18-1338**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM FOR POINTS PIZZA AND GRILL (DBA PIZZA CABIN AND GRILL) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license request from For Points Pizza and Grill, located at 5277 Columbus Pike, Lewis Center, Ohio 43035; and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection;

Now, Therefore, Be it Resolved, that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of

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County Commissioners.

Vote on Motion            Mrs. Lewis            Aye            Mr. Merrell            Aye            Mr. Benton            Aye

**11**

**RESOLUTION NO. 18-1339**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF OCTOBER 2018:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for October 2018;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of October 2018.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**12**

**RESOLUTION NO. 18-1340**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR NELSON FARMS SECTION 2, PHASE C, PART 2 AND MAXTOWN ROAD SANITARY PUMP STATION (PUMP UPGRADE PLAN):**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the construction of new sanitary sewers at the Nelson Farms Section 2, Phase C, Part 2 and Maxtown Road Sanitary Pump Station (Pump Upgrade Plan) have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider's Agreements; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Nelson Farms Section 2, Phase C, Part 2</b>	693' of 8- inch sewer	\$56,894.00
	3 each- manhole	\$ 9,900.00

**Maxtown Road Sanitary Pump Station (Pump Upgrade Plan)**

Flygt 3171 Pumps (4 each)	\$104,000.00
6x4x6 Stainless Steel Reducers (3 each)	\$ 1,530.00
Electrical Upgrade Components including 30P Flex Soft Starters	\$ 27,000.00

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreement for the five-year maintenance period for the above sanitary sewer improvements.

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Vote on Motion                      Mrs. Lewis                      Aye                      Mr. Benton                      Aye                      Mr. Merrell                      Aye

**13**

**RESOLUTION NO. 18-1341**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ENGINEERING MATERIALS FOR 2019:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following Engineering Materials: 2019 Curb and Sidewalk Construction, 2019 Asphalt Materials, 2019 Tree Clearing, 2019 Stone Aggregate, and 2019 Annual Drainage Maintenance Contract;

Now, Therefore, Be It Resolved that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2019 Curb and Sidewalk Construction, 2019 Asphalt Materials, 2019 Tree Clearing, 2019 Stone Aggregate, and 2019 Annual Drainage Maintenance Contract.

**2019 Curb and Sidewalk Bid**

**Public Notice  
Advertisement for Bids**

Bid shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, January 8, 2019, at which time they will be publicly received and read aloud, for the project known as

**2019 Curb and Sidewalk Construction Annual Contract**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids"

The prices of this contract shall be in effect from January 21, 2019 to December 31, 2019. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 14, 2018

**SPECIFICATIONS  
2019 Curb and Sidewalk Construction  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform construction of curbs, curb ramps and walks at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

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The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2016 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

**Item 253 Pavement Repair.** The depth of the pavement repair shall be 8 inches or the full depth of the existing asphalt pavement, whichever is less.

**Item 624 Mobilization.** The requirements of Item 624 shall apply. Only one mobilization charge will be approved if several work sites are ordered at one time (single project), AND all are within 0.5 miles of one another.

**Item 659 Topsoil, As Per Plan.** Provide pulverized topsoil that is fertile, loose, friable, and loamy. The topsoil shall contain between 6 % and 20% organic material. Topsoil shall not contain more than 18 % moisture and shall be free of weeds and other deleterious material. If this cannot be met with topsoil onsite, commercial pulverized topsoil shall be purchased at no additional cost.

**TRAFFIC CONTROL**

Temporary traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The Contractor shall provide necessary signing, drums, and works to protect the work area. Work on the shoulder shall be in conformance with typical application #3 (TA-3) or typical application #6 (TA-6). The cost of providing signing, drums and all other necessary labor, equipment and materials to conform to these typical applications shall be considered incidental to Item 624, Mobilization and no additional compensation shall be provided.

If the Engineer requires that one lane be closed to traffic, the Contractor shall provide flaggers in accordance with the OMUTCD. Payment shall be made at the contract price bid for Item 614, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.

**MINIMUM QUANTITIES**

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

**OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS**

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Curb Ramp** – BP-7.1

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2. **Curb, Type 6 Backup** – BP-5.1
3. **Combination Curb and Gutter, Type 2** – BP-5.1
4. **Combination Curb and Gutter, DCEO** – R2010

**PREVAILING WAGE RATES**

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**Findings for Recovery:** Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**Independent Contractor:** The Contractor acknowledge and agrees that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.



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**Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, March 14, 2019, at which time they will be publicly received and read aloud, for the project known as:

**2019 Asphalt Materials  
Supply Contract**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids"

The Owner requires that all work associated with the project be completed before December 31, 2019. The estimated commencement of work date is March 27, 2019.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
February 24, 2019

**SPECIFICATIONS  
2019 Asphalt Materials  
Supply Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All political subdivisions within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON-EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 3, 2018**

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**TERM OF CONTRACT**

This contract shall be in effect from March 27, 2019 to December 31, 2019. The County reserves the right to cancel the contract at any time, in the best interest of the County.

**MATERIAL SPECIFICATIONS**

2016 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02): MC-30 (medium curing cutback asphalt)

Asphalt Emulsions (702.04): RS-2 (rapid setting emulsion)  
RS-2P (polymer modified rapid setting emulsion)  
CRS-2 (cationic rapid setting emulsion)  
CRS-2P (cationic, polymer modified rapid setting emulsion)  
SS-1 (slow setting asphalt emulsion)  
SS-1H (slow setting asphalt emulsion, hard pen)

Asphalt Concrete Base 301 Asphalt Concrete Base  
-HMA (301.02, 302.02): 302 Asphalt Concrete Base

Asphalt Concrete-HMA Type 1 Surface Mix  
(441): Type 1 Intermediate Mix  
Type 2 Intermediate Mix

**ORDERS AND DELIVERY**

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

**LIQUID ASPHALTS**

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

**ASPHALT CONCRETE MATERIALS**

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 3, 2018**

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Delaware County, Ohio.

Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

**2019 Tree Clearing Bid**

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, January 30, 2019, at which time they will be publicly received and read aloud, for the project known as:

**2019 Tree Clearing  
Annual Contract**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices"

The prices of this contract shall be in effect from February 12, 2019 to December 31, 2019. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
January 12, 2019

**SPECIFICATIONS  
2019 Tree Clearing  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within

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Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**GENERAL REQUIREMENTS**

The Owner shall mark the areas to be cleared and grubbed and/or mark the individual trees to be removed or saved. Marking shall be done using paint markings, stakes or other acceptable methods. The Contractor shall perform a field review of the work site and shall provide a written quotation for the work based on the unit prices in this contract.

Upon receiving authorization to proceed, the Contractor shall perform the work in an expeditious manner under the supervision of the Owner. The Contractor shall exercise caution in performing its work to avoid damage to real estate, personal property and utilities.

**TRAFFIC CONTROL**

The Contractor shall provide required work zone signing and temporary traffic control conforming to the ODOT CMS and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). All signs shall be placed on temporary sign supports at locations approved by the Engineer.

**MINIMUM QUANTITIES**

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The following items include all labor, equipment, materials, and incidentals necessary to complete the work.

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

The 2016 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

**Item 201, Clearing and Grubbing.** This item shall consist of clearing and grubbing all trees 12 inches or

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smaller in diameter when measured as specified in 201.05 and all surface objects, brush, roots and other protruding obstructions not designated to remain by the Engineer. This item shall be measured by the number of acres cleared and grubbed to the satisfaction of the Owner. All other vegetative material removed shall be hauled away and properly disposed of off-site.

**Item 201, Tree Removed.** This item shall consist of clearing and grubbing all trees over 12 inches in diameter including hauling away and disposing off-site. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

**Item 201, Stump Removed.** This item shall consist of grinding or removing stumps 6 inches below ground surface and off-site disposal of debris. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

**TABLE 201.05-1**

<b>Tree or Stump Diameter</b>	<b>Pay Item Designation</b>
Over 12 inches to 24 inches	18-inch size
Over 24 inches to 36 inches	30-inch size
Over 36 inches to 60 inches	48-inch size
Over 60 inches	60-inch size
Over 0.3 m to 0.6 m	0.5 m size
Over 0.6 m to 0.9 m	0.8 m size
Over 0.9 m to 1.5 m	1.2 m size
Over 1.5 m	1.5 m size

**Item 624, Maintaining Traffic.** This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

**Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.** This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

**Item 624, Mobilization.** Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as

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to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

**2019 Stone Aggregate**

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, January 8, 2019, at which time they will be publicly received and read aloud, for the project known as:

**2019 Stone Aggregate  
Material Supply Contract**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids"

The Owner requires that all work associated with the project be completed before December 31, 2019. The estimated commencement of work date is January 21, 2019.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 14, 2018

**SPECIFICATIONS  
2019 Stone Aggregate  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

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- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**MATERIAL SPECIFICATIONS**

2016 ODOT Construction and Material Specifications (CMS) 703.01, 703.05, 703.17, 703.18, 703.19

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Indemnification for Accidents:** The Contractor shall hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including but not limited to the loss of use resulting therefrom or delay, acceleration, or loss of productivity caused in whole or part by the negligence of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

**Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**Findings for Recovery:** Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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MINUTES FROM REGULAR MEETING HELD DECEMBER 3, 2018**

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**2019 Drainage Maintenance Annual Contract**

**Public Notice  
Advertisement for Bids**

Bid shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, January 8, 2019, at which time they will be publicly received and read aloud, for the project known as

**2019 Drainage Maintenance Annual Contract.**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from [www.bidexpress.com](http://www.bidexpress.com). All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids"

The prices of this contract shall be in effect from January 21, 2019 to December 31, 2019. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing with the Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 14, 2018

**SPECIFICATIONS  
2019 Drainage Maintenance  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform construction of agricultural drainage improvements including swales, ditches, subsurface tile repairs, and seeding and mulching operations at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award



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does not guarantee that your company will receive a purchase order during the term of this contract.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2016 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

The following are NRCS Specifications for the appropriate line items.

**582 Open Channel**

[https://efotg.sc.egov.usda.gov/references/public/OH/OH\\_582\\_OpenChan\\_11-12-14.pdf](https://efotg.sc.egov.usda.gov/references/public/OH/OH_582_OpenChan_11-12-14.pdf)

**606 Subsurface Drain**

[https://efotg.sc.egov.usda.gov/references/public/OH/OH\\_Subsurface\\_Drain\\_606\\_1-31-14.pdf](https://efotg.sc.egov.usda.gov/references/public/OH/OH_Subsurface_Drain_606_1-31-14.pdf)

**608 Surface Drain**

[https://efotg.sc.egov.usda.gov/references/public/OH/Surface\\_Drainage\\_Main\\_or\\_Lateral\\_608.pdf](https://efotg.sc.egov.usda.gov/references/public/OH/Surface_Drainage_Main_or_Lateral_608.pdf)

**MINIMUM QUANTITIES**

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**Findings for Recovery:** Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**Independent Contractor:** The Contractor acknowledge and agrees that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

Vote on Motion                      Mr. Merrell      Aye      Mr. Benton      Aye      Mrs. Lewis      Aye

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MINUTES FROM REGULAR MEETING HELD DECEMBER 3, 2018**

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**RESOLUTION NO. 18-1342**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR SYCAMORE TRAIL**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, on December 3, 2018, a Ditch Maintenance Petition for Sycamore Trail was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Sycamore Trail off of Africa Road in Berlin Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$180,783.47. The drainage improvements are being constructed for the benefit of the lot(s) being created in this subdivision. 18 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$10,043.53 per lot. An annual maintenance fee equal to 2% of this basis (\$200.87) will be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$3,615.67 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

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**RESOLUTION NO. 18-1343**

**IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following work permits:

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now, Therefore, Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U18-184	WOW	South Old 3 C Highway	Place cable in ROW

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

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**ADMINISTRATOR REPORTS**

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 3, 2018

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Mike Frommer, County Administrator  
-No reports

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

-The nation lost the 41<sup>st</sup> President over the weekend. Former President George H.W. Bush was a great leader.

Commissioner Lewis

-Former President Bush was a humble statesman.

-Would like to highlight Caleb Sefcik's contribution to People In Need. Caleb has, for the past several years, had a hot chocolate and bake sale with the proceeds donated to P.I.N. His efforts with this past sale will equal 1,000 meals to those in need in Delaware County.

Commissioner Benton

-Congratulations to Caleb for initiative and kindness for those in Delaware County.

-Would like to thank Former President George H.W. Bush for his lifetime of service to this country.

**RECESS at 9:52 A.M./RECONVENE at 1:30 PM**

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**RESOLUTION NO. 18-1344**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

Vote on Motion                Mrs. Lewis        Aye        Mr. Benton        Aye        Mr. Merrell        Aye

**RESOLUTION NO. 18-1345**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

Vote on Motion                Mr. Benton        Aye        Mr. Merrell        Aye        Mrs. Lewis        Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton