

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 14, 2020**

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

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

10:00 A.M. Public Hearing To Consider Changing The Name Of Lane Road (Twp. Rd. 61), A Township Road In The Unincorporated Area Of Porter Township, Delaware County, Ohio (Public Participation In This Hearing, Will Be Taking Place Only By Virtual Means)

1
RESOLUTION NO. 20-1116

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 7, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 7, 2020; 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

2
RESOLUTION NO. 20-1117

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1211:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1211 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
ENA INC. JFS	Family Children's First Council	70161605-5342	\$6,900.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2005051	VASU COMMUNICATIONS	RADIO SUPPLIES 911	21411306-5260	\$8,768.84
R2005063	HR GRAY & ASSOCIATES INC.	CONSTRUCTION INSPECTION SERVICES	66211900-5380	\$10,050.00
R2004994	MICROMAN INC	NETWORK EQUIPMENT - HISTORIC COURTHOUSE	42011438-5410	\$32,527.00
R2005002	VASU COMMUNICATIONS INC	9 MOBILE RADIOS	21411306-5260	\$17,915.28
R2005022	GARLAND COMPANY INC	CARNEGIE ROOF REPLACEMENT	40111402-5410	\$315,741.00
R2005030	KONSCRANES INC	REPAIRS FROM ANNUAL INSPECTION - RSD	66211900-5328	\$5,348.59

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

3
RESOLUTION NO. 20-1118

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Supplemental Appropriation
 22616107-5319 CARES Act 2020 Election Admin/ 93.96

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Reimbursements-Refunds

Transfer of Appropriation

From:	To:	
22616107-5001	22616107-5375	40,000.00
CARES Act 2020 Election Admin/Compensation	CARES Act 2020 Election Admin/ Election and Settlement Services	
22616107-5004	22616107-5375	16,600.00
CARES Act 2020 Election Admin/Overtime	CARES Act 2020 Election Admin/ Election and Settlement Services	
22616107-5225	22616107-5375	544.30
CARES Act 2020 Election Admin/Personal Protective Equipment	CARES Act 2020 Election Admin/ Election and Settlement Services	

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

4

RESOLUTION NO. 20-1119

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental Appropriation

27526315-5319	State Victim Asst Grant/Reimbursement-Refunds	\$550.00
24026326-5319	Juv Crt Restitution/Reimbursement-Refunds	\$1,750.00

Transfer of Appropriation

From:	To:	
27526315-5001	27526315-5319	\$21.77
State Victim Asst Grant/Compensation	State Victim Asst Grant/Reimbursement-Refunds	
27526315-5101	27526315-5319	\$200.60
State Victim Asst Grant/Health Insurance	State Victim Asst Grant/Reimbursement-Refunds	
27526315-5102	27526315-5319	\$3.64
State Victim Asst Grant/Workers Comp	State Victim Asst Grant/Reimbursement-Refunds	
27526315-5120	27526315-5319	\$11.33
State Victim Asst Grant/OPERS	State Victim Asst Grant/Reimbursement-Refunds	
27526315-5131	27526315-5319	\$10.74
State Victim Asst Grant/Medicare	State Victim Asst Grant/Reimbursement-Refunds	

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

5

RESOLUTION NO. 20-1120

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant # VOCA – Victim Services
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2020 – 09/30/2021

Grant (VOCA) Amount: \$51,058.19
Grant (SVAA) Amount: \$21,884.00
Local Cash Match: \$12,764.53
Total Grant Amount: \$85,706.72

The Victim Services program was established for the Delaware County Juvenile Court in 1987 to provide information and support for victims of juvenile crime and to ensure that case related decisions include greater consideration for the victim. The program is committed to providing services and support to victims by informing them of their rights, providing information regarding the Court’s legal process, attending court hearings with or on behalf of the victim, arranging support for personal and emotional needs, and attempting to help recover any financial losses. Delaware County continues to experience one of the fastest growth rates in the nation, with a 78.6% population increase from 109,992 in 2000 to 196,463 in 2016. Over 27% of that population is under age 18. From October 1, 2015 to September 30, 2016, there were nearly 200 reported

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victims of juvenile crime in Delaware County referred to the Victim Services Program. The Delaware County Juvenile Court Victim Services Program is the only agency that serves victims of juvenile crime in Delaware County. Since 2015, the court has been successful in closing more than 100 open restitution cases and returning nearly \$10,000 annually to victims of juvenile crime.

Grant # VOCA – Court Appointed Special Advocate
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2020 – 09/30/2021

Grant (VOCA) Amount: \$169,185.25
Grant (SVAA) Amount: \$1,918.00
Local Cash Match: \$0.00
Local In-Kind Match: \$42,296.31
Total Grant Amount: \$213,399.56

CASA provides a voice for the child victim. Victims, especially children, are often ignored, and can fall through the cracks during their involvement in the child welfare and judicial system. CASA advocates are the eyes and ears of the court, and fight for the best interests of the child victims. Research shows that the children served by a CASA are placed in safe and permanent home sooner, are less likely to spend time in long-term foster care, receive a higher number of court-ordered services, and are more likely to be adopted. The one common factor most likely to predict the success of at-risk children in the presence of at least one consistent, concerned adult in their life. In Delaware and Union counties, this consistent, concerned adult can be a trained and knowledgeable CASA volunteer advocate. Almost all CASA cases have one consistent advocate throughout the life of the case. Volunteers are asked to advocate for the child through the entire time the child is in the child welfare system, from a preliminary shelter care hearing to permanence, whether that is reunification, legal custody to a relative, or adoption. The average length of a child welfare case is 18 months, and Delaware County volunteers average a service time of 36 months. This consistency is only possible through continued training and support by CASA staff. In this grant cycle the expected outcome measurements include: 20 new volunteers serving Delaware and Union Counties, 100% of CASA volunteers participate in monthly in-service trainings, 5 CASA Volunteers will be serving the aging out population as a Fostering Futures CASA/Mentor, 90% of children will be safe while under court jurisdiction, 80% of children will live in a permanent, safe family home when their case is closed.

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

6
RESOLUTION NO. 20-1121

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation

From:	To:	
10031301-5361	10031301-5201	68,000.00
Sheriff Deputies/Attorney Services	Sheriff Deputies/Gen Supplies & Equip < 1,000	
10031301-5361	10031301-5266	7,000.00
Sheriff Deputies/Attorney Services	Sheriff Deputies/COVID 19 Supplies	
10031303-5120	10031303-5004	65,000.00
Sheriff Jail/County Share/OPERS	Sheriff Jail Overtime	
28631329-5450	28631329-5301	10,000.00
LEAP Forward 2019/Equipment>\$5,000	LEAP Forward 2019/Contracted Prof. Services	

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

7
RESOLUTION NO. 20-1122

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ENGINEERING MATERIALS AND SERVICES FOR 2021:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 and Services: 2021 Curb and Sidewalk Construction, 2021 Tree Clearing, 2021 Guardrail Installation, 2021 Pavement Markings, and 2021 Asphalt;

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 and Services: 2021 Curb and Sidewalk Construction, 2021 Tree Clearing, 2021 Guardrail Installation, 2021 Pavement

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Marking, and 2021 Asphalt:

2021 Curb and Sidewalk Construction

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 12, 2021, at which time they will be publicly received and read aloud, for the project known as

2021 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. 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 and may be accessed by selecting "Public Notices and Bids."

The prices of this contract shall be in effect from January 25, 2021 to December 31, 2021. 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 4115 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 18, 2020

**SPECIFICATIONS
2021 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.

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
- City of Delaware
- 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.

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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 2019 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
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>.

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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 there after 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.**

2021 Tree Clearing

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00am on Tuesday, January 12, 2021, at which time they will be publicly received and read aloud, for the project known as:

**2021 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. 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 and may be accessed by selecting "Public Notices and Bids."

The prices of this contract shall be in effect from January 25, 2021 to December 31, 2021. The Board of

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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.

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 18, 2020

**SPECIFICATIONS
2021 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 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
- City of Delaware
- 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

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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 2019 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 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

<u>Tree or Stump Diameter</u>	<u>Pay Item Designation</u>
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

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for one year there after 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.**

2021 Guardrail Installation

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 12, 2021, at which time they will be publicly opened and read aloud, for the project known as

**2021 Guardrail Installation
Annual Contract**

The owner of the project is the Delaware County Board of Commissioner's. Copies of the plans and specifications must be obtained from 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 and may be accessed by selecting "Public Notices and Bids."

The prices of this contract shall be in effect from January 25, 2021 to December 31, 2021. 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, 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 4115 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

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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 18, 2020

**SPECIFICATIONS
2021 Guardrail Installation
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform installation of guardrail 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:

- All townships within Delaware County
- City of Delaware
- 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 2019 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

Item 202, Guardrail Removed. Removal of existing guardrail or anchor assemblies shall be measured from the first to last post or ground mounted anchor.

Item 209, Reshaping Under Guardrail. The limits of reshaping guardrail shall be limited to 5 feet in front of and behind the face of guardrail. A maximum of 10 cubic yards of excavation or embankment per station (100 feet) shall be required for this work. The Department shall make additional compensation for work in excess of these limits.

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.

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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.

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

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

Type MGS Guardrail

1. Guardrail, Type MGS and miscellaneous parts –MGS-1.1
2. Guardrail, Type MGS (Standard) – MGS-2.1
3. Guardrail, 25' Long Span – MGS-2.3
4. Bridge Terminal Assemblies, Type 1 and Type 2 – MGS-3.1 and 3.2
5. Anchor Assemblies Types A, T, B and E – MGS-4.1 (Type A), MGS-4.2 (Type T), FLEAT or SRT-31 (Type B); ET-31 or SKT (Type E)

Type 5 Guardrail

1. Guardrail, Type 5 and 5A and miscellaneous parts –GR-1.1, 1.2, 1.3 and 2.1
2. Guardrail, Type 5 with Double Rails –GR-2.4
3. Guardrail, Type 5 with Tubular Backup – GR-2.2
4. Guardrail, 25' Long Span – GR-2.3
5. Guardrail, Long Span over Culvert (12'-6" or 18'-9") – GR-2.4
6. Bridge Terminal Assemblies Type 4 and Type TST – GR-3.4 (Type 4) and GR-3.6 (Type TST)
7. Anchor Assemblies Types A, T, B and E – GR-4.1 (Type A), GR-4.2 (Type T), FLEAT or SRT-350 (Type B); ET-2000 Plus or SKT (Type E)

All materials shall be on the ODOT Qualified Products List (QPL) where applicable.

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.

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MINUTES FROM REGULAR MEETING HELD DECEMBER 14, 2020**

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.**

2021 Pavement Markings

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 12, 2021, at which time they will be publicly received and read aloud, for the project known as

**2021 Pavement Markings
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. 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 and may be accessed by selecting "Public Notices and Bids."

The prices of this contract shall be in effect from January 25, 2021 to December 31, 2021. 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 4115 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 18, 2020

**SPECIFICATIONS
2021 Pavement Markings
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform installation of pavement markings 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.

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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
- City of Delaware
- 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 2019 ODOT Construction and Material Specifications (CMS) shall govern.

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 purchase 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 purchase order if the quantity performed is less than the minimum amount listed.

MOBILIZATION

Mobilization shall include the cost of site reconnaissance, site preparation, and mobilizing required equipment and labor to the site, and shall be paid as a single lump sum for each purchase order which may include multiple locations.

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>.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 14, 2020**

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 there after 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.**

2021 Asphalt

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, March 23, 2021, at which time they will be publicly received and read aloud, for the project known as:

**2021 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. 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 and may be accessed by selecting "Public Notices and Bids."

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The Owner requires that all work associated with the project be completed before December 31, 2021. The estimated commencement of work date is April 5, 2021.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 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:
March 5, 2021

**SPECIFICATIONS
2021 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.

TERM OF CONTRACT

This contract shall be in effect from April 5, 2021 to December 31, 2021. The County reserves the right to cancel the contract at any time, in the best interest of the County.

MATERIAL SPECIFICATIONS

2019 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)

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	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 there after 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.

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 MINUTES FROM REGULAR MEETING HELD DECEMBER 14, 2020

10

RESOLUTION NO. 20-1125

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS, PURCHASE ORDERS AND MEMO TRANSFERS AND ESTABLISHING NEW FUNDS AND ORGANIZATION KEYS AND RENAMING OF AN ORGANIZATION KEY:

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

Transfer of Funds

From	To	
10011102-5801	40311409-4601	35,000.00
Commissioners General/Interfund Cash Transfer	Drainage Improvement/Interfund Revenues	

Transfer of Appropriation

From	To	
10011107-5201	10011107-5001	20.00
Zoning/General Supplies	Zoning/Compensation	
27426314-5101	27426314-5001	2,000.00
Crime Victims CASA/Health Insurance	Crime Victims CASA/Compensation	
22411603-5101	22411606-5101	1,900.00
JFS Workforce/Health Insurance	JFS Social Services/Health Insurance	
70161603-5001	70161603-5101	150.00
FCFC General/Compensation	FCFC General/Health Insurance	
61311923-5361	60111901-5101	50.00
Self-Insured Workers Comp/Attorney Services	Property & Casualty Insurance/Health Insurance	
61311923-5361	61311923-5101	50.00
Self-Insured Workers Comp/Attorney Services	Self-Insured Workers Comp/Health Insurance	

Supplemental Appropriation

40311453-5328	Thomas #9 Watershed	25,000.00
	Drainage/Maintenance & Repair	
40311466-5328	Ruder West/Maintenance and Repair	8,677.24

New Fund

528	BR DI Fancher Rd
529	BR DI Ruder East

New Organization Keys

10083801	Public Defender Commission
28631345	LEAP Forward 2020
40940452	Home Rd & Sawmill Pkwy OPWC
52811147	BR DI Fancher Rd
52911148	BR DI Ruder East

Rename Organization Key 10011301

From	To
Code Compliance	Building Safety

The Board hereby approves the purchase orders and memo transfers as follows:

Ditch Maintenance/Soil & Water	40311453-5328	25,000.00
Ditch Maintenance/Soil & Water	40311466-5328	8,677.24

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

11

RESOLUTION NO. 20-1126

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
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WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of regular sessions of the Board at the end of the current calendar year and prior to the Board’s organizational meeting on January 11, 2021, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from December 29, 2020 through January 10, 2021, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; and renaming organization keys.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 20-971, which shall remain in full force and effect.

Section 3. This Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 20-1127

IN THE MATTER OF AWARDING COMMUNITY ENHANCEMENT GRANTS:

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

WHEREAS, on October 29, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-972, adopting the Delaware County 2020 Community Enhancement Grant Program (the “Program”), including the Program Guidelines, Terms and Conditions, and form of Grant Agreement; and

WHEREAS, pursuant to the approved Program, eligible not-for-profit organizations have submitted applications for Program funding from Delaware County; and

WHEREAS, the County Administrator, in consultation with other Board staff, has reviewed the applications and recommends that the Board award grants pursuant to the Program;

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

Section 1. The Board hereby award Delaware County 2020 Community Enhancement Grants as follows:

Delaware County Cultural Arts Center (the Arts Castle)	\$42,000
Ohio Fallen Heroes Memorial	\$2,500
Recreation Unlimited Foundation	\$24,555
YMCA of Delaware County	\$32,010
Kilbourne Food Pantry	\$28,000
NAMI Delaware and Morrow Counties	\$58,118.20
Safe Harbor	\$30,000
Big Walnut Area Historical Society - Myers Inn Museum	\$8,359.01
Main Street Delaware	\$50,000
Strand Theatre	\$67,984
Central Ohio Symphony	\$31,000
Second Ward Community Center (SWCI)	\$50,000
Family Promise	\$75,000
Delaware County AG Society	\$57,000
Stratford Ecological Center, Inc.	\$50,000
Delaware Cooperative Preschool	\$2,000

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Section 2. The grant awards made herein shall be subject to the Program Guidelines, Terms and Conditions, and Grant Agreement, and each award is contingent upon the awardee returning an executed Grant Agreement, with any supplemental documentation required by the Delaware County Auditor, no later than December 31, 2020.

Section 3. The County Administrator is hereby authorized to notify each awardee of its grant award, to execute all Grant Agreements in substantially the same form as approved in Resolution No. 20-972, and to approve purchase orders necessary to effectuate the awards made herein.

Section 4. This Resolution shall be effective immediately upon adoption.

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

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RESOLUTION NO. 20-1128

IN THE MATTER OF APPROVING A SCRAP TIRE REMOVAL CERTIFICATION AND CONSENT FORM:

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

WHEREAS, scrap tires are currently being temporarily stored at the County Engineer’s facility at 1020 US Highway 42 North and are in need of removal for appropriate disposal;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the President of the Board to execute and submit, the following Scrap Tire Removal Certification and Consent Form:

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Delaware



**Instructions for Scrap Tire Removal and Cleanup
for Counties and Local Governments**
Division of Materials and Waste Management

During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (ORC) 3734.85(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles (fewer than 2,000 tires) provided that six specific conditions are met (below). In 2012, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 2,000 to 5,000 tires per site.

Scrap Tire Consent and Program Eligibility

This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways.

The Scrap Tire Consent Form is to be used for scrap tire sites having **no less than 100 tires and no more than 5,000 tires**. The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events are **not** eligible for pick-up and disposal under this program.

Submission Instructions/Checklist

Please provide **1) Consent Form, 2) Deed, and 3) Photos and Map** to Ohio EPA. **Incomplete application packages will not be considered.**

- x 1) **Consent Form**
 - a. Provide parcel information in Section 1, line 1 and a complete address of tire location.
 - b. Provide signature of authorized agent or property owner listed on deed.
- x 2) **Recorded Deed** (attachment)
 - Attach a copy of the recorded parcel deed which provides a complete legal description of the parcel in Section 1, line 1. (Documents are available at the county auditor's office.)
- x 3) **Photos/Map** (attachment)
 - Attach site photo(s) and a map showing an X where the scrap tires are located **and include property boundaries.**

Send the completed consent form with attachments to:

Kevin.shoemaker@epa.ohio.gov

For questions or assistance, contact the Division of Materials and Waste Management at (877) 372-2621.

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**Scrap Tire Removal Certifications and Consent Form
 for Counties and Local Governments**
 Division of Materials and Waste Management

This Scrap Tire Removal Certification and Consent form applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities applying for removal of illegally dumped scrap tires on public property or right of ways pursuant to Ohio Revised Code (ORC) 3734.85(E).

Section 1: Scrap Tire Temporary Storage Location

This section of this form applies to the current, temporary storage location of the scrap tires. The temporary storage location is the location where the state contractors will enter to remove scrap tires. Please attach a copy of the property deed to this form.

1) The undersigned represents the owner of a parcel of real estate located in Delaware Ohio,
County
 whose legal description is recorded in 454, 181 of the Delaware deeds as attached.
Volume, Page County Recorded

a) Address: 1020 US Highway 42 N.
 City: Delaware Zip Code: 43015 -

If applicable, other directions to better describe location of scrap tire location (for example: the site is 500 yards north of 14 Spring Street or at the SE corner of Elm and Oak):

The tires are stored in a 40-yard, open top, roll-off that can be opened from the end to remove the tires. The container is located at the Delaware County Engineers storage area and is behind a gate that is locked after hours. The gate is open Monday-Friday from 7:00 am-3:00 pm.

b) Insert the approximate number of scrap tires to be removed: 200

NOTE: The items below apply to the signatory of this form. By signing, the signatory verifies that they understand and agree to the following.

- 2) The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Ohio, upon showing proper identification, for such actions as are necessary to remove scrap tires and other associated solid wastes, if any, from the above-described real estate.
- 3) The undersigned hereby certifies that there are 5,000 or less scrap tires located on the above-described real estate. *ORC 3734.85(E)*
- 4) The undersigned hereby agrees to waive any claims which may arise against the State of Ohio or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. The undersigned hereby also agrees to hold harmless the State of Ohio, or any officers, employees, authorized representatives, or contractors utilized by the Ohio Environmental Protection Agency to affect the removal, for any damage to property incurred during the course of action under this Scrap Tire Removal Certifications and Consent Form, except to gross negligence or intentional misconduct.
- 5) The undersigned agrees to provide any assistance requested by the Ohio Environmental Protection Agency or their officers, employees, authorized representatives, or contractors of the Ohio Environmental Protection Agency in locating scrap tires on the above-described real estate or making arrangements to facilitate their removal.

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- 6) This consent is granted so that the State of Ohio can undertake the removal of up to 5,000 scrap tires and other solid wastes at the above-described real estate at no cost to the undersigned and without a lien attached to the property pursuant to ORC 3734.85.
7) The undersigned certifies that the information provided in this request is truthful and in compliance with Ohio Revised Code § 2921.13.

Section 2: Scrap Tire Collection Area(s)

This section of this form applies to property area(s) where scrap tires (located at above-described real estate), were picked up by road crews and/or volunteers, etc., from public property, roadways, rights-of-way or during river clean-up sweeps.

- 1) The undersigned hereby certifies as a representative of the owner of the property that the scrap tires temporarily stored at the above described real estate, were picked up from public property, roadways, rights-of-way, or during river sweeps.
2) The undersigned hereby certifies as a representative of the owner of the property that the tires were placed on the property after the owner acquired title to the property.
3) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not have knowledge that the tires were being placed on the property, or the owner posted on the property signs prohibiting dumping, or took other action to prevent the placing of tires on the property.
4) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not participate in or consent to the placement of tires on the property.
5) The undersigned hereby certifies that as a representative of the owner of the property, the owner received no financial benefit from placing of the tires on the property or otherwise having the tires on the property.
6) The undersigned hereby certifies that as a representative of the owner of the property, the title to the property was not transferred to the owner for the purpose of evading liability under ORC 3734.85(A).
7) The undersigned hereby certifies that as a representative of the owner of the property, the person responsible for the placing the tires on the property, in doing so, was not acting as an agent for the owner of the property.
8) The undersigned, as a representative of the owner of the property, hereby relinquishes any claim of an ownership interest in any scrap tires or solid waste that are removed or in any proceeds from their sale.
9) The undersigned, as a representative of the owner of the property, agrees that this consent shall remain in effect for a period of 2 (two) years. During this two-year period, all scrap tire removal requests will include the 1) date and address of tire site, 2) tire count for each area and Secondary Identification Number assigned by Ohio EPA for subsequent scrap tire removal.

Printed Name(s): Jeff Benton, Board of Delaware County Commissioners President
Mailing Address: 101 N. Sandusky Street
City: Delaware State: OH Zip Code: 43015
Phone: (740) 368 - 1800 Email: jhicks@dkmm.org
Project Point of Contact: Jenna Hicks, DKMM Solid Waste District Director Phone: (740) 393 - 4600
Date: / /
Signature of Authorized Agent of Property Owner:

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

15 ADMINISTRATOR REPORTS
Mike Frommer, County Administrator
-No reports.

16 COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-Attended the virtual CCAO Winter Conference

Commissioner Merrell
-The Crew won the MLS cup.
-Congrats to President Trump for getting the COVID vaccine rolled out.

Commissioner Benton
-Attended the MORPC meeting last week.
-The TID met last Wednesday.
-COYC will meet tomorrow.
-The DKMM board will meet tomorrow.
-The Land Bank will meet on Wednesday.

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- The Investment Committee will meet on Thursday morning.
- Regional Planning will meet Thursday evening.

For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in this hearing Will Be Taking Place Only By Virtual Means

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RESOLUTION NO. 20-1129

10:00A.M. PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF LANE ROAD (TWP. RD. 61), A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF PORTER TOWNSHIP, DELAWARE COUNTY, OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to open the hearing at 10:05A.M..

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

14 continued

RESOLUTION NO. 20-1130

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

14 continued

RESOLUTION NO. 20-1131

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF LANE ROAD (TWP. RD. 61), A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF PORTER TOWNSHIP, DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to continue the public hearing to address changing the name of Lane Road (Twp. Rd. 61), a township road in the unincorporated area of Porter Township, Delaware County, Ohio to **Thursday, December 17, 2020 at 10:00 AM.**

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

RESOLUTION No. 20-1132 was not utilized.

17

RESOLUTION NO. 20-1133

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

It was moved by Mr. Merrell, 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; employment; compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 20-1134

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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by _____, seconded by _____ to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners