



**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 20, 2025**

**4  
RESOLUTION NO. 25-118**

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ACCREDITATION TO, AND APPROVING AN ACCREDITATION AGREEMENT WITH, THE NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE (NCCHC):**

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

WHEREAS, the Delaware County Sheriff’s Office is requesting permission to submit an application for accreditation to, and enter into an accreditation agreement with, the National Commission on Correctional Health Care (NCCHC);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the submission of an application for accreditation to NCCHC, approves the accreditation agreement with NCCHC, and authorizes Angela Dusthimer, Accreditation Manager, to submit the application and execute the accreditation agreement on behalf of Delaware County.

## Step 2 continued – Accreditation Agreement

**Accreditation Agreement (click and print to get form)**

By accepting the Accreditation terms below, we understand that this application constitutes a contract for services in the NCCHC Accreditation program.

Throughout the accreditation process, we understand and agree to the following:

- NCCHC may conduct an onsite survey at any time.
- An Accreditation survey will take place approximately every three years and may be conducted on site at the facility or conducted virtually with the use of a HIPAA compliant platform.
- NCCHC may publicize your accreditation accomplishment in our digital newsletter, CorrectCare Extra, and/or on our website.
- The facility will abide by NCCHC Accreditation policies and will permit access to the facility, staff and inmate interviews, access to all pertinent documentation, including health records, tour of the facility (general and segregated/special housing units), secure areas, all health care locations including satellites and other areas necessary to ensure a high quality survey.
- Submit Annual Required Documents to NCCHC when requested (i.e. Annual Facility Update)
- The facility will be in compliance with the obligations of this application and, if applicable, the accreditation requirements, including but not limited to payment for expense incurred by NCCHC in scheduling the site visit if application is cancelled or withdrawn.

- After the Fact Sheet survey documents are sent to the facility, penalties will occur to reschedule the survey
- The facility may terminate participation in the accreditation program at any time upon 60 days written notice and in the event of termination from the program, the facility will be responsible for any outstanding balances.
- NCCHC will send invoices for the annual accreditation fee during the first quarter of each year and, if requested, will provide an estimate of the fee during the last quarter of the prior year. All invoices are due upon receipt.
- Application fee of \$400 is non-refundable
- Application expires one year from the date of this application
- Invoices are due upon receipt. Payments not received within 90 days are subject to a \$100.00 late fee.

I Accept the Accreditation Program Terms



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

**5  
RESOLUTION NO. 25-119**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR WATERSHED REIMBURSEMENTS:**

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

Supplemental Appropriation		Amount
40311470-5319	English 346 Watershed/Reimbursements-Refunds	\$2,217.10

Supplemental Appropriation		Amount
40311474-5319	Lanetta Lane Watershed/Reimbursements-Refunds	\$15.37

Supplemental Appropriation		Amount
40311495-5319	Miller-Williams-Holmes Watershed /Reimbursements	\$1,953.95

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

**6  
RESOLUTION NO 25-120**

**IN THE MATTER OF AWARDED A BID TO AND APPROVING A CONTRACT WITH STRAWSER PAVING CO., INC. FOR THE JEWETT ROAD TRUNK SEWER IMPROVEMENTS:**

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

WHEREAS, sealed bids for the Jewett Road Trunk Sewer Improvements were received at www.bidexpress.com at 10:00 a.m. Friday, January 31, 2025; and

WHEREAS, nine (9) bids were received, and the lowest and best bid received was from Strawser Paving Co.,

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Inc.; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Strawser Paving Co., Inc.; and NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the Jewett Road Trunk Sewer Improvements to Strawser Paving Co., Inc., and directs the Sanitary Engineer to prepare the necessary Notice of Award and Contract documents and submit them to the contractor for execution.

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with Strawser Paving Co., Inc.:

**AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND  
CONTRACTOR  
JEWETT ROAD TRUNK SEWER IMPROVEMENTS**

This AGREEMENT is by and between	Delaware County Board of Commissioners, Delaware, Ohio		
(Owner) and	Strawser Paving Co., Inc.		
(Contractor).			

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Remove and replace approximately 243 linear feet of existing 18-inch diameter sanitary sewer with proposed 24-inch sanitary sewer and replace two manholes.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*Jewett Road Trunk Sewer Improvements.*

**ARTICLE 3 - ENGINEER**

3.01 The Project is designated to the Delaware County Sanitary Engineer (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. All inquiries and correspondence shall be directed to Tiffany Maag, P.E., Delaware County Regional Sewer District.

The Design Engineer is DLZ Ohio, Inc.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word “State” occurs, it is to mean OWNER. Wherever the word “Department” occurs, it is to mean OWNER. Wherever the words “Director”, “Deputy Director” or “Engineer” occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

Within the City of Columbus, Construction and Material Specification, wherever the word “City” occurs, it is to mean OWNER. Wherever the words “Department” or “Division” occur, it is to mean OWNER. Wherever the words “Director” or “Engineer” occur or any other reference to a City of Columbus employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence - All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment-  
 Substantial Completion – 180 days from Notice to Proceed  
 Final Payment/Completion – 240 days from Notice to Proceed

4.03 Liquidated Damages-\$1,000/day

**ARTICLE 5 - CONTRACT PRICE**

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5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.02 of the General Conditions:

- a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
- b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.02.B.5 of the General Conditions and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.07.

**ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 6 of this contract shall bear interest at the rate of one percent (1.0%) per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been provided in Paragraph 5.06 of the General Conditions.

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E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages CF-1 to CF-9, inclusive).
2. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (page BF-X, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (Bidding Forms, inclusive).
3. Contract bond (pages BF-13 to BF-14, inclusive).
4. Legal and Fiscal Officers (page CF-10, inclusive).
5. Certificate of Insurance (pages CF-11 inclusive).
6. Addenda (numbers 1 to 2, inclusive).
7. Construction Drawings bearing the following general title: Jewett Road Trunk Sewer Improvements
8. Specifications and Standard Drawings as listed in the table of contents of the Project Manual - Jewett Road Trunk Sewer Improvements
9. Supplementary Conditions (if needed).
10. General Conditions (pages 1-64, inclusive).
11. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award
  - b. Notice to Proceed
  - c. Work Change Directive(s).
  - d. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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D. The Contract Documents may only be amended, modified, or supplemented by change order. as provided in Paragraph 3.04 of the General Conditions.

E. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

F. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.

**ARTICLE 10 – INSURANCE**

10.1 Insurance Coverage

Contractor shall maintain insurance as described in the General Conditions and Supplementary Conditions.

10.2 Additional Insureds

The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsection 10.1. Contractor shall require all of its subcontractors to provide like endorsements.

10.3 Proof of Insurance:

Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 10.2. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**ARTICLE 11 – INDEMNIFICATION; COMPLIANCE WITH WORK AGREEMENTS**

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph. A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

D. The Contractor shall, in all material respects, comply with the terms and conditions of the Work Agreements, including, without limitation, the following: (1) Contractor shall comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the Work or any portion of the Work; (2) Contractor shall clean up and remove all construction debris from the lands subject to the Work Agreements promptly after completion of the Work; and (3) Contractor shall indemnify, defend, and hold harmless the owners of lands subject to the Work Agreements, and such owners' heirs, successors, assigns, employees, beneficiaries, agents, lessees, contractors, and subcontractors (the "Indemnitees"), from any and all liens, claims, demands, costs (including but not limited to attorney fees, accountant fees, engineer fees, consultant fees, and

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expert fees), expenses, damages, losses, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property (real or personal) arising from or caused by the Contractor's negligence and/or willful misconduct, to the extent such losses were not caused by the negligence or willful misconduct of the Indemnitees.

**ARTICLE 12 - MISCELLANEOUS**

12.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

12.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Other Provisions

12.05 Findings for Recovery

A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

12.06 [NOT USED]

12.07 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor's or subcontractor's behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on February 20, 2025 (which is the Effective Date of the Agreement).

Vote on Motion

Mr. Benton Absent

Mrs. Lewis Aye

Mr. Merrell Aye

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RESOLUTION NO. 25-121

**IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT 2025 LITTER CONTROL CAMPAIGNS:**

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

WHEREAS, the Delaware Public Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Olentangy Watershed Clean Up and the Scioto River Sweep; and WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County does hereby waive the Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective April 5, 2025 to June 30, 2025 for the Great American Clean Up, the Olentangy Watershed Clean Up in August 2025 and the Scioto River Sweep in the fall of 2025.

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

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ADMINISTRATOR REPORTS

**CA Davies** – Nothing to report.

**Attorney Hochstettler** – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS

**Commissioner Merrell** – will be attending the State of the City for Delaware and Sunbury today. He also will be attending the COIC meeting at 4pm.

**Commissioner Lewis** – spoke at the Leadership Delaware meeting last week. She also attended the Harlem Township forum.

There being no further business, the meeting adjourned.

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Jeff Benton

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Barb Lewis

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Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners