

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004

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

Present: Deborah B. Martin, James D. Ward
Absent: Kristopher W. Jordan

PUBLIC COMMENT

RESOLUTION NO. 04-1071

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 30, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held August 30, 2004 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mrs. Martin Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 04-1072

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0831 AND 091:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0831, 091 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Professional Services Industries	Testing Inspection Services	40411414-5410	\$ 24,190.00
Complete General Construction	Utilities Earthwork/Jail Renovation	40411414-5410	\$ 609,000.00
Increases			
BP Products	Gasoline	10011106-522822801	\$ 15,000.00
Vouchers			
Grady Memorial Hospital	Bloodwork/2004 Health Fair	60211902-5342	\$ 5,750.00
Memo Transfer Vouchers			
From	To		
CSEA 23711630-5380	Commissioners 10011101-4233	July Rent	\$ 6,177.00
CSEA 23711630-5380	Commissioners 10011101-4233	Aug Rent	\$ 6,177.00
CSEA 23711630-5380	Commissioners 10011101-4233	Sept Rent	\$ 6,177.00
CSEA 23711630-5380	Commissioners 10011101-4233	July Indirect Cost	\$ 3,517.17
CSEA 23711630-5380	Commissioners 10011101-4233	Aug Indirect Cost	\$ 3,517.17
CSEA 23711630-5380	Commissioners 10011101-4233	Sept Indirect Cost	\$ 3,517.17
CSEA 23711630-5360	Juvenile Ct. 10026201-4245	Court Contract Billing	\$ 7,821.59
CSEA 23711630-5360	Juvenile Ct. 10026201-4245	Court Contract Billing	\$ 7,821.79
CSEA 23711630-5360	Juvenile Ct. 10026201-4245	Court Contract Billing	\$ 7,821.69
CSEA 23711630-5360	Juvenile Ct. 10026201-4245	Court Contract Billing	\$ 10,882.23
CSEA 23711630-5360	Clerk Of Courts 10020201-4245	Court Contract Billing	\$ 2,655.94
CSEA 23711630-5360	Clerk Of Courts 10020201-4245	Court Contract Billing	\$ 2,236.54
CSEA 23711630-5360	Clerk Of Courts 10020201-4245	Court Contract Billing	\$ 3,028.91
CSEA 23711630-5360	Clerk Of Courts 10020201-4245	Court Contract Billing	\$ 3,008.98

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004

CSEA	Common Pleas II	Court Contract Billing	\$	1,800.42
23711630-536036002	10022201-4245			
CSEA	Common Pleas II	Court Contract Billing	\$	1,800.48
23711630-536036002	10022201-4245			
CSEA	Common Pleas II	Court Contract Billing	\$	1,800.51
23711630-536036002	10022201-4245			

Vote on Motion Mr. Jordan Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-1073

IN THE MATTER OF ACCEPTING A PUBLIC EDUCATION GRANT FOR DELAWARE COUNTY EMERGENCY SERVICES:

It was moved by Mr. Ward, seconded by Mrs. Martin to adopt the following Resolution:

WHEREAS, Delaware County provides public relations and education information on the vital community services provided by the Emergency Medical Service, 9-1-1 and the Office of Homeland Security and Emergency Management, and;

WHEREAS, the WAL-MART Foundation, as part of their Safe Neighborhood Heroes Program, has offered a grant of \$500.00 to Delaware County Emergency Services to provide special incentives to the youth of the County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award by Delaware County Emergency Services for a total amount of \$500.00 for the purpose of improving the public relations and education programs for EMS, 9-1-1 and OHSEM.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approves the appropriation of these funds as follows:

Account 21411306-5317 \$500.00

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mrs. Martin Aye

RESOLUTION NO. 04-1074

IN THE MATTER OF APPROVING CHANGE ORDER 6 FOR JG CONTRACTING FOR THE TOWER SITE CONSTRUCTION OF THE NEW COUNTYWIDE RADIO SYSTEM:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following change order:

WHEREAS, the tower system design required a structural load analysis and twist and sway study to determine if existing towers could be used in the Countywide radio system, and;

WHEREAS, the cost of steel is increasing rapidly as a result of international and domestic market conditions, and;

WHEREAS, JG Contracting has recommended (Change Order 6) that Delaware County purchase generic towers that are structurally stronger than those originally specified so that seven tower structures can be ordered immediately, precluding increased costs later in the project:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve Change Order 6 for JG Construction as follows:

Original Contract	\$1,989,000.00
Previous Changes	\$ 259,200.00
Change Order 6	\$ 55,000.00
Revised Contract Amount	\$2,295,315.00

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation of supplemental funds totaling \$55,000.00 for this change order to be placed into Project Account #41111421-5410 and authorize the increase of the contract blanket Purchase Order at the same amount.

Vote on Motion Mr. Jordan Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-1075

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004**

IN THE MATTER OF APPROVING A CONTRACT WITH COMPLETE GENERAL CONSTRUCTION COMPANY FOR BID PACKAGE TWO (SITE UTILITIES & EARTHWORK) FOR THE NEW DORMITORY & JAIL RENOVATIONS FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

This Contract made by and between:

**Complete General Construction Company
1221 E. Fifth Avenue
Columbus, OH 43215**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Two – SITE UTILITIES & EARTHWORK
New Dormitory and Jail Renovations for the Delaware County Jail
844 US 42 North
Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Six Hundred Nine Thousand Dollars (\$609,000), based upon the Bid Form, dated July 9, 2004 submitted by the Contractor.

\$609,000 Base Bid

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

- | | | |
|---|---|------------|
| • | Male Dorm Building Pad Prep Complete | 09/01/2004 |
| • | Female Dorm Building Pad Prep Complete | 09/09/2004 |
| • | Female Dormitory Substantial Completion | 02/15/2005 |
| • | Substantial Completion for all Bid Packages and Male Dorm | 07/15/2005 |
| • | Completion of all Associates Prepared Punch List Items | 09/01/2005 |

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004**

amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mrs. Martin Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 04-1076

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING#2 FOR THE COOP RESTAURANT PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

Whereas, a public hearing will be held on **Monday, September 13, 2004, at 9:45 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider The Coop Restaurant Project.

Vote on Motion Mr. Jordan Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-1077

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY VITTOE CONSTRUCTION FOR CDBG FY'03 VILLAGE OF OSTRANDER STORM DRAINAGE IMPROVEMENTS:

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004**

It was moved by Mr. Ward, seconded by Mrs. Martin to accept, award and approve the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount up to \$37,000 has been provided to Delaware County through the FY03 CDBG Formula Program, and the Revolving Loan Fund (RLF) amount up to \$28,000 has been approved by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received August 18, 2004; and

WHEREAS, the engineering firm for the Village of Ostrander, has reviewed the bids received, and the bid submitted by Vititoe Construction, in the amount up to \$59,760.80 has been determined to be the lowest and best bid.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Board of Commissioners authorizes Delaware County to enter into, and authorizes the Delaware County Economic Development Director to execute this agreement between Delaware County and Vititoe Construction in the amount of \$59,760.80.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$37,000 from CDBG FY 03 funds, and up to \$28,000 from the Delaware County Revolving Loan Fund (RLF) towards the construction of said Storm Drainage Improvements. This amount may be exceeded by no more than 10%, subject to review and approval of any Project change orders.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

AGREEMENT FORMS

THIS AGREEMENT made this 2nd September, by and between, Vititoe Construction hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually 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:

The proposed work in Contract No. 2004-01 includes the installation of approximately 476 L.F. of 12-inch RCP storm drain, 123 L.F. of 15-inch RCP storm drain along with manholes and catch basins. The contract shall include pavement replacement, seeding and other appurtenances for a complete system to restore the area to its original condition and such other work as may be necessary to complete the Contract in accordance with the Contract Documents.

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:

Storm Drainage Improvements, Phase III
Contracts No. 2004-01

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Floyd Browne Associates, Inc.
107 North Main Street
Suite 200
Marion, Ohio 43302-3029

who is hereinafter called ENGINEER and 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.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004**

A. 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 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$600.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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 Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's bid, attached hereto as an exhibit.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by the Resident Project Representative and 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 last 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 in paragraph 2.07.A of the General Conditions 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, in accordance with paragraph 14.02 of the General Conditions:

a. Ninety-two percent (92%) of Labor completed (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by ENGINEER, the remaining progress payments will be in an amount equal to one hundred percent (100%) of the Labor completed less the aggregate of payments previously made; and

b. Ninety-two percent (92%) of the invoiced cost not to exceed the bid price in a unit price contract of materials delivered on the site of the Work or other approved storage site, not incorporated in the Work (with the balance being retainage). Prior to payment, stored materials shall be inspected and found to meet the requirements of the Contract Documents. Material stored becomes the property of the OWNER once paid for and may not therefore be removed, but the CONTRACTOR shall remain responsible for the protection thereof.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004**

The balance of such invoiced values shall be paid when said materials are incorporated into the Work.

2. Upon Substantial Completion and occupancy or in use or otherwise accepted by the ENGINEER, OWNER shall release from escrow retained amount and pay an amount sufficient to CONTRACTOR for the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less amounts to assure completion 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. Funds in the escrow account not hereafter paid, with accumulated interest, shall be paid to the CONTRACTOR thirty (30) days from the date of Application for Final Payment noted in Article 6.03 Final Payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 CONTRACTOR shall be entitled to earn interest at a maximum amount allowed by Law on amounts held as retainage. OWNER shall place retainage in an escrow account. The interest period shall start when the Work has been fifty percent (50%) completed as determined by the ENGINEER.

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 4.02 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary 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 applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, 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

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004**

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00500-1 to 00500-6, inclusive);
 2. Other Bonds (pages to _____, inclusive);
 - a. Maintenance and Guarantee Bond (pages 00630-1 to 00630-2, inclusive)
 - b. _____ (pages ____ to ____, inclusive);
 - c. _____ (pages ____ to ____, inclusive);
 5. General Conditions (pages 00700-1 to 00700-42, inclusive);
 6. Supplementary Conditions (pages 00810-1 to 00810-4, inclusive);
 7. Specifications as listed in the table of contents.
 8. Drawings consisting of a cover sheet and sheets numbered 1 through 4 inclusive, with each sheet bearing the following general title: Village of Ostrander, Storm Drainage Improvements, Phase III, Contract No. 2004-01.
 9. Addenda (numbers to ____, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages 00515-1, inclusive);
 - b. CONTRACTOR's Bid (pages to 00300-1G to 00300-5G inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ inclusive);
 - d. Contractor Equal Employment Opportunity Certification - Page 00309-1
 - e. Labor Standards Provisions for Federal and Federally Assisted Contracts – Pages 00309-2 to 00309-6
 - f. Supplementary Conditions, Additional Articles, Federal Requirements – Pages 00821-1 to 00826-14
 - g. Federal Davis -Bacon Wage Decision, Pages 00830 inclusive
 - h. State Wage Rates, Pages 00830 inclusive
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - b. 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.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004

10.02 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.

10.03 Successors and Assigns

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

10.04 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.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mrs. Martin Aye

RESOLUTION NO. 04-1078

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

64 hours leave without pay under FMLA for Robert Oser; during the period of August 14, 2004 through August 27, 2004.

Vote on Motion Mr. Jordan Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-1079

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS AND NEW PURCHASE ORDERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

Transfer of Appropriation		AMOUNT
From	To	
10011304-5801 911 Dispatching/Transfers	10031303-5801 Sheriff Jail/Transfers	\$6,197.69
 Transfer of Funds		
From	To	
40640405-5801 Tartan Fields/Transfers	50111117-4601 Bond Retirement-Interfund Revenue	\$54,219.52
10031303--5801 Sheriff Jail/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	\$6,197.69
 Supplemental Appropriation		
50111117-5720	Debt Retirement/Interest	\$41,299.86
50111117-5728	Debt Retirement/Issuance Fees	\$245,914.30
50111117-5729	Debt Retirement/Bond Refunding	\$16,238,701.24
 Decrease P0404080		
Delaware County Bank	50111117-5720	\$431,286.25

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004

New Purchase Order

Bank of New York	50111117-5720	Interest	\$206,135.03
Refunding Hayes Building	50111117-5725	Principal	\$220,000.00

Bank of New York	50111117-5720	Interest	\$46,451.19
Jail Expansion			

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mrs. Martin Aye

RESOLUTION NO. 04-1080

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE COMMON PLEAS COURTS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

Transfer of Appropriation		Amount
From	To	
10022201-5101 Common Pleas Krueger/Hospital Insurance	10022201-5001 Common Pleas Krueger/Compensation	\$ 17,850.00
10021201-5101 Common Pleas Whitney/Hospital Insurance	10021201-5001 Common Pleas Whitney/Compensation	\$ 3,475.00
10011102-5901 Commissioners Administrative/Contingency	10021201-5001 Common Pleas Whitney/Compensation	\$ 23,900.00

Vote on Motion Mrs. Martin Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 04-1081

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION, CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 9:52AM.

Vote on Motion Mr. Jordan Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-1082

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 11:00AM.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mrs. Martin Aye

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2004

Letha George, Clerk to the Commissioners