

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 27, 2006

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

- 10:00 AM Bid Opening Date And Time For The Coomer Ditch Improvement Project (50 Channing Street)
- 10:30 AM Bid Opening Date And Time For The Old Kingston Ditch Improvement Project (50 Channing Street)
- 1:30 PM Viewing For Consideration Of Request To Vacate 6717 Square Feet (0.154 Acre) Of Buckeye Ave. In Concord Township

**PUBLIC COMMENT**

**RESOLUTION NO. 06-1488**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 20, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held November 20, 2006 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

**RESOLUTION NO. 06-1489**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1122 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1122:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR1122, memo transfers in batch numbers MTAPR1122 and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u>              | <u>Description</u>               | <u>Account Number</u> | <u>Amount</u> |
|----------------------------|----------------------------------|-----------------------|---------------|
| <b>PO's</b>                |                                  |                       |               |
| Genex Services Inc.        | Transitional Work Program        | 75110902-5301         | \$ 9,500.00   |
| Facilities                 | Postage                          | 23711630-5331         | \$ 7,000.00   |
| <b>Increases</b>           |                                  |                       |               |
| Delaware Area Career       | ABLE Program                     | 22411603-5348         | \$ 11,000.00  |
| <b>Decreases</b>           |                                  |                       |               |
| Poggemeyer Design Group    | Economic Development Services    | 23011713-5365         | \$ 17,400.00  |
| Poggemeyer Design Group    | Economic Development Services    | 23011714-5365         | \$ 10,000.00  |
| <b>Vouchers</b>            |                                  |                       |               |
| Boys Village Inc.          | Residential Treatment            | 22511607-5342         | \$ 45,462.98  |
| Boys Village Inc.          | Residential Treatment            | 22511608-5342         | \$ 11,996.70  |
| Delaware Union Educational | TANF After School                | 22411601-5348         | \$ 8,049.96   |
| 2081 RT 23 Company         | BLDG/Land Rental                 | 10011105-5335         | \$ 7,700.00   |
| Ben Bro Enterprises        | BLDG/ Land Rental                | 10011105-5335         | \$ 14,625.00  |
| Holbrook & Manter          | Legal Assistance Perry Taggart   | 65511918-5301         | \$ 10,000.00  |
| Trucco Construction        | Perry Taggart                    | 65511918-5415         | \$ 637,918.93 |
| City of Dublin             | Reimbursements for Sewer Charges | 65211905-5319         | \$ 27,854.10  |
| Delaware Treasurer         | Retainage ACI Cons for CFOA      | 43111424-5410         | \$ 19,030.47  |
| <b>Memo Transfers</b>      |                                  |                       |               |
| <b>From:</b>               | <b>To:</b>                       |                       |               |
| CSEA                       | Juvenile Court                   |                       |               |
| 23711630-5360              | 10026201-4245                    | Court Contracts       | \$ 12,564.95  |
| CSEA                       | Juvenile Court                   |                       |               |
| 23711630-5360              | 10026201-4245                    | Court Contracts       | \$ 6,832.35   |
| Commissioners              | Juvenile Court                   | CSEA                  |               |
| 10011102-5360              | 10026201-4245                    | Court Contracts       | \$ 9,984.00   |

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

**RESOLUTION NO. 06 -1490**

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

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

The Department of Job and Family Services is requesting that Heather Allen attend a 5<sup>th</sup> Annual All Ohio Youth Leadership Summit in Columbus, Ohio December 12, 2006, at the cost of \$10.00.

The EMS Department is requesting that Lt. Brad Fischer attend a Weapons of Mass Destruction Course in Anniston, Alabama January 29, 2007- February 3, 2007, at no cost.

The Engineer's Office is requesting that Pat Blayne, Chris Bauserman, Rob Riley, Ryan Mraz and Tiffany Brinkmoeller attend the CEAO Winter Conference in Columbus, Ohio December 10-13, 2006, at the cost of \$1,960.00.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1491**

**SETTING DATE AND TIME FOR THE DELAWARE COUNTY COMMISSIONERS' PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF THE 2007 SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Jordan, seconded by Mr. Evans to set **Thursday December 28, 2006 at 9:45am** in the Commissioners Hearing Room 101 North Sandusky Street as the date and time for The Delaware County Commissioners' Public Hearing to consider the approval and adoption of the 2007 Subdivision Regulations Of Delaware County, Ohio. The 2007 Subdivision Regulations Of Delaware County, Ohio are available for review in the Delaware County Regional Planning Office and on web at [www.dcrpc.org](http://www.dcrpc.org)

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1492**

**IN THE MATTER OF APPROVING THE CONTRACT AND LICENSE AGREEMENT WITH ACS FOR COMPUTER INDEXING SERVICES FOR THE DELAWARE COUNTY RECORDER'S OFFICE:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve The Contract And License Agreement With ACS For Computer Indexing Services For The Delaware County Recorder's Office.

(A copy of the Contract and License Agreement is available for review at the Commissioners' Office until no longer of administrative value).

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1493**

**IN THE MATTER OF APPROVING PLAT FOR OLENTANGY CROSSINGS SECTION 7:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

**Olentangy Crossings Section 7**

**COMMISSIONERS' APPROVAL CONTINGENT UPON DELAWARE COUNTY REGIONAL PLANNING'S APPROVAL ON NOVEMBER 30, 2006.**

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Located In Part Of Farm Lots 9 And 10, Section 2, Township 3, Range 18, United States Military Lands, Being A 41.046 Acre Subdivision, Being All Of A 21.947 Acre Tract Conveyed To Lewis Center Investments, Llc By Official Record Volume 593, Page 1738 And All Of A 19.100 Acre Tract Conveyed To Lewis Center Investments, Llc By Official Record Volume 642, Page 1527. There Being 18.486 Acres In Farm Lot 9 And 22.560 Acres In Farm Lot 10, All References Being To The Records Of The Recorder's Office, Delaware County, Ohio. Cost \$12.00.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1494**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR THE OAKS SECTION 1, PHASE A; THE OAKS SECTION 1, PHASE B; OLENTANGY CROSSINGS SECTION 7; ESTATES AT CHESHIRE; MCCAMMON ESTATES SECTION 2 AND BOULDER RIDGE:**

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It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

**The Oaks Section 1, Phase A**

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer's recent field review, he has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$33,374** for the duration of the one year maintenance period. A Letter of Credit in that amount is already in place. He also request approval to return the Letter of Credit being held as construction surety to the developer, The Oaks Real Estate Development LLC..

**The Oaks Section 1, Phase B**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$27,770** for the duration of the one year maintenance period. A Letter of Credit in that amount is already in place. He also request approval to return the Letter of Credit being held as construction surety to the developer, The Oaks Real Estate Development LLC..

**Olentangy Crossings Section 7**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$34,900** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

**Estates at Cheshire**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$47,760** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to release the check being held as construction surety back to the developer, South Galena Road Development.

**McCammon Estates Section 2**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$94,724** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to release the Bond being held as construction surety back to the developer, M/I Homes. A letter authorizing release of the bond is available for your approval.

**Boulder Ridge**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, he has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$36,350** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to release the Bond being held as construction surety back to the developer, M/I Homes. A letter authorizing release of the bond is attached for your approval.

Vote on Motion            Mr. Evans            Aye            Mr. Jordan            Aye            Mr. Ward            Aye

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**RESOLUTION NO. 06 -1495****IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following work permits:

| Permit # | Applicant    | Location                 | Type of Work     |
|----------|--------------|--------------------------|------------------|
| U06156   | Columbia Gas | Walnut Creek Subdivision | Install gas main |

Vote on Motion                      Mr. Jordan              Aye      Mr. Evans              Aye      Mr. Ward              Aye

**RESOLUTION NO. 06 -1496****IN THE MATTER OF APPROVING THE PRELIMINARY LEGISLATION FOR THE REPAIR OF THE CAUSEWAY DAMAGE ON CHESHIRE ROAD AT ALUM CREEK:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

**DEL-CHESHIRE ROAD CAUSEWAY  
PID Number 80477  
Agreement Number 21375  
Rev. 5/27/05  
CFDA 20.205**

**LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Delaware County Engineer** acting by and through the **Delaware County Board of Commissioners**, hereinafter referred to as the LPA, 50 Channing Street, Delaware, OH 43015.

**1. PURPOSE**

- 1.1** The National Transportation Act has made available certain Federal funding for use by local public authorities. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2** Section 5501.03 (C) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3** **DEL-CHESHIRE ROAD CAUSEWAY, PID Number 80477** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding.
- 1.4** The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

**2. LEGAL REFERENCES**

- 2.1** This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
- a. Section 5501.03(C) of the Ohio Revised Code;
  - b. ODOT Policy No. 25-001(P), Development Process Policy for Locally-Administered Transportation Projects;
  - c. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - d. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2** The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

**3. FUNDING**

- 3.1** The total cost for the PROJECT is estimated to be **\$1,995,923** as set forth in Attachment 1. ODOT shall

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provide to the LPA **80 percent (80%)** of the eligible costs in Federal funds. There is **no federal maximum** established since the federal funds are emergency federal funds (SAC 4BY7) from the January 6, 2005 Flood Event. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the detailed design and the actual construction of the transportation project improvements and construction engineering and inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

**4. PROJECT DEVELOPMENT AND DESIGN**

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (**option one**: follow its own formally written set of local design standards **or option two**: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc](http://www.dot.state.oh.us/drrc)).

- 4.4 The LPA shall (**option one**: designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities; **or option two**: engage the services of a pre-qualified ODOT consultant who has been chosen using a qualification-based selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>.)

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization to Advertise" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

**5. ENVIRONMENTAL RESPONSIBILITIES**

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a Qualification Based Selection process. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.

- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

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**6. RIGHT OF WAY/UTILITIES/RAILROAD COORDINATION**

- 6.1** All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2** If existing and acquired right of way is required for this PROJECT, the LPA shall certify that the right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a Qualifications Based Selection process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3** If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4** All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5** The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that such right of way has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA.
- 6.6** In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" letter from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7** The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8** The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of 23 Code of Federal Regulations and the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.

**7. ADVERTISING, SALE AND AWARD**

- 7.1** The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2** Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3** Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period. ODOT shall approve such addendum for project eligibility. The addendum shall be distributed to all potential bidders prior to

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opening bids and selling the contracts.

- 7.4** The LPA shall incorporate the requirements of Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, into all contracts, as well as appropriate subcontracts and purchase orders. The LPA shall require the contractor to protect and indemnify the LPA and ODOT from all claims and liability resulting from negligence or willful violations of the contractor. The LPA shall require that each of its selected contractors and each subcontractor maintain, during the life of its contract and subcontract, Workers' Compensation Insurance, Public Liability Insurance with minimum coverage amounts of \$1,000,000 per occurrence, Property Damage Insurance with minimum coverage amounts of \$1,000,000 per occurrence, and Vehicle Liability Insurance.
- 7.5** **CONTRACTOR DRUG-FREE WORKPLACE:** In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.6** Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of sale, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 35 percent of the total original contract price.
- 7.7** Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.8** The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.9** After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
- 8. CONSTRUCTION CONTRACT ADMINISTRATION**
- 8.1** The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a Qualification Based Selection process as required pursuant to ORC sections 153.65 through 153.71.
- 8.2** The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3** The LPA shall review and/or approve all invoices prior to payment and before requesting reimbursement by ODOT for work performed on the PROJECT and shall ensure their accuracy in both amount and in relation to the progress made on the PROJECT. The LPA may periodically submit to ODOT a written request for either current payment or reimbursement of the Federal share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4** ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA elects to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's

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invoice from the LPA.

- 8.5** The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.6** Payment or reimbursement to the LPA shall be submitted to:

**Delaware County Engineer  
50 Channing Street  
Delaware, OH 43015  
740-833-2400**

- 8.7** After completion of the PROJECT and in accordance with 23 United States Code (USC) 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

**9. CERTIFICATION AND RECAPTURE OF FUNDS**

- 9.1** This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2** Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT.

**10. NONDISCRIMINATION**

- 10.1** In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

- 10.2** The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3** For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.



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WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation with a copy sent to the LPA. The written request must indicate that a good faith effort was made to meet the goal and be sent to ODOT's Office of Contracts with a copy to the ODOT District LPA Coordinator. Central Office will review the submitted documentation and decide the issue within ten (10) business days. There will be no extension of the time for the project granted if the prime Contractor wishes to avail himself of this process. The LPA will be notified as to the decision.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate.

**11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE**

**11.1** The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

**11.2** The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

**11.3** In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

**12. TERMINATION; DEFAULT AND BREACH OF CONTRACT**

**12.1** This Agreement may be terminated at any time upon the mutual agreement of both parties.

**12.2** Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. The LPA, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

**12.3** If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

**12.4** The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the

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status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.5 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. **THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS**

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. **NOTICE**

14.1 Notice under this Agreement shall be directed as follows:

|   |   |
|---|---|
| If to the LPA:<br><br><b>Chris Bauserman, P.E., P.S.</b><br><b>Delaware County Engineer</b><br><b>50 Channing Street</b><br><b>Delaware, OH 43015</b> | If to ODOT:<br><br><b>Jack R. Marchbanks, Deputy Director</b><br><b>ODOT, District Six</b><br><b>400 East William Street</b><br><b>Delaware, OH 43015</b> |
|---|---|

15. **GENERAL PROVISIONS**

15.1 **Audit Requirements:** The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act).

15.2 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.3 **Ohio Ethics Laws:** The LPA shall adhere to the requirements of the Ohio ethics law as provided by section 102.04 of the Ohio Revised Code in the same manner as if its officials were State officials and its employees were State employees.

15.4 **[Conditional] State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.5 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be

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deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 15.6 Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.7 Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. This Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.8 Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.9 Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1497**

**IN THE MATTER OF APPROVING TO REDUCE SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

| <b>Supplemental Appropriations</b>   | <b>AMOUNTS</b> |
|--|----------------|
| 40811425-5301                      Development -Lewis Center 23/Services and Charges | (74,808.61)    |

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1498**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

| <b>Supplemental Appropriations</b>  | <b>AMOUNTS</b> |
|---|----------------|
| 40811417-5349                      Development Education Sales Manag/Program Services | \$19.00        |

Vote on Motion            Mr. Jordan            Aye    Mr. Evans            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1499**

**IN THE MATTER OF APPROVING A REQUEST TO THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD), OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS (OHCP), TO INCREASE THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) 2004 PRIVATE REHABILITATION ACTIVITY LIMIT AND TO UTILIZE RECAPTURED CHIP FUNDS KNOWN AS RESIDENTIAL PROGRAM INCOME TO FUND PRIVATE REHABILITATION ACTIVITIES:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following amendment:

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, Delaware County was awarded Community Housing Improvement Program (CHIP) 2004 funds to facilitate housing activities in the County; and

WHEREAS, assistance to provide Private Rehabilitation opportunities for eligible low-moderate income households, is considered a National Objective under the CDBG Program; and

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WHEREAS, Delaware County received \$238,000 in grant funds within the CHIP 2004 grant for Private Rehabilitation activities, with the goal of completing seven (7) units; and

WHEREAS, the Delaware County Board of Commissioners approved, via Resolution #06-1199 dated September 18, 2006, to increase the CHIP grant's per unit spending limit on Private Rehabilitation activities to complete three (3) units; and

WHEREAS, in order to exceed the grant's per unit spending limits and complete the 2004 CHIP program, Delaware County will need to request approval from the Ohio Department of Development to increase the grant's per unit spending limit on Private Rehabilitation activities for an additional unit, known as unit #7, from \$30,000 to \$38,000, and for approval to utilize Residential Program Income in an amount up to \$8,000, both to address additional cost items associated with insulation, flooring and a drop ceiling needed to accommodate the unit #7 CHIP applicant's medical condition.

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. The Delaware County Board of Commissioners hereby authorizes a waiver request to the ODOD / OHCP, to increase the per unit limit, as stated in the CHIP 2004 grant, from \$30,000 to a maximum of \$38,000, for unit #7 of the 2004 CHIP program private rehabilitation activity. Unit #7 represents the final unit to be completed under the County's Private Rehabilitation activity.

Section 2: The Delaware County Commissioners hereby authorizes a wavier request to ODOD / OHCP to also utilize its Residential Program Income in an amount not to exceed \$8,000, also to assist in completing said unit #7.

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

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 06-1500**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

| <b>Transfer of Appropriation</b>        |   | <b>AMOUNTS</b> |
|---|---|----------------|
| <b>From</b>                             | <b>To</b>                                   |                |
| 10026322-5350                           | 10026322-5260                               | \$8,000.00     |
| Juvenile Special Project/Human Services | Juvenile Special Projects/Inventoried Tools |                |

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 06-1501**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE COURT OF COMMON PLEAS:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

| <b>Transfer of Appropriation</b>   |                                     | <b>AMOUNTS</b> |
|------------------------------------|-------------------------------------|----------------|
| <b>From</b>                        | <b>To</b>                           |                |
| 10029201-5294                      | 10029201-5001                       | \$11.00        |
| Common Pleas Jury Commission /Food | Common Pleas Jury Commission/Salary |                |

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 06-1502**

**SETTING BID OPENING DATE AND TIME FOR THE SALE AND RELOCATION/ REMOVAL OF THE HOUSE AT 116 N SANDUSKY STREET:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

**PUBLIC NOTICE  
SALE OF PERSONAL PROPERTY BY SEALED BID  
ITB #06-05 – SALE AND RELOCATION/ REMOVAL  
OF THE HOUSE AT 116 N SANDUSKY ST.**

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Notice to bidders are posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 until **10:00 AM on Monday, December 18, 2006**, at which time they will be publicly opened and read and the sale awarded as soon as possible to the highest bidder for the house located at 116 N Sandusky Street. The sale is for the house only and includes no real estate. The house is to be severed from the real estate, rendering the house personal property; no interest in the real property will be transferred. The house is to be relocated or removed from the site.

A pre-bid conference will be held on Thursday December 7, 2006 at 10:00 AM at the site for bidder to inspect the structure.

Each bid must contain the full name of every person or company interested in same. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., Delaware, Ohio during normal business hours or off of the internet at the County’s web page listed above. The County reserves the right to reject all bids. Bids shall be submitted in a sealed envelope marked "Sealed Bid for the house at 116 N Sandusky St." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 06-1503**

**IN THE MATTER OF APPROVING AND AWARDING THE BID FOR BID PACKAGE SEVEN– FOODSERVICE EQUIPMENT (GREAT LAKES HOTEL SUPPLY) FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

WHEREAS, Delaware County received bids for the New Headquarters and Facilities for the Council for Older Adults, Delaware County, Ohio on October 11<sup>th</sup>, 2006. And;

WHEREAS, the Board of Commissioners reserves the right waive any or all irregularities, mistakes, omissions or informalities. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted in the following chart has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and award the bid submitted with alternate B – Entry Canopy for the New Headquarters and Facilities for the Council for Older Adults, Delaware County, Ohio.

| Description                            | Company Recommended      | Amount of Contract Award including Alternates |
|--|--------------------------|---|
| Bid Package 7 - Food Service Equipment | Great Lakes Hotel Supply | \$ 521,287.00                                 |

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 06-1504**

**IN THE MATTER OF APPROVING THE CONTRACT WITH OBERLANDER'S TREE & LANDSCAPE, LTD. FOR BID PACKAGE NO. 02 – LANDSCAPE FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

This Contract made by and between:

**Oberlander's Tree & Landscape, Ltd.  
1874 E. Mansfield  
Bucyrus, OH 44820**

(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:

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**ARTICLE 1**

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

**Bid Package No. 02 - Landscape  
 Delaware County  
 Council For Older Adults  
 New Senior Service Center  
 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 Contract Documents, the amount of \$ **210,214.00 (Two Hundred Ten Thousand, Two Hundred Fourteen Dollars and Zero Cents)** (the "Contract Price"), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

**Base Bid \$ 210,214.00**

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 Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract 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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 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 Contract 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 Contract 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.

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- 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 Contract 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 Contract 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            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1505**

**IN THE MATTER OF APPROVING THE CONTRACT WITH ACI CONSTRUCTION COMPANY FOR BID PACKAGE NO. 03- GENERAL TRADES - FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

This Contract made by and between:

**ACI Const. Co., Inc.  
2959 South US Route 23  
Alvada, OH 44802**

(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 Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

**Bid Package No. 03 General Trades  
Delaware County  
Council For Older Adults  
New Senior Service Center  
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 Contract Documents, the amount of \$ **3,644,800.00 (Three Million, Six Hundred Forty Four Thousand, Eight Hundred Dollars and Zero Cents)** (the "Contract Price"), based upon the Bid Form, dated October 11, 2006 submitted by the Contractor.

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|                                     |                        |
|-------------------------------------|------------------------|
| <b>Base Bid</b>                     | <b>\$ 3,568,000.00</b> |
| <b>Add Alternate B Entry Canopy</b> | <b>\$ 76,800.00</b>    |
| <b>Total Amount</b>                 | <b>\$ 3,644,800.00</b> |

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 Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract 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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 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 Contract 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 Contract 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 Contract 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 Contract Documents shall be valid and enforceable unless the Delaware County Board of



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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            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

**RESOLUTION NO. 06-1506**

**IN THE MATTER OF APPROVING THE CONTRACT WITH CORNA KOKOSING CONSTRUCTION COMPANY FOR BID PACKAGE NO. 04 – CASEWORK- FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

This Contract made by and between:

**Corna Kokosing Construction Company  
6235 Westerville Road  
Westerville, OH 43081**

(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 Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

**Bid Package No. 04 - Casework  
Delaware County  
Council For Older Adults  
New Senior Service Center  
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 Contract Documents, the amount of \$ **269,000.00 (Two Hundred Sixty Nine Thousand Dollars and Zero Cents)** (the “Contract Price”), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

**Base Bid    \$ 269,000.00**

- 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 Contract Documents.

**ARTICLE 3**

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract Documents.

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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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 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 Contract 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 Contract 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 Contract 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 Contract 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            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1507**

**IN THE MATTER OF APPROVING THE CONTRACT WITH ALPHA & OMEGA PAINTING CENTERS FOR BID PACKAGE NO. 05 – PAINTING- FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

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This Contract made by and between:

**Alpha & Omega Painting Centers  
1400 Cottonwood Drive  
Lewis Center, OH 43035**

(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 Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

**Bid Package No. 05 - Painting  
Delaware County  
Council For Older Adults  
New Senior Service Center  
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 Contract Documents, the amount of \$ **85,270.00 (Eighty Five Thousand, Two Hundred Seventy Dollars and Zero Cents)** (the "Contract Price"), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

|                                       |                     |
|---------------------------------------|---------------------|
| <b>Base Bid</b>                       | <b>\$ 81,770.00</b> |
| <b>Add Alternate B – Entry Canopy</b> | <b>\$ 3,500.00</b>  |
| <b>Total Amount</b>                   | <b>\$ 85,270.00</b> |

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 Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract 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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 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                |

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|                                       |         |
|---------------------------------------|---------|
| More than \$5,000,000 to \$10,000,000 | \$2,500 |
| More than \$10,000,000                | \$3,000 |

**ARTICLE 4**

- 4.1 The Contract 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 Contract 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 Contract 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 Contract 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            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1508**

**IN THE MATTER OF APPROVING THE CONTRACT WITH THOMAS GLASS COMPANY, INC. FOR BID PACKAGE NO. 06 – STOREFRONTS & WINDOWS- FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

This Contract made by and between:

**Thomas Glass Company, Inc.**  
**3662 Karl Road**  
**Columbus, OH 43224**

(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 Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

**Bid Package No. 06 – Storefronts & Windows**  
**Delaware County**  
**Council For Older Adults**

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New Senior Service Center  
 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 Contract Documents, the amount of \$ **261,635.00 (Two Sixty One Thousand, Six Hundred Thirty Five Thousand Dollars and Zero Cents)** (the "Contract Price"), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

|                                       |                            |
|---------------------------------------|----------------------------|
| <b>Base Bid</b>                       | <b>\$ 247,950.00</b>       |
| <b>Add Alternate B – Entry Canopy</b> | <b>\$ <u>13,685.00</u></b> |
| <b>Total Amount</b>                   | <b>\$261,635.00</b>        |

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 Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract 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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 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 Contract 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 Contract 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.

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- 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 Contract 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 Contract 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            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

**RESOLUTION NO. 06-1509**

**IN THE MATTER OF APPROVING THE CONTRACT WITH FOX MECHANICAL COMPANY FOR BID PACKAGE NO. 09 – PLUMBING- FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

This Contract made by and between:

**Fox Mechanical Company  
1855 Refugee Road  
Columbus, OH 43207**

(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 Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

**Bid Package No. 09 - Plumbing  
Delaware County  
Council For Older Adults  
New Senior Service Center  
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 Contract Documents, the amount of \$ **418,000.00 (Four Hundred Eighteen Thousand Dollars and Zero Cents)** (“Contract Price”), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

**Base Bid \$ 418,000.00**

- 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 Contract Documents.

**ARTICLE 3**

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- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract 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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 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 Contract 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 Contract 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 Contract 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 Contract 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.

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Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1510**

**IN THE MATTER OF APPROVING THE CONTRACT WITH LIMBACH COMPANY, LLC FOR BID PACKAGE NO. 10 – HVAC- FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

This Contract made by and between:

**Limbach Company, LLC  
851 Williams Avenue  
Columbus, OH 43212**

(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 Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

**Bid Package No. 10 - HVAC  
Delaware County  
Council For Older Adults  
New Senior Service Center  
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 Contract Documents, the amount of \$ **643,790.00 (Six Hundred Forty Three Thousand, Seven Hundred Ninety Dollars and Zero Cents)** (the “Contract Price”), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

**Base Bid \$ 643,790.00**

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 Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract 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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 amount of damage the Delaware County Board of Commissioners would sustain.



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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 Contract 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 Contract 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 Contract 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 Contract 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            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1511**

**IN THE MATTER OF APPROVING THE CONTRACT WITH CENTRAL FIRE PROTECTION FOR BID PACKAGE NO. 11 – FIRE PROTECTIONS- FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

This Contract made by and between:

**Central Fire Protection  
583 Selma Road  
Springfield 45505**

(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:

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**ARTICLE 1**

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

**Bid Package No. 11 – Fire Protections  
Delaware County  
Council For Older Adults  
New Senior Service Center  
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 Contract Documents, the amount of \$ **223,507.00 (Two Hundred Twenty Three, Five Hundred Seven Dollars and Zero Cents)** (the “Contract Price”), based upon the Bid Form, dated **October 11, 2006** submitted by the Contractor.

|                                       |                      |
|---------------------------------------|----------------------|
| <b>Base Bid</b>                       | <b>\$ 222,707.00</b> |
| <b>Add Alternate B – Entry Canopy</b> | <b>\$ 800.00</b>     |
| <b>Total Amount</b>                   | <b>\$ 223,507.00</b> |

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 Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract 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, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, 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 Contract 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 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 Contract 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 Contract 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

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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 Contract 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 Contract 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            Mr. Jordan        Aye    Mr. Evans        Aye    Mr. Ward        Aye

**RESOLUTION NO. 06-1512**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Bridgett DeCastro is resigning her position with the Child Support Enforcement Agency; effective date November 29, 2006.

Vote on Motion            Mr. Ward        Aye    Mr. Jordan        Aye    Mr. Evans        Aye

**RESOLUTION NO. 06-1513**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Chip Myers has been promoted to a full-time floater position with the EMS Department; effective date November 17, 2006.

Vote on Motion            Mr. Evans        Aye    Mr. Jordan        Aye    Mr. Ward        Aye

**RESOLUTION NO. 06-1514**

**IN THE MATTER OF APPROVING THE PURCHASE OF FIRST RESPONSE BUILDING COLLAPSE EQUIPMENT:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adopt the following Resolution:

WHEREAS, Delaware County received the FY06 State Homeland Security Grant in the amount of \$107,893.00, and;

WHEREAS, the Threat, Risk and Needs (TRN) Committee recommended and the County Board of Commissioners approved to utilize these funds to provide public safety forces throughout the County the ability to better mitigate, plan, respond and recover from a Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Incident by acquiring an air supply system, incident scene lighting, medical triage system and first response building collapse equipment;

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NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the purchase of first response building collapse equipment from Finley Fire Equipment at a not to exceed cost of \$43,550.00 and a purchase order for the same amount from Account Number 21511320 as follows:

|  |                    |
|--|--------------------|
| 5250-Minor Tools and Equipment < \$500       | \$19,755.80        |
| 5260-Inventoried Tools and Equipment > \$500 | \$ 1,033.20        |
| 5450-Machinery and Equipment > \$5,000       | <u>\$22,761.00</u> |
| Total  | \$43,550.00        |

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1515**

**IN THE MATTER OF APPROVING TRANSFERS OF APPROPRIATIONS FOR EMERGENCY SERVICES:**

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following Resolution:

| <b>Transfer of Appropriation</b>                           | <b>To</b>  | <b>Amount</b> |
|--|--|---------------|
| <b>EMA</b>   |  |               |
| 21511320-5450<br>FY06 SHS/Machinery and Equip<br>> \$5,000 | 21511320-5250<br>FY06 SHS/Tools and Equip<br>< \$1,000                   | \$ 21,000.00  |
| 21511320-5450<br>FY06 SHS/Machinery and Equip<br>> \$5,000 | 21511320-5260<br>FY06 SHS/Inventoried<br>Tools and Equip > \$1,000-4,999 | \$ 2,000.00   |
| 21511320-5450<br>FY06 SHS/Machinery and Equip<br>> \$5,000 | 21511320-5331<br>FY06 SHS/Postal and Freight<br>Services                 | \$ 500.00     |
| 21511307-5101<br>EMA/Benefits                              | 21511307-5001<br>EMA/Compensation  | \$ 3,600.00   |

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1516**

**IN THE MATTER OF APPROVING THE PURCHASE OF INCIDENT SCENE LIGHTING EQUIPMENT:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adopt the following Resolution:

WHEREAS, Delaware County received the FY06 State Homeland Security Grant in the amount of \$107,893.00, and;

WHEREAS, the Threat, Risk and Needs (TRN) Committee recommended and the County Board of Commissioners approved to utilize these funds to provide public safety forces throughout the County the ability to better mitigate, plan, respond and recover from a Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Incident by acquiring an air supply system, incident scene lighting, medical triage system and first response building collapse equipment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the purchase of incident scene lighting equipment from Allmand Brothers, Inc. Fire and Rescue at a not to exceed cost of \$20,948.00 and a purchase order for the same amount from Account Number 21511320 as follows:

|  |                    |
|--|--------------------|
| 5250-Minor Tools and Equipment < \$500 | \$ 540.00          |
| 5331-Postage and Freight               | \$ 410.00          |
| 5450-Machinery and Equipment > \$5,000 | <u>\$19,998.00</u> |
| Total                                  | \$20,948.00        |

Vote on Motion            Mr. Jordan            Aye    Mr. Evans            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1517**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR VILLAS AT**

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**WALNUT WOODS AND HEISELT TRACT:**

It was moved by Mr. Evans, seconded by Mr. Jordan to accept the following Sanitary Subdivider's Agreements:

**Villas At Walnut Woods**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 27<sup>th</sup> day of November 2006, by and between **ROMANELLI & HUGHES SUBDIVIDER**, as evidenced by **THE VILLAS AT WALNUT GROVE** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$104,610) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$12,550**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

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ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

**Heiselt Tract**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 27<sup>th</sup> day of November 2006, by and between **THE NORTHWOOD LAND CORPORATION**, as evidenced by the **HEISELT TRACT** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$9,509.50**, representing the payment to upgrade the Tartan Fields Wastewater Treatment Plant.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$48,746**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

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SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$5,850.00**, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1518**

**IN THE MATTER OF REJECTING ALL BIDS SUBMITTED FOR INSPECTION SERVICES ON NOVEMBER 1, 2006, AND SETTING A NEW BID OPENING DATE AND TIME FOR INSPECTION SERVICES FOR DELAWARE COUNTY:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

WHEREAS sealed bids for Inspection Services were received on November 1, 2006.

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WHEREAS the low bid of \$39.00 per hour was submitted by two separate contractors and the Sanitary Engineer has reviewed each low bid and found it to be responsive to the bid documents.

THEREFORE BE IT RESOLVED by the Board of County Commissioners that they reject all bids submitted for inspection services on November 1, 2006, and direct the Sanitary Engineer to re-advertise this project as follows:

SEALED BIDS for INSPECTION SERVICES will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners until 10:00 o'clock AM local time December 15, 2006, and then at said Office publicly opened and read aloud.

The Bidder shall furnish Sanitary Sewer Inspection Services.

THE CONTRACT DOCUMENTS may be examined at the following locations:

Delaware County Sanitary Engineer  
50 Channing Street  
Delaware, Ohio 43015

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of Delaware County Sanitary Engineer, free of charge.

The Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

Vote on Motion            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

**RESOLUTION NO. 06-1519**

**IN THE MATTER OF REJECTING THE BIDS FOR THE SOLID WASTE DISPOSAL AND TRANSFER STATION OPERATIONS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

WHEREAS sealed bids for Municipal and Construction / Demolition Solid Waste Disposal Services were received on September 14, 2006 and,

WHEREAS sealed bids for Solid Waste Transfer Station Operation and Hauling Services were received on October 18, 2006 and,

WHEREAS with the exception of the bids for sewage sludge, all other bids were deemed to be non-responsive with numerous irregularities.

THEREFORE BE IT RESOLVED by the Board of County Commissioners that all bids for Municipal and Construction and Demolition solid waste be rejected and direct Environmental Services to re-advertise the requested services.

Vote on Motion            Mr. Ward            Aye            Mr. Jordan            Aye            Mr. Evans            Aye

**RESOLUTION NO. 06-1520**

**IN THE MATTER OF THE COMMISSIONERS APPROVING AN AMENDMENT AND AN EXTENSION TO THE OPERATION AND DISPOSAL CONTRACT FOR SOLID WASTE WITH COUNTY ENVIRONMENTAL OF WYANDOT:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

WHEREAS the current solid waste operation and disposal contract with County Environmental of Wyandot expires on November 31, 2006, and

WHEREAS the recently received bids for the replacement of these services were rejected due to bid irregularities and,

WHEREAS in concern for public health, the existing solid transfer station must maintain its ability to accept solid wastes and,

WHEREAS the Division of Environmental Services desires to extend the current contract by 6 (six) additional months to May 31, 2007 in order to provide solid waste services to the citizens of Delaware County.



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THEREFORE BE IT RESOLVED by the Board of County Commissioners to extend the operation and disposal contract for solid waste to May 31, 2007 with County Environmental of Wyandot.

FURTHERMORE BE IT RESOLVED that the following paragraph shall replace Section 13 of the current operation contract:

Should the transfer station be destroyed, damaged or made inoperable because of circumstances beyond the control of the Contractor, County will cause facility to be repaired or rebuilt as expeditiously as possible. County may choose to have the Contractor perform the necessary repairs and reimburse the incurred cost. All repairs that are the County's responsibility made by Contractor to the facility will be approved in both scope and cost by the County prior to any action by the Contractor and or its representatives. County may choose Contractor to perform the required work provided that total cost does not exceed the statutory threshold for competitive bidding as defined in Ohio Revised Code 307.86

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1521**

**IN THE MATTER OF APPROVING CHANGE ORDERS WITH TRUCCO CONSTRUCTION COMPANY, INC.:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the Change Orders as follows:

**Perry-Taggart Sanitary Sewer Improvements/Trucco Construction Company**

Change Order # 12 – S04-1: Construction of 15" diameter sewer from Perry-Taggart gravity sewer manhole # 50 to the Wingate Farms gravity sewer manhole # 1 generally along the alignment of the plans dated November 20, 2006. Construction of the sewer will provide for the removal of the Wingate Farms Pump Station as originally designed through the construction of Tunnel J. Tunnel J was deducted from the contract on July 18<sup>th</sup> 2005 through Change Order 1A. Contract time shall be extended to allow for the completion of the proposed sewer.

Vote on Motion            Mr. Jordan            Aye    Mr. Evans            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-1522**

**IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS ACCEPTING THE PERRY-TAGGART SANITARY SEWER IMPROVEMENTS INTO THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

WHEREAS the Trucco Construction Company has complied with the Contract Documents and has stated that they are completed with the Perry-Taggart Sanitary Sewer Improvements and,

WHEREAS the Director of Environmental Services has inspected the improvements and deems them ready for operation for their intended use and,

WHEREAS the Perry-Taggart Sanitary Sewer Improvements Contract Documents require the return of retained monies upon completion of the sewer and,

WHEREAS the Director of Environmental Services deems it appropriate to return all retained monies less \$10,000.00.

WHEREAS balance of retained monies will be retained by the County to cover incidental and warranty issues that may arise over the one (1) year warranty period, and

THEREFORE BE IT RESOLVED by the Board of County Commissioners to accept the Perry-Taggart Sanitary Sewer Improvements into the Delaware County Regional Sewer District and return the retained monies less \$10,000.00 to Trucco Construction Company.

**FURTHERMORE BE IT RESOLVED**, that the Board of County Commissioners approve the voucher for the return of retained monies in the amount \$646,703.17 to Trucco Construction Company.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-1523**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE ENVIRONMENTAL**

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**SERVICES DEPARTMENT:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

| <b>Transfer of Appropriations</b>                                |   | <b>Amount</b> |
|--|---|---------------|
| <b>From</b>  | <b>To</b>   |               |
| 66011910-5101<br>Hoover Woods WWTP-benefits                      | 66011910-5001<br>Hoover Woods WWTP-salaries                         | \$ 1,000.00   |
| 66011911-5101<br>Bent Tree WWTP-benefits                         | 66011911-5001<br>Bent Tree WWTP-salaries                            | \$ 600.00     |
| 66011908-5460<br>Scioto Hills -Unanticipated Emergency           | 66011908-5260<br>Scioto Hills -Inv tools/Equip >\$1,000-<br>\$4,999 | \$ 3,000.00   |
| 66011912-5260<br>Tartan Fields-Inv. Tools/ Equip<br>>500<\$4,999 | 66011912-5328<br>Tartan Fields-Maint. & repair services             | \$ 10,000.00  |
| Vote on Motion   | Mr. Ward      Aye      Mr. Jordan      Aye      Mr. Evans      Aye  |               |

**RESOLUTION NO. 06-1524**

**IN THE MATTER OF APPROVING A LETTER OF AGREEMENT WITH ONSITE, LLC TO PROVIDE ALCOHOL AND SUBSTANCE ABUSE PROGRAM SERVICES:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

**Testing Services**

**DOT 5-Panel Drug Screen**      \$ 36.00  
*(This price includes, screening, collections, MRO services, and random selections)*

**Non-DOT 5-Panel Drug Screen**      \$ 36.00  
*(This price includes, screening, collections, MRO services, and random selections)*

**Split Specimen Test Fee (DOT/Non-DOT) Per Drug Tested**      \$ 225.00

\*This Fee is applied when a DOT Employee requests that the split specimen be sent to another lab for confirmation testing.

In the case of a Non-DOT split specimen request, the employee will need to pre-pay by certified check or money order.

**Forensic Quantitation Level Fee (DOT/Non-DOT) Per Drug Tested**      \$ 25.00

**EBT Alcohol Tests**

*On-site in Central Ohio*      \$ 32.00

**DOT/Non-DOT Physical Examination**

*OnSite, LLC collection facilities*      \$ 56.00

**Specialized Physical Examinations**

*Any physical needing additional services, ekg's, lab work etc.*      \$ TBD

**Audiology**

*OnSite, LLC collection facilities*      \$ 21.00

*(If Employee is getting a physical Audiology test is included in the physical fee)*

**PFT (Respiratory Clearance)**

*OnSite, LLC collection facilities*      \$ 56.00

**Training Services**

**Required Bureau of Workers' Compensation Drug-Free Workplace Program Employee Education**

**(Initial)**..... \$ 695.00

\*OnSite, LLC will provide a trained professional to conduct the required Employee Education training program at your facility.

This is the **initial** two (2) hour training session required by the BWC in order to be eligible for program discounts.

**Required Bureau of Workers' Compensation Drug-Free Workplace Program Employee Education**

**(Annual)**.....\$ 495.00

\*OnSite, LLC will provide a trained professional to conduct the required Employee Education training

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program at your facility.

This is a two (2) hour training session required, **on an annual basis**, by the BWC in order to be eligible for program discounts.

**Required Bureau of Workers' Compensation Drug-Free Workplace Program Supervisor Training (Initial).....\$ 695.00**

\*OnSite, LLC will provide a trained professional to conduct the required Supervisor training program at your facility.

This is the **Initial** four (4) hour training session required by the BWC in order to be eligible for program discounts.

**Required Bureau of Workers' Compensation Drug-Free Workplace Program Supervisor Training (Annual).....\$ 495.00**

\*OnSite, LLC will provide a trained professional to conduct the required Supervisor training program at your facility.

This is a two (2) hour training session required, **on an annual basis**, by the BWC in order to be eligible for program discounts.

**DOT Required 2 Hour Supervisor Training (minimum 12 students).....\$ 695.00**

\*OnSite, LLC will provide a trained professional to conduct the required training program at your facility.

This is a two (2) hour training required by the DOT. The program includes a workbook and certificate of completion.

**Public Supervisor Training – DOT & Non-DOT (per person).....\$ 99.00**

\*OnSite, LLC will provide a trained professional to conduct the required training at a designated location. This training is

designed to ensure that specified personnel have the knowledge which enables them to detect drug/alcohol misuse. The

training consists of 60 minutes of reasonable suspicion training and 60 minutes on controlled substances.

**Required Driver Information Booklet (per booklet).....\$ 4.95**

\*OnSite, LLC has designed a booklet that meets the federal requirements regarding the establishment of a policy on the misuse of drugs and alcohol.

**Additional Support Services**

**Account Set up Fee (one time fee) \$ 50.00**  
*Prepare DFWP Policy \$ 150.00*

**Random Selection of Drivers/Employees for Testing \$ N/C**

\*On a quarterly basis, driver/employees are chosen using a computerized random selection process.

Company Name will update this list at the beginning of each selection process.

**Year End Summary Reports \$ N/C**

\*OnSite, LLC will keep summary reports in accordance with all applicable federal guidelines.

**Remote Services (Overnight collection site request) \$ 30.00**

**Reconciliation Policy/Fees**

**Onsite Cancellation Fee \$ 200.00**

\*Applied when a scheduled onsite test date is cancelled without 24 hour notice.

**Mobile Unit onsite charge (25 mile radius from OnSite to location) \$ 150.00**

*(over 25 mile radius from OnSite to location) \$ 250.00*

\*OnSite, LLC will charge a fee for use of the mobile unit to go onsite. (destination charge waived if using mobile unit)

**Onsite Destination Charge Fee \$ 50.00**

\*OnSite, LLC will charge a "Destination Fee", for all onsites.

**After Hours Fees \$ 100.00**

\*OnSite, LLC will issue an "After Hours" fee when a company needs services after the normal business day ie. Post Accident, Reasonable Cause, or onsite testing.

**Onsite Wait Fee ....\$ 25.00 / hr.**

\*Fee will be applied if during onsite testing a collector must wait more than 1 hour (60 minutes) from one collection to the next.

**Mobile Unit Misuse \$ 150.00**

\*OnSite, LLC will bill the client for any cost involved with the removal of waste as a result of discarding foreign objects in the mobile unit lavatory.

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**Fees and Payments**

Payment is due upon receipt of invoice. Invoices past fifteen (15) days will be subject to a finance charge. Open invoices exceeding thirty (30) days will result in a temporary suspension of services.

To the fullest extent of the law, OnSite, LLC agrees to indemnify and hold the Delaware County Board of County Commissioners and Delaware County and their respective officers, employees, volunteers, agents, servants, and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Delaware County Board of County Commissioners and their respective officers, employees, volunteers, agents, servants, and representatives, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to OnSite, LLC's performance of this Letter of Agreement. OnSite, LLC further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Delaware County Board of County Commissioners and Delaware County and their respective officers, employees, volunteers, agents, servants, and representatives by reason of or result of OnSite LLC's performance under this Letter of Agreement, and to pay, settle, compromise and procure the discharge or any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

Vote on Motion            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

**RESOLUTION NO. 06-1525**

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:30AM.

Vote on Motion            Mr. Evans            Aye            Mr. Jordan            Aye            Mr. Ward            Aye

**RESOLUTION NO. 06-1526**

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 12:00PM.

Vote on Motion            Mr. Jordan            Aye            Mr. Evans            Absent            Mr. Ward            Aye

There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward