

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 2008

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

PUBLIC COMMENT

RESOLUTION NO. 08-752

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 23, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held June 23, 2008 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. 08-753

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0625:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0625, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Jobs for Ohio Graduates	Youth Services	22311611-5348	\$ 66,649.98
Delaware Area Career Center	Jump Start Program	22411601-5348	\$ 50,000.00
Increases			
Architecture OH Inc.	Commercial Outsourcing	10011301-5301	\$ 2,000.00
Delaware City SACC	Day Care	22411610-5348	\$ 20,000.00
D.A.T.A.	Job and Family Transportation Service	22411601-5355	\$ 20,000.00
Vouchers			
Pitney Bowes	Postage for County Offices	10011105-5331	\$ 20,000.00
Central OH Contractors	Sludge Disposal	66290403-5380	\$ 15,250.56
Siemens	Bioxide Alum Creek PS	66290407-5290	\$ 16,055.82
Nelson Farms Assoc. LLC	Refund /Overpayment Fees	66290301-5319	\$ 6,840.80
BC&G Weithman Const. Co.	Structural Repairs/Transfer Station	68011916-5410	\$ 62,378.76
BP Products N. America Inc.	Gas/Service Center	10011106-5228	\$ 26,202.84
State of OH Treasurer	Crippled Children BCMH	10011102-5319	\$ 11,091.82
ACCU Tech	Fiber/Willis	40411412-5410	\$ 14,000.00
ACCU Tech	Fiber/Sawmill/Liberty	40111412-5410	\$ 14,000.00
The Trident Group	Security	10011102-5301	\$ 7,575.37
2 K General	General Trades/Willis	40411412-5410	\$ 181,543.60
SIMCO	Willis Remodel/Electricity	40411412-5410	\$ 43,792.00
Scioto Mechanical	Willis Remodel/Plumbing	40411412-5410	\$ 10,384.00
Aggressive Mechanical	HVAC Willis Remodel	40411412-5410	\$ 35,278.30
Del Area Career Center	Jump Start	22411601-5348	\$ 8,970.45
Jobs for OH Grads	Jobs for OH Grads	22311611-5348	\$ 18,118.00
Kindercare 10655 Sawmill	Day Care	22411610-5348	\$ 9,657.23
Kindercare Neverland	Day Care	22411610-5348	\$ 36,522.25
Kindercare Neverland	Day Care	22511607-5348	\$ 1,395.05
Crabb Brown and James	Legal Services Sheriff	10011102-5361	\$ 8,708.59
Mathews Kennedy Ford	Ford F2-50 for Maintenance Depart	40111402-5450	\$ 16,344.37
Memo Transfer Voucher			
From	To		
Commissioners	Board Developmental Disabilities	County Home	\$ 6,250.00
10011507-5350	29519000-4234	Closing	

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

RESOLUTION NO. 08-754

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM VITTORIA RISTORANTE LLC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Vittoria Ristorante LLC. has requested a new D5I permit located at 10241 Sawmill Pkwy Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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

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

RESOLUTION NO. 08-755

IN THE MATTER OF OPTING OUT OF THE HANDICAP REIMBURSEMENT FUND WITH THE BUREAU OF WORKERS COMPENSATION SELF INSURED PROGRAM:

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

Whereas, Commissioners’ Resolution 07-1558 resolves that Delaware County may apply for self insured status with the Bureau of Workers’ Compensation.

Whereas, Participating in the Handicap Reimbursement Program with the Bureau of Workers Compensation does not meet the needs of Delaware County if the County is approved as a Self Insured employer with the Bureau of Worker’s Compensation.

Therefore, be it resolved that Delaware County will opt out of the Handicap Reimbursement Fund and will submit the SI 41 form along with the application requesting that Delaware County become a self insured employer with the Bureau of Worker’s Compensation.

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

RESOLUTION NO. 08-756

IN THE MATTER OF OBTAINING AN EXCESS INSURANCE POLICY FOR DELAWARE COUNTY’S SELF INSURED WORKERS COMPENSATION PROGRAM:

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

Whereas, Commissioners’ Resolution 07-1558 resolves that Delaware County may apply for self insured status with the Bureau of Workers’ Compensation.

Whereas, The Delaware County Board of Commissioners is interested in obtaining an insurance agent to assist in procuring an excess insurance policy that will protect the County against excessive claims costs in its workers’ compensation self insurance program;

Whereas, competitive bidding under Ohio Revised Code 307.86 for the purchase of this policy would increase, rather than decrease, the cost of the purchase;

Whereas, Delaware County has employed a Workers’ Compensation Coordinator that will assist the County in procuring appropriate coverage at the best and lowest price available;

Whereas Delaware County will request insurance agents to submit proposals setting forth the coverage and cost of a policy for excess claims costs; and further Delaware County will work with the insurance agents to negotiate with insurers to purchase a policy at the best and lowest price reasonably possible;

Therefore, be it resolved that the Workers’ Compensation Coordinator will carry out the process to solicit proposals for excess claims coverage.

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

RESOLUTION NO. 08-757

SETTING DATE AND TIME FOR A REQUEST FOR PROPOSALS FOR WORKERS’ COMPENSATION

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SELF-INSURANCE EXCESS INSURANCE FOR DELAWARE COUNTY:

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

DELAWARE COUNTY
REQUEST FOR PROPOSAL
WORKERS' COMPENSATION SELF-INSURANCE
EXCESS INSURANCE

Issuing Department: Delaware County Department of Administrative Services,
10 Court Street, 2nd Floor
Delaware, Ohio 43015

Sealed proposals will be received until **July 8, 2008 at 12:00 p.m.**

All inquiries should be directed to Bradley J. Euans, Phone: (740) 833-2127

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED TO THE SENDER.

PUBLIC NOTICE
REQUEST FOR PROPOSALS (RFP)

The Delaware County Board of Commissioners is now soliciting proposals from agencies and organizations interested in providing Workers' Compensation Self-Insurance Excess Insurance for Delaware County.

Copies of the proposal specifications are available at the Department of Administrative Services, located at 10 Court Street, 2nd Floor, Delaware, Ohio 43015.

Completed proposals must be submitted to the Delaware County Department of Administrative Services, 10 Court Street, 2nd Floor, Delaware, Ohio 43015 no later than **July 8, 2008 at 12:00 p.m.**

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

RESOLUTION NO. 08-758

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND PETERSON CONSTRUCTION COMPANY FOR THE CENTRIFUGE DEWATERING FACILITY IMPROVEMENTS:

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

WHEREAS the Division of Environmental Services has solicited bids for the Centrifuge Dewatering Facility Improvements at the Olentangy Environmental Control Center (OECC), and

WHEREAS Peterson Construction Company of Wapakoneta, Ohio has been identified as the lowest and best bid and has been issued the Notice of Award, and

WHEREAS the staff from Environmental Services and its consultant, Malcolm Pirnie, Incorporated has evaluated Peterson Construction Company's bid for its conformance to the contract documents, and

WHEREAS it has been determined that Peterson Construction Company's bid conforms to the requirements of the contract documents, and

WHEREAS Division of Environmental Services recommends execution of the agreement for the Centrifuge Dewatering Facility Improvements to Peterson Construction Company of Wapakoneta, Ohio.

THEREFORE be it resolved that the Board of County Commissioners execute the agreement for the Centrifuge Dewatering Facility Improvements to Peterson Construction Company of Wapakoneta, Ohio.

FURTHERMORE Let it be resolved that the Board of County Commissioner's approve the following purchase order:

\$2,850,000.00 from Org Key 66690301 - 5450 for Centrifuge Dewatering Facility Improvements to Peterson Construction Company of Wapakoneta, Ohio.

AGREEMENT

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DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS
DELAWARE COUNTY REGIONAL SEWER DISTRICT
OLENTANGY ENVIRONMENTAL CONTROL CENTER
CENTRIFUGE DEWATERING FACILITY IMPROVEMENTS
CONTRACT NO. DCRSD 08-1

THIS AGREEMENT is dated as of the 26th day of June in the year 2008, by and between the Delaware County Board of County Commissioners (hereinafter called Owner) and Peterson Construction Company, Inc. of Wapakoneta, Ohio (hereinafter called Contractor).

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

ARTICLE 1 - WORK

- 1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the Delaware County Regional Sewer District Olentangy Environmental Control Center Centrifuge Dewatering Facility Improvements Contract No. DCRSD 08-1G General, DCRSD 08-1HHVAC, DCRSD 08-1P Plumbing, DCRSD 08-1E Electrical. The Work is generally described in Section 01120 of the General Requirements.

ARTICLE 2 - PROJECT

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

The project is located at the Delaware County Regional Sewer District Olentangy Environmental Control Center at 10333 Olentangy River Road, Powell, Ohio. The project consists of the construction of a new centrifuge dewatering facility including a new building, two in-line grinders, two centrifuge feed pumps, two polymer blender/feeders, a centrifuge, an inclined screw conveyor, and two belt conveyors with all associated sitework, HVAC, plumbing, instrumentation and controls, and electrical Work.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Malcolm Pirnie Inc., 1900 Polaris Parkway, Columbus, Ohio 43240. The Engineer is the Director of Environmental Services or his designee. The Engineer will act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
1. Milestone No. 1 - All shop drawings for the equipment items listed in the Owner-Selected Equipment/Supplier Schedule on the Bid Form shall be submitted to the Engineer within 60 calendar days from the date when the Contract Time commences to run.
 2. Milestone No. 2 - The Work shall be substantially completed within 360 calendar days from the date when the Contract Time commences to run.
 3. Milestone No. 3 - The Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 420 calendar days from the date when the Contract Time commences to run.

- 4.02 Liquidated Damages

- A. Owner and Contractor recognize that time is of the essence of this Agreement and Owner will suffer financial loss, apart from the costs described in Paragraph 4.03.A, if the Work is not completed within the time specified in Paragraph 4.01.A for each Milestone, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the

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following amounts for each day that expires after the time specified in Paragraph 4.01.A for each Milestone (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is complete.

1. Milestone No. 1 - Shop Drawing Submittals for any of the equipment items listed in the Owner-Selected Equipment/Supplier Schedule on the Bid Form: \$100/day/submittal. If the Contractor submits shop drawings within the specified time period but they are considered incomplete or deficient by the Engineer, liquidated damages will be assessed.
2. Milestone No. 2 - Substantial Completion of the Work: \$500/day.
3. Milestone No. 3 - Work is complete and ready for final payment in accordance with Article 14.07 of the General Conditions: \$500/day.

4.03 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall pay OWNER the actual costs reasonably incurred by Owner for engineering and inspection forces employed for the Work for each day that expires after the days specified in Paragraph. 4.01.A for Substantial Completion (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed for the Work for each day that expires after the time specified in Article 4 for Work to be completed and ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions) until the Work is completed and ready for final payment.

4.04 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due on the last day of the month. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$5,000.
 1. Progress payments will be made in accordance with Section 153.12 of the Ohio Revised Code except as noted below.
 2. OWNER shall retain an amount in accordance with Sections 153.12, 153.13, 153.14 and 153.63 of the Ohio Revised Code except as noted below. The retained funds will be paid 120 days from the date of the Final Estimate or acceptance if the Contract has been faithfully performed.
 3. Stored material will be paid at 92 percent of the invoice amount.

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4. Retainage will be held at 8 percent of the total of labor and material up to 50 percent of the total value of the Contract.
- 6.03 Final Payment:
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due hereunder as allowed by the Ohio Revised Code and stated in the Agreement shall be deposited in a joint escrow account with the Owner and the Contractor required to co-sign for any withdrawals. The savings institution shall be selected by the Owner. The savings institutions shall be an Ohio Banking Association organized and existing under the laws of the State of Ohio and acceptable to the Contractor. The type of account shall be selected by the Owner. All interest and principal arising from moneys due the Contractor shall be paid to him upon completion of the Contract in accordance with Section 153.13 of the Ohio Revised Code.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 As part of the inducement for Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

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- 9.01 The Contract Documents consist of the following:
- A. This Agreement.
 - B. Contract Bond.
 - C. General Conditions.
 - D. Supplementary Conditions.
 - E. Specifications, as listed in the table of contents of the Project Manual.
 - F. The Drawings comprising a set entitled Delaware County Regional Sewer District, Olentangy Environmental Control Center, Centrifuge Dewatering Facility Improvements, Contract No.DCRSD08-IG General, DCRSD 08-1H HVAC, DCRSD 08-1P Plumbing, DCRSD 08-1E Electrical dated February 2008, and including the following:
 - Sheets G-01 through G-03,
 - Sheets C-01 through C-06,
 - Sheets M-01 through M-07,
 - Sheets A-01 through A-08,
 - Sheets S-01 through S-11,
 - Sheets H-01 through H-06,
 - Sheets P-01 through P-05,
 - Sheets E-01 through E-10,
 - Sheets I-01 through I-05, inclusive.
 - G. Addenda consisting of Numbers 1 and 2, inclusive.
 - H. Exhibits to the Agreement enumerated as follows:
 - 1. Exhibit 1, Contractor's Bid.
 - I. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1. Notice to Proceed
 - 2. Work Change Directives
 - 3. Change Order(s)
 - 4. Field Order(s)
- 9.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.
- 9.03 The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

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

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- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.04 Severability
 - A. Any provision or part of the Contract Documents, held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 Waiver
 - A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.
- 10.06 Non-Discrimination - Contractor agrees to the following:
 - A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
 - B. That Contractor, any subcontractor, or any person on Contractor's or subcontractor's behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.
 - C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;
 - D. That the contract shall be canceled or terminated by the Owner and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

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

RESOLUTION NO. 08-759
IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATION AND A CHANGE ORDER WITH AMERITCON, INC. FOR REPAIR OF CLARIFIERS AT OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

WHEREAS the Delaware County Regional Sewer District is currently performing the Contract known as the FINAL CLARIFIER IMPROVEMENTS OLENTANGY ENVIRONMENTAL CONTROL CENTER, and

Whereas this contract upgrades and repairs the south clarifiers at the Olentangy Environmental Control Centered (OECC), and

Whereas the contractor (Ameritcon Inc, of Dayton, Ohio) has disassembled the clarifiers to perform the proposed work, and

Whereas the as part of the inspection of the clarifiers, both the manufacturer of the clarifiers and County staff have identified that the Journal Bearings need to be replaced, and

Whereas the Regional Sewer District technical staff has determined that for efficient operation and maintenance of the clarifier units, the additional repairs and upgrades as identified above are required, and

Whereas the Division of Environmental Services recommends execution of Change Order Number 2 to upgrade

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and replace the Journal Bearings on all of the South Clarifiers at the OECC. The cost of this change order is \$16,521.00 .

Therefore be it resolved that the Board of County Commissioners execute Change Order Number 2 to the Contract known as the FINAL CLARIFIER IMPROVEMENTS OLENTANGY ENVIRONMENTAL CONTROL CENTER with Ameritcon Inc. of Dayton, Ohio.

Furthermore be it resolved that the Board of County Commissioners execute a supplemental appropriation of \$16,521.00 to 66611903-5450 and increase the existing purchase order with Ameritcon Inc of Dayton, Ohio by \$16,521.00 to properly fund the recommended change order.

Change Order No. 2

Date of Issuance: _____		Effective Date: _____
Project: FINAL CLARIFIER IMPROVEMENTS OLENTANGY ENVIRONMENTAL CONTROL	Owner: DELAWARE COUNTY	Owner's Contract No.: N/A
Contract: FINAL CLARIFIER IMPROVEMENTS OLENTANGY ENVIRONMENTAL CONTROL CENTER		Date of Contract: MARCH 10, 2008
Contractor: AMERITCON, INC.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Replace Journal Bearings On Skimmers As Recommended By Westech (All Four Clarifiers). Ducking Skimmers Not Working Properly Due To Broken Bearings.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract <input type="checkbox"/> Working days X Calendar days
\$ 132,630.00	Substantial completion: JUNE 30, 2008
	Ready for final payment: JULY 30, 2008
Increase from previously approved Change Orders No.1:	Increase from previously approved Change Orders No.1:
\$ 19,000.00	Substantial completion: 32 DAYS
	Ready for final payment: 32 DAYS
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 151,630.00	Substantial completion: AUGUST 1, 2008
	Ready for final payment: SEPTEMBER 1, 2008
Increase of this Change Order:	Increase of this Change Order:
\$ 16,521.00	Substantial completion: 14 DAYS
	Ready for final payment: 14 DAYS
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 168,151.00	Substantial completion: AUGUST 15, 2008
	Ready for final payment: SEPTEMBER 15, 2008
Vote on Motion	Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-760

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:

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

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

RESOLUTION NO. 08-761

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:05AM.

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Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners