

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009

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

**Present: Todd Hanks, Ken O'Brien, Tommy Thompson**

**RESOLUTION NO. 09-708 (NO VOTE TAKEN ON THIS VERSION)**

**IN THE MATTER OF APPROVING THE CHANGE ORDER FOR THE LOWER SCIOTO WASTEWATER TREATMENT FACILITY:**

*It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the change order for the Lower Scioto Wastewater Treatment Facility.*

*Lower Scioto Water Reclamation Facility  
June 12, 2009  
Phase I (1.4 MGD)*

*Change Order No. 9, Part B – Force Mains & Effluent Main  
Design-Build Agreement (11/30/07)  
Kokosing Construction Company, Inc.  
Concord/Scioto Development, LLC*

**LOWER SCIOTO AREA FORCE MAINS AND EFFLUENT MAIN**

**--- PRICE, SCOPE AND CLARIFICATIONS ---**

*This Project is known as the Lower Scioto Area Force Mains and Effluent Main and is further described in the attachments numbered 1 through 8 and as further defined in the Plans and Specifications of the Project to be submitted by Kokosing Construction Company, Inc.*

*It is recognized and acknowledged that the Change Order sum is based upon providing complete, the improvements contemplated herein and as defined by attachments numbered 1 through 8 and the Construction Plans and Specifications. In the event that the County does not pursuant to Article VIII(f)(2) of the Intergovernmental Agreement approve, without modification, the Construction Plans and Specifications, neither party shall have any further obligation hereunder and this Agreement shall be of no further force nor effect.*

*It is understood between Concord/Scioto Development, LLC (Developer) and Kokosing Construction Company (Design-Builder) all the terms and conditions of the Design-Build Agreement dated November 1, 2007 by and between Concord/Scioto Development, LLC and Kokosing Construction Company, Inc. shall remain in full force and effect with respect to this Change Order.*

*All work must comply with the Delaware County Regional Sewer District's specifications available at the time of the original proposal (October 2008). Pending cost approval, the scope of work shall also consider stainless steel air release valves, tracer wire on PVC pipe systems and water tight air release vaults (with water tight hatches).*

*In any instance when the terms and conditions of the Design-Build Agreement and this Change Order are in conflict, the terms and conditions of the Design-Build Agreement shall prevail. Moreover, the meaning of the term "site", as used in Paragraph 6.1 of the Design-Build Agreement, shall, for the purposes of this Change Order, be expanded to include the physical location of any and all work described in this Change Order.. Design-Builder further represents that it has allocated within the Change Order Price as set forth herein sufficient amounts to fully complete the Project as generally described herein in accordance with the approved plans and specifications and all permit and easement conditions, whether or not each and every required component is graphically or literally depicted in the Contract Documents. Construction risks relating to the site, including the condition of the soil and the subsurface which may result in additional costs to complete the Project are the sole responsibility of the Design-Builder. Accordingly, the Design-Builder acknowledges that it has had an adequate opportunity to undertake, and has undertaken, such geotechnical investigations as it, in its sole discretion deems necessary to gain a full and complete understanding of the subsurface conditions on the project site, including both the soil and water characteristics and that it is not relying upon any information provided by the Developer with respect to such conditions. Accordingly, Design-Builder hereby acknowledges that it is accepting all risk associated with the discovery of such subsurface conditions and accordingly waives any and all claims associated with the subsurface conditions at the project site, including, but not limited to, those that may differ from the information obtained by the Developer through its geotechnical evaluation and those that may differ from the conditions that may ordinarily be encountered in the geographic area of the Project. Where specific clarifications regarding the warranty, scope of Work and materials are included in this Change Order, these clarifications supersede provisions of the current Design-Build Agreement as they apply to this Change Order Work.*

**Price (Part B – Force Mains and Effluent Main Only):**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009**

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*The following services shall be provided for the Lump Sum price of Two Million Two Million Four Hundred Twelve Thousand Five Hundred Eighty Five Dollars (\$2,412,585.00).*

**Design Services:**

- ? ~~Design of 16" Water Main (Tie in at existing main at Section Line Road to the LSWRF site water line designed by Bauer, Davidson and Merchant 8/27/07 Plans Attachment #1) N/A~~
- ? Design of 12" Force Main (Connect to the appropriate piping at proposed Butts Road Pump Station and continue west and connect into the appropriate piping at the LSWRF – Attachment #2)
- ? Design of 6" Back-up Force Main ( Connect to the appropriate piping at proposed Butts Road Pump Station and continue west and connect into the appropriate piping at the LSWRF – Attachment #2)
- ? Design of 4" Effluent Main (Start at proposed Butts Road Pump Station at a point determined by the Sanitary Engineer and continue west to the LSWRF – Attachment #2)
- ? O'Shaughnessy Reservoir crossings are assumed to meet the criteria of the Army Corps of Engineers Nationwide Permit #12, per the letter to Delaware County dated September 4, 2007 (Attachment #3). Design costs include permit application preparation including the information required by the Army Corps of Engineers in the attached September 4, 2007 letter required to obtain the Nationwide Permit #12 for submission by the County or Developer. Permit fees are not included.
- ? Permit or approval application preparation for ~~Deleo~~, Delaware County Engineer, Delaware County Sanitary Engineer and Ohio EPA are included. Applications shall be submitted by the Developer. Permit and review fees are not included in the base Change Order price. The fees can be added to the scope of this Change Order by accepting the optional additional price of \$30,000 described later in this document.
- ? Surveying, utility location research and property research for work east of the O'Shaughnessy Reservoir is included in the cost. Similar information for work along the routing west of the reservoir to the plant site has been prepared by others (EMH&T and Bauer, Davidson & Merchant performed this work.) and has been provided to Kokosing and is acceptable to Kokosing for purposes of its pricing in this Change Order and Kokosing is relying upon this information in determining its price
- ? Design-Builder acknowledges that through this agreement it is assuming the entire responsibility for designing all aspects of the work as generally described herein in a manner that meets the approval of the County and all governmental authorities having jurisdiction over the project.
- ? Construction of the force main ~~and water main~~ shall occur within existing rights-of-way or within easements that have already been obtained, and/or on property currently owned by the County or Developer. All easement and/or property information has been provided to Kokosing by the Developer and is acceptable to Kokosing for purposes of its pricing in this Change Order and Kokosing is relying upon this information in determining its price.
- ? No subsurface investigation costs are included for the O'Shaughnessy crossings and work west of the reservoir. The subsurface investigation report for the O'Shaughnessy Reservoir Crossing and work west of the Reservoir has been provided to Kokosing and is acceptable to Kokosing for purposes of its pricing in this Change Order and Kokosing is relying upon this information in determining its price. .
- ? No design or construction costs are included for the future East Pump Station.
- ? The Developer shall submit all permit and review requests to other regulatory agencies and reviewing entities within twenty (20) days of the receipt of the submittal package from Kokosing. County review of these permit applications and other review packages shall occur within this time. The Developer and the County shall cooperate with regulatory agencies and other reviewing entities to facilitate timely review and approval.
- ? The Developer shall obtain from the County the calculations and other supporting information regarding the size of the proposed 12" force main. This size has been considered at the direction of the County. The Ohio EPA Permit to Install application will require the design flow and capacity information considered as the basis of this selection.
- ? The Design-Builder shall provide design calculations and all other required supporting information considered for the pipe material and joint lengths for all portions of the project for approval. This information shall be made available during design meetings with the County .
- ? All materials, design calculations and supportive information shall be approved by the County, the City of Columbus, OEPA and the ACOE (as applicable) prior to the Design-Builder proceeding with ordering materials and the construction of the Project.

**Construction Services:**

- ? ~~The water main scope and costs are based on the information provided by EMH&T (dated 10/9/07) for the water line starting at Scioto Reserve and continuing west to Dublin Road (Attachment #4). The Bauer, Davidson and Merchant plans dated 8/27/07 were considered as the basis of the scope and costs for the portion of the line from Dublin Road west through the plant site and ending at Moore Road (Attachment #1). N/A~~

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009

- ~~? The water main along South Section Line Road and Butts Road is assumed to be just outside of the edge of pavement. Pavement repair is included for impacted areas only (trench restoration). Resurfacing or repair of larger areas is not included. N/A~~
- ~~? Research with Deleo indicates that there is a 10" AC water main in the area near Section Line Rd. and Butts Rd. Costs for demolishing, abandoning or transferring existing taps from the existing line are not included. N/A~~
- ? ~~Waterline costs are based on Deleo specifications. N/A~~
- ? Boring and jacking of Highland Dr., South Section Line Rd., Riverside Dr. and Dublin Rd. is included.
- ~~? Complete shutdown (no flaggers) of Butts Rd. has been assumed during the installation of the water main and shall be permitted. N/A~~
- ? Pipe material for the reservoir crossing (all lines) shall be ductile iron river crossing pipe. Construction of all lines across the reservoir shall be by open cut. The scope and cost do not include tunneling or directional drilling.
- ~~? Pipe material for the water main (except at river crossing) shall be ductile iron per Deleo standards. N/A~~
- ? Construction of the 12" force main is included in this scope for the limits identified in the Design Services Scope.
- ? Construction of the 4" effluent line and 6" back-up force main is included in this scope for the limits identified in the Design Services scope.
- ? The scope and cost for this change is based on the construction of this Change Order Work beginning no later than March 15, 2010. If required and as supported by cost information, a cost amendment will be approved if this date is not met due to excessive review and approval times, scope changes due to regulatory requirements or for other reasons outside of the Design-Builder's control. All costs shall be supported by reasonable back-up information. If the Developer and Design-Builder are unable to agree on a cost amendment, then the Developer may terminate the Change Order in accordance with Paragraph 16.3 of the Design-Build Agreement (Termination by Developer Without Cause). Design information will remain the property of the Developer. In the event of Termination, Design-Builder shall not be considered the engineer of record and shall not assume any liability for the accuracy and completeness of the design information. The total cost liability for the Developer prior to completion of design and receipt of applicable permits and approvals shall be limited to the cost incurred by the Design-Builder, up to a maximum amount of Fifty Six Thousand Five Hundred Dollars (\$56,500.00), excluding permit fees.
- ~~? The cost for a water booster pump station at or near Section Line Rd. is NOT included. Backfill for the 16" water main in pavement areas shall be granular type per the Delaware County Engineer standard drawings (CDF not included).~~
- ? The Developer reserves, with the approval of the County, the right to exclude the design and building of the following items from this Change Order:
- 1) The 4" effluent main and 6" force main from the west side of the O'Shaughnessy Reservoir to the Lower Scioto Water Reclamation Facility. The Design-Builder shall agree to deduct Three Hundred Seventy Nine Thousand Dollars (\$379,000.00) from the Change Order Price if this scope is excluded.
  - 2) The 4" effluent main only from the west side of the O'Shaughnessy Reservoir to the Lower Scioto Water Reclamation Facility. The Design-Builder shall agree to deduct One Hundred Thirty Two Thousand Dollars (\$132,000.00) from the Change Order Price if this scope is excluded.
  - 3) The 6" force main and the 4" effluent across the O'Shaughnessy Reservoir. The Design-Builder shall agree to deduct Two Hundred Ninety Thousand Dollars (\$290,000.00) from the Change Order Price if this scope is excluded.
  - 4) The 4" effluent main only across the O'Shaughnessy Reservoir. The Design-Builder shall agree to deduct Sixty Eight Thousand Four Hundred Dollars (\$68,400.00) from the Change Order Price if this scope is excluded.
- The Developer shall notify the Design-Builder of exclusion of this scope within one (1) month of the execution of this Change Order.
- ? The Developer reserves, with the approval of the County, the right to add the design and construction of the following item from this Change Order:
- 1) The flow meter outside of the Pretreatment Building, nine (9) stainless steel air release valves in water tight hatched vaults, as-built elevations at each pipe joint, and tracer wire on PVC pipe sections. The Design-Builder shall agree to add this scope of work for an additional price of One Hundred Thirty Nine Thousand Dollars (\$139,000.00). This cost shall be added to the current change order price.
  - 2) Permit fees for applicable regulatory agencies. The Design Builder shall agree to add this scope of work for an additional price of Thirty Thousand Dollars (\$30,000.00).

**General Items:**

- ? The Schedule of Values (Attachment #5) is attached.
- ? The Change Order Completion Timeline and a CPM schedule are attached (Attachments #6 and #6A). The items and durations included in the timeline serve as the basis of the Change Order price. Considering execution of this Change Order no later than June 12, 2009 and commencement of construction no later than March 15, 2010, the Completion Date for the scope of work described in this Change Order is January 6, 2011. Completion dates for work outside of this Change Order scope remain unchanged.

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009**

- ? *The Proposed Open Cut Installation Method document (July 26, 2007) and Drawing OHSAUG-101 (July 11, 2007) are attached as a general description of the proposed method for crossing the O'Shaughnessy Reservoir (Attachments 7 and 8).*
- ? *The Design-Builder expressly warrants that for a period of twelve (12) months following the completion of this Change Order Work and final acceptance by the Developer and the County, the Change Order Work will be free from defects in design, construction, material and workmanship. No warranties of any kind beyond this period will apply to this Change Order Work.*
- ? *Design-Builder is aware of the existing private and public utilities that the proposed improvements may cross or conflict with and has incorporated the resolution of these conflicts and/or crossings in its price.*
- ? *Design-Builder shall restore grounds or lands in which the work takes place to a condition equal to the condition that existed prior to beginning construction or as required as conditions of easement agreements.*
- ? *Design-Builder has included costs for sediment and erosion control in his price and understands that he is solely responsible for providing and paying for sediment and erosion control as required by the applicable regulatory agencies.*
- ? *Design-Builder acknowledges that he will be working within a flood control and water supply reservoir. Design-Builder has researched the historical water levels, flows and discharges of the waterway system and waives its right to make claims in regards to weather related events and/or delays.*
- ? *Construction will commence upon receipt of all required approvals and permits for the Change Order Work. Construction, inspection (including testing) and acceptance of the sanitary improvements will follow the requirements of the Delaware County Sanitary Engineer and the Board of Commissioners. If the design, permitting and approval process for the Change Order Work occurs in less time than considered in the Change Order Completion Timeline and the CPM schedule (Attachments #6 and #6A), construction will commence early, barring any adverse weather or other reasonable items prohibiting the start of the Change Order Work. Commencement of construction shall require written authorization by the Developer*
- ? *The construction of the water main, force mains and effluent main as provided within this Change Order shall be completed concurrently.*
- ? *Kokosing has met with Delaware County and Delaware County Sanitary Engineer and is satisfied that it can proceed with this Change Order Work under the Scope as outlined herein.*

*The total cost liability for the Developer prior to completion of design and receipt of applicable permits and approvals shall be limited to the cost incurred by the Design-Builder, up to a maximum amount of Fifty Six Thousand Five Hundred Dollars (\$56,500.00), excluding permit fees.*

*(A copy of the change order Exhibits are available in the Commissioners' Office until no longer of administrative value).*

**Vote on Motion NO VOTE TAKEN ON THIS PRESENTED VERSION**

**RESOLUTION NO. 09-708**

**IN THE MATTER OF APPROVING AS AMENDED WITH RESOLUTION NO. 09-711 THE CHANGE ORDER FOR THE LOWER SCIOTO WASTEWATER TREATMENT FACILITY:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve as amended with Resolution NO. 09-711 the change order for the Lower Scioto Wastewater Treatment Facility.

Lower Scioto Water Reclamation Facility  
June 12, 2009  
Phase I (1.4 MGD)

Change Order No. 9, Part B – Force Mains & Effluent Main  
Design-Build Agreement (11/30/07)  
Kokosing Construction Company, Inc.  
Concord/Scioto Development, LLC

**LOWER SCIOTO AREA FORCE MAINS AND EFFLUENT MAIN**

--- PRICE, SCOPE AND CLARIFICATIONS ---

This Project is known as the Lower Scioto Area Force Mains and Effluent Main and is further described in the attachments numbered 1 through 6 and as further defined in the Plans and Specifications of the Project to be submitted by Kokosing Construction Company, Inc.

It is recognized and acknowledged that the Change Order sum is based upon providing complete, the improvements contemplated herein and as defined by attachments numbered 1 through 6 and the Construction Plans and Specifications. In the event that the County does not pursuant to Article VIII(f)(2) of the Intergovernmental Agreement approve, without modification, the Construction Plans and Specifications, neither party shall have any further obligation hereunder and this Agreement shall be of no further force nor effect.

It is understood between Concord/Scioto Development, LLC (Developer) and Kokosing Construction Company

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009**

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(Design-Builder) all the terms and conditions of the Design-Build Agreement dated November 1, 2007 by and between Concord/Scioto Development, LLC and Kokosing Construction Company, Inc. shall remain in full force and effect with respect to this Change Order.

All work must comply with the Delaware County Regional Sewer District's specifications available at the time of the original proposal (October 2008). Pending cost approval, the scope of work shall also consider stainless steel air release valves, tracer wire on PVC pipe systems and water tight air release vaults (with water tight hatches).

In any instance when the terms and conditions of the Design-Build Agreement and this Change Order are in conflict, the terms and conditions of the Design-Build Agreement shall prevail. Moreover, the meaning of the term "site", as used in Paragraph 6.1 of the Design-Build Agreement, shall, for the purposes of this Change Order, be expanded to include the physical location of any and all work described in this Change Order. Design-Builder further represents that it has allocated within the Change Order Price as set forth herein sufficient amounts to fully complete the Project as generally described herein in accordance with the approved plans and specifications and all permit and easement conditions, whether or not each and every required component is graphically or literally depicted in the Contract Documents. Construction risks relating to the site, including the condition of the soil and the subsurface which may result in additional costs to complete the Project are the sole responsibility of the Design-Builder. Accordingly, the Design-Builder acknowledges that it has had an adequate opportunity to undertake, and has undertaken, such geotechnical investigations as it, in its sole discretion deems necessary to gain a full and complete understanding of the subsurface conditions on the project site, including both the soil and water characteristics and that it is not relying upon any information provided by the Developer with respect to such conditions. Accordingly, Design-Builder hereby acknowledges that it is accepting all risk associated with the discovery of such subsurface conditions and accordingly waives any and all claims associated with the subsurface conditions at the project site, including, but not limited to, those that may differ from the information obtained by the Developer through its geotechnical evaluation and those that may differ from the conditions that may ordinarily be encountered in the geographic area of the Project. Where specific clarifications regarding the warranty, scope of Work and materials are included in this Change Order, these clarifications supersede provisions of the current Design-Build Agreement as they apply to this Change Order Work.

**Price (Part B – Force Mains and Effluent Main Only):**

The following services shall be provided for the Lump Sum price of Two Million Four Hundred Twelve Thousand Five Hundred Eighty Five Dollars (**\$2,412,585.00**).

**Design Services:**

- ? Design of 12" Force Main (Connect to the appropriate piping at proposed Butts Road Pump Station and continue west and connect into the appropriate piping at the LSWRF – *Attachment #2*)
- ? Design of 6" Back-up Force Main ( Connect to the appropriate piping at proposed Butts Road Pump Station and continue west and connect into the appropriate piping at the LSWRF – *Attachment #2*)
- ? Design of 4" Effluent Main (Start at proposed Butts Road Pump Station at a point determined by the Sanitary Engineer and continue west to the LSWRF – *Attachment #1*)
- ? Design Builder has included all design and permitting costs, including the application preparation of permits, required by the Army Corps of Engineers to obtain a permit to install the subject improvements. Permit fees are not included.
- ? Permit or approval application preparation for ~~Deleo~~, Delaware County Engineer, Delaware County Sanitary Engineer and Ohio EPA are included. Applications shall be submitted by the Developer. Permit and review fees are not included in the base Change Order price. The fees can be added to the scope of this Change Order by accepting the optional additional price of \$30,000 described later in this document.
- ? Design-Builder acknowledges that through this agreement it is assuming the entire responsibility for designing all aspects of the work as generally described herein in a manner that meets the approval of the County and all governmental authorities having jurisdiction over the project.
- ? Construction of the force main(s) shall occur within existing rights-of-way or within easements that have already been obtained, and/or on property currently owned by the County or Developer. All easement and/or property information has been provided to Kokosing by the Developer and is acceptable to Kokosing for purposes of its pricing in this Change Order and Kokosing is relying upon this information in determining its price.
- ? No subsurface investigation costs are included for the O'Shaughnessy crossings and work west of the reservoir. The subsurface investigation report for the O'Shaughnessy Reservoir Crossing and work west of the Reservoir has been provided to Kokosing and is acceptable to Kokosing for purposes of its pricing in this Change Order and Kokosing is relying upon this information in determining its price. .
- ? The Developer shall submit all permit and review requests to other regulatory agencies and reviewing entities within twenty (20) days of the receipt of the submittal package from Kokosing. County review of these permit applications and other review packages shall occur within this time. The Developer and the County shall cooperate with regulatory agencies and other reviewing entities to facilitate timely review and approval.
- ? The Developer shall obtain from the County the calculations and other supporting information regarding the size of the proposed 12" force main. This size has been considered at the direction of the County. The Ohio EPA Permit to Install application will require the design flow and capacity information considered as the basis of this selection.

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009**

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- ? The Design-Builder shall provide design calculations and all other required supporting information considered for the pipe material and joint lengths for all portions of the project for approval. This information shall be made available during design meetings with the County .
- ? All materials, design calculations and supportive information shall be approved by the County, the City of Columbus, OEPA and the ACOE (as applicable)..

**Construction Services:**

- ? Boring and jacking of Dublin Rd. is included.
- ? Pipe material for the reservoir crossing (all lines) shall be ductile iron river crossing pipe. Construction of all lines across the reservoir shall be by open cut. The scope and cost do not include tunneling or directional drilling.
- ? Construction of the 12" force main is included in this scope for the limits identified in the Design Services Scope.
- ? Construction of the 4" effluent line and 6" back-up force main is included in this scope for the limits identified in the Design Services scope.
- ? The scope and cost for this change is based on the construction of this Change Order Work beginning no later than March 15, 2010. If required and as supported by cost information, a cost amendment may be approved if this date is not met due to excessive review and approval times, scope changes due to regulatory requirements or for other reasons outside of the Design-Builder's control. All costs shall be supported by reasonable back-up information. The Developer may terminate the Change Order in accordance with Paragraph 16.3 of the Design-Build Agreement (Termination by Developer Without Cause). Design information will remain the property of the Developer. Design Builder shall provide all work product to the developer within 15 days of termination. In the event of Termination, Design-Builder shall not be considered the engineer of record and shall not assume any liability for the accuracy and completeness of the design information. The total cost liability for the Developer prior to completion of design and receipt of applicable permits and approvals shall be limited to the cost incurred by the Design-Builder, up to a maximum amount of Fifty Six Thousand Five Hundred Dollars (\$56,500.00), excluding permit fees.
- ? The Developer reserves , with the approval of the County, the right to exclude the design and building of the following items from this Change Order:
  - 5) The 4" effluent main and 6" force main from the west side of the O'Shaughnessy Reservoir to the Lower Scioto Water Reclamation Facility. The Design-Builder shall agree to deduct Three Hundred Seventy Nine Thousand Dollars (\$379,000.00) from the Change Order Price if this scope is excluded.
  - 6) The 4" effluent main only from the west side of the O'Shaughnessy Reservoir to the Lower Scioto Water Reclamation Facility. The Design-Builder shall agree to deduct One Hundred Thirty Two Thousand Dollars (\$132,000.00) from the Change Order Price if this scope is excluded.
  - 7) The 6" force main and the 4" effluent across the O'Shaughnessy Reservoir. The Design-Builder shall agree to deduct Two Hundred Ninety Thousand Dollars (\$290,000.00) from the Change Order Price if this scope is excluded.
  - 8) The 4" effluent main only across the O'Shaughnessy Reservoir. The Design-Builder shall agree to deduct Sixty Eight Thousand Four Hundred Dollars (\$68,400.00) from the Change Order Price if this scope is excluded.

The Developer shall notify the Design-Builder of exclusion of this scope within one (1) month of the execution of this Change Order.

- ? The Developer reserves, with the approval of the County, the right to add the design and construction of the following item from this Change Order:
  - 3) The nine (9) stainless steel air release valves in water tight hatched vaults, as-built elevations at each pipe joint, and tracer wire on PVC pipe sections. The Design-Builder shall agree to add this scope of work for an additional price of Fifty Thousand Dollars (\$50,000.00). This cost shall be added to the current change order price.
  - 4) Permit fees for applicable regulatory agencies. The Design Builder shall agree to add this scope of work for an additional price of Thirty Thousand Dollars (\$30,000.00).

**General Items:**

- ? The Schedule of Values (*Attachment #3*) is attached.
- ? The Change Order Completion Timeline and a CPM schedule are attached (*Attachments #4 and #4A*). The items and durations included in the timeline serve as the basis of the Change Order price. Considering execution of this Change Order no later than June 12, 009 and commencement of construction no later than March 15, 2010, the Completion Date for the scope of work described in this Change Order is July 15, 2010. Completion dates for work outside of this Change Order scope remain unchanged.
- ? The Proposed Open Cut Installation Method document (July 26, 2007) and Drawing OHSAUG-101 (July 11, 2007) are attached as a general description of the proposed method for crossing the O'Shaughnessy Reservoir (*Attachments 5 and 6*).
- ? The Design-Builder expressly warrants that for a period of twelve (12) months following the completion of this Change Order Work and final acceptance by the Developer and the County, the Change Order Work will be free from defects in design, construction, material and workmanship. No warranties of any kind beyond this period will apply to this Change Order Work.

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009**

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- ? Design-Builder is aware of the existing private and public utilities that the proposed improvements may cross or conflict with and has incorporated the resolution of these conflicts and/or crossings in its price.
- ? Design-Builder shall restore grounds or lands in which the work takes place to a condition equal to the condition that existed prior to beginning construction or as required as conditions of easement agreements.
- ? Design-Builder has included costs for sediment and erosion control in his price and understands that he is solely responsible for providing and paying for sediment and erosion control as required by the applicable regulatory agencies.
- ? Design-Builder acknowledges that he will be working within a flood control and water supply reservoir. Design-Builder has researched the historical water levels, flows and discharges of the waterway system and waives its right to make claims in regards to weather related events and/or delays.
- ? Construction will commence upon receipt of all required approvals and permits for the Change Order Work. Construction, inspection (including testing) and acceptance of the sanitary improvements will follow the requirements of the Delaware County Sanitary Engineer and the Board of Commissioners. If the design, permitting and approval process for the Change Order Work occurs in less time than considered in the Change Order Completion Timeline and the CPM schedule (Attachments #4 and #4A), construction will commence early, barring any adverse weather or other reasonable items prohibiting the start of the Change Order Work. Commencement of construction shall require written authorization by the Developer
- ? Kokosing has met with Delaware County and Delaware County Sanitary Engineer and is satisfied that it can proceed with this Change Order Work under the Scope as outlined herein.
- ? The total cost liability for the Developer prior to completion of design and receipt of applicable permits and approvals shall be limited to the cost incurred by the Design-Builder, up to a maximum amount of Fifty Six Thousand Five Hundred Dollars (\$56,500.00), excluding permit fees.

(A copy of the change order Exhibits are available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-709**

**IN THE MATTER OF APPROVING A RECESS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to recess session.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-710**

**IN THE MATTER OF RECONVENING SESSION:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to reconvene session.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-711**

**IN THE MATTER OF AMENDING BY SUBSTITUTION THE CHANGE ORDER FOR THE LOWER SCIOTO WASTEWATER TREATMENT FACILITY PRESENTED FOR CONSIDERATION IN RESOLUTION NO.09-708:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to amend by substitution the change order for the Lower Scioto Wastewater Treatment Facility presented for consideration in Resolution No.09-708.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-712**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2009

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners