

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

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

**Present:**

**Dennis Stapleton, President**

**Ken O'Brien, Vice President**

**Tommy Thompson, Commissioner**

**10:30 AM Final Hearing By The Commissioners For The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6  
Subdivision Drainage Petition Project**

**RESOLUTION NO. 12-1368**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 13, 2012:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 13, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 12-1369**

**PROCLAMATION RECOGNIZING DENNIS BELL'S SERVICE ON THE DELAWARE COUNTY PORT AUTHORITY BOARD:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, on April 24, 2006, the Delaware County Board of Commissioners, per Resolution 06-506, created the Delaware County Port Authority.

Whereas, the Delaware County Port Authority is governed by a five-member Board of Directors.

Whereas, Resolution 06-506 appointed Dennis Bell as an initial member.

Whereas, Dennis Bell has served for over six years; two terms were as chairman.

Whereas, the following projects totaling approximately \$450 million in investment highlighted Dennis Bell's tenure as a board member and chairman:

1. CitiGroup Data Center
2. Columbus Zoo Polar Bear Exhibit
3. Columbus Zoo Parking Lot
4. Air Waves, Lewis Center

NOW THEREFORE, in recognition of Dennis Bell's six years of service on the Delaware County Port Authority, the Delaware County Board of Commissioners hereby recognize Dennis Bell for his exemplary service to Delaware County.

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

**RESOLUTION NO. 12-1370**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1214:**

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It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1214 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Account	Amount	Line
R1206687	XYLEM WATER SOLUTIONS USA INC	CP-3300.181 SUBMERSIBLE PUMP	66611904 - 5450	\$53,056.00	0001

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

**RESOLUTION NO. 12 -1371**

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Child Support Enforcement Agency is requesting that Erynn Ringle attend a Paternity Training in Columbus, Ohio January 30, 2013, at no cost.

The Engineer's Office is requesting that Chris Bauserman attend Various NACE, ARRA and CEAO Conferences in various locations on various dates throughout 2013 in the amount of \$7,200.00 (fund motor and gas).

The Engineer's Office is requesting that Rob Riley attend Various NACE, ARRA, MORPC, TAC and ODOT Conferences in various locations on various dates throughout 2013 in the amount of \$3,625.00 (fund motor and gas).

The Engineer's Office is requesting that Mike Metzger attend a Mix Design Technology Certification in Lexington Kentucky January 21-25, 2013 in the amount of \$1,965.00 (fund motor and gas).

The Facilities Department is requesting that Jon Melvin attend an Ohio Energy Management Conference in Columbus, Ohio February 19-20, 2013; at the cost of \$515.00 (fund 10011105).

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

**RESOLUTION NO. 12-1372**

**IN THE MATTER OF APPROVING A PERMANENT EASEMENT, ESTABLISHING A MAINTENANCE ACCOUNT AND APPROVING MAINTENANCE ASSESSMENTS FOR THE PEACHBLOW/CONNOR LANE DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend establishing the Drainage Maintenance Account, approving the Drainage Maintenance Easements and approving the maintenance assessments;

RE: Peachblow/Connor Lane Drainage Improvement Project  
Maintenance Assessments, Drainage Maintenance Account  
Drainage Maintenance Easement

Please accept this request to finalize the first year maintenance assessments, establish the drainage maintenance account and approve the drainage maintenance easements per ORC section 6131 and 6137. The following information may be used to initiate the account:

Name: Peachblow/Connor Lane  
Account: 1209  
Organization: 21911401  
Amount: \$6033.97

Please note the above referenced dollar amount will be collected via special maintenance assessment beginning in 2014 and is NOT a construction assessment. (Copy available in the Commissioners' Office until no longer of administrative value)

**Maintenance Easement Description: (Map available at Engineer's Office)**

Beginning at Point A at a catch basin on the south side of Peachblow Road and extending downstream to Point F at the intersection of the Havens #503 open channel and the property line for Delaware County parcel 41833001031000:

Points A to B:  
10 feet left of subsurface drain  
10 feet right of subsurface drain

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Points B to C  
 15 feet left of top of bank  
 25 feet right of top of bank

Points C to D  
 25 feet left of subsurface drain  
 15 feet right of subsurface drain

Points D to E  
 25 feet left of top of bank  
 25 feet right of top of bank

Points E to F  
 25 feet left of top of bank  
 25 feet right of top of bank

THEREFORE BE IT RESOLVED, that the Commissioners establish the Drainage Maintenance Account, approve the Drainage Maintenance Easements and approve the maintenance assessments for the Peachblow/Connor Lane Drainage Improvement Project.

Further Be It Resolved, that the Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of the money is determined.

Be It Further Resolved, that the Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate of the installment.

As this project came in under the estimate, some property owners, who paid in advance are due a refund, in addition several property owners whose total cost is below the minimum \$10.00 requirement will be increased to meet that requirement.

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

**RESOLUTION NO. 12-1373**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR30-06.72 SUNBURY ROAD BRIDGE OVER BIG WALNUT CREEK:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement known as DEL-CR30-06.72 Sunbury Road Bridge over Big Walnut Creek, which includes the replacement of a structurally deficient bridge and roadway approach work, including guardrail, sidewalks, traffic signals, street lighting and traffic control devices, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$2,394,000

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the project known as DEL-CR30-06.72 Sunbury Road Bridge over Big Walnut Creek are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice  
 Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 22, 2013, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR30-06.72  
 Sunbury Road Bridge over Big Walnut Creek

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR DEL-

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CR30-06.72". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before October 15, 2013. The estimated commencement of work date is April 1, 2013. The Owner further requires that Sunbury Road be reopened to traffic without restriction within 180 calendar days of closure, and an Incentive/ Disincentive of \$1,500 per calendar day shall be assessed for early or late completion.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 28, 2012  
January 4, 2013

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

**RESOLUTION NO. 12-1374**

**IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

**Weight Limit Reductions**

Whereas, The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic, and

Whereas, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

Therefore, Be It Resolved, that the Board of Commissioners reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with Section 5577.07 of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

**2013 POSTED ROADS**

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	102	ARMSTRONG		
TOWNSHIP	107	BALE KENYON		
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	75	BERKSHIRE		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	139	CLARK SHAW		

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TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	132	COOK		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	104	DUSTIN	SR 315	OLD 3 C
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	216	HUDSON		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	149	KLONDIKE		
TOWNSHIP	61	LANE		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	114	ORANGE, W	SR 315	US 23
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	54	PLANTATION		
TOWNSHIP	88	PLUNKETT		
TOWNSHIP	101	POLLOCK		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	121	SELDOM SEEN	STATE ROUTE 257	SAWMILL PARKWAY
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	125	STEITZ	RUTHERFORD	HOME
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	SR 656	PORTER CENTRAL
TOWNSHIP	56	WILSON	CARTER'S CORNER	SR 61

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

**RESOLUTION NO. 12-1375**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE FOLLOWING ENGINEERING MATERIALS: 2013 CONCRETE PIPE; 2013 GUARDRAIL INSTALLATION; 2013 PLASTIC SEWER PIPE; 2013 (2013) READY MIX CONCRETE; 2013 STONE AGGREGATE; AND 2013 TREE CLEARING:**

It was moved by Mr. Thompson, and seconded by Mr. Stapleton to approve the following:

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following engineering materials: 2013 CONCRETE PIPE; 2013 GUARDRAIL INSTALLATION; 2013 PLASTIC SEWER PIPE; 2013 READY MIX CONCRETE; 2013 STONE AGGREGATE; AND 2013 TREE CLEARING;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2013 CONCRETE PIPE; 2013 GUARDRAIL INSTALLATION; 2013 PLASTIC SEWER PIPE; 2013 READY MIX CONCRETE; 2013 STONE AGGREGATE; AND 2013 TREE CLEARING

**2013 CONCRETE PIPE**

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**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 15, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Concrete Pipe Material Supply Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Concrete Pipe".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 28, 2012  
January 4, 2013

**SPECIFICATIONS  
2013 Concrete Pipe  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

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**MATERIAL SPECIFICATIONS**

2010 ODOT Construction and Material Specifications (CMS) 706.02, 706.04

**MISCELLANEOUS TERMS AND CONDITIONS**

Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person from whose acts any of them may be liable.

Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**2013 GUARDRAIL INSTALLATION**

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on January 15, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Guardrail Installation Annual Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Guardrail Installation".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 28, 2012  
January 4, 2013

**SPECIFICATIONS  
2013 Guardrail Installation  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform installation of guardrail at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2010 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

**Item Special, Traffic Control.** The requirements of 614 shall apply. If the work or portions thereof is performed while the roadway is open to traffic, provide all necessary labor and equipment to maintain traffic within the work area in substantial conformance with the current edition of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) Section 7H. Flaggers and all necessary advanced warning construction signs shall be provided as a part of this item.

**Item 209, Reshaping Under Guardrail.** The limits of reshaping guardrail shall be limited to 5 feet in front of and behind the face of guardrail. A maximum of 10 cubic yards of excavation or embankment per station (100 feet) shall be required for this work. The Department shall make additional compensation for work in excess of these limits.

**Item 624, Mobilization.** Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

**Item 202, Guardrail Removed.** Removal of existing guardrail or anchor assemblies shall be measured from the



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first to last post or ground mounted anchor.

**OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS**

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Guardrail, Type 5 and 5A and miscellaneous parts** –GR-1.1, 1.2, 1.3 and 2.1
2. **Guardrail, Type 5 with Double Rails** –GR-2.4
3. **Guardrail, Type 5 with Tubular Backup** – SGR-2.2
4. **Guardrail, 25' Long Span** – GR-2.3
5. **Guardrail, Long Span over Culvert (12'-6" or 18'-9")** – GR-2.4
6. **Bridge Terminal Assemblies Type 4 and Type TST** – SCD GR-3.4 (Type 4) and GR-3.6 (Type TST)
7. **Anchor Assemblies Types A, T, B and E** – SCD GR-4.1 (Type A), GR-4.2 (Type T), Syro Inc. SS444, SS425M or Road Systems, Inc. FLT-M (Type B) and Syro Inc. SS265, SS142, SS14, SS158 or Road Systems, Inc. SKT-4M (Type E)

**PREVAILING WAGE RATES**

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**Findings for Recovery:** Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**2013 PLASTIC SEWER PIPE**

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

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Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 15, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Plastic Sewer Pipe Annual Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Plastic Sewer Pipe".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:

December 28, 2012

January 4, 2013

**SPECIFICATIONS  
2013 Plastic Sewer Pipe  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**MATERIAL SPECIFICATIONS**

2010 ODOT Construction and Material Specifications (CMS) 707.31, 707.33, 707.42, 707.65, 707.69

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Couplers and fittings including reducers, tees, wyes, and caps are not included in this bid and shall be paid for at a negotiated unit price.

**MISCELLANEOUS TERMS AND CONDITIONS**

Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**2013 READY MIX CONCRETE**

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 15, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Ready Mix Concrete Material Supply Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Ready Mix Concrete".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

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No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 28, 2012  
January 4, 2013

**SPECIFICATIONS  
2013 Ready Mix Concrete  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**MATERIAL SPECIFICATIONS**

2010 ODOT Construction and Material Specifications (CMS) 499, 613 and 705.12  
All chemical admixtures shall be on ODOT's Qualified Products List (QPL)

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

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Indemnification for Accidents: The Contractor shall hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including but not limited to, the loss of use resulting therefrom or delay, acceleration, or loss of productivity caused in whole or part by the negligence of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

## **2013 STONE AGGREGATE**

### **Public Notice Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 15, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Stone Aggregate Material Supply Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Stone Aggregate".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 28, 2012  
January 4, 2013

### **SPECIFICATIONS 2013 Stone Aggregate Material Supply Contract Delaware County, Ohio**

#### **GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

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MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

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The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**MATERIAL SPECIFICATIONS**

2010 ODOT Construction and Material Specifications (CMS) 703.01, 703.05, 703.17, 703.18, 703.19

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Indemnification for Accidents:** The Contractor shall hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including but not limited to the loss of use resulting therefrom or delay, acceleration, or loss of productivity caused in whole or part by the negligence of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

**Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.



**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

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Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**2013 TREE CLEARING**

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on January 15, 2013, at which time they will be publicly opened and read aloud, for the project known as 2013 Tree Clearing Annual Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2013 Tree Clearing".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
December 28, 2012  
January 4, 2013

**SPECIFICATIONS  
2013 Tree Clearing  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

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As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

**GENERAL REQUIREMENTS**

The Owner shall mark the areas to be cleared and grubbed and/or mark the individual trees to be removed or saved. Marking shall be done using paint markings, stakes or other acceptable methods. The Contractor shall perform a field review of the work site and shall provide a written quotation for the work based on the unit prices in this contract.

Upon receiving authorization to proceed, the Contractor shall perform the work in an expeditious manner under the supervision of the Owner. The Contractor shall exercise caution in performing its work to avoid damage to real estate, personal property and utilities. Traffic control shall be provided by the Owner.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2010 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

**Item 201, Clearing and Grubbing.** This item shall consist of clearing and grubbing all trees 12 inches or smaller in diameter when measured as specified in 201.05 and all surface objects, brush, roots and other protruding obstructions not designated to remain by the Engineer. This item shall be measured by the number of acres cleared and grubbed to the satisfaction of the Owner. All other vegetative material removed shall be hauled away and properly disposed of off-site.

**Item 201, Tree Removed.** This item shall consist of clearing and grubbing all trees over 12 inches in diameter including hauling away and disposing of trees and stumps off-site. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

**Item 201, Stump Removed.** This item shall consist of removing stumps 6 inches below ground surface. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

**TABLE 201.05-1**

<b>Tree or Stump Diameter</b>	<b>Pay Item Designation</b>
Over 12 inches to 24 inches	18-inch size
Over 24 inches to 36 inches	30-inch size
Over 36 inches to 60 inches	48-inch size
Over 60 inches	60-inch size
Over 0.3 m to 0.6 m	0.5 m size
Over 0.6 m to 0.9 m	0.8 m size
Over 0.9 m to 1.5 m	1.2 m size
Over 1.5 m	1.5 m size

**Item 624, Mobilization.** Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

**MISCELLANEOUS TERMS AND CONDITIONS**

**Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior,



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MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2012**

concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**BID PROPOSAL – BIDDERS SHALL COMPLETE THESE DOCUMENTS:**

- Bid Blank
- Certification of Bid
- Affidavit of Contractor or Supplier’s Non-Delinquency of Personal Property Taxes
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13
- Non-Discrimination Clause
- Non-Collusion Affidavit
- W-9 Request for Taxpayer Identification Number and Certification

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

**RESOLUTION NO. 12-1376**

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Director Emergency Medical Services recommends promoting Jordan Smith from a part-time paramedic to a full-time paramedic with the EMS Department; effective December 19, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Jordan Smith from a part-time paramedic to a full-time paramedic with the EMS Department; effective December 19, 2012.

The Director Emergency Medical Services recommends promoting Matthew Wortz from a part-time paramedic to a full-time paramedic with the EMS Department; effective December 20, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve promote Matthew Wortz from a part-time paramedic to a full-time paramedic with the EMS Department; effective December 20, 2012.

The Director of Job and Family Services recommends hiring Jason Cory Lambert as the Workforce Development Supervisor for the JFS Department; effective January 7, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Jason Cory Lambert as the Workforce Development Supervisor for the JFS Department; effective January 7, 2013.

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

**RESOLUTION NO. 12-1377**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
10011301-5001	10011107-5301	
Code Compliance/Compensation	Zoning/Prof Services	600.00
10011301-5001	10011301-5301	
Code Compliance/Compensation	Code Compliance/Prof Services	4,250.00
10040421-5410	10040421-5601	
Road & Bridge/Capital Projects	Road & Bridge/Grants	500,000.00

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**Supplemental Appropriation**

10040421-5601	Road & Bridge/Grants	2,500,000.00
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Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye
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**RESOLUTION NO. 12-1378**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 9:57AM.

Vote on Motion	Mr. Stapleton	Aye	Mr. Thompson	Aye	Mr. O'Brien	Aye
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**RESOLUTION NO. 12-1379**

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:04AM.

Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye
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**DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT  
CONSERVATION BOOSTER AWARD**

**RESOLUTION NO. 12-1380**

**10:30AM FINAL HEARING FOR THE OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE MAINTENANCE PETITION PROJECT:**

It was moved by Mr. Stapleton, seconded by Mr. Thompson to open the hearing at 11:08AM.

Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Thompson	Aye
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**RESOLUTION NO. 12-1381**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye
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**RESOLUTION NO. 12-1382**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE MAINTENANCE PETITION PROJECT:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing at 11:15AM.

Vote on Motion	Mr. Thompson	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye
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**RESOLUTION NO. 12-1383**

**IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE ASSESSMENTS FOR THE OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE MAINTENANCE PETITION PROJECT:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, on February 29, 2012, a Drainage Petition for The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Ditch Maintenance Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on August 6<sup>th</sup>, 2012 with Resolution 12-788 directed The Delaware County Engineer To

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Proceed With Preparation Of Plans, Reports, And Schedules For the Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Drainage Maintenance Project, and

Whereas, the Board on December 17, 2012, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Drainage Maintenance Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

**-December 18<sup>th</sup> DKMM Solid Waste Meeting; Full Board With A Lengthy Agenda**

**Commissioner Thompson**

**-Upcoming Community Action Meeting**

**Commissioner Stapleton**

**-No Additional Comments**

There being no further business, the meeting adjourned.

**1:15PM WORK SESSION**

**BUDGET DISCUSSION ON YEAR 2013 APPROPRIATIONS**

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Ken O'Brien

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners