

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 20, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 15-462

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 16, 2015:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 16, 2015; 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. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

George Kaitsa, County Auditor

RESOLUTION NO. 15-463

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0417, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0417:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0417, memo transfers in batch numbers MTAPR0417 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
USA Blue Book	Refrigerated Sampler Hoover Woods	66211909-5450	\$ 6,706.00
HACH Co	Flow Meters Regional Sewer District	66211901-5450	\$49,825.98

<u>PR #</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1503001	PELTON ENVIRONMENTAL PRODUCTS	DIFFUSER MEMBRANE REPLACEMENT AERATION	66211904-5428	\$66,641.57
R1503173	EPS	LIGHTNING STRIKE 04.09.15	60111901 - 5370	\$53,106.98
R1503194	OFFICE CITY EXPRESS INC	JOB AND FAMILY SERVICES TABLES & CHAIRS	22311614-5201	\$23,651.58
R1503196	MEMORIAL TOURNAMENT	MEMORIAL TOURNAMENT	21011113 - 5317	\$27,500.00
R1503198	COLOR WORLD HOUSE PAINTING INC	WILLIS - EXTERIOR PAINTING	40111402-5328	\$6,355.50

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-464

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

Environmental Services is requesting that John Hickman and Bill Johnson attend the Central Ohio Code Officials Association Training and Membership Meeting in Reynoldsburg, Ohio on May 22, 2015 at no cost.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-465

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK OF APRIL 19 NATIONAL CRIME VICTIMS' RIGHTS WEEK IN DELAWARE COUNTY:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

WHEREAS, Delaware County continues its efforts to prevent and respond to crime at every level, it will never neglect to show fairness, dignity, and respect to survivors of crime, and will honor them during National Crime Victims' Rights Week 2015.

WHEREAS, Delaware County will observe National Crime Victims' Rights Week from April 19 through April 25 by placing signs for each township on the lawn of the Delaware County Commissioners' Office. This display will serve as a powerful reminder that victims are not alone and healing is possible. Victims will also be honored through the Clothesline Project and with the 7th annual Walk-A-Mile-In-Her-Shoes event, scheduled for May 1. The Clothesline Project honors survivors of domestic violence, and the Walk-A-Mile event raises awareness about sexualized violence toward women.

NOW THEREFORE BE IT RESOLVED, It is with great respect that the Delaware County Commissioners express their admiration for those survivors of crime who have turned personal tragedies into triumph. As a community, we understand that crime has an impact, and we vow to demonstrate compassion and offer support for those who need it most. To those who serve -- our volunteers, law enforcement officers, prosecutors, victim service providers, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to victims helps to lessen the trauma and assist in personal recoveries... we offer our deepest gratitude.

FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, The week of April 19 through 25, 2015, is declared National Crime Victim's Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding, and compassion.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-466

IN THE MATTER OF APPROVING CONTRACT AMENDMENT #2 WITH COTT SYSTEMS, INC. FOR A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

Whereas, the Delaware County Recorder recommends approving the contract amendment #2 with Cott Systems Inc. for a comprehensive recording software solution for The Delaware County Recorder's Office;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract amendment #2 with Cott Systems Inc. for a comprehensive recording software solution for The Delaware County Recorder's Office.

**AMENDMENT #2
TO CONTRACT TO PROVIDE A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE**

This writing is Amendment #2 to the original Contract executed on April 18, 2011, by and between the Board of Commissioners, Delaware County, Ohio, the Delaware County Recorder, and Cott Systems, Inc..

Amendment #1, to the Contract was executed on May 19, 2014, pursuant to the Contract and Request for Bids, which extended the Contract Term for a one-year period ending on June 3, 2015.

By this Amendment #2, and pursuant to the original Contract, Amendment #1 and Request for Bids, the Contract Term is hereby extended for a one-year period until June 3, 2016, subject to the same terms and conditions provided in the original Contract.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-467

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR SLATE RIDGE COMMERCIAL SOUTH:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following agreement:

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Whereas, The Engineer recommends approving the Owner's Agreement for Slate Ridge Commercial South;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Slate Ridge Commercial South:

OWNER'S AGREEMENT
PROJECT NUMBER: 14035

THIS AGREEMENT, executed on this 20th day of April 2015 between **KERBLER FARMS, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SLATE RIDGE COMMERCIAL SOUTH**, further identified as Project Number 14035 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

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

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY-ONE THOUSAND SEVEN HUNDRED DOLLARS (\$61,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all

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material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,542,000
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 154,200
INSPECTION FEE DEPOSIT	\$ 61,700

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-468

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR MEADOWS AT LEWIS CENTER SECTION 2:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following agreement:

Whereas, The Engineer recommends approving the Owner's Agreement for Meadows at Lewis Center Section 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Meadows at Lewis Center Section 2:

OWNER'S AGREEMENT
PROJECT NUMBER: 13007

THIS AGREEMENT, executed on this 20th day of April 2015 between **JONES/LEWIS CENTER LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **MEADOWS AT LEWIS CENTER SECTION 2**, further identified as Project Number 13007 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

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

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

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It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$42,200)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,406,800
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 140,700
INSPECTION FEE DEPOSIT	\$ 42,200

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-469

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR HARVEST POINT:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following agreement:

Whereas, The Engineer recommends approving the Owner's Agreement for Harvest Point;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Harvest Point:

OWNER'S AGREEMENT
PROJECT NUMBER: 13057

THIS AGREEMENT, executed on this 20th day of April 2015 between **ROCKFORD HOMES**, hereinafter called "OWNER" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **HARVEST POINT**, further identified as Project Number 13057 is governed by the following considerations to wit:

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Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

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

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY-THREE THOUSAND DOLLARS (\$63,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

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CONSTRUCTION COST ESTIMATE	\$1,595,600
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 159,600
INSPECTION FEE DEPOSIT	\$ 63,000

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-470

IN THE MATTER OF APPROVING VACATION OF A DRAINAGE AND ACCESS EASEMENT IN OLENTANGY CROSSINGS SECTION 2:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

Whereas, due to the relocation of a pond in Lot 7354 of Olentangy Crossings Section 2, the drainage and access easements ("Easements") as recorded in Book 841, Pages 1390-1391, Recorder's Office, Delaware County, Ohio, fall within the location of a structure built within said Lot 7354; and

Whereas, said Easements have been determined by The Engineer to no longer be required as new easements have been recorded for Lot 7354 in Book 1286, Pages 103-110, Recorder's Office, Delaware County, Ohio; and

Whereas, The Engineer requests your approval to vacate said Easements.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage and Access Easements Vacation for Lot 7354 of Olentangy Crossings Section 2, Delaware County, Ohio as recorded in Book 0841, Pages 1390-1391, Recorder's Office, Delaware County, Ohio.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-471

IN THE MATTER OF DECLARING THE NECESSITY OF IMPROVEMENTS FOR THE PROJECT KNOWN AS 2015 DEL-COUNTY ROAD IMPROVEMENT PROGRAM, RESURFACING OF VARIOUS COUNTY AND TOWNSHIP ROADWAYS, APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that various roads within the County require resurfacing and pavement reconstruction and recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$2,368,000 for County portion; \$2,123,000 for Township portion; \$1,251,000 for OPWC Alternate Bid #1 portion (Townships).

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

Section 1: The public convenience and welfare require resurfacing and pavement reconstruction or various roads within Delaware County, and that the Improvement known as 2015 DEL-County Road Improvement Program, Resurfacing Various County and Township Roadways be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as 2015 DEL-County Road Improvement Program, Resurfacing of Various County and Township Roadways are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

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Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, May 12, 2015, at which time they will be publicly received and read aloud, for the project known as:

**2015 Delaware County Road Improvement Program
Resurfacing of Various County and Township Roadways**

All proposals shall be submitted electrically through the web service www.bidexpress.com. The 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.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices"

The Owner requires that all work associated with the project be completed before September 4, 2015. The estimated commencement of work date is May 25, 2015.

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: April 24, 2015

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-472

IN THE MATTER OF APPROVING A REAL ESTATE ACQUISITION SERVICES AGREEMENT WITH THE ROBERT WEILER COMPANY FOR THE PROJECT KNOWN AS S. OLD STATE ROAD, DEL-CR10-0.90:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

WHEREAS, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as S. Old State Road, DEL-CR10-0.90; and

Whereas, the County Engineer has selected the consulting firm of The Robert Weiler Company through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for S. Old State Road, DEL-CR10-0.90, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Real Estate Acquisition Services Agreement is hereby approved:

**DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement
S. Old State Road, DEL-CR10-0.90**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 20th day of April, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of The Robert Weiler Company, 10 North High Street, Columbus, Ohio 43215 ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

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Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass appraisal review services within Delaware County for the project known as S. Old State Road, DEL-CR10-0.90 as outlined in the Consultant's Scope of Services dated February 27, 2015.

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed Eighty-One Thousand One Hundred Dollars (\$81,100).
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Notwithstanding any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$81,100. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2016. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date the County receives the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements in accordance with Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final invoice for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant 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.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.

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- 13.7 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.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-473

IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRANSYSTEMS FOR DEL-HOME ROAD/SR 315:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

Whereas, the County Engineer recommends approval of the Contract Modification Number 1 between the Delaware County Board of Commissioners and TranSystems for DEL-Home Road/SR 315;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Contract Modification Number 1 between the Delaware Board of Commissioners and TranSystems for DEL-Home Road/SR 315 as follows:

PROFESSIONAL SERVICES CONTRACT
DEL-HOME ROAD/SR 315
Modification #1

Section 1 – Parties to the Agreement

This Modification #1 to the Agreement dated November 25, 2013 is made and entered into this 20th day of April, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of TranSystems, 1105 Schrock Road, Suite 400, Columbus, Ohio 43229 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator

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and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services for the project known as DEL-Home Road/SR 315 in accordance with the Scope of Services and Price Proposal dated April 7, 2015 agreed upon by the County and the Consultant, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Modification #1 shall be in accordance with the aforesaid Scope of Services and Price Proposal and shall be based on a lump sum fee not to exceed **Three Hundred Sixty-Five Thousand Two Hundred Fifty-Six Dollars (\$365,256)** as listed in the aforementioned Price Proposal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

The new total contract amount is therefore \$665,748 (\$300,492 [Original Contract] + \$365,256 [Modification #1])

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant,

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its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant 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 Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **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.

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

13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. O'Brien Nay Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-474

IN THE MATTER OF APPROVING A CONSTRUCTION CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND R&R PIPELINE FOR DEL-CR13-1.27 WATER LINE CONSTRUCTION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following agreement for DEL-CR13-1.27 Water Line Construction:

CONSTRUCTION CONTRACT
DEL-CR13-1.27 (Worthington Road) Water Line Construction

PARTIES TO THE AGREEMENT

Agreement made and entered into this 20th day of April, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and R&R Pipeline, Inc., 155 Dayton Rd, Newark, OH 43055, (“Contractor”).

SCOPE OF WORK

Contractor agrees to complete the work as specified in the work as described in the Proposal/Quote dated April 14, 2015 (the “Work”), by this reference hereby made part of this Agreement, and to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator.

COMPENSATION

Compensation for Work performed under this Agreement shall not exceed a maximum amount of \$35,139, and shall constitute full payment for all labor, equipment and materials required to complete the Work. Compensation shall be paid no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County shall pay invoices within thirty (30) days of receipt.

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AUTHORIZATION AND COMPLETION DATES

The Contractor shall commence Work upon written authorization of the Administrator and shall complete the work no later than May 1, 2015. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

SPECIFICATIONS – GENERAL PROVISIONS**ARTICLE 1 – DEFINITIONS**

Whenever the words defined in this article, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given herein.

Owner: The Delaware County Board of Commissioners (“County”) or their designated representative or any officer fully authorized to act for said Board.

Engineer: The Project Engineer so designated by the Delaware County Board of Commissioners assigned to administer the contract is the Delaware County Engineer.

Inspector: An authorized representative of the Delaware County Engineer’s Office assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

Contractor: The party entering into the Contract for the performance of the work required thereby, the legal representative of said party, or the agent appointed to act for said party in performance of the work.

Subcontractor: An individual, firm, or corporation who contracts with the Contractor to perform part or all of the latter’s contract.

Surety: The body corporate which is bound with and for the Contractor on the bond furnished in connection with this project, which bond forms a part of the Contract Documents.

Specifications: The definitions, instructions, descriptions, directions, provisions, and requirements contained herein and all written supplements thereof made, or to be made, pertaining to the Contract and the materials and workmanship to be furnished under the Contract.

Contract: All things contained in the specifications, drawings, proposal, agreement, and bond; also, all supplemental agreements which could reasonably be required to complete the construction contemplated. The above items shall be considered as one instrument forming the Contract. It is understood that all things contained or referred to in the Advertisement, General Information, Special Provisions, General Provisions, Detailed Specifications, Signed Contract, Contract Bond, and Drawings, as well as all other papers or addenda attached to or bound with any of the above or referred to therein, are part of the Contract and are to be considered as one instrument constituting the Contract Documents. The intent is to make the Various “Parts” and “Sections” of the Contract Documents complementary one to the other. No papers attached to or bound with any of the above shall be detached there from, as all are a necessary part thereof. Whenever in the Specifications or in the Drawings the words directed, permitted ordered, designated, prescribed or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended.

ARTICLE 2 – CONTRACT AND CONTRACT DOCUMENTS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Plans, Specifications and Addenda, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 3 – PERFORMANCE BOND

A performance bond is not required.

ARTICLE 4 – AUTHORITY OF ENGINEER

The Engineer shall give all orders and directions contemplated under this Contract; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and materials for which payment is to be made; shall determine all questions respecting the true interpretation or meaning of the Drawings or Specifications relating to said work and the construction thereof; shall decide in all cases every question which

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may arise relative to the fulfillment of this Contract on the part of the Contractor. In case any dispute shall arise between

the parties hereto involving this Contract, seeking determinations and decisions of the Engineer shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

ARTICLE 5 – AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed under the supervision of the Engineer shall be authorized to inspect all work done and materials furnished. Inspection may extend to any part of the work and of the preparation or manufacture of the materials to be used. Inspectors will be assigned to the various phases of the work, reporting to the Engineer as to the progress of the work and the manner in which it is being performed; also reporting whenever it appears that the materials furnished and work done by the Contractor fail to fulfill the requirements of the Specifications and Drawings, and to call to the attention of the Contractor any failure or other default; but, no inspection, not any failure to inspect at any time or place, shall relieve the Contractor from any obligation to perform all the work strictly in accordance with the requirements of the Specifications. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend work until the question at issue can be referred to and decided by the Engineer. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, relax, or replace any requirements of these Specifications, nor to approve or accept any portion of the work, or to issue instructions contrary to the Drawings and Specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, nor interfere with the management of the work. Any instructions which the inspectors may give the Contractor shall in no way be construed as committing the Engineer, or the Owner, in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.

ARTICLE 6 – SUPERVISION

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of work.

The Owner and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

The Contractor shall submit a proposed program of operation, showing clearly, how he/she proposes to conduct the work so as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.

All construction as proposed along all City, Township, State and Federal rights of way including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting, and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the affected property.

ARTICLE 7 – EQUIPMENT

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment used on all portions of the work shall be such that no injury to work, adjacent property, or other objects will result from its use. The contract may be annulled if the Contractor fails to provide adequate equipment for the work.

ARTICLE 8 – SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees of the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated

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therein, whether in storage on and off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.

The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupation Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their Health. The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Lights, signs, and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 9 – INDEMNIFICATION

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.

ARTICLE 10 – CONSTRUCTION SCHEDULE

The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress as to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

The contract time to fully complete the project shall be as specified in a written "Notice to Proceed".

ARTICLE 11 – COMPLETION OF WORK

The Contractor shall guarantee all materials and equipment furnished for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 12 – LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal and State Laws in any way affecting those engaged or employed in the work, the material used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or political subdivisions having any jurisdiction or authority over the same. If any discrepancy or inconsistency shall be discovered in this Contract or in the Drawings and Specifications herein referred to in relation to any such law, regulation, decree, or order, the Contractor shall forthwith report the same in writing to the Engineer. He shall at all times himself observe and comply with, and shall cause all of his agents and employees to observe and comply with, all such existing and future laws, regulations, orders and decrees; and shall protect and indemnify the County, its officers and agents against any claims or liability arising from or based on the violation of such law, regulation, order or decree whether by himself or by his employees.

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ARTICLE 13 – SUBCONTRACTS

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or the Owner's designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor or his/her liability under the contract and bonds.

The Contractor shall not award work to subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Transportation of the subcontractor's current eligibility status, and after submission of all certifications as required in the General Information. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 14 – ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or his right, title, or interest in or to the same or any part thereof, without the previous consent in writing of the Owner endorsed herein or hereby attached; and he shall not convey by power of Attorney or otherwise, any of the moneys to become due and payable under this Contract unless, by and with, like consent signified in a like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of his Contract or his right, title or interest therein or any moneys to become due under this Contract to any person, firm or corporation, this Contract may, at the option of the Owner, be revoked and annulled and the Owner shall thereupon be relieved and discharged from any and all liabilities and obligations growing out of the same to the Contractor and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his creditors, made pursuant to the statutes of the State of Ohio; and no right under this Contract, or to any moneys to become due hereunder, shall be asserted against the Owner in law or equity, by reason of any so-called assignment of this Contract, or any part thereof, or any moneys become due hereafter unless authorized by written consent of the Owner.

ARTICLE 15 – CHANGE OF WORK

The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.

Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 16 – ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated in the specifications. Neither the Owner, nor any of its officers or agents thereof, are held responsible because any of the said estimated quantities shall be found to be greater or less on the completion of work. The Contractor shall make no claim for anticipated profits or for loss of profits because of a difference between the quantities as established for the final estimate and the various estimated quantities stated in the Proposal.

ARTICLE 17 – PARTIAL ESTIMATES

Each month the Engineer will make in writing an estimate of the amount and value of the work and the materials incorporated in the work by the Contractor in the performance of this Contract. The Contractor shall aid the Engineer in the preparation of this estimate by submitting to him at the start of each month an estimate of the work he has accomplished during the preceding month, broken down by items and containing supporting computations. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of the Contract. Every subsequent estimate, except the final estimate, shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made; provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and material incorporated in the work since the last preceding estimate amounts to less than two thousand dollars (\$2,000). At the discretion of the Engineer, allowances may be made for non-perishable materials, which are to be incorporated in the work, when delivered and properly stored upon the site. Payment for materials and equipment delivered and stored as specified above shall be based upon certified paid invoices to be submitted by the Contractor and title to the same shall be vested with the Owner upon payment therefore. The

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Contractor's plant shall not be included in partial estimates, such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only. Such estimates shall be dated as of the last day of the month covered by the estimate, except the final estimate.

ARTICLE 18 – PARTIAL PAYMENTS

Before the contract is fifty percent completed, labor performed on the project and materials delivered on site shall be paid for at a rate of ninety-two percent of the estimates for partial payment as submitted by the Contractor, checked and prepared by the Engineer, and approved by the Engineer.

ARTICLE 19 – ADJUSTMENT OF RETAINED PERCENTAGES

After the Contract is more than fifty percent completed, labor performed shall be paid for at the rate of one hundred percent of the estimates submitted by the Contractor, checked and approved by the Engineer.

All materials delivered on the site after the Contract is fifty percent completed shall be paid for at a rate of ninety-two percent of the invoiced value of the material. The balance of such estimate shall be paid when the material is incorporated into and becomes a part of the project.

The Contract shall be fifty percent completed when the Contractor has been paid an amount equal to fifty percent of the total cost of the labor of the Contract and fifty percent of the total cost of the material of the Contract.

ARTICLE 20 – PARTIAL PAYMENT MAY BE WITHHELD

Partial payments may at any time be withheld or reduced if, in the opinion of the Engineer, the work is not proceeding in accordance with this Contract.

ARTICLE 21 – FINAL ESTIMATE

When, in the opinion of the Engineer, all the work contemplated by this Contract is completed, he shall measure up said work and prepare a final estimate of the same. The Contractor shall aid the Engineer in the preparation of this estimate by submitting to him, as soon as possible following the completion of work an estimate of the work he has done under this Contract, broken down by items and containing supporting computations. The Owner shall, within thirty days after receiving the said final estimate, make payment of ninety-six percent of the amount of said estimate, less previous payments to the Contractor and such other sums as may lawfully be retained under the terms of this Contract, provided that all terms of this Contract have been complied with by said Contractor. Such estimate shall be dated as of the day on which the Contractor shall have completed the work called for to be done under this Contract.

ARTICLE 22 – REPAIRS FOR ONE YEAR

The Contractor shall make all repairs due to defective workmanship of material for the term of one year after the date of the final estimate; shall correct and repair promptly during that time all defective work and material of whatever description; and shall deliver the work in all respects in good condition at the end of that time. However, ordinary wear and tear, or damage due to negligent or improper operation on the part of the Owner, shall not be considered an obligation of the Contractor. Twelve months after the date of the final estimate, as hereinbefore mentioned, and as soon after the expiration of the said twelve months as practicable, the Owner shall make or cause to be made a final inspection of the performance of this Contract.

If such performance and work shall be found satisfactory and not to have deteriorated through defects of workmanship or material, then the Owner shall accept said work. Such acceptance shall be a prerequisite to the release of the surety on the warranty bond. If, however, the final or any prior inspection discloses defects due to non-fulfillment of this Contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects of materials, workmanship, or guarantee. Such repairs shall be a prerequisite to the approval and acceptance of the work and the release of the surety on the warranty bond. In case the Contractor shall neglect or fail to promptly make said repairs, after written notification, the Owner shall cause such repairs to be made at the expense of the Contractor.

ARTICLE 23 – FINAL PAYMENT

The Owner agrees that upon the expiration of said period of thirty (30) days, provided all the work shall at that time be in good order and approved by the Owner following the final inspection, the said Contractor shall be entitled to receive the whole or that part of the above mentioned sum as may remain after the expense of making such repairs shall have been paid there from. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

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The Owner hereby agrees to pay and the Contractor hereby further agrees to receive in full compensation for furnishing all materials and doing all work as contemplated and set forth by these Specifications and the accompanying drawings, the several sums and prices set forth in the proposal sheet hereto attached.

ARTICLE 24 – LIENS

If, at any time within one hundred twenty (120) days after the whole work herein agreed to be performed and all labor and material herein agreed to be delivered have been performed and delivered or completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnishing any materials toward the performance or completion of this Contract shall file with the Owner notice according to law, the Owner shall retain until the discharge thereof, from all money under its control, such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

ARTICLE 25 – TERMINATION

After ten (10) days from delivery of a written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained. Contractor shall also be entitled to reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ADDITIONAL PROVISIONS

Section 1. Physical Data

The Contractor shall make all explorations necessary to locate structures to which connections are to be made without additional expense to the Owner.

Section 2. Night Work

No work shall be done during the hours between sunset and sunrise without the prior approval or order of the Engineer.

Section 3. Work on Sunday and Holidays

No work will be permitted on Sundays or on legal holidays except upon the specific authorization or direction of the Engineer (to be authorized only in case of emergency).

Section 4. Protection of Existing Structures

The Contractor shall make such investigations as are necessary to determine the extent to which existing structures may interfere with the prosecution of the work contemplated under this Contract.

Any existing surface, subsurface or overhead structures damaged or destroyed shall be promptly repaired or replaced by the Contractor in a satisfactory manner at his own cost and expense.

Section 5. Care and Protection of Work

From the commencement of the work until the completion thereof, the Contractor shall be solely responsible for the work covered by this Contract and for all materials and equipment used or intended to be used in the work. All destruction, injury or damage to the same from whatever cause, as well as any damage done by him, his employees, and his subcontractors in the performance of this work shall be made good by him at his own expense before the final estimate is made. He shall provide suitable means of protection for all materials and equipment intended to be used in the work and for all work in progress as well as for the completed work.

Section 6. Cleaning Up

The Contractor shall keep the site of the work free from trash, litter and waste materials and shall maintain the same in a neat and orderly condition throughout the period of work.

Section 7. Examination of Finished Work

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Specifications and Contract. If the Engineer requires it, at any time before acceptance of the work, the Contractor shall remove or uncover such portion of the finished work as may be directed for examination. The Contractor shall restore said portion of the work to the standards required by the Specifications. Should the work thus exposed or examined above prove acceptable, the uncovering, removing, replacing of the covering, or making good of the parts removed shall be paid for by the Owner; except that any work done or materials used without suitable supervision or inspection by a representative of the Engineer may be ordered removed and replaced at the Contractor's expense. However, should the work exposed or examined prove unacceptable, either in whole or part, the

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uncovering, removing, replacing of the covering and making good of the parts removed shall be at the Contractor's expense.

The Contractor shall, when directed, remove all water, which may accumulate in or about the work during construction, or prior to the final acceptance of the same, in order that proper inspection may be made.

Section 8. Safety Precautions

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.

Section 9. First Aid

The Contractor shall provide and keep upon the work site a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work. He shall designate some proper person to be in charge of the first-aid work site and shall cause such person to receive proper instruction therein.

Section 10. Posting Wage Rates

The Contractor shall post at conspicuous points at the site of the project a schedule showing all determined federal wage rates.

Section 11. Insurance

- A. The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance, nor shall the Contractor allow any Subcontractor to commence work on the subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Contract and issuance of the Notice to Proceed.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Contract, *Workers' Compensation* insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of \$2,000,000, including coverage for subcontractors.
- E. *Excess Liability* – The Contractor shall acquire and maintain, during the term of the Contract, insurance over and above General Liability Insurance up to \$2,000,000.
- F. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

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- G. *Builder's Risk Insurance* – Each contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.
- H. *Installation Floater Insurance* – When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph G.

The Policies as listed above shall all contain all the following special provisions:

“The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Board of Delaware County Commissioners.

The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained.

MISCELLANEOUS TERMS & CONDITIONS

Prohibited Interests: Contractor 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. Contractor 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 Agreement, 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 Contractor, 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.

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.

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

Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes

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economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-475

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U15-026	XO Communications	Bury 500' fiber cable on Green Meadows Dr. North starting at Highfield Dr.	Bury Fiber
U15-027	WOW	Bury Fiber Optic cable on East Orange Rd. from Green Meadows Dr. to North Central Dr.	Bury Fiber
U15-028	WOW	Bury Fiber Optic cable on North Central Dr. from East Orange Rd. to Graphics Way	Bury Fiber
U15-029	WOW	Bury Fiber Optic cable on Graphics Way from North Central to Orange Point Dr.	Bury Fiber
U15-030	WOW	Bury Fiber Optics cable on Orange Point Dr. from Graphics Way to US 23	Bury Fiber
U15-031	WOW	Bury Fiber Optics cable on Gooding Blvd from US 23 to Stagers Loop	Bury Fiber

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-476

IN THE MATTER OF SUPPORTING THE REQUEST BEING MADE TO THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION, TO DESIGNATE THE COLUMBUS REGION AS AN ECONOMIC DEVELOPMENT DISTRICT AND THAT THE COLUMBUS REGION BE PROVIDED WITH THE RIGHTS AND PRIVILEGES THAT COME AS A RESULT OF RECEIVING THIS DESIGNATION:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

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WHEREAS, Receiving the designation as an economic development district from the United States Economic Development Administration is advantageous to the regional economic growth strategy and may provide additional opportunities and economic benefits for communities within the 11-county Columbus Region through the federal government and,

WHEREAS, Receiving the designation as an *Economic Development District* will help Columbus Region leaders promote and ensure the continued success of the 11-county Columbus Region and,

WHEREAS, Columbus 2020, as the regional partner of the JobsOhio network and its affiliated 501(c)3 organization the Columbus 2020 Foundation may apply, on behalf of the Columbus Region, for *Economic Development District* designation from the U.S. Economic Development Administration and,

WHEREAS, Columbus 2020 Foundation, in coordination with local leaders from across the Columbus Region, worked diligently to develop the Columbus Region’s Economic Development Strategy (CEDS) in 2012 and provided it to the Economic Development Administration in adherence with their guidelines, and

WHEREAS, In 2014, Columbus 2020 Foundation, with input from local leaders and after a 30 day public comment period, developed an update to the Columbus Region CEDS and submitted it to the U.S. Economic Development Administration in adherence with their guidelines and,

WHEREAS, The Columbus Region’s application for designation as an *Economic Development District* will include documented support from local communities participating in the district, signed by the appropriate authorities, and that the State of Ohio grants concurrence for the proposed district and,

WHEREAS, The Columbus 2020 Foundation, with approvals from the State of Ohio and local entities, will complete the entirety of the application, subject for approval to become an *Economic Development District*, and submit it to the Economic Development Administration so they may grant designation as an *Economic Development District* to the Columbus Region and,

WHEREAS, The Columbus 2020 Foundation, serving as the governing body, followed all necessary steps and requirements of the U.S. Economic Development Administration, in the application process to become designated as an *Economic Development District* and,

WHEREAS, The creation of an Economic Development District for the Columbus Region will supplement and advance local projects and programs designed to foster strong and prosperous communities

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

Delaware County supports the application being made to the U.S. Economic Development Administration by the Columbus 2020 Foundation to obtain, for the Columbus Region, located in the State of Ohio, designation as an *Economic Development District*.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-477

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:

It was moved by Mrs. Lewis, seconded by Mr. O’Brien to approve the following:

Supplemental Appropriations
23111711-5319 DCHIP/Reimbursements 23,887.60

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-478

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR BROOKVIEW MANOR SECTION 1:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the following Sanitary Subdivider’s Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for Brookview Manor Section 1.

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

THIS AGREEMENT executed on this 20th day of April 2015, by and between **Pulte Homes, Inc.** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY COMMISSIONERS" or "COUNTY") of Delaware County, Ohio, as evidenced by the **Brookview Manor Section 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **28** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Brookview Manor Section 1**, all of which are a part of this AGREEMENT.

The SUBDIVIDER shall pay the entire cost and expense of said improvements. Pursuant to Delaware County Board of Commissioners Resolutions 14-929, and 15-315, the County shall reimburse Pulte Homes (formerly known as Dominion Homes) a portion of the construction cost through tap credits under the following terms:

1. Apply the standard oversizing reimbursement per the current County policy. This is the cost difference between the actual project pipe material cost and the material cost for a 15" pipe plus 25%. This reimbursement amount is **\$17,023.81**. (18": \$18.89/LF - \$12.78/LF = \$6.11/LF, \$6.11/LF * 1320LF = \$8065.20, 21": \$26.63/LF - \$12.78/LF = \$13.85/LF, \$13.85/LF * 401LF = \$5553.85, Sum: \$8065.20 + \$5553.85 = \$13619.05, Reimbursement: \$13619.05 * 1.25 = \$17023.81)
2. The County will also include the material cost difference between any sewer wyes over 15" in diameter and the material costs for wyes that are 15" in diameter plus 25%. This reimbursement amount is **\$4,974.20**. (18": \$482.40/wye - \$248.32/wye = \$234.08/wye, \$234.08/wye * 17wyes = \$3979.36, Reimbursement: \$3979.36 * 1.25 = \$4974.20)

The total reimbursement amount from items 1 and 2 above is **\$21,998.01**, which may only be used by the SUBDIVIDER within the Brookview Manor Section 1 development. The SUBDIVIDER may apply the reimbursement amount of \$21,998.01 towards capacity charges, the Cheshire Pump Station surcharge, or both.

SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$285,718.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

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

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT. Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY'S sole

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discretion.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review of **\$10,000.13**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$24,300.00** estimated to be necessary to pay the cost of inspection for **Brookview Manor Section 1** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$1200.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$1200.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All IMPROVEMENTS, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install any of the IMPROVEMENTS to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary easements shall be acceptable to the SANITARY ENGINEER.

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

After said acceptance, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the

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COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

- (5) documentation showing the required sanitary easements

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

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

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

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

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-479

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR SPECTRUM RETIREMENT COMMUNITIES:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following sanitary sewer construction plans for Spectrum Retirement Communities for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Spectrum Retirement Communities for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Estates of Spectrum Retirement Communities for submittal to the Ohio EPA for their approval.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-480

IN THE MATTER OF ACCEPTING SANITARY EASEMENTS WITHIN THE SPECTRUM RETIREMENT COMMUNITIES DEVELOPMENT:

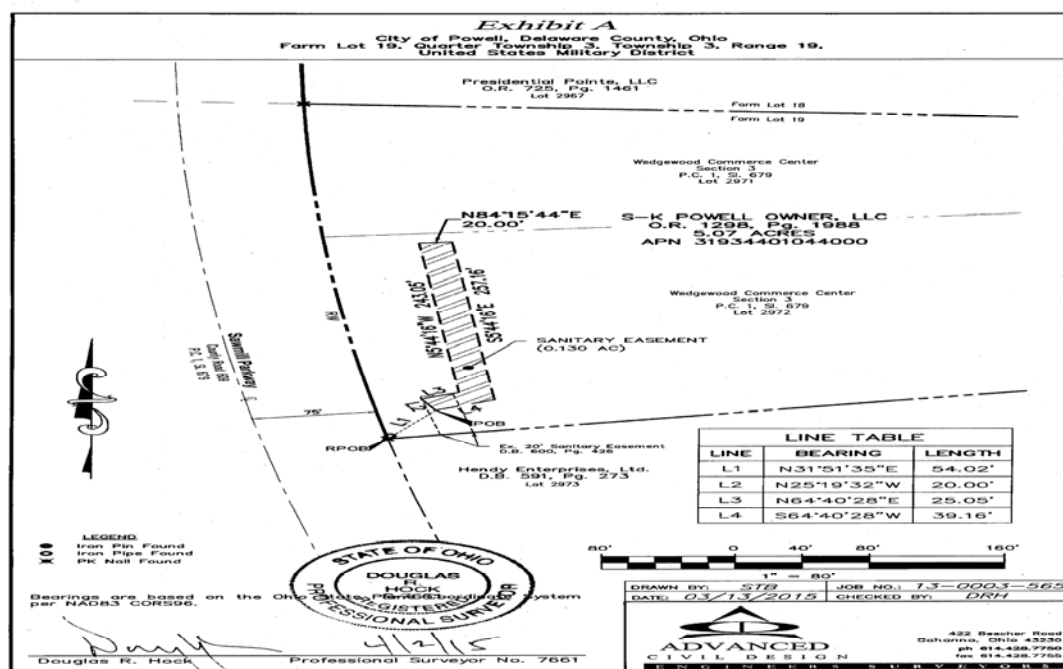
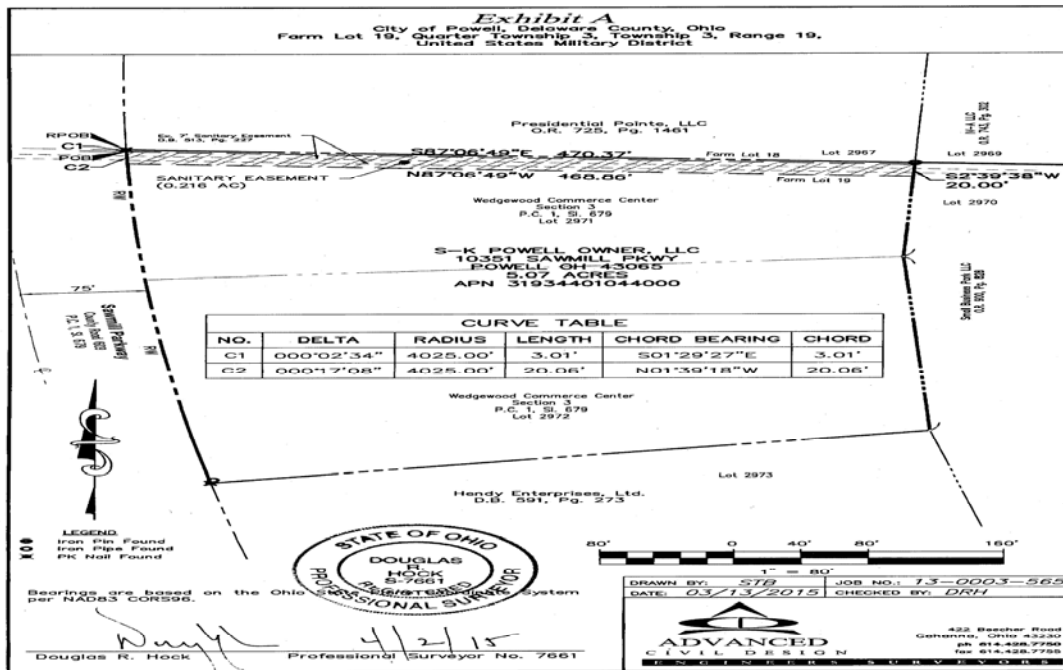
It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following

WHEREAS, Sanitary Easements are required across various portions of the proposed Spectrum Retirement Communities Development.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easements granted by S-K Powell Owner, LLC.

(Copy of easements available for review at the Commissioners' Office until no longer of administrative value.)

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Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-481

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HARLEY W. GREENWALT FOR BACKUP ELECTRICAL INSPECTION SERVICES.

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with Harley W. Greenwalt for Backup Electrical Inspection Services.

BACKUP ELECTRICAL INSPECTION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 20th day of April, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Harley W. Greenwalt, 1123 Markworth Court, Westerville, Ohio, 43081 (“Contractor”).

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Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Code Compliance Department Supervisor as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, backup electrical inspection services. Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Contractor shall, for the life of the agreement, maintain the certification as electrical safety inspector issued by the State of Ohio.

Contractor shall, for the life of the agreement, maintain a valid driver's license.

Contractor shall supply all code resources, equipment, tools and vehicle to accomplish the work.

Services provided shall include, but not limited to, performing the necessary electrical inspection of both temporary and permanent electrical services and the upgrading of existing electrical services; rough and final electrical inspections for newly constructed commercial structures and single family dwellings; the necessary electrical inspections of alterations and additions to commercial and residential structures and, in general, the necessary electrical inspections for any work that is electrical in nature for which a permit or technical evaluation is required.

County shall provide the list of daily inspections to the Contractor.
County shall provide all clerical services.

Inspection documentation and disposition of inspection shall be made on forms provided by the County. The necessary procedure for inspection documentation shall be established by the County.

All permits, registrations, fees, etc. shall be issued and/or collected by the County.

Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for all disputes and complaints.

Section 4 – Compensation

The County shall pay to the Contractor \$50/hour plus mileage reimbursement of \$0.50/mile.

Section 5 – Payment

Total payments pursuant to this Agreement shall not exceed \$10,000.00.

The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit number, project address, the dates of service, the type(s) of inspection performed, the mileage (if applicable), and the time spent on each inspection. The Contractor shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

Section 6 – Term

This Agreement shall take immediate effect upon execution, and be in effect for one year.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 7.3 **Workers' Compensation Coverage:** Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection

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7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor 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 Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **Non-Discrimination/Equal Opportunity:** Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 11.8 **Independent Contractor:** The Parties acknowledge and agree that Contractor is acting as an independent

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contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. The County is a public employer as defined in R.C. § 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Harley W. Greenwalt in the total amount of \$10,000 from org key 10011301 – 5301.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-482

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF A NEW AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

It was moved by Mrs. Lewis, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio’s cooperative purchasing program.

NOW, THEREFORE, BE IT RESOLVED BY the Board of County Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by Code Compliance, being required to replace an existing vehicle.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2015 Chevrolet Equinox for a total price of \$24,278.50.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS903615, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$24,278.50 from org key 41711436 – 5450 to Taylor Chevrolet in Lancaster, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

ADMINISTRATOR REPORTS

Tim Hansley

-Jon Melvin and I would like to invite the commissioners to meet the architects selected for the new courthouse complex on May 5 at 1:00 PM. If two or more of the commissioners plan to attend, a special meeting notice will be sent out.

COMMISSIONERS’ COMMITTEES REPORTS

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Commissioner Lewis

-Attended the dedication of the new National Guard complex this morning. Beautiful facility

Commissioner Merrell

-Also attended the dedication of the new National Guard complex this morning.

Commissioner O'Brien

-No reports

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners