

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015

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

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

**Absent:**  
Gary Merrell, President

**RESOLUTION NO. 15-501**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 23, 2015:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 23, 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            Absent   Mrs. Lewis            Aye            Mr. O'Brien            Aye

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 15-502**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0424:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0424 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
DATA	Transportation Program JFS Clients	22411601-5355	\$ 8,000.00
Ohio State University	Program JFS	22311611-5348	\$ 7,500.00
Otterbein University	Program JFS	22311611-5348	\$ 3,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1503253	MARYSVILLE	INSTALL NEW SLIDE	66211911 - 5328	\$ 5,020.00	0001
	FENCE	GATE AT NORTHSTAR			
R1503258	DELAWARE COUNTY	LOCK BOX SERVICES 5	66211901 - 5328	\$10,000.00	0001
	BANK & TRUST CO	1-12 31 15			
R1503271	AMERICAN BUSINESS SOLUTIONS INC.	ON THE JOB TRAINING	22311611 - 5348	\$ 7,776.00	0001
R1503297	WORLY PLUMBING SUPPLY INC.	LOCHINVAR BOILER	40111402 - 5410	\$25,252.01	0001
R1503301	DELAWARE BUILDING SYSTEMS	COURT ROOM MOCK UP	40411414 - 5410	\$ 7,124.00	0001

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

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015

---

**RESOLUTION NO. 15-503**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, AMY K. KUHN, REQUESTING ANNEXATION OF 1.243 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF WESTERVILLE:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to acknowledge that on April 22, 2015, the Clerk to the Board of Commissioners received an annexation petition request to annex 1.243 acres from Orange Township to the City of Westerville.

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

**RESOLUTION NO. 15-504**

**IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND AMERICAN STRUCTUREPOINT INC. FOR DEL-CR24-0.07 SOUTH OLD 3C HIGHWAY IMPROVEMENTS:**

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

Whereas, the County Engineer recommends approval of the Contract Modification Number 1 between the Delaware County Board of Commissioners and American Structurepoint Inc. for DEL-CR24-0.07 South Old 3C Highway Improvements;

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 American Structurepoint Inc. for DEL-CR24-0.07 South Old 3C Highway Improvements as follows:

**PROFESSIONAL SERVICES CONTRACT**

**DEL-CR24-0.07 South Old 3C Highway Improvements  
Modification #1 (Contract Part 2)**

**Section 1 – Parties to the Agreement**

Agreement Modification made and entered into this 27<sup>th</sup> 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 American Structurepoint Inc., 2550 Corporate Exchange Drive #300, Columbus, Ohio 43231 (“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 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, additional professional services (“Work”) under this Modification in accordance with the Fee Proposal dated January 29, 2015, by this reference hereby made part of this Agreement. Such Work shall be in addition to Work already completed under the Prime Agreement approved December 8, 2011 by resolution #11-1412 of the County. Consultant further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall not exceed a maximum amount of One Million Twenty Eight Thousand Nine Hundred Thirty Two Dollars (\$1,028,932), calculated as follows:

1. Maximum compensation of \$567,652 for work performed under the Prime Agreement; and,
2. A lump sum of \$397,920 for all base tasks identified in the Fee Proposal for Modification #1; and,
3. Additional “If Authorized” tasks identified in the Fee Proposal for Modification #1 not to exceed \$63,360.

Compensation listed above shall constitute full payment for all labor, equipment and materials required to complete the Work.

**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.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015**

---

**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 no later than April 1, 2016. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. 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. 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, 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.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015**

---

**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 there after 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 **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.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **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.

- 13.9 **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                      Absent

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015**

**RESOLUTION NO. 15-505**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR 7719 GRAPHICS WAY:**

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

WHEREAS, on April 27, 2015, a Ditch Maintenance Petition for 7719 Graphics Way was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within 7719 Graphics Way located off of Graphics Ways in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$14,844.95. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 6.78 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$2,189.52 per acre. An annual maintenance fee equal to 2% of this basis (\$296.90) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$296.90 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

**RESOLUTION NO. 15-506**

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

It was moved by Mr. O'Brien, seconded by Mrs. Lewis 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
U15-032	AEP	Replace poles on Liberty Rd between Home Road and Carriage Road.	Replace poles
U15-033	Century Link	Bore Montgomery Road at County Line Road.	Bore Road
U15-034	Aspine Energy	Bore Red Bank Road at 5020 Red Bank Rd.	Bore Road

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015**

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

**RESOLUTION NO. 15-507**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2016 TAXES:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$167,985.26 to the County Auditor for 2016 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2016 Sewer Tax Assessments  
To be certified by the Board of Commissioners on 4/27/15**

**Breakdown of Assessments by Treatment Plant:**

66211903 – OECC	\$53,503.98
66211904 – Alum Creek	\$87,591.27
66211906 – Tartan Fields	\$1,940.22
66211907 – Scioto Reserve	\$23,442.96
66211908 – Bent Tree	\$0.00
66211909 – Hoover Woods	\$141.75
66211910 – Scioto Hills	\$1,162.32
66211911 - Northstar	\$202.76
<b>Total Assessments</b>	<b>\$167,985.26</b>

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

**RESOLUTION NO. 15-508**

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH TROJAN TECHNOLOGIES FOR THE NEW UV EQUIPMENT FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER (OECC):**

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

WHEREAS, sealed bids for the New UV Equipment for the Olentangy Environmental Control Center (OECC) were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 o'clock PM local time on February 9, 2015 and

WHEREAS, two (2) bids were received. The lowest bid received was from Trojan Technologies for \$162,990.00; and

WHEREAS, the Director of Environmental Services recommends approval of the following Agreement.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR  
NEW UV EQUIPMENT FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER (OECC)**

THIS AGREEMENT is by and between           DELAWARE COUNTY

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015

(Owner) and Trojan Technologies

(Contractor).

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

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: New UV equipment and control system.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: NEW UV EQUIPMENT FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER (OECC).

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. For all Work a Lump Sum of:

<u>One hundred sixty-two thousand nine hundred ninety dollars</u>	(\$162,990.00)
(words)	(numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by the Resident Project Representative and processed by Engineer as provided in the General Conditions.

6.02 Progress Payments

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015**

---

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All retainage moneys as provided in Article 14 of the General Conditions shall be placed in an interest bearing account.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Bid Guaranty and Contract Bond



**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015**

---

3. General Conditions
4. Supplementary Conditions
5. Plans.
6. Addenda.
7. Exhibits to this Agreement:
  - a. Contractor's Bid
  - b. Experience Record
  - c. Corporate Resolution
  - d. Non-Collusion Affidavit
  - e. Personal Property & Real Estate Tax Affidavit
  - f. Certification/Affidavit in Compliance with O.R.C. Section 3517.13
  - g. Contractor Equal Employment Opportunity Certification
  - h. List of Interested Principals
  - i. Notice of Award
  - j. List of Subcontractors
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9. This Agreement, along with all contract documents, constitutes the complete, entire and fully integrated agreement between the parties.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 10 - MISCELLANEOUS**

**10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- B. 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 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 enclosed certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13". Failure to complete and submit 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.

**10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015

hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on April 27, 2015 (which is the Effective Date of the Agreement).

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with Trojan Technologies for the New UV Equipment for the Olentangy Environmental Control Center (OECC) and authorize the Sanitary Engineer to issue the NOTICE TO PROCEED.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Trojan Technologies in the total amount of \$162,990.00 from org key 66611903-5450.

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

**RESOLUTION NO. 15-509**

**IN THE MATTER OF APPROVING THE RENEWAL AND ACCEPTANCE OF THE 2015 / 2016 PROGRAM COSTS BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:**

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

Whereas, the Assistant County Administrator / Director of Administrative Services recommends approval of the renewal with the County Risk Sharing Authority (CORSA) and acceptance of the 2015/2016 program costs;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) Renewal;

Further Be It Resolved, that the Commissioners approve the Voucher to CORSA in the amount of \$342,932.00 from Organizational Key 60111901.

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015

INVOICE

Board of Commissioners of Delaware County  
 2015/2016 CORSA Program Costs

Primary Loss Fund	\$113,373
Secondary Loss Fund	\$74,077
 Total Loss Fund	 \$187,450
 Excess Insurance / Administrative Costs	 \$185,026
Uninsured / Under Insured Motorists (UM/UIIM) Coverage Not Requested	\$Not included
 <i>TOTAL PROGRAM COSTS</i>	 <i>\$372,476</i>
 LESS: LOSS FUND MEMBER EQUITY	 \$20,736
<i>NET PROGRAM COSTS</i>	<i>\$351,740</i>
 LESS: LOSS CONTROL INCENTIVE PROGRAM	 \$8,808
<i>NET DUE CORSA</i>	<i><u>\$342,932</u></i>

---

PLEASE REMIT PAYMENT ALONG WITH COPY OF INVOICE  
 CORSA  
 209 E. State St.  
 Columbus OH 43215

---

Payment **MUST** be received by May 10, 2015

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

**ADMINISTRATOR REPORTS**

**Tim Hansley**  
 -No reports

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**  
 -There will be a Regional Planning Committee meeting this Thursday at 7:00 PM in our meeting room. An important meeting.

**Commissioner Lewis**  
 -Was able to take a tour of Del-Co water. Thank you for those who took the time to do the tour.

**RESOLUTION NO. 15-510**

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

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 9:47 AM.

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

**RESOLUTION NO. 15-511**

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

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 27, 2015

---

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:24 AM.

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

There being no further business, the meeting adjourned.

---

Gary Merrell

---

Ken O'Brien

---

Barb Lewis

---

Jennifer Walraven, Clerk to the Commissioners