

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017

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

**Present:**  
 Jeff Benton, President  
 Barb Lewis, Commissioner

**Absent:**  
 Gary Merrell, Vice President

**1**  
 RESOLUTION NO. 17-271

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 16, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 16, 2017; 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. Benton                      Aye

**2**  
 PUBLIC COMMENT

**3**  
 ELECTED OFFICIAL COMMENT

**4**  
 RESOLUTION NO. 17-272

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0317:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0317:

PR Number	Vendor Name	Line Description	Account	Amount
R1702780	CONSOLIDATED ELECTRIC COOPERATIVE INC	DD - FIBER INSTALL	41711436-5403	\$12,765.00

Vote on Motion                      Mrs. Lewis                      Aye                      Mr. Merrell                      Absent                      Mr. Benton                      Aye

**5**  
 RESOLUTION NO. 17-273

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

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

The Administrative Services Department is requesting that Christine Shaw attend an Ohio County Archivists & Records Managers Association in Columbus, Ohio on April 7, 2017 at the cost of \$33.52 (fund number 10011103).

The Court of Common Pleas is requesting that Cody Rodgers and Nick Dean attend a Subject Control Operator-Ground Defense class in London, OH on September 14, 2017 at the cost of \$230.00 (fund number 25622303230).

The Court of Common Pleas is requesting that Cody Rodgers and Nick Dean attend a Use of Force class in London, OH on June 15, 2017 at the cost of \$230.00 (fund number 25622303230).

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

The Court of Common Pleas is requesting that Cody Rodgers and Nick Dean attend a Subject Control Operator-Arrest and Control class in London, OH on September 12, 2017 at the cost of \$230.00 (fund number 25622303230).

The Regional Sewer District is requesting that Walt Thompson attend a Union County Extended Aeration Workshop at the Union County Health Department on March 29, 2017 at a total cost of \$30.00 from fund 66211901.

The Regional Sewer District is requesting that Chad Kidd, Carl Bennett, Marshall Yarnell, and John Garrett attend an OWEA Troubleshooting Activated Sludge Training in Lewis Center, Ohio from May 9 - May 11, 2017 at a total cost of \$1,400.00 from fund 66211901.

Vote on Motion                      Mr. Benton                      Aye                      Mr. Merrell                      Absent                      Mrs. Lewis                      Aye

**6  
RESOLUTION NO. 17-274**

**IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF FEBRUARY 2017:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer’s Report for the month of February 2017.

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

Vote on Motion                      Mr. Merrell                      Absent                      Mr. Benton                      Aye                      Mrs. Lewis                      Aye

**7  
RESOLUTION NO. 17-275**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR THE CORNERS AT JOHNNY CAKES:**

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

Whereas, The Engineer recommends approving the Owner’s Agreement for The Corners At Johnny Cakes;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for The Corners At Johnny Cakes:

**The Corners At Johnny Cakes**

**OWNER’S AGREEMENT  
PROJECT NUMBER: 14054**

**THIS AGREEMENT**, executed on this 20<sup>th</sup> day of March 2017 between **WESTPORT HOMES**, hereinafter called “**OWNER**”, and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO**, hereinafter called “**COUNTY COMMISSIONERS**” or “**COUNTY**”, for the project described as **THE CORNERS AT JOHNNY CAKES**, further identified as Project Number 14054, 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, known as “**Street, Storm and Water Plans for The Corners at Johnny Cakes**” approved by the County Engineer on October 11, 2016, all of which are a part of this **AGREEMENT**. For the purpose of this **AGREEMENT**, the public improvements are defined as “offsite work” for improvements to existing S. 3B’s & K Road and “onsite work” for the new street and utilities proposed within this development.

**OFFSITE WORK:**

**OWNER** shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in the amount of **FORTY-FIVE THOUSAND DOLLARS (\$45,000)** which is equal to the cost of construction for the S. 3B’s & K Road Improvements for The Corners at Johnny Cakes as shown in **Exhibit “A”** attached hereto.

**ONSITE WORK 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 “B”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no additional 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.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

**OWNER** hereby elects to use **Option 2** for the onsite work with 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 **THIRTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$39,600)**, being \$3,600 per Exhibit A and \$36,000 per Exhibit B, 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 estimates as shown in **Exhibits "A" and "B"** 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 provide, 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.

Vote on Motion                      Mrs. Lewis                      Aye                      Mr. Benton                      Absent                      Mr. Merrell                      Aye

**8**

**RESOLUTION NO. 17-276**

**IN THE MATTER OF APPROVING A DRAINAGE MAINTENANCE PETITION FOR SUNSET COVE ESTATES, RESERVE A, DIVISION #1:**

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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

**Sunset Cove Estates, Reserve A, Division #1:**

WHEREAS, on January 23, 2017, a Drainage Maintenance Petition for Sunset Cove Estates, Reserve A, Division #1 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 Sunset Cove Estates, Reserve A, Division #1 located in Liberty 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 \$10,369.32 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lot(s) being created in this subdivision. Three (3) lots are created in these plats and each lot received an equal share of the benefit (costs) of the project. The basis for calculating the assessment for each lot is therefore \$10,224.3,456.44 per lot. An annual maintenance fee equal to 2% of this basis (\$69.13) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$207.00 has been paid to Delaware County.

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Absent              Mrs. Lewis              Aye

**9**

**RESOLUTION NO. 17-277**

**IN THE MATTER OF DECLARING THE NECESSITY OF IMPROVEMENTS FOR THE PROJECT KNOWN AS 2017 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. Benton 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 \$3,217,000 for County portion; \$3,414,000 for Township portion; \$1,813,000 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 2017 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;

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

Section 3: The plans, specifications and estimates for the project known as 2017 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**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, April 11, 2017, at which time they will be publicly received and read aloud, for the project known as:

**2017 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](http://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](http://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](http://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 8, 2017. The estimated commencement of work date is April 24, 2017.

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: March 24, 2017

Vote on Motion                      Mr. Merrell              Absent      Mrs. Lewis              Aye              Mr. Benton              Aye

**10  
RESOLUTION NO. 17-278**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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
U17-030	Columbia Gas	Rutherford Road	Extend gas main
U17-031	Charter Communications	South Old State Road	Directional bore
U17-032	Charter Communications	South Old State Road	Directional bore
U17-033	Columbia Gas	Heather's at Golf Village Sec. 3 & 4	Install gas main
U17-034	Aspire Energy	Fancher Road	Lay gas pipeline in ROW

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Absent      Mr. Benton              Aye

**11  
RESOLUTION NO. 17-279**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN**

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

**FERIDEAN COMMONS, LTD AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR24-0.07:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Feridean Commons, Ltd for the project known as DEL-CR24-0.07.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Feridean Commons, Ltd for the project known as DEL-CR24-0.07 as follows:

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this 20th day of March, 2017, Feridean Commons, Ltd, whose address is 6885 Freeman Road, Westerville, Ohio 43082, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
106-S, T  
DEL-CR24-0.07

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Thirty Thousand Nine Hundred and Eighty Dollars (\$30,980.00)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER's covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Absent      Mrs. Lewis              Aye

**12**

**RESOLUTION NO. 17-280**

**IN THE MATTER OF APPROVING A CONSTRUCTION ADMINISTRATION AGREEMENT BETWEEN CITY OF COLUMBUS, OHIO AND DELAWARE COUNTY, OHIO FOR SOUTH OLD STATE AT POLARIS PARKWAY:**

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

**CONSTRUCTION ADMINISTRATION AGREEMENT  
BETWEEN  
CITY OF COLUMBUS, OHIO  
AND  
DELAWARE COUNTY, OHIO  
FOR  
SOUTH OLD STATE AT POLARIS PARKWAY**

This Construction Administration Agreement (the "Agreement"), pursuant to City of Columbus Ordinance No. 3358-2016, passed the \_\_\_\_\_ day of \_\_\_\_\_, 2017, is made and entered into this 20<sup>th</sup> day of March, 2017, by and between the City of Columbus, Ohio, acting through its Director of Public Service, hereinafter designated as COLUMBUS, and Delaware County, Ohio, acting through its Board of County Commissioners and County Engineer, hereinafter designated as DELAWARE COUNTY; collectively referred to as the PARTIES.

**WHEREAS**, DELAWARE COUNTY intends to construct or cause to be constructed certain improvements to the intersection of South Old State Road and Polaris Parkway, including the reconstruction and widening of 2.08 miles of South Old State Road from two lanes with turn lanes at the existing intersection to a 5-lane facility and the installation of sidewalk along the east side of the road and a 10' shared use path along the west side of the road; and

**WHEREAS**, COLUMBUS and DELAWARE COUNTY have determined that it is in the PARTIES' best interest to enter into this agreement for Construction Administration Services by the City of Columbus for the South Old State at Polaris Parkway project (hereafter the "Project", see Exhibit A, "Map"); and

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereto do hereby covenant and agree, as follows:

- 1. **REQUIREMENTS OF COLUMBUS:**
  - A. Provide construction administration services for the Project per the Scope of Services attached hereto as Exhibit B.
  - B. Utilize the Ohio Department of Transportation (ODOT) approved Cost Allocation Plan rates for billing.
  - C. Perform a final accounting after completion of the Project. If any of funds deposited by DELAWARE COUNTY remain, the City shall reimburse DELAWARE COUNTY within 60 days of the final pay period for which inspection services were provided.
- 2. **REQUIREMENTS OF DELAWARE COUNTY:**
  - A. Deposit **\$1,353,160.00** with COLUMBUS for the provision of construction administration services for the Project per the Scope of Services attached hereto as Exhibit B.
  - B. If any change causes an increase in the scope of work, additional cost to COLUMBUS, or additional time required for the performance of any part of the services under this Agreement, then an equitable adjustment shall be negotiated between COLUMBUS and DELAWARE COUNTY and shall be formalized upon executed amendment to this Agreement.
  - C. Checks shall be made payable to: "City Treasurer – Columbus" and delivered to:



COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017

---

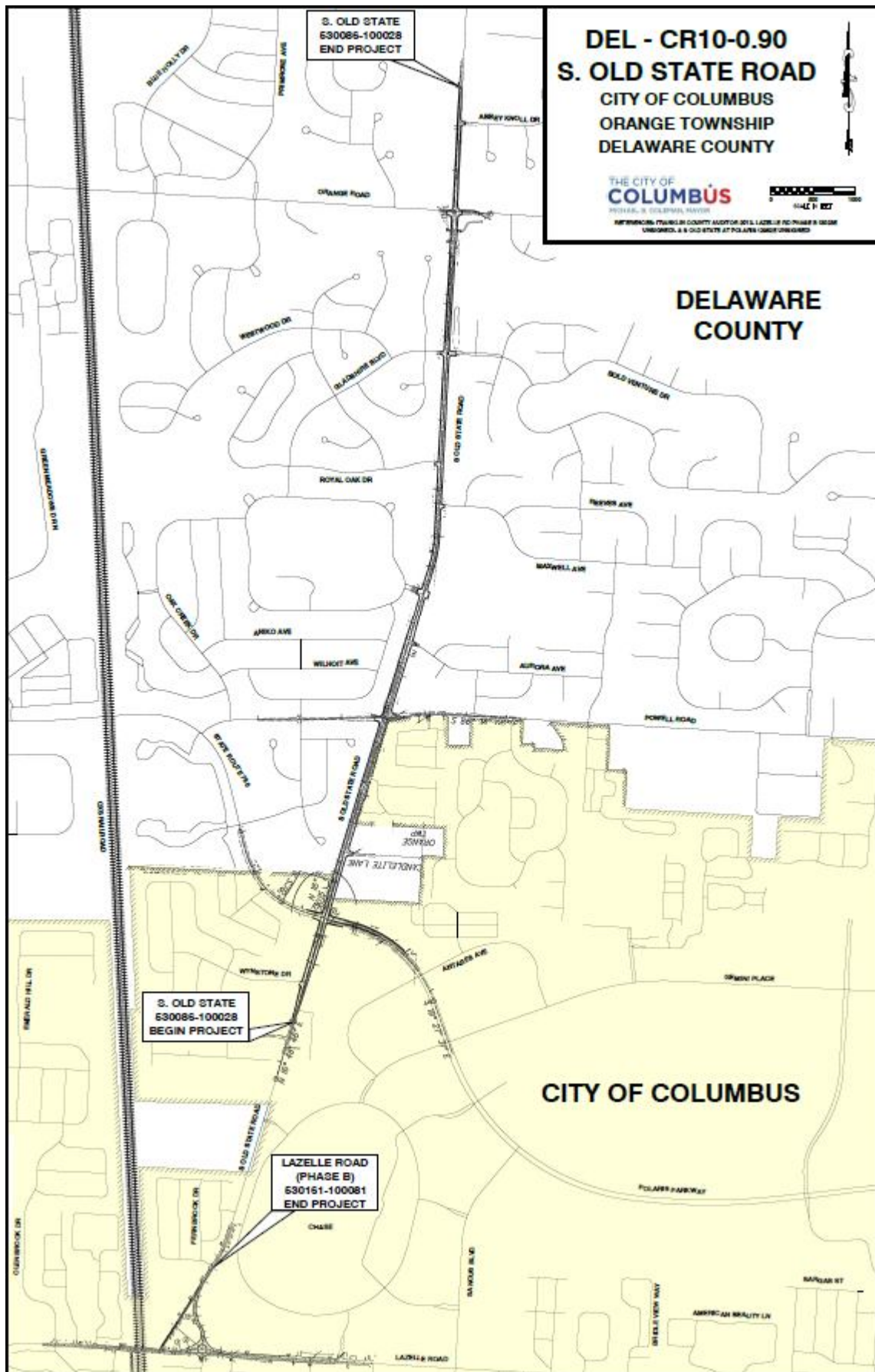
Department of Public Service  
Office of Support Services  
50 W. Gay Street, Fifth Floor  
Columbus, Ohio 43215  
Attn: Russ Figley  
RE: South Old State at Polaris Parkway Construction Administration Agreement

3. **PUBLIC USE:** The PARTIES agree that all Work performed for the Project shall be dedicated for public use.
4. **LEGAL JURISDICTION:** All claims, counterclaims, disputes, and other matters in question between COLUMBUS, its agents and employees, and DELAWARE COUNTY, its agents and employees, arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Delaware, State of Ohio.
5. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Project.
6. **ADDITIONAL DOCUMENTATION:** The following document exhibits are to hereby be incorporated into and made part of the Agreement as though specifically rewritten herein:
  - 6.1 Exhibit A: Map
  - 6.2 Exhibit B: Scope of Services
  - 6.3 Exhibit C: City of Columbus Approved Rates & Overhead
  - 6.4 Exhibit D: City of Columbus Estimated ChargesI

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

**EXHIBIT A – MAP**

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017



**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

**EXHIBIT B – SCOPE OF WORK**

Professional Construction Engineering and Inspection services shall consist generally of monitoring the construction contractor's activities in order to achieve quality and cost control of the construction phase of the Project. Specifically, the type of contract administration required during the construction phase of similar size, complexity, design, and cost jobs as, the South Old State at Polaris Parkway project have been identified as follows:

Project Setup

The intent is to provide construction documentation in accordance with the current Ohio Department of Transportation documentation practices and policies for LPA projects. For this purpose, the City of Columbus (COLUMBUS) will develop/acquire the documents, files, logs, and forms for the project, in accordance with the current version of the State of Ohio Department of Transportation (ODOT) Documentation Manual. It is the intent of this scope to utilize COLUMBUS' Construction Project Database and Construction Drive to store construction diaries, meeting minutes, photos, and project correspondence. A density log book will be developed to track earthwork and drainage structure density quality control testing. Pay item folders, tracking logs, quantity tracking files and forms, material testing logs and forms and correspondence logs will be generated specifically for construction activities planned for this project. COLUMBUS will acquire miscellaneous office supplies, such as paper, pens, folders etc. It is the intent of this scope to complete this work prior to the beginning of construction activity. Access to all documents and records will be available to DELAWARE COUNTY for the duration of the project.

Preconstruction Meeting

COLUMBUS will attend one pre-construction meeting and prepare minutes for meeting. The meeting will be recorded and minutes will be distributed electronically to all attendees with an email address within 5 business days.

Resident Project Representation

COLUMBUS shall provide Field Project Representation during the Contractor's work. These services shall generally consist of those activities necessary, in the field, to observe and verify the construction Contractor's compliance with the technical requirements of the project, to verify the validity of amounts claimed for payment by the construction Contractor, and to report on the construction work in the field. Construction daily reports describing work location, manpower and equipment, duration worked, weather, and work activities will be documented and recorded. Field Project Representation shall maintain a record of the progress of the work, shall review partial and final payment estimates, shall assess pertinent features of the installation, shall compile discrepancy reports, shall climb and descend structures when necessary to observe installation work, shall participate in required testing, start-up activities, and remedial measures, and shall participate in the final overviews of the project pursuant to acceptance.

COLUMBUS will store/track/manage project correspondence and records including transmittals, schedule updates (copies), contract modifications, shop drawings, requests for proposals, requests for information, letters, and submittals.

COLUMBUS shall document field obstructions and changed conditions, and process change orders to the Contract Documents in order to document changes to the work dictated by these conditions.

COLUMBUS shall prepare and maintain a listing of item requiring correction by the contractor and document when deficiencies have been corrected. COLUMBUS will re-inspect all items on the list periodically to ascertain their status. COLUMBUS will notify DELAWARE COUNTY when the project is complete, deficiencies have been corrected and the work is ready for final inspection. COLUMBUS will assist in preparing recommendations for final acceptance of the work.

COLUMBUS will provide photo documentation of project construction activity by collecting and organizing digital photos.

COLUMBUS shall provide monthly status reports during construction indicating the progress of the work, contract modifications, requests for proposals, critical issues, progress schedules, summary of the work performed for that period, total dollar amount of the contract, amounts paid to the contractor, and funds remaining.

COLUMBUS shall provide oversight and coordination with contractor for project phasing, and maintenance of traffic. COLUMBUS will coordinate notifications to project impacted property owners for both road access and utility interruptions.

COLUMBUS will perform as a construction manager/advisor on behalf of DELAWARE COUNTY during the construction process and make recommendations for site changes and issues related to construction. COLUMBUS will coordinate work and notifications with other City, County, and State agencies when necessary.

COLUMBUS will provide documentation and reporting in accordance with ODOT and FHWA.

Meetings

COLUMBUS shall attend all regularly scheduled project meetings held during the construction phase and such other special meetings as shall be deemed appropriate by DELAWARE COUNTY.

Progress Meetings

COLUMBUS shall conduct progress meetings, including the preparation of agendas and meeting minutes of meetings

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

for all attendees. When directed by DELAWARE COUNTY, COLUMBUS shall provide professional engineering attendance at all special construction meeting to discuss project problems, clarifications of the work, and all other issues affecting the project. COLUMBUS shall prepare minutes of the meetings to all attendees.

COLUMBUS will monitor the Contractor's schedule, as per ODOT CMS 108.02.B, using Primavera P6. COLUMBUS will review the Contractor's construction baseline schedule, per ODOT's baseline checklist, to ascertain that the requirements identified in the contract specifications are met. COLUMBUS will prepare written response comments. COLUMBUS shall review and provide comments and recommendations for all progress, recovery, and impact schedules submitted by the Contractor. COLUMBUS shall notify DELAWARE COUNTY in all instances when the Contractor's progress is not in accordance with the approved schedule. COLUMBUS shall make recommendations as to the need for the Contractor to submit a recovery schedule, or the need to delay payment to the Contractor due to schedule problems.

Prevailing Wage

COLUMBUS will conduct monthly Prevailing Wage interviews in the field for the Prime contractor and all subcontractors as requested by DELAWARE COUNTY.

Submittals/RFI/Correspondence/CA

COLUMBUS, in coordination with the Design Engineer, will review shop drawings for compliance with contract requirements, distribute with appropriate status identified, and maintain a shop drawing file. COLUMBUS will provide a response within 15 working days of receipt by COLUMBUS. COLUMBUS shall maintain a Submittal log.

COLUMBUS shall coordinate construction document interpretation with the Design Engineer during construction. If such interpretation involves any monetary, quality, or material/equipment substitution, the final interpretation shall be made by DELAWARE COUNTY. COLUMBUS shall transmit interpretations and clarifications to the Contractor. COLUMBUS shall provide written interpretation of any project specific specifications, as required. COLUMBUS shall provide and maintain a tracking log of all requests for information for the duration of the project. COLUMBUS will maintain submittal, RFI, and correspondence logs.

COLUMBUS will respond to correspondence items (email, letters, teleconferences, etc.).

COLUMBUS shall review and recommend for approval monthly and final estimates of work performed by the Contractor upon which partial payments to the Contractor will be based. COLUMBUS shall prepare monthly progress estimates in a manner approved by DELAWARE COUNTY and forward to DELAWARE COUNTY for final approval and processing. COLUMBUS shall review and comment/recommend to DELAWARE COUNTY the approval of any schedule of values submitted by the Contractor.

Evaluate Substitution Requests

COLUMBUS will provide review and recommendation on substitutions of material and/or equipment submitted by the Contractor, in coordination with the Design Engineer.

RFP Preparation

COLUMBUS will prepare change orders to aid in resolution of modifications brought about by actual field conditions encountered, review contractor pricing of said change orders, and make recommendation to DELAWARE COUNTY regarding entitlement and reasonableness of costs. COLUMBUS will assist with the negotiation of said change orders. COLUMBUS will maintain an RFP log.

COLUMBUS shall provide contract change order services by providing independent cost estimates, of the contractor's proposals, evaluation of project schedule impacts, negotiation assistance based on ODOT CMS 109.05.B, recommendations and processing. COLUMBUS shall process change orders to the contract in a manner approved by DELAWARE COUNTY and forwarded to DELAWARE COUNTY for final approval and processing. COLUMBUS shall provide and maintain a tracking log of all change orders to the contract for the duration of the project using COLUMBUS' Construction Project Database.

Evaluation of Claims

COLUMBUS shall evaluate, investigate, document conditions and circumstances and make recommendations on claims submitted by the Contractor, and on situations that may lead to a claim by the Contractor. COLUMBUS shall provide and maintain a tracking log of all claims made by the Contractor for the duration of the project.

Testing Services

COLUMBUS shall perform quality control field and lab testing of materials and completed work, as normally required in ODOT's standard policies and procedures.

SWPPP

COLUMBUS will utilize their site project management group, Department of Utilities, and Department of Stormwater to provide oversight for compliance with the approved Stormwater Pollution Prevention Plan.

In-House Conformance Audits

COLUMBUS will perform in-house audits of the construction documentation for compliance with ODOT's applicable documentation standards and policies. COLUMBUS will review documentation records and provide a report to DELAWARE COUNTY regarding findings and recommendations from all ODOT/FHWA audits.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

Project Close-Out

Upon completion of construction activity and final acceptance of the project, COLUMBUS will finalize, compile, organize and deliver the project construction documentation to DELAWARE COUNTY. The following items, at a minimum, will be provided:

1. Pay item folders will be finalized to include pay quantity measurement records, reconciled with the final estimate.
2. Project construction daily diary reports will be organized on a month by month basis.
3. Correspondence logs will be provided with organized originals/copies on the project.
4. All contract change documents.
5. Completed density log book with a record of all compaction tests performed on the project.
6. Materials testing records for each respective pay item.
7. Hand-written as-built mark-ups will be provided for the Engineer of Record to update the electronic files. No CADD as-builts have been included in this scope of services.

**EXHIBIT C – CITY OF COLUMBUS APPROVED RATES AND OVERHEAD**

CLASSIFICATION	HOURLY RATE
Construction Inspector I (FTR & FTL)	\$59
Engineering Associate I	\$59
Engineer Aide I	\$59
Engineer Aide II	\$59
Engineering Associate II	\$60
Engineer-In-Training I	\$60
Surveyor-In-Training I	\$60
Engineer-In-Training II	\$65
Engineer I	\$65
Engineer II	\$65
Engineering Associate III	\$65
Engineer III	\$72
Engineer IV	\$72
Construction Materials Analysis Coordinator	\$72
Surveyor	\$72
Engineering Intern	\$45
Prevailing Wage Coordinator	\$50

**EXHIBIT D – CITY OF COLUMBUS ESTIMATED CHARGES**

August 31, 2016

**PROJECT NAME: S. Old State at Polaris Parkway**

Estimate **\$13,530,000.00**

**Contract Duration 80 weeks**

**ESTIMATED INSPECTION CHARGES**

Employee Code	Rate/ Hour	Work Hours	Type Of Hours	Total Cost
11	56.00	3200.00	ST	179,200.00
11	56.00	3200.00	ST	179,200.00
11	56.00	1920.00	ST	107,520.00
11	84.00	1200.00	OT	151,200.00
11	84.00	1050.00	OT	132,300.00
11	84.00	370.00	OT	46,620.00
3	82.00	3200.00	ST	262,400.00
2	102.00	1600.00	ST	163,200.00
1	116.00	640.00	ST	74,240.00
<b>Total Estimated Inspection Charges:</b>				<b>9.03% 1,221,640.00</b>

**ESTIMATED SURVEY CHARGES**

Employee Code	Rate/ Hour	Work Hours	Type Of Hours	Total Cost
13	56.00	250.00	ST	14,000.00
13	56.00	250.00	ST	14,000.00

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017

14	86.00	70.00	ST	6,020.00	
<b>Total Estimated Survey Charges</b>				<b>0.25%</b>	<b>34,020.00</b>

**ESTIMATED TESTING CHARGES FIELD**

Employee Code	Rate/ Hour	Work Hours	Type Of Hours	Total Cost	
10	56.00	800.00	ST	44,800.00	
10	84.00	45.00	OT	5,670.00	
<b>Total Estimated Testing Charges Field</b>				<b>0.37%</b>	<b>50,470.00</b>

**ESTIMATED TESTING CHARGES LAB**

Type Of Test	Quantity	Average Cost	Total Cost	
Concrete Test	75.00	11.00	825.00	
Soil Test	3.00	135.00	405.00	
Aggregate Test	10.00	65.00	650.00	
Compaction Test	250.00	35.00	8,750.00	
Plant Inspections	30.00	52.00	1,560.00	
<b>Total Estimated Testing Charges Lab</b>			<b>0.09%</b>	<b>12,190.00</b>

Employee Code	Rate/ Hour	Work Hours	Type Of Hours	Total Cost	
7	84.00	176.00	ST	14,784.00	
8	56.00	176.00	ST	9,856.00	
<b>Total Estimated Payment Processing</b>				<b>0.18%</b>	<b>24,640.00</b>

Employee Code	Rate/ Hour	Work Hours	Type Of Hours	Total Cost	
7	75.00	16.00	ST	1,200.00	
8	60.00	150.00	ST	9,000.00	
10	59.00	0.00	ST	0.00	
11	59.00	0.00	ST	0.00	
<b>Total Estimated PW Charges:</b>				<b>0.08%</b>	

**TOTAL ESTIMATED INSPECTION CHARGES 10.00%**

EMPLOYEE CODES:

- 1=Engineer IV 2=Engineer III 3=Engineer II 4=Engineer I
- 5=Engineer In Training II 6=Engineer In Training I
- 7=Associate III 8=Associate II 9=Associate I
- 10=Inspector II 11=Inspector I
- 12=Engineering Aide II 13=Engineering Aide I 14=Surveyor

Vote on Motion            Mr. Merrell            Absent    Mr. Benton            Aye            Mrs. Lewis            Aye

**13**  
**RESOLUTION NO. 17-281**

**IN THE MATTER ACCEPTING A GRANT FROM THE CLIF AND ELLEN WAIN MEMORIAL FUND OF THE COLUMBUS FOUNDATION AND APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY DOG SHELTER:**

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

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

Whereas, the Clif and Ellen Wain Memorial Fund has authorized a grant of \$3,000 Delaware County; and

Whereas, the grant will be used to support the medical treatment of dogs;

Therefore Be It Resolved, that the Delaware County Board of Commissioners accept the grant and approve Supplemental Appropriations for ORG KEY 20411305:

<b>Supplemental Appropriations</b>		<b>Amount</b>
20411305 DOG AND KENNEL	5342 MEDICAL AND HEALTH RELATED SERVICES	\$3,000.00

Vote on Motion                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Absent

**14  
RESOLUTION NO. 17-282**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH DONLEY CONCRETE CUTTING & DRILLING COMPANY FOR CORE DRILLING AND SAW CUTTING IN CONCRETE UV CHANNELS:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Donley Concrete Cutting & Drilling Company to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Donley Concrete Cutting & Drilling Company;

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approve a purchase order with Donley Concrete Cutting & Drilling Company in the amount of \$23,815.00 from org key 66211903-5328.

**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SERVICES AGREEMENT**

This Agreement is made and entered into this 20th day of March, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Donley Concrete Cutting & Drilling Co., PO Box 272, Pickerington, Ohio 43147 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:  
Core Drilling and Saw Cutting in concrete UV channels
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Exhibit A

**2 SUPERVISION OF WORK**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 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 Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be \$23,815.00
- 4.3 Total compensation under this Agreement shall not exceed \$23,815.00 without subsequent modification
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Mark Chandler  
Address: 10333 Olentangy River Rd. Powell, Ohio 43065  
Telephone: 614-436-7999  
Email: mchandler@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Jason Young  
Address of Firm: PO Box 272  
City, State, Zip: Pickerington, Ohio 43147  
Telephone: 614-834-0300  
Email: jason.young@donleyconcrete.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work in accordance with the Proposal.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 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 Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 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.

**9 CHANGE IN SCOPE OF SERVICES**



**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

- 9.1 In the event that significant changes to the Scope of Services 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.

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 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.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

- 12.1 The Contractor 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 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.

**13 INSURANCE**

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 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. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor 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.
- 13.4 Additional Insureds: Delaware 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 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.
- 14.2 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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

---

compensation received for services or deliverables rendered hereunder. **Contractor 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.**

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 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 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.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017**

14.12 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. Benton              Aye              Mr. Merrell              Absent              Mrs. Lewis              Aye

**15  
RESOLUTION NO. 17-283**

**IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE USE OF A PROCUREMENT CARD FOR THE REGIONAL SEWER DISTRICT:**

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3<sup>rd</sup> 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Amended Card for Cory Smith:

Appointing Authority:	Board of Commissioner
Office/Department:	Regional Sewer District
Daily spending per card:	\$10,000
Monthly spending per card:	\$25,000
Single transaction limit:	\$10,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Department Coordinator: Janet Fawcett

Vote on Motion                      Mr. Merrell              Absent              Mrs. Lewis              Aye              Mr. Benton              Aye

**16  
ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator  
-Will be setting up a work session with the Engineer’s office to go over road projects

**17  
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis  
-Former Justice Stratton has invited Delaware Count to become a part of a test program for the stepping-up initiative. More details to come.  
-Sad to hear about Joe DiGenova’s death yesterday. He was such a good leader and ambassador for the community and for veterans.  
-Participated in a conference call with NACo on Friday with mid-sized counties doing the stepping-up program.

Commission Benton  
-The State of the County was held on Thursday. Very well attended event.  
-Attended the CCAO Legislative meeting this morning along with Commissioners Lewis and Merrell as well as the Sheriff, Auditor, Prosecutor and Karla Herron from the Board of Elections. The Knox County Commissioners also attended with some of their elected officials. Andy Brenner and Kris Jordan were kind enough to also attend.

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2017

---

The main topics were the opioid epidemic, the public defender reimbursements, voting machines and the Medicaid/Medicare Sales Tax.

- On Wednesday CORSA will have a renewal discussion
- There will not be a Commissioner Session on Thursday.
- Veteran’s luncheon on Wednesday in Sunbury (semi-annual meeting)

**18**

**RESOLUTION NO. 17-284**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 1:56 PM.

Vote on Motion            Mrs. Lewis            Aye            Mr. Merrell            Absent            Mr. Benton            Aye

**RESOLUTION NO. 17-285**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 2:25 PM.

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Absent            Mrs. Lewis            Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners