

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 8, 2018

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

Present:  
Jeff Benton, President  
Gary Merrell, Vice President  
Barb Lewis, Commissioner

1  
RESOLUTION NO. 18-03

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM  
REGULAR MEETING HELD DECEMBER 28, 2017 AND EMERGENCY SESSION HELD  
JANUARY 4, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on  
December 28, 2017 and an Emergency Session on January 4, 2018; 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 meetings.

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

2  
RESOLUTION NO. 18-04

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Mr. Benton, that in the matter of re-organization of the Board of Commissioners that as President  
of the Board of Commissioners for the year 2018 we appoint Commissioner Merrell. Motion seconded by Mrs.  
Lewis.

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

3  
RESOLUTION NO. 18-05

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-  
PRESIDENT:

It was moved by Mr. Merrell, that in the matter of re-organization of the Board of Commissioners that as Vice-  
President of the Board of Commissioners for the year 2018 we appoint Commissioner Lewis. Motion seconded by  
Mr. Benton.

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

4  
RESOLUTION NO. 18-06

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE  
PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO 2018:

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association  
of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the  
Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under  
the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of  
county commissioners is eligible to be designated as the Official Representative and Alternate;

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NOW THEREFORE BE IT RESOLVED that Gary Merrell, Delaware County Commissioner is designated as the Official Voting Representative of Delaware County.

BE IT FURTHER RESOLVED that Barb Lewis, Delaware County Commissioner, is designated as the Alternate Voting Representative of Delaware County.

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

**5**  
**RESOLUTION NO. 18-07**

**IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS  
BOARDS AND COMMISSIONS:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to appoint the following to the following boards and commissions:

Area 7 Board- Gary Merrell

Board of Revision-Jeff Benton

Bridges Community Action Agency Board -Barb Lewis  
(Previously the Community Action Organization Board)

CCAO Consortium (CEBCO) (CORSA)–Gary Merrell                      (Alternate-Barb Lewis)  
(Deputy County Administrator/An Additional Alternate For CEBCO AND CORS)

Central Ohio Youth Center Board (Joint Detention Center) –All 3 Commissioners  
Central Ohio Youth Center Board (Joint Detention Center) –Trustee- Jeff Benton

CIC (Community Improvement Corporation) - All 3 Commissioners

Community Corrections Planning Board – Barb Lewis

Data Processing Board – Gary Merrell

Delaware County Job and Family Services Community Planning Committee- All 3 Commissioners

Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners

DKMM Solid Waste District - All 3 Commissioners

DKMM Solid Waste District Executive Committee – Gary Merrell

DKMM Policy Board –Barb Lewis

DKMM Budget/Audit Committee – Jeff Benton

EMA/LEPC – Barb Lewis  
Alternate-Brian Galligher, Director of Safety and Security

Family and Children's First Council – Barb Lewis

Investment Committee –Barb Lewis and Jeff Benton

MORPC-All 3 Commissioners

911 Board-Gary Merrell  
911 Board alternate- Jeff Benton

Railroad Task Force-Barb Lewis

Regional Planning - All 3 Commissioners

Regional Planning Executive Committee – Gary Merrell  
Regional Planning Executive Alternate- Barb Lewis

Records Commission – Jeff Benton

The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are

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hereby repealed and superseded in accordance with this Resolution.

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

6  
PUBLIC COMMENT

7  
ELECTED OFFICIAL COMMENT

8  
RESOLUTION NO. 18-08

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,  
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0105:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0105 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount	Line
R1800005	CEBCO	2018 MEDICAL AND PRESCRIPTIONS	60211902 - 5370	\$17,000,000.00	0001
R1800006	DELTA DENTAL PLAN OF OHIO	2018 DENTAL PREMIUM	60211902 - 5370	\$ 160,000.00	0001
R1800007	INTERFLEX PAYMENTS LLC	2018 FSA CLAIMS	60211925 - 5370	\$ 50,000.00	0001
R1800008	LINCOLN NATIONAL LIFE INSURANCE CO	2018 GROUP LIFE INSURANCE PREMIUMS	60211902 - 5370	\$ 72,000.00	0001
R1800009	INTERFLEX PAYMENTS LLC	2018 FSA ADMIN FEES	60211902 - 5370	\$ 6,000.00	0001
R1800012	PNC BANK	PCARD MATERIALS	10011101 - 5200	\$ 3,000.00	0001
R1800012	PNC BANK	PCARD SERVICES	10011101 - 5300	\$ 3,200.00	0002
R1800013	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMBURSEMENT	10029203 - 5360	\$ 32,000.00	0001
R1800013	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMBURSEMENTS	10029203 - 5360	\$ 10,700.00	0002
R1800013	DELAWARE MUNICIPAL COURT JUSTICE CTR	SUPREME COURT ACTING JUDGE REIMBURSEMENTS	10029203 - 5319	\$ 20,000.00	0003
R1800014	PUBLIC FINANCE RESOURCES INC	5 YEAR FORECAST SERVICE	10011101 - 5301	\$ 7,000.00	0001

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R1800017	PNC BANK	PCARD MATERIALS	10011102 - 5200	\$ 6,000.00	0001
R1800017	PNC BANK	PCARD SERVICES	10011102 - 5300	\$ 8,000.00	0002
R1800022	TREASURER,STATE OF OHIO	BCMH REIMBURSEMENTS	10011102 - 5319	\$ 400,000.00	0001
R1800023	SOIL & WATER CONSERVATION DISTRICT	2018 GRANT	10011102 - 5601	\$ 315,000.00	0001
R1800024	OHIO STATE UNIVERSITY EXTENSION	2018 GRANT	10011102 - 5601	\$ 280,000.00	0001
R1800025	CCAO CEO	CCAO MEMBERSHIP	10011102 - 5308	\$ 10,000.00	0001
R1800026	MORPC	2018 MEMBERSHIP	10011102 - 5308	\$ 73,640.62	0001
R1800027	TREASURER,DELAWARE COUNTY	PROPERTY TAX WILLIS BUILDING	10011102 - 5380	\$ 19,000.00	0001
R1800029	EMERGENCY MANAGEMENT AGENCY	EMA APPORTIONMENT	10011102 - 5345	\$ 44,000.00	0001
R1800030	REGIONAL PLANNING	MEMBERSHIP	10011102 - 5308	\$ 132,443.00	0001
R1800031	TRIDENT SECURITY LLC	SECURITY SERVICE	10011102 - 5301	\$ 100,000.00	0001
R1800033	SQUIRE PATTON BOGGS (US) LLP	LEGAL SERVICE	10011102 - 5361	\$ 10,000.00	0001
R1800034	TREASURER,STATE OF OHIO	STATE AUDIT	10011102 - 5301	\$ 80,000.00	0001
R1800038	PNC BANK	PCARD MATERIALS	10011139 - 5200	\$ 2,800.00	0001
R1800038	PNC BANK	PCARD SERVICES	10011139 - 5300	\$ 20,000.00	0002
R1800044	TREASURER,STATE OF OHIO	CP & MUNI COURT REIMBURSEMENTS	10011202 - 5319	\$ 28,000.00	0001
R1800045	BOARD OF DEVELOPMENTAL DISABILITIES	COUNTY HOME	10011501 - 5350	\$ 15,000.00	0001
R1800046	TREASURER,STARK COUNTY	5TH DISTRICT COURT OF APPEALS	10029202 - 5301	\$ 32,000.00	0001

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R1800047	FINANCE DIRECTOR,DELAWARE CORP	CITY PROSECUTOR	10029203 - 5360	\$ 200,000.00	0001
R1800047	FINANCE DIRECTOR,DELAWARE CORP	40% SHARE MUNICIPAL COURT	10029203 - 5360	\$ 200,000.00	0002
R1800048	DELAWARE COUNTY FAIR	HOTEL BED TAX	29911190 - 5380	\$ 600,000.00	0001
R1800049	DELAWARE AREA CAREER CENTER	NORTH CAMPUS PURCHASE	41711436 - 5410	\$ 1,520,000.00	0001
R1800089	BEEMS BP DIST INC	FUEL FOR VEHICLES	10011106 - 5228	\$ 400,000.00	0001
R1800092	W D TIRE SERVICE CENTER	TIRES FOR COUNTY VEHICLES	10011106 - 5228	\$ 22,500.00	0001
R1800092	W D TIRE SERVICE CENTER	REPAIR OF TIRE	10011106 - 5328	\$ -	0002
R1800101	SUPERIOR PETROLEUM EQUIPMENT LLC	PARTS FOR EQUIPMENT	10011106 - 5228	\$ 1,500.00	0001
R1800101	SUPERIOR PETROLEUM EQUIPMENT LLC	LABOR TO REPAIR EQUIPMENT	10011106 - 5328	\$ 7,500.00	0002
R1800110	CHESROWN	PARTS TO REPAIR VEHICLES	10011106 - 5228	\$ 5,000.00	0001
R1800110	CHESROWN	LABOR TO REPAIR OF VEHICLES	10011106 - 5328	\$ 2,000.00	0002
R1800115	GERMAIN FORD OF COLUMBUS LLC	PARTS FOR COUNTY VEHICLES	10011106 - 5228	\$ 45,000.00	0001
R1800115	GERMAIN FORD OF COLUMBUS LLC	REPAIR OF COUNTY VEHICLES	10011106 - 5328	\$ 35,000.00	0002
R1800119	GOODYEAR AUTO SRVC	TIRES FOR COUNTY VEHICLES	10011106 - 5228	\$ 35,000.00	0001
R1800119	GOODYEAR AUTO SRVC	REPAIR OF COUNTY VEHICLES	10011106 - 5328	\$ 500.00	0002
R1800133	WASHINGTON AUTO PARTS	PARTS FOR COUNTY VEHICLES	10011106 - 5228	\$ 45,000.00	0001
R1800139	ARCADIS US INC	ARCFLASH 70E AND NFPA 870 REVIEW PROJECT	66211901 - 5410	\$ 299,349.18	0001

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R1800153	RRH LTD	FIRST HALF RENT FOR NORTHGATE WAY PLUS CAM FEES	10011303 - 5335	\$ 33,126.98	0001
R1800155	ALPHA GROUP OF DELAWARE INC	LAWN CARE JANITORIAL SERVICE	10011105 - 5328	\$ 10,000.00	0001
R1800166	INTEGRATED PROTECTION SERVICE INC	REPAIR FIRE ALARMS & SPRINKLERS	10011105 - 5328	\$ 4,500.00	0001
R1800166	INTEGRATED PROTECTION SERVICE INC	SERVICE AGREEMENT	10011105 - 5325	\$ 7,500.00	0002
R1800169	REPUBLIC WASTE SERVICES INC	TRASH REMOVAL	10011105 - 5338	\$ 8,300.00	0001
R1800172	BLACK & VEATCH CORP	COLLECTION SYSTEM ODOR CONTROL ASSESSMENT	66211901 - 5301	\$ 50,000.00	0001
R1800178	WORLY PLUMBING SUPPLY INC	MAINTENANCE REPAIR SUPPLIES	10011105 - 5201	\$ 5,000.00	0001
R1800178	WORLY PLUMBING SUPPLY INC	INVENTORIES SUPPLIES	10011105 - 5260	\$ 4,500.00	0002
R1800200	CITY OF DUBLIN	CITY OF DUBLIN REIMBURSEMENTS - 2018	66211903 - 5319	\$ 172,000.00	0001
R1800210	PNC BANK	Materials and Supplies	10011302 - 5200	\$ 4,500.00	0001
R1800210	PNC BANK	Services and Charges	10011302 - 5300	\$ 2,000.00	0002
R1800213	FISHEL HASS KIM ALBRECHT	Legal Fees - Workers' Comp	61311923 - 5361	\$ 40,000.00	0001
R1800219	COMPMANAGEMENT INC	WORKERS' COMP MONTHLY CLAIMS ACTIVITY	61311923 - 5370	\$ 270,000.00	0001
R1800221	SEDGWICK CLAIMS MANAGEMENT	WORKERS COMP - QUARTERLY SERVICE FEE	61311923 - 5301	\$ 25,000.00	0001
R1800224	SMITH FEIKE MINTON INSURANCE INC	EXCESS INSURANCE FEE	61311923 - 5370	\$ 100,000.00	0001

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R1800228	FROST BROWN TODD LLC	LEGAL SERVICES	66211901 - 5361	\$ 18,497.04	0001
R1800240	HDR ENGINEERING INC	PEACHBLOW PS AND FM PROJECT	66711916 - 5410	\$ 397,000.00	0001
R1800256	REPUBLIC WASTE SERVICES INC	Trash Removal	20411305 - 5338	\$ 6,000.00	0001
R1800259	PNC BANK	Materials and Supplies	20411305 - 5200	\$ 7,000.00	0001
R1800259	PNC BANK	Services and Charges	20411305 - 5300	\$ 25,000.00	0002
R1800270	HR GRAY & ASSOCIATES INC	GENERAL ENGINEERING SERVICES	66711901 - 5301	\$ 50,000.00	0001
Vote on Motion	Mrs. Lewis	Aye	Mr. Benton	Aye	Mr. Merrell Aye

9  
RESOLUTION NO. 18-09

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

- The CASA division of Juvenile Court is requesting that Jonathan Klemanski attend the CASA National Conference in Boston, MA from March 10-13, 2018 at the cost of \$1777.00 (fund number 27426314).
- The CASA division of Juvenile Court is requesting that Tammy Mathias attend the CASA National Conference in Boston, MA from March 10-13, 2018 at the cost of \$1777.00 (fund number 27426314).
- The CASA division of Juvenile Court is requesting that Elizabeth Neff attend the CASA National Conference in Boston, MA from March 10-13, 2018 at the cost of \$1777.00 (fund number 27426314).
- The Economic Development Department is requesting that Jenna Jackson attend MORPC meetings and events scheduled throughout 2018 calendar at the cost of \$190.00 (fund number 21011113).
- The Economic Development Department is requesting that Jenna Jackson and Bob Lamb attend Columbus 2020 and MODE events and meetings scheduled throughout 2018 at the cost of \$320.00 (fund number 21011113).
- The Economic Development Department is requesting that Jenna Jackson attend the Annual Groundhog Day Economic Forecast in Gahanna, Ohio at no cost.
- The Administrative Service Department is requesting that Dawn Huston, Pam Sonagere, Linda Dodds, Jon Landrum and Dana Bushong attend the 34<sup>th</sup> Annual OPELHRA Conference in Lewis Center, Ohio from February 4-6, 2018 at the cost of \$2094.00 (fund number 10011108).
- The Administrative Service Department is requesting that Dawn Huston, Pam Sonagere and Dana Bushong attend the 47<sup>th</sup> Annual NPELRA Training Conference in Charleston, SC from April 15-19, 2018 at the cost of \$4767.00 (fund number 10011108).
- The Commissioners’ office is requesting that Mike Frommer, Dawn Huston, Si Kille, Bob Lamb, Jane Hawes, Barb Lewis, Jeff Benton, Gary Merrell, Jenna Jackson and other county employees attend various MORPC, Delaware County Area Chamber of Commerce Events and various OWU events throughout the 2018 calendar year at the cost of \$3,000.00 (fund number 10011101).
- The Economic Development Department is requesting that Bob Lamb and Jenna Jackson attend NAIOP Meetings during the 2018 calendar year at the cost of \$920.00 (fund number 21011113).

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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RESOLUTION NO. 18-10

SETTING DATE AND TIME AND PLACE FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

It was moved by Mrs. Lewis, seconded by Mr. Benton to set **Thursday February 15, 2018 at 9:45 a.m.** in the Commissioners’ Hearing Room 101 North Sandusky Street Delaware, Ohio as the date, time and place for The Delaware County Board of Commissioners’ Public Hearing to consider the approval and adoption of the following Amendments to the Subdivision Regulations of Delaware County, Ohio:

- Amendment #1 Section 205.01 Final Plat Submission and Schedule;
- Amendment #2 Section 206.02 Final Plat Contents and Format

(the “Amendments”), pursuant to the Ohio Revised Code Sections 711.10, 711.132, and 711.133 (Subdivision Regulations of Delaware County, Ohio are available for review in the Delaware County Regional Planning Office and on web at [www.dcrpc.org](http://www.dcrpc.org));

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

1. A public hearing on the Amendments shall be held on **Thursday February 15, 2018 at 9:45a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
2. The clerk of this Board is directed to give notice of the public hearing on the Amendment by publication once in The Delaware Gazette, not less than 30 days prior to the hearing.
3. That this Resolution shall be in full force and effect immediately upon its adoption.

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

11

RESOLUTION NO. 18-11

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SANDS DECKER CPS, LLC. FOR ALTERATIONS TO THE DELAWARE COUNTY JAIL AT 844 US HWY 42 N, DELAWARE, OHIO:

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

Whereas, the Sheriff’ Office and Sheriff’s Office Staff and The Director of Facilities recommends approval of the following agreement between the Delaware County Board of Commissioners, Delaware County, Ohio and Sands Decker CPS, LLC. for Alterations to the Delaware County Jail at 844 US Hwy 42 N, Delaware, Ohio:

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreement with Sands Decker CPS, LLC for Alterations to the Delaware County Jail at 844 US Hwy 42 N, Delaware, Ohio 43015:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 8<sup>th</sup> day of January, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Sands Decker CPS, LLC, 1495 Old Henderson Road, Columbus, Ohio 43220 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Alterations to the Delaware County Jail at 844 US Hwy 42 N, Delaware, Ohio 43015
- 1.2 The Consultant 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 Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Consultant’s Professional Services Agreement and Project Proposal

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the “Project Manager” and agent of the County for this Agreement.



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2.2 The Project Manager shall have authority to review of changes, commencement, and suspension 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 Consultant, 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.

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.
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the lump sum fee shall be Eight Thousand Nine Hundred Dollars and Zero Cents (\$8,900.00).
- 4.3 “If Authorized” tasks shall only be performed upon written Notice of the Project Manager.
- 4.4 Total compensation under this Agreement shall not exceed \$8,900.00 without subsequent modification.
- 4.5 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.

Project Manager:

Name: Jon Melvin, Director of Facilities

Address: 1405 US Hwy 23 North, Delaware, OH 43015

Telephone: (740) 833-2280

Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Glenn E. Decker, P.E.

Address of Firm: 1495 Old Henderson Road

City, State, Zip: Columbus, OH 43220

Telephone: 614.459.6992

Email: GDecker@sandsdeckercps.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager and on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager 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.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

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- 7.1 The Consultant shall commence Work upon written Notice to Proceed (“Authorization”) of the Project Manager and shall complete the work in accordance with the Proposal.
- 7.2 Consultant 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 Consultant may make a written request for time extension, and the Project Manager 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 Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 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.

**9 CHANGE IN SCOPE OF SERVICES**

- 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 Consultant 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 CONSULTANT STAFF; ASSIGNMENT**

- 11.1 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.
- 11.2 The Consultant 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 Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the 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.

**13 INSURANCE**

- 13.1 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.
- 13.2 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.
- 13.3 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.

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- 13.4 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 services hereunder. 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.
- 13.5 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 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.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant to comply with this Subsection. Copies of applicable policies are available upon request

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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 Consultant 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 Consultant 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: 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.

- 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                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**12**  
**RESOLUTION NO. 18-12**

**IN THE MATTER OF DELEGATING CERTAIN AUTHORITY IN FURTHERANCE OF THE  
PURCHASE AND SALE OF MOTOR VEHICLES:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) is vested with the authority to contract on behalf of the county, and no other officer can bind the county by contract, unless by reason of some express provision of law; and

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, pursuant to section 307.12 of the Revised Code, the Board may sell personal property of the county, including motor vehicles, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, the Board may, in its discretion, delegate purely ministerial duties that do not require the exercise of judgment or discretion; and

WHEREAS, in the interest of administrative efficiency, the Board is desirous of delegating the purely ministerial duties of accepting delivery of; properly titling and registering; and selling, transferring, or otherwise disposing of motor vehicles the purchase or lease of which the Board has approved by resolution;

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

Section 1. The Board hereby delegates to the Director of Facilities the purely ministerial duties of executing any and all documents necessary to accept delivery of, obtain title for, properly register, sell, transfer, or otherwise dispose of motor vehicles the purchase, lease, sale, transfer, or disposition of which the Board has approved by resolution.

Section 2. This Resolution supersedes Resolution No. 17-115 and shall take immediate effect upon adoption.

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

**14**  
**RESOLUTION NO. 18-13**

**IN THE MATTER OF APPROVING A LEADS (LAW ENFORCEMENT AUTOMATED DATA SYSTEM) INFORMATION EXCHANGE AGREEMENT BETWEEN DELAWARE COUNTY EMERGENCY COMMUNICATIONS AND THE DELAWARE COUNTY SHERIFF’S OFFICE:**

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

Whereas, the 911 Communications Director recommends the approval of a LEADS Information Exchange Agreement between the Delaware County Emergency Communications and the Delaware County Sheriff’s Office;

Therefore Be it Resolved, the Emergency Communications approves the LEADS Information Exchange Agreement with the Delaware County Sheriff’s Office as follows:

**LEADS Information Exchange Agreement**

This agreement (the “Agreement”) is entered into on the 8<sup>th</sup> day of January, 2018 (the “Effective Date”) by and between the Delaware County Emergency Communications (the “9-1-1 Center”) and the Delaware County Sheriff’s Office (the “Receiving Party”).

**WHEREAS**, the Receiving Party desires to receive from the 9-1-1 Center certain criminal justice information and other information located within the Law Enforcement Automated Data System upon request by the Receiving Party from time to time; and

**WHEREAS**, the 9-1-1 Center desires to provide such information to the Receiving Party pursuant to the terms and conditions set forth in this Agreement.

**NOW THEREFORE** the parties agree to the following:  
**Section 1: Definitions**

- a. “*Applicable Laws*” means all federal, state and local statutes, laws, rules, regulations, ordinances, judicial and court rules, and all operating manuals, policy manuals, user agreements and other published materials related to the access, collection, storage, use, dissemination and release of CJI from LEADS, including, without limitation, Ohio Revised Code Sections 5503.10 and 2913.04(C), Ohio Administrative Code Chapter 4501:2-10, LEADS Operating Manual, LEADS Security Policy, NCIC Operating Manual and LEADS administrative messages, newsletters and training materials, including any and all amendments, modifications, updates or additions to any or all of the foregoing.
- b. “*CJA*” means a criminal justice agency, as defined in the LEADS Security Policy and the Ohio Administrative Code in effect at the time this agreement is executed.
- c. “*CJI*” means criminal justice information, as defined in the LEADS Security Policy and the Ohio Administrative Code in effect at the time this agreement is executed.
- d. “*LEADS*” means the Law Enforcement Automated Data System, which is the statewide computerized network providing data and communications for criminal justice agencies within the State of Ohio administered by the Ohio State Highway Patrol.
- e. “*LEADS Operating Manual*” means that certain Law Enforcement Automated Data System Operating Manual, as the same may be amended, modified and updated from time to time.
- f. “*LEADS Security Policy*” means that certain Law Enforcement Automated Data System Security Policy, as the same may be amended, modified and updated from time to time.

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g. “*NCIC Operating Manual*” means that certain National Crime Information Center Operating Manual, as the same may be amended, modified and updated from time to time.

**Section 2: Term**

This Agreement shall take immediate effect upon approval by all Parties and shall continue in full force and effect for one (1) year, and it shall automatically renew on a yearly basis. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

**Section 3: Purpose**

The 9-1-1 Center agrees to provide to the Receiving Party any CJI and other information from LEADS requested by an authorized agent, employee or representative of the Receiving Party.  
Representations and Warranties

**Section 4: Representations and Warranties**

The Receiving Party represents and warrants the following: (a) the Receiving Party is a CJA and is authorized pursuant to all Applicable Laws to receive CJI and other information from LEADS; (b) the Receiving Party is not in violation of any Applicable Laws as of the Effective Date; and (c) the Receiving Party will remain in compliance with all Applicable Laws during the term of this Agreement.

**Section 5: Obligations of the Receiving Party**

The Receiving Party agrees that it will do all of the following:

**Section 5.1: Use of System:** Request, access and use CJI and information obtained from LEADS for official criminal justice purposes only and for no other purposes.

**Section 5.2: Dissemination:** Perform any secondary dissemination of CJI or information obtained from LEADS in accordance with all Applicable Laws.

**Section 5.3: Record Keeping:** Maintain records regarding Receiving Party’s use and dissemination of CJI.

**Section 5.4: Training:** Ensure all employees, agents and representatives of Receiving Party having access to CJI and information obtained from LEADS receive proper initial and ongoing training and maintain a record of all such persons receiving training, including the date, time and subject matter of the training.

**Section 5.5: Security:** Limit access to CJI and information obtained from LEADS to authorized employees, agents and representatives of Receiving Party, except in situations where dissemination is permitted or required by Applicable Laws, and destroy all hard copy printouts of CJI and other information obtained from LEADS promptly upon the Receiving Party’s reasonable determination that such information is no longer needed by the Receiving Party and in accordance with law and the CJA’s record retention schedule.

**Section 6: Auditing**

The 9-1-1 Center and the LEADS staff shall each have access to records as are reasonably necessary and permitted by Applicable Laws to audit all logs and records pertaining to CJI obtained from LEADS to determine whether Receiving Party is operating in compliance with the terms of this Agreement and all Applicable Laws.

**Section 7: Legal Contingencies**

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

**Section 8: Miscellaneous Terms & Conditions**

**Section 8.1 Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

**Section 8.2 Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

**Section 8.3 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.

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**Section 8.4 Drafting, Counterparts, and Signatures:** This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal’s behalf and is authorized to bind such principal.

**Section 8.5 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.

**Section 8.6 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 in full force and effect.

**Section 8.7 Notices:** Any notices provided regarding this Agreement shall be effective if delivered via hand delivery, USPS, a reputable national overnight courier service, or email to the other party at the address listed below the party’s signature to this Agreement.

**Section 8.8 Consideration:** The parties agree that the services performed/provided and/or deliverables provided/received pursuant to this Agreement are good and valuable consideration and that this Agreement is supported by sufficient good and valuable consideration. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

NO FISCAL OFFICER’S CERTIFICATION REQUIRED (RC 5705.41(D)): No actual funds are to be exchanged between the Parties in connection with this Agreement. No Fiscal Officer’s Certification is required.

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

**15**  
**RESOLUTION NO. 18-14**

**IN THE MATTER OF APPROVING A LEADS (LAW ENFORCEMENT AUTOMATED DATA SYSTEM) INFORMATION EXCHANGE AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE AND DELAWARE COUNTY EMERGENCY COMMUNICATIONS:**

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

Whereas, the 911 Communications Director recommends the approval of a LEADS Information Exchange Agreement between the Delaware County Sheriff’s Office and the Delaware County Emergency Communications ;

Therefore Be it Resolved, the Board of Commissioners approves the LEADS Information Exchange Agreement with the Delaware County Sheriff’s Office as follows:

**LEADS Information Exchange Agreement**

This agreement (the “Agreement”) is entered into on the 8<sup>th</sup> day of January, 2018 (the “Effective Date”) by and between the Delaware County Sheriff’s Office (the “Sheriff’s Office”) and the Delaware County Emergency Communications (the “Receiving Party”).

**WHEREAS**, the Receiving Party desires to receive from the Sheriff’s Office certain criminal justice information and other information located within the Law Enforcement Automated Data System upon request by the Receiving Party from time to time; and

**WHEREAS**, the Sheriff’s Office desires to provide such information to the Receiving Party pursuant to the terms and conditions set forth in this Agreement.

**NOW THEREFORE** the parties agree to the following:

**Section 1: Definitions**

a. “*Applicable Laws*” means all federal, state and local statutes, laws, rules, regulations, ordinances, judicial and court rules, and all operating manuals, policy manuals, user agreements and other published materials related to

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the access, collection, storage, use, dissemination and release of CJI from LEADS, including, without limitation, Ohio Revised Code Sections 5503.10 and 2913.04(C), Ohio Administrative Code Chapter 4501:2-10, LEADS Operating Manual, LEADS Security Policy, NCIC Operating Manual and LEADS administrative messages, newsletters and training materials, including any and all amendments, modifications, updates or additions to any or all of the foregoing.

b. “*CJA*” means a criminal justice agency, as defined in the LEADS Security Policy and the Ohio Administrative Code in effect at the time this agreement is executed.

c. “*CJI*” means criminal justice information, as defined in the LEADS Security Policy and the Ohio Administrative Code in effect at the time this agreement is executed.

d. “*LEADS*” means the Law Enforcement Automated Data System, which is the statewide computerized network providing data and communications for criminal justice agencies within the State of Ohio administered by the Ohio State Highway Patrol.

e. “*LEADS Operating Manual*” means that certain Law Enforcement Automated Data System Operating Manual, as the same may be amended, modified and updated from time to time.

f. “*LEADS Security Policy*” means that certain Law Enforcement Automated Data System Security Policy, as the same may be amended, modified and updated from time to time.

g. “*NCIC Operating Manual*” means that certain National Crime Information Center Operating Manual, as the same may be amended, modified and updated from time to time.

## **Section 2: Term**

This Agreement shall take immediate effect upon approval by all Parties and shall continue in full force and effect for one (1) year, and it shall automatically renew on a yearly basis. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

## **Section 3: Purpose**

The Sheriff’s Office agrees to provide to the Receiving Party any CJI and other information from LEADS requested by an authorized agent, employee or representative of the Receiving Party.

## **Section 4: Representations and Warranties**

The Receiving Party represents and warrants the following: (a) the Receiving Party is a CJA and is authorized pursuant to all Applicable Laws to receive CJI and other information from LEADS; (b) the Receiving Party is not in violation of any Applicable Laws as of the Effective Date; and (c) the Receiving Party will remain in compliance with all Applicable Laws during the term of this Agreement.

## **Section 5: Obligations of the Receiving Party**

The Receiving Party agrees that it will do all of the following:

**Section 5.1: Use of System:** Request, access and use CJI and information obtained from LEADS for official criminal justice purposes only and for no other purposes.

**Section 5.2: Dissemination:** Perform any secondary dissemination of CJI or information obtained from LEADS in accordance with all Applicable Laws.

**Section 5.3: Record Keeping:** Maintain records regarding Receiving Party’s use and dissemination of CJI.

**Section 5.4: Training:** Ensure all employees, agents and representatives of Receiving Party having access to CJI and information obtained from LEADS receive proper initial and ongoing training and maintain a record of all such persons receiving training, including the date, time and subject matter of the training.

**Section 5.5: Security:** Limit access to CJI and information obtained from LEADS to authorized employees, agents and representatives of Receiving Party, except in situations where dissemination is permitted or required by Applicable Laws, and destroy all hard copy printouts of CJI and other information obtained from LEADS promptly upon the Receiving Party’s reasonable determination that such information is no longer needed by the Receiving Party and in accordance with law and the CJA’s record retention schedule.



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Section 6: Auditing

The Sheriff’s Office and the LEADS staff shall each have access to records as are reasonably necessary and permitted by Applicable Laws to audit all logs and records pertaining to CJI obtained from LEADS to determine whether Receiving Party is operating in compliance with the terms of this Agreement and all Applicable Laws.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: Miscellaneous Terms & Conditions

**Section 8.1: Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

**Section 8.2: Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

**Section 8.3: 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.

**Section 8.4: Drafting, Counterparts, and Signatures:** This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal’s behalf and is authorized to bind such principal.

**Section 8.5: 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.

**Section 8.6: 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 in full force and effect.

**Section 8.7: Notices:** Any notices provided regarding this Agreement shall be effective if delivered via hand delivery, USPS, a reputable national overnight courier service, or email to the other party at the address listed below the party’s signature to this Agreement.

**Section 8.8: Consideration:** The parties agree that the services performed/provided and/or deliverables provided/received pursuant to this Agreement are good and valuable consideration and that this Agreement is supported by sufficient good and valuable consideration. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

**NO FISCAL OFFICER’S CERTIFICATION REQUIRED (RC 5705.41(D)):** No actual funds are to be exchanged between the Parties in connection with this Agreement. No Fiscal Officer’s Certification is required.

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

**16**  
**RESOLUTION NO. 18-15**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR**

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CHESHIRE WOODS SECTION 3 PHASE B:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Cheshire Woods Section 3 Phase B.

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 8<sup>th</sup> day of January 2018, by and between **Homewood Corporation**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Cheshire Woods Section 3B** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Parties mutually agree that the prior Subdivider's Agreement, dated August 3, 2017, and approved via Resolution No. 17-815, is terminated and no longer of any force or effect.

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Cheshire Woods Section 3B**, dated **6/16/2017**, and approved by the County on **6/29/2017**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **35** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$74,435.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials \_\_\_\_\_ Date \_\_\_\_\_

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for **Cheshire Woods Section 3B**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Cheshire Woods Section 3B (\$2,605.00)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$5,955.00** estimated to be necessary to pay the cost of inspection for **Cheshire Woods Section 3B** by the Delaware County Sanitary Engineer. The Delaware County Sanitary

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Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Cheshire Woods Section 3B** as required by the County.

**SECTION V: CONSTRUCTION**

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

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

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

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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

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

**SECTION VI: EASEMENTS**

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

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all

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construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**17**  
**RESOLUTION NO 18-16**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT TO BONDED CHEMICALS, INC. FOR THE 2018 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT, DCRSD CONTRACT #18-01:**

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

Whereas: Sealed bids for the 2018 Ferric Chloride Chemical Supply Contract were received at the Office of the Delaware County Sanitary Engineer at 10:00 a.m. Thursday, December 7, 2017; and

WHEREAS: Two (2) bids were received. The lowest and best bid received was from Bonded Chemicals, Inc.; and

WHEREAS: The Sanitary Engineer recommends awarding a contract to Bonded Chemicals, Inc.; and

Now, therefore, be it resolved that the bid for the 2018 Ferric Chloride Chemical Supply Contract be awarded to Bonded Chemicals, Inc. The Sanitary Engineer shall prepare the necessary Notice of Award and Contract documents, and submit them to the contractor for execution.

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Bonded Chemicals, Inc.

**2018 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT  
DCRSD CONTRACT #18-01**

This Agreement is made and entered into this 8th day of January, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015

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(“County”), and Bonded Chemicals, Inc. (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor will provide “Services” in connection with the following “Project”: Delivery of ferric chloride in accordance with the Bid Documents, which are by this reference fully incorporated herein.

**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.

**4 COMPENSATION**

4.1 Compensation shall be based upon the unit price in Contractor’s Bid.

**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: Julie McGill  
  
Address: 50 Channing St. Delaware, OH 43015  
  
Telephone: (740) 833-2240  
  
Email: [jmcgill@co.delaware.oh.us](mailto:jmcgill@co.delaware.oh.us)

Contractor:

Name of Principal in Charge:  
  
Address of Firm: 2645 Charter Street  
  
City, State, Zip: Columbus, Ohio 43228  
  
Telephone: 614-777-9240  
  
Email:

**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 Bid Price.

6.2 Invoices shall be submitted to the Sanitary Engineer 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 SUSPENSION OR TERMINATION OF AGREEMENT**

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7.1 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.

7.2 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.

7.3 This Agreement shall expire on December 31, 2019, with the option to extend the length of the Agreement for up to two (2) years if mutually agreeable by both Owner and Contractor.

## **8 INDEMNIFICATION**

8.1 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.

8.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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.

## **9 INSURANCE**

9.1 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.

9.2 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.

9.3 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.

9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

9.5 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.

## **10 MISCELLANEOUS TERMS AND CONDITIONS**

10.1 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.

10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **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.**

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10.3 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.

10.4 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.

10.5 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.

10.6 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.

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

10.8 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.

10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and 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.

10.10 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.

10.11 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.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

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

**18**  
**RESOLUTION NO 18-17**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT TO POLYDYNE, INC.**



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FOR THE 2018 VARIOUS EMULSION POLYMERS CHEMICAL SUPPLY CONTRACT FOR THE  
DELAWARE COUNTY REGIONAL SEWER DISTRICT, DCRSD CONTRACT #18-02:

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

Whereas: Sealed bids for the 2018 Various Emulsion Polymers Chemical Supply Contract were received at the Office of the Delaware County Sanitary Engineer at 10:00 a.m. Thursday, December 7, 2017; and

WHEREAS: One (1) bid was received. The lowest and best bid received was from Polydyne Inc.; and

WHEREAS: The Sanitary Engineer recommends awarding a non-exclusive contract to Polydyne Inc.; and

Now, therefore, be it resolved that the bid for the 2018 Various Emulsion Polymers Chemical Supply Contract be awarded to Polydyne Inc. The Sanitary Engineer shall prepare the necessary Notice of Award and Contract documents, and submit them to the contractor for execution.

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Polydyne Inc.

2018 VARIOUS EMULSION POLYMERS CHEMICAL SUPPLY CONTRACT  
DCRSD CONTRACT #18-02

This Agreement is made and entered into this 8th day of January, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Polydyne Inc. (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”: Delivery of various emulsion polymers in accordance with the Bid Documents, which are by this reference fully incorporated herein.

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

1.1 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.

4 COMPENSATION

4.1 Compensation shall be based upon the unit price in Contractor’s Bid.

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: Julie McGill  
Address: 50 Channing St. Delaware, OH 43015  
Telephone: (740) 833-2240  
Email: [jmcgill@co.delaware.oh.us](mailto:jmcgill@co.delaware.oh.us)

Contractor:  
Name of Principal in Charge:  
Address of Firm: P.O. Box 279, 1 Chemical Plant Rd.  
City, State, Zip: Riceboro, GA 31323  
Telephone: 912-880-2035  
Email:

6 PAYMENT



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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 Bid Price.

6.2 Invoices shall be submitted to the Sanitary Engineer 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 SUSPENSION OR TERMINATION OF AGREEMENT**

7.1 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.

7.2 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.

7.3 This Agreement shall expire on December 31, 2019, with the option to extend the length of the Agreement for up to two (2) years if mutually agreeable by both Owner and Contractor.

## **8 INDEMNIFICATION**

8.1 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.

8.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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.

## **9 INSURANCE**

9.1 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.

9.2 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.

9.3 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.

9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

9.5 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.

## **10 MISCELLANEOUS TERMS AND CONDITIONS**

10.1 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

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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.

10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **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.**

10.3 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.

10.4 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.

10.5 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.

10.6 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.

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

10.8 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.

10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and 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.

10.10 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.

10.11 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

19  
RESOLUTION NO. 18-18

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE ALONG WITH TRADE-IN:

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

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles, or other conveyances and maintain them for the use of the County Engineer and the Engineer’s assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for a Pro-Cut Heavy Duty Flail Head, a Compact Track Loader, a Worksite Cold Planer, a Multi-Purpose Bucket, a Hydraulic Excavator and a Brine Tank for use in performing the office’s official duties; and

WHEREAS, the Board is a member of the State of Ohio cooperative purchasing program and the National Joint Purchasing Alliance’s cooperative purchasing program; and

WHEREAS, the Pro-Cut Heavy Duty Flail Head, Compact Track Loader, Worksite Cold Planer, Multi-Purpose Bucket and Hydraulic Excavator are available for purchase via the State of Ohio cooperative purchasing program; and

WHEREAS, the Brine Tank is available for purchase via the National Joint Purchasing Alliance’s cooperative purchasing program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, a vendor is offering a trade-in credit on the purchase of the John Deere Compact Track Loader, John Deere Worksite Cold Planer and John Deere Multi-Purpose Bucket; and

WHEREAS, the County has a 1996 Case Skid Steer, VIN #JAF0194236; a 1996 Alitec Cold Planer, and a 2014 Alitec Cold Planer, VIN #1740B2 that are not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the new Compact Track Loader, Worksite Cold Planer and Multi-Purpose Bucket;

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

Section 1. The Board hereby authorizes the purchase of a Bomford Pro-Cut Heavy Duty Flail Head Equipped with Bushmaster Flails from Parsons Equipment (“Vendor #1”) at a price of \$9,179.00.

Section 2: The Board hereby authorizes the purchase of a John Deere 331G Compact Track Loader from JD Equipment (“Vendor #2”) at a price of \$63,299.13.

Section 3: The Board hereby authorizes the purchase of a John Deere Worksite Cold Planer CP24 D from Vendor #2 at a price of \$18,887.46.

Section 4: The Board hereby authorizes the purchase of a John Deere MP78B Multi-Purpose Bucket from Vendor #2 at a price of \$4,091.81.

Section 5: The Board hereby authorizes the purchase of a Kobelco SK85 Excavator from Southeastern Equipment (“Vendor #3”) at a price of \$95,896.30.

Section 6: The Board hereby authorizes the purchase of a Henderson LAS 3135GAL Brine Tank from Henderson Products-OH (“Vendor #4”) at a price of \$27,319.00.

Section 7: The purchases authorized in Sections 1-5 shall be subject to the contract and terms and conditions for Index #515, Contract #800359 of the State of Ohio cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

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Section 8: The purchases authorized in Section 6 shall be subject to the contract and terms and conditions for Contract #080114-HPI of the National Joint Purchasing Alliance’s cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 9: The Board hereby finds that the County has a 1996 Case Skid Steer, VIN #JAF0194236; a 1996 Alitec Cold Planer; and a 2014 Alitec Cold Planer, VIN #1740B2 that are not needed, obsolete, or unfit for public use and authorizes the sale of the 1996 Case Skid Steer for a price of \$11,000, the sale of the 1996 Alitec Colder Planer for a price of \$1,500 and the sale of the 2014 Alitec Colder Plan for a price of \$4,150 to Vendor #2 for the total price of \$16,650.00 as a credit on the total purchase price for the purchases approved in Sections 2–4.

Section 10: The Board hereby finds that the County has a 2001 Case Backhoe, VIN #JJG0286732, and a 1998 Case Backhoe, VIN #JG0211540 that are not needed, obsolete, or unfit for public use and authorizes the sale of the 2001 Case Backhoe at a price of \$12,500.00 and the 1998 Case Backhoe at a price of \$10,000.00 to Vendor #3 as a credit on the purchase price stated in Section 5.

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

**20**  
**RESOLUTION NO. 18-19**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ENGINEERING MATERIALS FOR 2018:**

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following Engineering Materials: 2018 Curb and Sidewalk Construction, 2018 Asphalt Materials, and 2018 Tree Clearing.

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2018 Curb and Sidewalk Construction, 2018 Asphalt Materials, and 2018 Tree Clearing.

**2018 Curb and Sidewalk Bid**

**Public Notice  
Advertisement for Bids**

Bid shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, January 30, 2018, at which time they will be publicly received and read aloud, for the project known as  
**2018 Curb and Sidewalk Construction Annual Contract**

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 prices of this contract shall be in effect from February 12, 2018 to December 31, 2018. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

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

Delaware Gazette Advertisement Dates:  
January 12, 2018

**SPECIFICATIONS  
2018 Curb and Sidewalk Construction  
Annual Contract**

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**Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform construction of curbs, curb ramps and walks at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as “County”) or any of its cooperative purchasing partners.

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2016 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

**Item 253 Pavement Repair.** The depth of the pavement repair shall be 8 inches or the full depth of the existing asphalt pavement, whichever is less.

**Item 624 Mobilization.** The requirements of Item 624 shall apply. Only one mobilization charge will be approved if several work sites are ordered at one time (single project), AND all are within 0.5 miles of one another.

**Item 659 Topsoil, As Per Plan.** Provide pulverized topsoil that is fertile, loose, friable, and loamy. The topsoil shall contain between 6 % and 20% organic material. Topsoil shall not contain more than 18 % moisture and shall be free of weeds and other deleterious material. If this cannot be met with topsoil onsite, commercial pulverized topsoil shall be purchased at no additional cost.

**TRAFFIC CONTROL**

Temporary traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The Contractor shall provide necessary signing, drums, and works to protect the work area. Work on the shoulder shall be in conformance with typical application #3 (TA-3) or typical application #6 (TA-6). The cost of providing signing, drums and all other necessary labor, equipment and materials to conform to these typical applications shall be considered incidental to Item 624, Mobilization and no additional compensation shall be provided.

If the Engineer requires that one lane be closed to traffic, the Contractor shall provide flaggers in accordance with the OMUTCD. Payment shall be made at the contract price bid for Item 614, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.

**MINIMUM QUANTITIES**

The bid blank provides minimum payment quantities for a single work order, which may include multiple

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locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

**OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS**

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

1. **Curb Ramp** – BP-7.1
2. **Curb, Type 6 Backup** – BP-5.1
3. **Combination Curb and Gutter, Type 2** – BP-5.1
4. **Combination Curb and Gutter, DCEO** – R2010

**PREVAILING WAGE RATES**

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

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

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

**MISCELLANEOUS TERMS AND CONDITIONS**

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

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

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

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

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

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

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

**Independent Contractor:** The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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



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compensation received for services or deliverables rendered hereunder.

**Contractor shall certify 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.**

**2018 Asphalt Materials 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 3, 2018, at which time they will be publicly received and read aloud, for the project known as:

**2018 Asphalt Materials  
Supply Contract**

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 November 30, 2018. The estimated commencement of work date is April 16, 2018.

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 16, 2018

**SPECIFICATIONS  
2018 Asphalt Materials  
Supply Contract  
Delaware County, Ohio**

**GENERAL**

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

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

- All political subdivisions within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

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

**NON-EXCLUSIVE AWARD**

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

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

**TERM OF CONTRACT**

This contract shall be in effect from April 16, 2018 to November 30, 2018. The County reserves the right to cancel the contract at any time, in the best interest of the County.

**MATERIAL SPECIFICATIONS**

2016 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02):	MC-30 (medium curing cutback asphalt)
Asphalt Emulsions (702.04):	RS-2 (rapid setting emulsion) RS-2P (polymer modified rapid setting emulsion) CRS-2 (cationic rapid setting emulsion) CRS-2P (cationic, polymer modified rapid setting emulsion) SS-1 (slow setting asphalt emulsion) SS-1H (slow setting asphalt emulsion, hard pen)
Asphalt Concrete Base -HMA (301.02, 302.02):	301 Asphalt Concrete Base 302 Asphalt Concrete Base
Asphalt Concrete-HMA (441):	Type 1 Surface Mix Type 1 Intermediate Mix Type 2 Intermediate Mix

**ORDERS AND DELIVERY**

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

**LIQUID ASPHALTS**

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

**ASPHALT CONCRETE MATERIALS**

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

**MISCELLANEOUS TERMS AND CONDITIONS**

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

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

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



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

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

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

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

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

**Contractor shall certify 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.**

**2018 Tree Clearing Bid**

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00am on Tuesday, January 30, 2018, at which time they will be publicly received and read aloud, for the project known as:

**2018 Tree Clearing  
Annual Contract**

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 prices of this contract shall be in effect from February 12, 2018 to December 31, 2018. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates:  
January 12, 2018

**SPECIFICATIONS  
2018 Tree Clearing  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

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

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

**GENERAL REQUIREMENTS**

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

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

**TRAFFIC CONTROL**

The Contractor shall provide required work zone signing and temporary traffic control conforming to the ODOT CMS and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). All signs shall be placed on temporary sign supports at locations approved by the Engineer.

**MINIMUM QUANTITIES**

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The following items include all labor, equipment, materials, and incidentals necessary to complete the work.

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

The 2016 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

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

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away and properly disposed of off-site.

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

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

TABLE 201.05-1

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

**Item 624, Maintaining Traffic.** This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

**Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.** This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

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

MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

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

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

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by

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the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

**Contractor shall certify 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.**

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

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**RESOLUTION NO. 18-20**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2018-19 MOWING CONTRACT SOUTH OF US 36 AND 2018-19 MOWING CONTRACT NORTH OF US 36:**

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for 2018-19 Mowing Contract South of US 36 and 2018-19 Mowing Contract North of US 36;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2018-19 Mowing Contract South of US 36 and 2018-19 Mowing Contract North of US 36;

**2018-19 Mowing Contract South of US 36**

**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, January 30, 2018, at which time they will be publicly received and read aloud, for the project known as:  
**2018-2019 Roadside Mowing (South)**

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%) 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 prices of this contract shall be in effect from May 14, 2018 to December 31, 2019.

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

Delaware Gazette Advertisement Dates:  
January 12, 2018

**SPECIFICATIONS  
2018-19 Mowing Contract  
County Mowing Contract South of US 36  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform roadside mowing at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County").

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

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

**TERM OF CONTRACT**

This contract shall be in effect from May 14, 2018 to December 31, 2019. The County reserves the right to cancel the contract at any time, in the best interest of the County.

**ADDITIVE ALTERNATE BID**

This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

**SCOPE OF WORK – BASE BID**

The Base Bid item includes one season of mowing of all Delaware County roads South of State Route 36 in Delaware County, Ohio, totaling 172.87 centerline miles as specified on the Delaware County 2015-2016 Highway Map on file in the Delaware County Engineer's Office.

**SCOPE OF WORK – ALTERNATE BID #1 (SECOND YEAR)**

Alternate Bid #1: This item includes a second season of mowing in 2019 using the same dates and specifications for the Base Bid.

**SCOPE OF WORK – ALTERNATE BID #2 (SUPPLEMENTAL MOWING)**

Alternate Bid #2: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

**SPECIFICATIONS**

**1. General Requirements.** Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

**2. Schedule of Work.** All roads shall be mowed a minimum of four (4) times annually as follows:

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**Round 1.** The first round of mowing shall begin on or about Monday, May 14<sup>th</sup> or as determined by the Engineer and shall be completed by June 8<sup>th</sup> and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

**Round 2.** The second round of mowing shall begin on or about June 18<sup>th</sup> and shall be completed on or before July 13<sup>th</sup> and shall include a strip that extends from the edge of pavement to the edge of the right of way.

**Round 3.** The third round of mowing shall begin on or about July 30<sup>th</sup> and shall be completed on or before August 24<sup>th</sup> and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

**Round 4.** The fourth round of mowing shall begin on or about September 10<sup>th</sup> and shall be completed on or before October 5<sup>th</sup> and shall include a strip that extends from the edge of pavement to the edge of the right of way.

The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

If Rounds 1 and/or 2 are completed ahead of their scheduled completion dates, permission may be granted by the Engineer to proceed with the next round ahead of the set starting date for that round.

**3. Mowing Equipment.** The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, measured as no more than a 2 foot diameter around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

**4. Maintenance of Traffic.** The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

**A. Temporary Traffic Control.** The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

**5. Inspection.** The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

**6. Prosecution and Progress.** The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract

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mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

**7. Fuel Price Adjustment.** A Fuel Price Adjustment shall be applied to any payments made under this contract. Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor while a negative Fuel Price Adjustment will result in a deduction.

The County will base the Fuel Price Adjustment on the Monthly Base Price (Mbp) as calculated by the Ohio Department of Transportation's (ODOT's). The method for calculating the Monthly Base Price (Mbp) will be on file in the ODOT Division of Construction Management.

The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values are posted on the Division of Construction Management, Office of Construction Administration website at: <http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

**Average Monthly Base Price (Average Mbp):**

The average Monthly Base Price (Mbp) for the mowing season shall be the average Mbp for the months of June, July, August, September and October of the mowing season.

$$\text{Average Mbp} = [(\text{June Mbp}) + (\text{July Mbp}) + (\text{August Mbp}) + (\text{September Mbp}) + (\text{October Mbp})] / 5$$

**Fuel Price Adjustment (Fpa):**

The Fuel Price Adjustment (Fpa) for the mowing season shall be calculated as half (50%) of the algebraic difference between the Average Mbp and the Cbp, according to the following formula:

$$\text{Fpa} = [(\text{Average Mbp} - \text{Cbp}) \times 0.50] / \text{Cbp}$$

An Fpa between 0.90 and 1.10 (inclusive) shall be considered 1.0 and no adjustment to the contract unit price shall be made. Only Fpa values of less than 0.90 or greater than 1.10 shall be applied to the contract unit price.

The minimum Fpa that may be applied to the contract unit price is 0.50. The maximum Fpa that may be applied to the contract unit price is 1.50.

**Revised Unit Price = Original Contract Unit Price x Fpa**

The original contract unit price for each mowing round shall be multiplied by the Fpa to determine the actual unit price for payment of work during the mowing season. The Fuel Price Adjustment for the mowing season will be paid, or deducted, upon approval of the final payment at completion of the mowing season. Contractor markups are not permitted.

**8. Liability.** The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

**9. Method of Measurement and Payment.** Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

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**MISCELLANEOUS TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

**Insurance**:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. *Bodily Injury and Property Damage Liability Insurance* under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

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

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar



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operation on an “if any” basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide “Broad Form Property Damage Liability”, and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

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

The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

**2018-19 Mowing contract North of US 36**

**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, February 6, 2018, at which time they will be publicly received and read aloud, for the project known as:

**2018-19 Roadside Mowing (North)**

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 prices of this contract shall be in effect from May 14, 2018 to December 31, 2019.

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

Delaware Gazette Advertisement Dates:  
January 19, 2018

**SPECIFICATIONS  
2018-19 Mowing Contract  
County Mowing Contract North of US 36  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform roadside mowing at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as “County”).

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

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

**TERM OF CONTRACT**

This contract shall be in effect from May 14, 2018 to December 31, 2019. The County reserves the right to cancel the contract at any time, in the best interest of the County.

**ADDITIVE ALTERNATE BID**

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This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

**SCOPE OF WORK – BASE BID**

The Base Bid item includes one season of mowing of all Delaware County roads North of State Route 36 in Delaware County, Ohio, totaling 172.87 centerline miles as specified on the Delaware County 2015-2016 Highway Map on file in the Delaware County Engineer's Office.

**SCOPE OF WORK – ALTERNATE BID #1 (SECOND YEAR)**

Alternate Bid #1: This item includes a second season of mowing in 2019 using the same dates and specifications for the Base Bid.

**SCOPE OF WORK – ALTERNATE BID #2 (SUPPLEMENTAL MOWING)**

Alternate Bid #2: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

**SPECIFICATIONS**

**1. General Requirements.** Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

**2. Schedule of Work.** All roads shall be mowed a minimum of four (4) times annually as follows:

**Round 1.** The first round of mowing shall begin on or about Monday, May 14<sup>th</sup> or as determined by the Engineer and shall be completed by June 8<sup>th</sup> and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

**Round 2.** The second round of mowing shall begin on or about June 18<sup>th</sup> and shall be completed on or before July 13<sup>th</sup> and shall include a strip that extends from the edge of pavement to the edge of the right of way.

**Round 3.** The third round of mowing shall begin on or about July 30<sup>th</sup> and shall be completed on or before August 24<sup>th</sup> and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

**Round 4.** The fourth round of mowing shall begin on or about September 10<sup>th</sup> and shall be completed on or before October 5<sup>th</sup> and shall include a strip that extends from the edge of pavement to the edge of the right of way.

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The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

If Rounds 1 and/or 2 are completed ahead of their scheduled completion dates, permission may be granted by the Engineer to proceed with the next round ahead of the set starting date for that round.

**3. Mowing Equipment.** The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, measured as no more than a 2 foot diameter around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

**4. Maintenance of Traffic.** The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

**A. Temporary Traffic Control.** The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

**5. Inspection.** The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

**6. Prosecution and Progress.** The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

**7. Fuel Price Adjustment.** A Fuel Price Adjustment shall be applied to any payments made under this contract. Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor while a negative Fuel Price Adjustment will result in a deduction.

The County will base the Fuel Price Adjustment on the Monthly Base Price (Mbp) as calculated by the Ohio Department of Transportation's (ODOT's). The method for calculating the Monthly Base Price (Mbp) will be on file in the ODOT Division of Construction Management.

The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values are posted on the Division of Construction Management, Office of Construction

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Administration website at: <http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

**Average Monthly Base Price (Average Mbp):**

The average Monthly Base Price (Mbp) for the mowing season shall be the average Mbp for the months of June, July, August, September and October of the mowing season.

$$\text{Average Mbp} = [(\text{June Mbp}) + (\text{July Mbp}) + (\text{August Mbp}) + (\text{September Mbp}) + (\text{October Mbp})] / 5$$

**Fuel Price Adjustment (Fpa):**

The Fuel Price Adjustment (Fpa) for the mowing season shall be calculated as half (50%) of the algebraic difference between the Average Mbp and the Cbp, according to the following formula:

$$\text{Fpa} = [(\text{Average Mbp} - \text{Cbp}) \times 0.50] / \text{Cbp}$$

An Fpa between 0.90 and 1.10 (inclusive) shall be considered 1.0 and no adjustment to the contract unit price shall be made. Only Fpa values of less than 0.90 or greater than 1.10 shall be applied to the contract unit price.

The minimum Fpa that may be applied to the contract unit price is 0.50. The maximum Fpa that may be applied to the contract unit price is 1.50.

**Revised Unit Price = Original Contract Unit Price x Fpa**

The original contract unit price for each mowing round shall be multiplied by the Fpa to determine the actual unit price for payment of work during the mowing season. The Fuel Price Adjustment for the mowing season will be paid, or deducted, upon approval of the final payment at completion of the mowing season. Contractor markups are not permitted.

**8. Liability.** The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

**9. Method of Measurement and Payment.** Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

**MISCELLANEOUS TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

Insurance:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

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

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

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

The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

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

**22**  
**RESOLUTION NO. 18-21**

**IN THE MATTER OF DECLARING THE NECESSITY OF SIGNAL INSTALLATION AT THE INTERSECTION OF HOME ROAD AND SCIOTO CHASE BOULEVARD:**

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

Whereas the County Engineer has prepared plans, specifications and estimate for the project known as DEL-CR 124-02.75, Home Road and Scioto Chase Boulevard Signal Improvements (Improvement), and;

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

Section 1: The plans, specifications and estimate for the Improvement are hereby approved; and

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

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

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00am on Tuesday, January 30, 2018, at which time they will be publicly received and read aloud, for the project known as:

**DEL-CR 124-02.75**  
**Home Road and Scioto Chase Blvd Signal Improvements**

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 July 31, 2018. The estimated commencement of work date is February 12, 2018.

Please see work restriction dates listed in the proposal notes.

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:  
January 12 2018

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

**23**  
**RESOLUTION NO. 18-22**

**IN THE MATTER OF APPROVING AN AGREEMENT WITH E.L. ROBINSON FOR IMPROVEMENTS TO BALE KENYON ROAD:**

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

WHEREAS, the Orange Township Board of Trustees has determined that minor widening and/or reconstruction of Bale Kenyon Road commencing 255' +/- north of Powell Road and extending to south of Orange Road is needed to achieve a standard 2-lane roadway cross section with a 10' shared use path, along with construction of

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left turn lanes at Pine Ridge Drive and Waverly Place to help with traffic concerns in the area, and recommends that the Board proceed with such Improvements; and,

WHEREAS, Section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a Board of County Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and,

WHEREAS, the County Engineer has selected E.L. Robinson Engineering of Ohio Co. through a qualifications based selection process, has negotiated a scope and fee for the required engineering services and recommends entering into an agreement for said engineering services associated with the Improvement;

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

Section 1: The following agreement is approved for the providing of services for said Improvement:

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 8<sup>th</sup> day of January, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and E.L. Robinson Engineering of Ohio Co., 1801 Watermark Drive, Suite 310, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
DEL-TR107-0.05 Bale Kenyon Road Improvements
- 1.2 The Consultant 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 Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Scope of Services and Price Proposal dated November 20, 2017

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.
- 2.2 The Project Manager 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 Consultant, 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.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all services described in the Scope of Services and Price Proposal, except “If Authorized” tasks, the lump sum fee shall be Seven Hundred Forty One Thousand Eight Hundred Eighty Nine Dollars and Eighteen Cents (\$741,889.18), which amount shall not be exceeded without subsequent modification.
- 4.3 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.

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Project Manager:

Name: Delaware County Engineer  
Attn: Ryan J. Mraz

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Brent Downing., PE

Address of Firm: E.L. Robinson Engineering

City, State, Zip: 1801 Watermark Drive, Suite 310, Columbus, Ohio 43215

Telephone: 614-586-0642

Email: bdowning @elrobinson.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager and on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager 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.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Project Manager and shall complete the Services by July 1, 2019.
- 7.2 Consultant 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 Consultant may make a written request for time extension, and the Project Manager 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, 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 Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement



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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 CONSULTANT STAFF; ASSIGNMENT**

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

11.2 The Consultant 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 Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the 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.

**13 INSURANCE**

13.1 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.

13.2 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.

13.3 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.

13.4 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 services hereunder. 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.

13.5 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. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any Services 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 Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

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

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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- 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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Consultant 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 Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services 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 Services 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 Services 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.

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

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IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

Transfer of Funds		
From	To	
10011102-5801 Commissioners General/Transfers	20315101-4601 Data Center/Interfund Revenue	1,500,000.00
10011102-5801 Commissioners General/Transfers	21011113-4601 Economic Development/Interfund Revenue	373,251.26
10011102-5801 Commissioners General/Transfers	23612302-4601 Victims of Crime Grant/Interfund Revenue	34,165.55
10011102-5801 Commissioners General/Transfers	60111901-4601 Property & Casualty Insurance/Interfund Revenue	500,000.00
10011102-5801 Commissioners General/Transfers	28631323-4601 LEAP Grant 2016/Interfund Revenue	16,360.87
10011102-5801 Commissioners General/Transfers	28631336-4601 LEAP Grant 2017/Interfund Revenue	26,018.00
10011102-5801 Commissioners General/Transfers	41711436-4601 Capital Acquisition & Project/Interfund Revenue	3,691,918.77
10011102-5801 Commissioners General/Transfers	27426313-4601 Crime Victims Grant/Interfund Revenue	30,450.00
10011102-5801 Commissioners General/Transfers	27426314-4601 Crime Victims CASA/Interfund Revenue	8,769.60
Vote on Motion	Mr. Benton      Aye      Mr. Merrell      Aye      Mrs. Lewis      Aye	

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RESOLUTION NO. 18-24

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the “Board”) may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a “public purpose” and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board’s determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the Delaware County Sewer District occasionally requires personnel to report to work during emergencies without the ability to leave the premises for meals; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within

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Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Deputy County Administrator recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

10011101-5381	Commissioners Admin	500.00	Refreshments for meetings
10011105-5294	Land and Buildings	250.00	Hot weather hydration
10011108-5294	Human Resources	1,500.00	Refreshments and coffee for trainings and orientation
10011139-5294	Public Info/Community Relations	4,000.00	Refreshments for events hosted by County Commissioners
10011139-5381	Public Info/Community Relations	10,000.00	Refreshments for events hosted by County Commissioners
10011301-5294	Code Compliance	250.00	Hot weather hydration
10011303-5294	Emergency Medical Services	500.00	Refreshments for meetings
21011113-5294	Economic Development	1,500.00	Refreshments for meetings
22411605-5381	JFS Administration	600.00	Food for planning committee - quarterly
22511607-5381	Children Services	750.00	Food for banquet
23711630-5294	Child Support Enforcement Agency	100.00	Refreshments for events
23711630-5381	Child Support Enforcement Agency	500.00	Refreshments for events
60211924-5294	Employee Wellness Program	1,500.00	Refreshments for events
66211901-5294	Sewer Revenue Fund	500.00	Food during emergencies
	TOTAL	\$22,450.00	

Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator  
-No reports

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis  
-The Stepping Up Program received news that they are one of five counties to receive A Technical Data Assistance.  
-The Family Promises House received a grant for Homeless/Crisis Response in the amount of \$74,000

Commissioner Benton  
-Will be attending a CCAO Taxation/Finance Committee Meeting tomorrow  
-Last Thursday was able to swear in Kent Shafer to the Delaware County Finance Authority Board.  
-There will be a T.I.D. meeting at MORPC this coming Thursday.  
-Top 3 Sports Teams had winning endings to their seasons: OSU, University of Georgia and (Whoever is playing Michigan) South Carolina.  
-Ohio State Men’s Basketball upset #1 Michigan State this weekend.

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-Former Commissioner and County Administrator, Don Fisher passed away last week. Our thoughts are with his family.

- Commissioner Merrell
- Congrats to the new mayor of Powell, Jon Bennehoof.
  - Attended the Liberty Township meeting last week
  - There will be an executive meeting at MORPC this Thursday.

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RESOLUTION NO. 18-25

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR THE PURCHASE OF  
PROPERTY FOR PUBLIC PURPOSES:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of compensation of a public employee or public official; for the purchase of property for public purposes.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

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

RESOLUTION NO. 18-26

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.

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

There being no further business, the meeting adjourned.

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

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

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

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