

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of March 21, 2001, were read, approved and signed.

MEETINGS ARE NOW BEING RECORDED  
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS  
PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.

IN THE MATTER OF THE ALLOWANCE OF BILLS                      "BILLS ALLOWED"

AS CERTIFIED IN THE AUDITOR'S OFFICE.                      The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Olexo all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

| Claim of                       | Purpose                                  | Amount   |
|--------------------------------|--|----------|
| Mackenzie-Lynn Properties      | March lease payment-General              | 4,000.00 |
| Eastern OH Regional Wastewater | Service/M F Satellite-General            | 39.60    |
| Ameritech                      | Service-Dog & Kennel                     | 242.58   |
| Eastern OH Regional Wastewater | Service/Eastern Crt-Satellite            | 79.00    |
| Ford Motor Credit Company      | Travel-Bel Har Juv-Group Homes           | 1,223.80 |
| Contingency Fund Replen-GGH    | Contingency Fund-Bel Har Juv Group Homes | 169.54   |
| Contingency Fund Replen-BGH    | Contingency Fund-Bel Har Juv Group Homes | 223.98   |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE GENERAL FUND/SHERIFF'S FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the General Fund in the amount of \$34,821.97 and for the Sheriff's Fund in the amounts of \$783.74 and \$4,869.32 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE MARTINS FERRY SATELLITE BLDG FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Martins Ferry Satellite Building Fund in the amount of \$710.23 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE DEPARTMENT OF HUMAN SERVICES/  
CHILDREN SERVICES FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Department of Human Services Fund in the amount of \$29,070.07 and for the Children Services Fund in the amount of \$250,537.30 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE BELMONT COUNTY HEALTH DEPARTMENT

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Belmont County Health Department in the amount of \$286.62 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE ENGINEER'S MVGT FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Engineer's MVGT Fund in the amounts of \$4,668.83 and \$1,769.25 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE OAKVIEW ADMINISTRATION BUILDING FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Oakview Administration Building Fund in the amount of \$1,907.73 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE EASTERN SATELLITE BUILDING FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Eastern Satellite Building Fund in the amount of \$1,040.04 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Belmont County Sanitary Sewer District Fund in the amounts of \$6,094.70, \$8,704.29, \$817.62 and \$292.97 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE SARGUS CENTER/GROUP HOMES FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the Sargus Center Fund in the amount of \$1,531.94 and for the Group Homes Fund in the amounts of \$1,789.25 dated for March 23, 2001.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |

IN THE MATTER OF TRANSFERS  
OF FUNDS/BELMONT COUNTY  
SANITARY SEWER DISTRICT FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfers from the Water and Sewer Guarantee Deposits Fund to the Revenue Receipt Funds for the month of February, 2001.

| FROM                      | TO                      | AMOUNT    |
|---------------------------|-------------------------|-----------|
| T10T04 WSGDF Transfer Out | 0000P03 WWS#2 01004002  | \$ 131.08 |
| T10T04 WSGDF Transfer Out | 0000P05 WWS#3 02004002  | 272.13    |
| T10T04 WSGDF Transfer Out | 0000P51 SSD#1 03004002  | 147.53    |
| T10T04 WSGDF Transfer Out | 0000P53 SSD #2 04004002 | 36.00     |
| T10T04 WSGDF Transfer Out | 0000P55 SSD#3A 06004002 | 201.92    |

TOTAL AMOUNT OF TRANSFER \$788.66

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Olexo  | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF TRANSFER  
OF FUNDS FOR THE BELMONT COUNTY  
GENERAL FUND/911 DEPARTMENT

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds for the Belmont County General Fund/9-1-1 Department.

|                    |                          |            |
|--------------------|--------------------------|------------|
| FROM               | TO                       | AMOUNT     |
| A001-A14 Equipment | A006-E11 Hospitalization | \$8,000.00 |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Olexo  | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF CONTINUED  
ROAD HEARING FOR VACATION OF A PART OF  
TOWNSHIP ROAD 407 LOCATED  
IN WHEELING TOWNSHIP/RD IMP 1052

Hearing Had-9:30 A.M.

Present for the hearing were Ed Polli, Times Leader; Joselyn King, Intelligencer; Fred Bennett, County Engineer; Mike Derosa, property owner, Chuck Wisvari and Charles W. Duvall, Belmont Jefferson Beagle Club.

COUNTY ENGINEER FRED BENNETT PRESENTED THE BOARD WITH HIS REVISED REPORT:

COUNTY ENGINEER'S OFFICE  
BELMONT COUNTY, OHIO  
MARCH 9 2001

**REVISED**  
**REPORT OF COUNTY ENGINEER**  
REV. CODE, SEC. 5553.06

To the Board of County Commissioners of Belmont County, Ohio:  
The undersigned, in obedience to your order, dated February 2, 2001, proceeded on the 5th day of February, 2001, to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_ be granted.  
An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:  
"see attached map"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted. to-wit: Move the beginning point N. 20° 38' 43" E. 374.57 feet from the intersection of Township Road 407 with the south line of Section 24, T-7, R-4.

Move the ending point N. 45° 01' 05" E. 474.07 feet and N. 71° 01' 51" E. 519.04 feet from the east line of Section 24, T-7, R-4, said point also being 110 feet west of the east property line of a 6.458 acre tract of land as recorded in Vol 761, p 99 of the Belmont County Record of Deeds.

Fred F. Bennett, P.E., P.S. /s/  
County Engineer of Belmont County, Ohio

Beginning at the intersection of Twp. Rd. 407 and the south line of said Section 24 Twp. 7 Rg. 4 thence with said road the following bearings and distances: N 20°38'43"E 374.57 to the place of beginning, thence with said road:

|             |        |
|-------------|--------|
| N27°17'16"E | 410.66 |
| N35°16'08"E | 244.64 |
| N41°44'21"E | 267.68 |
| N47°29'28"E | 285.96 |
| N60°29'23"E | 216.64 |
| N51°53'10"E | 496.18 |
| N56°46'34"E | 432.31 |
| N80°16'55"E | 85.05  |
| S80°00'06"E | 82.69  |
| S79°01'15"E | 523.10 |
| S71°54'47"E | 276.58 |
| S45°13'48"E | 124.85 |
| S38°02'36"E | 376.83 |
| S62°58'21"E | 477.38 |
| S62°25'35"E | 330.86 |
| S48°28'33"E | 255.44 |

|             |        |
|-------------|--------|
| S61°19'05"E | 104.04 |
| S83°26'38"E | 247.19 |
| N86°55'00"E | 122.32 |
| N57°45'00"E | 75.73  |
| N45°57'27"E | 151.32 |

To the intersection of said road with the east line of said Section 24.  
Thence with the former road and through Richland Township Section 18 T 7 R 4, N45ø01'05"E 474.07, thence N71°01'51"E 519.04 to a point 110 west of the easterly property line of a 6.458 acre tract recorded in Vol. 761 Pg. 99

**DISCUSSION HELD:**

Commissioner Olexo stated, "The pertinent question is did the two parties agree?" Mr. Derosa stated that he had made an offer to purchase the right-of way or grounds but Mr. Ross had not gotten back to him, so he is taking that to assume they do not have an agreement. Commissioner Thomas stated, "I was hoping the two parties would find an amenable agreement. I am inclined to take the position to reject any vacation request unless the parties involved can reach an agreement." He told Mr. Derosa that the Board recognized he had made a sincere effort to try to get it resolve and was unsuccessful.

Commissioner Probst stated he was in agreement with Commissioner Thomas' remarks concerning the road vacation and proceeded to make the following motion:

**IN THE MATTER OF DENYING THE VACATION  
OF A PART OF TOWNSHIP ROAD 407  
LOCATED IN WHEELING TOWNSHIP/RD. IMP 1052**

Motion made by Mr. Probst seconded by Mr. Thomas to deny the vacation of a part of Township Road 407 located in Wheeling Township/ Road. Improvement # 1052.

Upon roll call the vote resulted as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Thomas | NO  |
| Mr. Olexo  | NO  |

**DISCUSSION CONTINUES:**

A public citizen commented that if everyone was in agreement except one individual and Mr. Derosa was willing to move the road closing down further on his property- why not grant the requested vacation.

Commissioner Probst explained that anytime the Board vacates a road the plats of roads are changed. He stated that it is pertinent to consider that for future need and whatever future plans the other individual may have - if the road is vacated then his rights are taken away. Commissioner Probst said that he wanted to hold off until an agreement was reached between the two parties.

Mr. Derosa stated, "Unless I buy the whole thing from him there will be no agreement. Right now people are allowed to go down there and dump."

Commissioner Thomas stated, " The first time this road vacation was continued the board asked the parties involved to come up with an agreement. Mr. Derosa, I know you did everything in your power to come up with an amenable resolution between the parties and I commend you, but I am inclined when there is disagreement between the parties not to vacate. The issue of dumping is county wide."

County Engineer Bennett stated, "We established that the vacation does not vacate anyone and the road is not in use. I can't see if it is vacated how it will create dumping on the other gentleman's property."

Commissioner Thomas stated, "Is what Mr. Ross is contending is that if you vacate the road at any one of the points we discussed - he will have dumping on his property? Mr. Derosa, all you are trying to do is reduce the area of dumping, trying to confine it to one place. Mr. Ross's property will be just as exposed as it is today. His allegation is that if you reduce the size of Mr. Derosa's property- you increase the chance of people dumping on his property. The primary issue seems to be the dumping of trash and that is not relevant to the vacating of this road, it is a secondary issue."

**IN THE MATTER OF GRANTING THE VACATION  
OF A PART OF TOWNSHIP ROAD 407  
LOCATED IN WHEELING TOWNSHIP/RD. IMP 1052**

RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

Ken Weaver

Green and Associates                   \$13,980.00  
156 Woodrow Ave.  
St. Clairsville, Ohio 43950

Robert Smith  
S&P Engineering                   \$16,125.00  
Highview Lane  
Wheeling, WV 26003

Lead Risk Assessor

Boggs Environmental Consultants  
363 High St.                   \$870 per unit avg.  
Morgantown, WV 26505  
William Palm

Environmental Services International  
6404 MacCorkle Ave., S.W.   \$1,250 per unit avg.  
St. Albans, WV 25177  
R. Chadwick Smith

Motion made by Mr. Olexo, seconded by Mr. Thomas to select First Home Inspections proposal in the amount of \$13,095.00 for Rehab Specialist and Boggs Environmental Consultants in the amount of \$870 per unit avg. for Lead Risk Assessor based upon the recommendation of Scott Hicks, Bel-O-Mar. These selections are contingent upon the County receiving a FY'2001 CHIP Grant.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Thomas | Yes |
| Mr. Probst | Yes |

IN THE MATTER OF ENTERING INTO  
AGREEMENT WITH BEDWAY DEVELOPMENT, INC.  
FOR ENGINEER'S LLOYDSVILLE GARAGE/  
GENERAL TRADES CONTRACT

Motion made by Mr. Thomas, seconded Mr. Olexo to enter into the following agreement with Bedway Development Inc. for the Engineer's Lloydsville Garage-General Trades Contract.

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR  
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Twenty-first day of March in the year 2001,

BETWEEN the Owner:  
Belmont County Commissioners  
Belmont County Courthouse  
101 W. Main Street  
St. Clairsville, Ohio 43950

and the CONTRACTOR:  
Bedway Development, Inc.  
67877 Pancoast Rd. North  
Belmont, Ohio 43718

The Project is:

Belmont County Engineers Garage  
Lloydsville, Oh  
General Trades Contract

The Architect is:

Larry A. Siebieda, AIA  
3201 Belmont St. Room 709  
Bellaire, Ohio 43947

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibly of others..

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date will be fixed in a Notice To Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contract shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty-five\*** days from the date commencement, or as follows:

\*Based on General Trades Contractor's days

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages shall be assessed at \$250.00 a day as noted Supplementary Condition 3.08 B

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Four Hundred and thirteen thousand nine hundred and eighty** Dollars (\$413,980.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Add Alternative #1 - Provide 7 1/2 ton crane in lieu of 5-ton crane \$9,000.00

Add Alternative #3 - Provide at interior side of garage door, pair 6" diameter, schedule 40 steel bollards, concrete filled, match exterior detail \$2,200.00

Add Alternative #3 - Provide 5'-4" wide X 10' deep storage (os to os) room with 3'-8"X7' steel door with 24X24 louver and steel frame type B/A-6, stl. lintel - 2-3 1/2 X3 1/2X1/4X4'-8" and hardware set 6/A-6. See attached detail. (With no acoustical ceiling./Paint all CMU one coat block filler, 2 finish coat semi-gloss epoxy.) \$3,780.00

4.3 Unit prices, if any, are as follows:

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percentage (10%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

Retainage may be reduced at the discretion of the Owner.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is:

|                                  |                            |
|----------------------------------|----------------------------|
| Fred Bennett                     | Larry A. Siebieda          |
| Belmont County Engineer's Office | 3201 Belmont St., Room 709 |
| 101 W. Main Street               | Bellaire, Ohio 43906       |
| St. Clairsville, Ohio 43950      |                            |

7.4 The Contractor's representative is:

Jon Bedway  
67877 Pancoast Road North  
Belmont, Ohio 43718

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract

for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January 2, 2001, and are as follows:

| Document  | Title                    | Pages           |
|---|--------------------------|-----------------|
| Project Manual for Belmont County Engineer's Garage Lloydsville | Supplementary Conditions | 07901-1,2,3,4,5 |

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

| Section   | Title                    | Pages |
|---|--------------------------|-------|
| 01000,01100,01027,01300,01500,01700,02100,02200,02511,02520,02700,03300,04200,05120,05220,05310,05510,05521,07901,08111,08360,08520,08710,08800,09512,09650,09900,10155,10425,10800,13122,14621,15400,15500,16000 | Technical Specifications |       |

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

| Number | Title                  | Date            |
|--------|------------------------|-----------------|
| CS     | Cover Sheet            | January 2, 2001 |
| SP1    | Site Plan              | January 2, 2001 |
| A1     | Floor Plans            | January 2, 2001 |
| A2     | Building Elevations    | January 2, 2001 |
| A3     | Building Sections      | January 2, 2001 |
| A4     | Wall Sections          | January 2, 2001 |
| A5     | Wall Sections          | January 2, 2001 |
| A6     | Door and Room Finishes | January 2, 2001 |
| S1     | Structural Plan        | January 2, 2001 |
| H1     | HVAC Plan              | January 2, 2001 |
| P1     | Plumbing Plan          | January 2, 2001 |
| E1     | Lighting Plan          | January 2, 2001 |
| E2     | Power Plan             | January 2, 2001 |

8.1.6 The Addenda, if any, are as follows:

| Number     | Date             | Pages |
|------------|------------------|-------|
| Addendum 1 | January 8, 2001  | 2     |
| Addendum 2 | January 15, 2001 | 1     |
| Addendum 3 | January 17, 2001 | 1     |
| Addendum 4 | January 29, 2001 | 1     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

|                                    |           |
|------------------------------------|-----------|
| Contractor's Bid Documents         | Exhibit A |
| Bond                               | Exhibit B |
| Insurance Certificate              | Exhibit C |
| Workmen's Compensation Certificate | Exhibit D |
| Notice of Award                    | Exhibit E |

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Ryan E. Olexo /S/  
OWNER

Jonathan Bedway /S/  
CONTRACTOR, Power City

President  
Title

Date

Approved as to form:  
Robert Quirk /S/  
Belmont County Prosecutor

3/21/01  
Date

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo  | Yes |
| Mr. Probst | NO  |

IN THE MATTER OF ENTERING  
INTO AGREEMENT WITH C&C ELECTRIC  
FOR THE ENGINEER'S LLOYDSVILLE GARAGE/  
ELECTRICAL CONTRACT

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following agreement with C&C Electric for the Belmont County Engineer's Lloydsville Garage-Electrical contract.

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR  
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Twenty-first day of March in the year 2001,

BETWEEN the Owner:

Belmont County Commissioners  
Belmont County Courthouse  
101 W. Main Street  
St. Clairsville, Ohio 43950

and the CONTRACTOR:

Power City  
2737 Chapline Street  
Wheeling, West Virginia 26003

The Project is:

Belmont County Engineers Garage  
Lloydsville, Oh  
Mechanical Contract

The Architect is:

Larry A. Siebieda, AIA  
3201 Belmont St. Room 709  
Bellaire, Ohio 43947

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibly of others..

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date will be fixed in a Notice To Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contract shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty-five\*** days from the date commencement, or as follows:

\*Based on General Trades Contractor's days

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages shall be assessed at \$250.00 a day as noted Supplementary Condition 3.08 B

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Hundred and five thousand two hundred and thirty-four** Dollars (\$105,234.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.3 Unit prices, if any, are as follows:

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percentage (10%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

Retainage may be reduced at the discretion of the Owner.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments

to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contract has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is:

|                                  |                            |
|----------------------------------|----------------------------|
| Fred Bennett                     | Larry A. Siebieda          |
| Belmont County Engineer's Office | 3201 Belmont St., Room 709 |
| 101 W. Main Street               | Bellaire, Ohio 43906       |
| St. Clairsville, Ohio 43950      |                            |

7.4 The Contractor's representative is:

Benny Battistelli  
2737 Chapline St.  
Wheeling, WV 26003

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January 2, 2001, and are as follows:

| Document   | Title                    | Pages           |
|--|--------------------------|-----------------|
| Project Manual for Belmont County Engineer's Garage<br>Lloydsville | Supplementary Conditions | 07901-1,2,3,4,5 |

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

| Section   | Title                    | Pages |
|---|--------------------------|-------|
| 01000,01100,01027,01300,<br>01500,01700,02100,02200,<br>02511,02520,02700,03300,<br>04200,05120,05220,05310,<br>05510,05521,07901,08111,<br>08360,08520,08710,08800,<br>09512,09650,09900,10155,<br>10425,10800,13122,14621,<br>15400,15500,16000 | Technical Specifications |       |

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

| Number | Title       | Date            |
|--------|-------------|-----------------|
| CS     | Cover Sheet | January 2, 2001 |
| SP1    | Site Plan   | January 2, 2001 |
| A1     | Floor Plans | January 2, 2001 |

|    |                        |                 |
|----|------------------------|-----------------|
| A2 | Building Elevations    | January 2, 2001 |
| A3 | Building Sections      | January 2, 2001 |
| A4 | Wall Sections          | January 2, 2001 |
| A5 | Wall Sections          | January 2, 2001 |
| A6 | Door and Room Finishes | January 2, 2001 |
| S1 | Structural Plan        | January 2, 2001 |
| H1 | HVAC Plan              | January 2, 2001 |
| P1 | Plumbing Plan          | January 2, 2001 |
| E1 | Lighting Plan          | January 2, 2001 |
| E2 | Power Plan             | January 2, 2001 |

8.1.6 The Addenda, if any, are as follows:

| Number     | Date             | Pages |
|------------|------------------|-------|
| Addendum 1 | January 8, 2001  | 2     |
| Addendum 2 | January 15, 2001 | 1     |
| Addendum 3 | January 17, 2001 | 1     |
| Addendum 4 | January 29, 2001 | 1     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

|                                    |           |
|------------------------------------|-----------|
| Contractor's Bid Documents         | Exhibit A |
| Bond                               | Exhibit B |
| Insurance Certificate              | Exhibit C |
| Workmen's Compensation Certificate | Exhibit D |
| Notice of Award                    | Exhibit E |

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

|                          |                               |
|--------------------------|-------------------------------|
| <u>Ryan E. Olexo /S/</u> | <u>Benny Battistelli /S/</u>  |
| OWNER                    | CONTRACTOR, Power City        |
|                          | <u>President     3/19/01</u>  |
|                          | <u>Title             Date</u> |

|                           |                |
|---------------------------|----------------|
| Approved as to form:      |                |
| <u>Robert Quirk /S/</u>   | <u>3/21/01</u> |
| Belmont County Prosecutor | Date           |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Probst | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF ENTERING  
INTO CONTRACT WITH POWER CITY  
FOR THE ENGINEER'S LLOYDSVILLE GARAGE/  
MECHANICAL CONTRACT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter in the following agreement with Power City for the Belmont County Engineer's Lloydsville Garage-Mechanical Contract.

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR  
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Twenty-first day of March in the year 2001,

BETWEEN the Owner:

Belmont County Commissioners  
Belmont County Courthouse  
101 W. Main Street  
St. Clairsville, Ohio 43950

and the CONTRACTOR:

C & C Electric Co.  
59450 Broadview Road  
Shadyside, Ohio 43947

The Project is:

Belmont County Engineers Garage  
Lloydsville, Oh  
Electrical Contract

The Architect is:

Larry A. Siebieda, AIA  
3201 Belmont St. Room 709  
Bellaire, Ohio 43947

The Owner and Contractor agree as follows:

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date will be fixed in a Notice To Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contract shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty-five\*** days from the date commencement, or as follows:

\*Based on General Trades Contractor's days

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages shall be assessed at \$250.00 a day as noted Supplementary Condition 3.08 B

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Fifty-two thousand four hundred and sixty** Dollars (\$52,460.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.3 Unit prices, if any, are as follows:

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect,

shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percentage (10%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

Retainage may be reduced at the discretion of the Owner.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contract has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is:

|                                  |                            |
|----------------------------------|----------------------------|
| Fred Bennett                     | Larry A. Siebieda          |
| Belmont County Engineer's Office | 3201 Belmont St., Room 709 |
| 101 W. Main Street               | Bellaire, Ohio 43906       |
| St. Clairsville, Ohio 43950      |                            |

7.4 The Contractor's representative is:

Rich Mayeres  
59450 Broadview Rd.  
Shadyside, Oh 43947

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten

days' written notice to the other party.

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January 2, 2001, and are as follows:

| Document  | Title                    | Pages           |
|---|--------------------------|-----------------|
| Project Manual for Belmont County Engineer's Garage Lloydsville | Supplementary Conditions | 07901-1,2,3,4,5 |

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

| Section   | Title                    | Pages |
|---|--------------------------|-------|
| 01000,01100,01027,01300,01500,01700,02100,02200,02511,02520,02700,03300,04200,05120,05220,05310,05510,05521,07901,08111,08360,08520,08710,08800,09512,09650,09900,10155,10425,10800,13122,14621,15400,15500,16000 | Technical Specifications |       |

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

| Number | Title                  | Date            |
|--------|------------------------|-----------------|
| CS     | Cover Sheet            | January 2, 2001 |
| SP1    | Site Plan              | January 2, 2001 |
| A1     | Floor Plans            | January 2, 2001 |
| A2     | Building Elevations    | January 2, 2001 |
| A3     | Building Sections      | January 2, 2001 |
| A4     | Wall Sections          | January 2, 2001 |
| A5     | Wall Sections          | January 2, 2001 |
| A6     | Door and Room Finishes | January 2, 2001 |
| S1     | Structural Plan        | January 2, 2001 |
| H1     | HVAC Plan              | January 2, 2001 |
| P1     | Plumbing Plan          | January 2, 2001 |
| E1     | Lighting Plan          | January 2, 2001 |
| E2     | Power Plan             | January 2, 2001 |

8.1.6 The Addenda, if any, are as follows:

| Number     | Date             | Pages |
|------------|------------------|-------|
| Addendum 1 | January 8, 2001  | 2     |
| Addendum 2 | January 15, 2001 | 1     |
| Addendum 3 | January 17, 2001 | 1     |
| Addendum 4 | January 29, 2001 | 1     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

|                                    |           |
|------------------------------------|-----------|
| Contractor's Bid Documents         | Exhibit A |
| Bond                               | Exhibit B |
| Insurance Certificate              | Exhibit C |
| Workmen's Compensation Certificate | Exhibit D |
| Notice of Award                    | Exhibit E |

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

|                          |                               |
|--------------------------|-------------------------------|
| <u>Ryan E. Olexo /S/</u> | <u>Richard L. Mayeres /S/</u> |
| OWNER                    | CONTRACTOR, Power City        |

|  |       |      |
|--|-------|------|
|  | Title | Date |
|--|-------|------|

Approved as to form:

|                           |                |
|---------------------------|----------------|
| <u>Robert Quirk /S/</u>   | <u>3/21/01</u> |
| Belmont County Prosecutor | Date           |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Thomas | Yes |
| Mr. Probst | Yes |

IN THE MATTER OF AWARDING

**BID FOR APPLYING LIQUID BITUMINOUS MATERIALS  
FOR DUST CONTROL/ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Probst to award the bid for applying Liquid Bituminous materials for dust control for the Belmont County Engineer's Department to the low bidder, Lash Excavating and Paving Corporation, Colerain, Ohio in the amount of \$229,000.00 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Olexo  | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF AWARDING  
BID FOR FURNISHING VARIOUS TYPES  
OF BITUMINOUS ASPHALT/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Probst to award the bid for furnishing various types of Bituminous Asphalt to be picked up a the plant by the Belmont County Engineer's Department to all three (3) suppliers who bid based upon the recommendation of Fred Bennett, County Engineer as follows:

|   |                     |
|---|---------------------|
|   | Price per Ton       |
| Tri-State Asphalt (Morristown Plant)              | \$27.00 Bit Agg 301 |
|   | 27.00 448-II        |
|   | 29.00 448-I         |
|   | 60.00 405           |
| Lash Excavating & Paving (Martins Ferry Plant)    | \$27.25 Bit Agg 301 |
|   | 27.75 448-II        |
|   | 28.00 448-I         |
|   | 48.25 405           |
| Wilson Blacktop Corporation (Martins Ferry Plant) | \$28.50 Bit Agg 301 |
|   | 29.00 448-II        |
|   | 29.90 448-I         |
|   | 43.90 405           |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Probst | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF DISCUSSION HELD  
RE: FOX COMMERCE INDUSTRIAL PARK**

Don Myers, Director of Development, presented the Board with information on Columbia Gas extension for the Fox Commerce Industrial Park. Mr. Myers was joined by Bill Schler, representative of Columbia Gas. Mr. Schler explained that Columbia Gas was proposing to make a tap on the Columbia line (7200 pipe), with a six inch gas main and a four inch main inside will provide a medium service to the park. This is designed to flow over one hundred cf's an hour at a cost of \$173,122.00.

Mr. Myers explained the extension agreement allows the Board to be refunded for the next ten years for all MCO's used per year from the time it is installed, up to but not to exceed the original price. He informed the Board that the Community Improvement Corporation Board has the \$173,000.00 in an escrow account to pay for the obligation. Mr. Myers told the Board the CIC Board had hoped to use the refund of this to pay off the \$400,000.00 loan from the State of Ohio - the only obligation there is for the Fox Commerce Park, everything else is grant monies. He stated, "It is the desire of the CIC board, in the five years, to have no obligation for the County."

Commissioner Thomas requested an amendment to the extension agreement noting that the agreement should be in the Commissioner's name. He stated, "I would like conformity, as far as property is concerned and being titled to the Board. We need to have uniformity to our documents."

**IN THE MATTER OF ACCEPTING  
AMENDED CONTRACT WITH COLUMBIA GAS  
RE: FOX COMMERCE INDUSTRIAL PARK**

Motion made by Mr. Olexo, seconded by Mr. Thomas to accept the contract presented by Columbia Gas for the Fox Commerce Industrial Park with amendments as noted by Commissioner Thomas.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Thomas | Yes |
| Mr. Probst | Yes |

**IN THE MATTER OF GRANTING  
PERMISSION FOR WATER SAMPLING  
AND TESTING/FOX COMMERCE INDUSTRIAL PARK**

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for Quality Environmental Services of Morristown, Ohio to access the site of the Fox Commerce Industrial Park to perform water sampling and testing. Don Myers, Director of Development explained to

the Board that this is one activity without question, it is for the county's benefit and if there is damage in the future there will be no cost to the county. Upon questions from the media, Commissioner Thomas provided the following statement, "The Board will be releasing a press release on the issue of longwall mining at the Fox Commerce Park in the very near future. The question if it is going to happen is best posed to Ohio Valley Coal Company, as the Board is not privy to that information."

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Probst | Yes |

**IN THE MATTER OF ADVERTISING  
FOR BIDS FOR CONSTRUCTION OF  
A NEW GARAGE IN BARNESVILLE (TACOMA)/ENGINEER'S**

Motion made by Mr. Probst, seconded by Mr. Olexo authorizing the Clerk to proceed with advertising for bids for the construction of a new garage to be located in Barnesville (Tacoma) for the Belmont County Engineer's Department.

**ADVERTISE FOR BIDS**

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for construction of a new garage to be located in Barnesville, Ohio for the Engineer's Department, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

**NOTICE TO BIDDERS**

Belmont County Commissioners will receive bids for the construction of a 7172 sq. ft. slab-on-grade, pre-engineered metal and masonry building, to be located at 62201 Bailey Road, Barnesville, Ohio 43713. Bids will be received on the day of April 27, 2001, at 9:30 A.M. (Local Time) at the Belmont County Commissioners Office, Belmont County Courthouse, St. Clairsville, Ohio.

Invitation for bidding will be publicly advertised and copies of the bidding documents can be acquired at the office of Siebieda Architects located in Room 709, 3201 Belmont St., Bellaire, Ohio 43906, together with a deposit of One hundred and fifty dollars (\$150.00) made payable to Larry Siebieda, 3201 Belmont Street, Suite 709, Bellaire, Ohio 43906, for each set of documents requested. Upon return of the documents in good condition, within seven days of the bid opening, the deposit will be returned.

A prebid conference will be held at 10:00 A.M. (Local Time) on the 18th day of April, 2001 at the Belmont County Tacoma Garage, 62201 Bailey Road, Barnesville, Ohio 43713. The scope and details of the project will be covered at this time and attendance is required.

Bids shall be addressed to the Belmont County Commissioners and endorsed on the outside of the envelope with the enclosed bid proposal.

**Belmont County Engineer's Garage - Tacoma  
Belmont County Commissioner's Office  
Belmont County Courthouse  
101 West Main Street  
St. Clairsville, Ohio 43950**

Each bid must contain the full name of every person or company interested in the same, and must be accompanied by a Bid Guarantee meeting the requirements of Section 153.54 of the Ohio Revised Code. A Bond in accordance with Section 153.54 (B) O.R.C. for the full amount of the bid; or a certified check, cashiers check, or letter of credit in accordance with Section 154.54 (C) O.R.C. in an amount equal to 10% of the bid. Make checks payable to the Belmont County Commissioners.

The successful bidder, will be required to furnish and pay for satisfactory performance and payment bond or bonds of 100%.

Said contract will be let to the lowest and best responsible Bidder in accordance with the Resolution adopted by the Belmont County Board of Commissioners listing bidding factors. The owner reserves the right to accept the lowest, responsive and responsible bid, per Section 9.312 of the Ohio Revised Code. If in the opinion of the owner, the acceptance of the lowest bid is not in the best interest of all concerned, the owner may accept another proposal so opened or reject all proposals and advertise for other bids. The owner reserves the right to waive any informalities.

Bidders must comply with the following:

A. "Domestic steel use requirements as specified in Section 153.011 of the Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the department of administrative services."

B. A Resolution passed by the Belmont County Board of Commissioners on March 16, 2001, entitled, "Protecting our workers and to take all necessary measures to halt the injurious dumping of Foreign Steel in Belmont County Ohio." Copies of this resolution may be obtained from the Clerk of the Board of Commissioners.

The owner during the course of the project will hold a minimum of 10% retainage fee each pay request, which during the course of the project may be adjusted or eliminated at the

discretion of the owner.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids.

All Bidders must comply with all requirements set forth by the State of Ohio and Belmont County.

All work shall be performed as it pertains to prevailing wage rate guidelines and limitations set forth by the Department of Industrial Relations, Division of Prevailing Wage, Minimum Wage, and minors.

BY ORDER OF THE  
BELMONT COUNTY COMMISSIONERS  
Darlene Pempek /s/  
Darlene Pempek, Clerk

Times Leader Adv. (3) Thursdays March 29, 2001, April 5, 2001, April 12, 2001

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Probst | Yes |
| Mr. Olexo  | Yes |

1IN THE MATTER OF MEMBERSHIP  
IN OHIO JOB AND FAMILY SERVICES DIRECTORS  
ASSOCIATION FOR JOB AND FAMILY SERVICES DIRECTOR

Motion made by Mr. Probst, seconded by Mr. Olexo to adopt the following

R E S O L U T I O N

WHEREAS, the Ohio Human Services Directors' Association has annual membership dues for Directors, and

WHEREAS, the Director of Belmont County Department of Job and Family Services wishes to continue membership in the Association, and

WHEREAS, such membership includes subscription to the Weekly Up-Date, cost of all general meeting fees, and

NOW, THEREFORE BE IT RESOLVED, that the Board of Belmont County Commissioners does approve membership for the Director of the Belmont County Department of Job and Family Services in the Ohio Job and Family Services Directors' Association for 2001 at the cost of \$2,931.00.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Probst | Yes |

IN THE MATTER OF ADJOURNING  
MEETING AT 3:25 P.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn the meeting at 3:25 P.M.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Olexo  | Yes |
| Mr. Probst | Yes |

Meeting adjourned.

Read, approved and signed this 28th day of March A.D., 2001.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

We Ryan E. Olexo, and Darlene Pempek, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK