

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRINIA
#1 COURT SQUARE, SUITE 203
PARKERSBURG WV 26101

IN RE: MINUTES OF MEETING HELD
THURSDAY, JUNE 23, 2011

PRESENT: DAVID BLAIR COUCH, PRESIDENT
STEPHEN GAINER, COMMISSIONER

ABSENT: WAYNE DUNN, COMMISSIONER

At 9:30 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices, orders and other correspondence.

The County Commission, upon a motion duly made, seconded and passed, approved Erroneous Assessment Applications in regard to personal property for DeEtta Muscati and Ronald B. Morrison.

Brandi Patterson was sworn in as a part-time receptionist for the Wood County Assessor's Office.

Orbert Carl Curtiss was sworn in as Wood County Assessor's Office summer help.

AGENDA AND DISCUSSION ITEMS

At 10:30 A.M., the County Commission met with Kim Marshall and Terry Hefner to discuss fire hydrants in the Claywood Park Public Service District.

At 11:00 A.M., the County Commission interviewed Jim Deem to fill a vacancy on the Central Boaz Public Service District Board.

At 11:15 A.M., the County Commission met with George Jacobs from Elsag North America and Sheriff Jeff Sandy. Mr. Jacobs did a presentation on portable computerized license plate readers.

Other employees of the Sheriff's Department; Rich Shaffer, Assessor and Jason Wharton, Prosecuting Attorney were also in attendance.

The County Commission announced vacancies on the Parkersburg/Wood County Public Library Board (Order A/794); the West Virginia Little Kanawha River Parkway Authority (Order A/795); the West Virginia Route 2 and Interstate 68 Authority (A/796); the Wood County Civil Service Commission for Deputy Sheriffs (Order A/797); the Wood County 9-1-1 Advisory Board (Order A/798); the Enforcement Agency for the Abandoned Building Ordinance (Order A/799) and the Mineral Wells Public Service District (Order A/800).

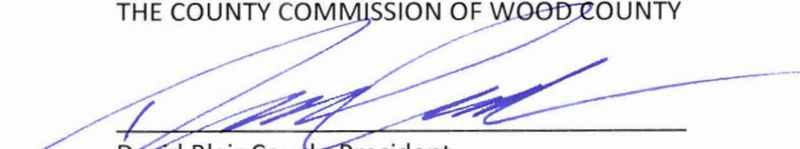
ORDERS APPROVED AND ATTACHED TO THESE MINUTES

A/794, A/795, A/796, A/797, A/798, A/799, A/800, A/803, A/804, M/1510-A, M/1510-B, M/1510-C and M/1510-D.

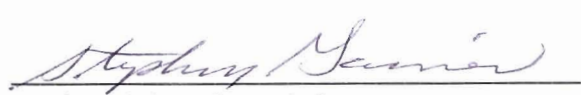
Having no further scheduled appointments or business to attend to, the County Commission adjourned.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

To listen to this meeting, please refer to DVD labeled June 23, 2011.

Wood County Commission Meeting
Held June 23, 2011

Please Print

| | |
|-----|------------------|
| 1. | Kim MARSHALL |
| 2. | Brandi Patterson |
| 3. | Carl Curtis |
| 4. | James H. Owens |
| 5. | Renee Higgins |
| 6. | Jeff Sandy |
| 7. | George M. Jacobs |
| 8. | |
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| 20. | |



Wood County Commission

06/23/2011
1 Court Square, Suite 203
Parkersburg, WV 26101

| | | |
|----------|---|---|
| 9:30 AM | APPROVE AND SIGN MINUTES, ORDERS, PURCHASE ORDERS, INVOICES, NEW ROAD NAMES AND ANY OTHER ADMINISTRATIVE DUTIES | MARTY SEUFER, COUNTY ADMINISTRATOR |
| 10:30 AM | CLAYWOOD PSD WATER PROJECTS (FIRE HYDRANTS) | KIM MARSHALL AND TERRY HEFNER |
| 11:00 AM | INTERVIEW FOR CENTRAL BOAZ PUBLIC SERVICE DISTRICT BOARD | JIM DEEM |
| 11:15 AM | LICENSE PLATE READER PRESENTATION | GEORGE JACOBS, ELSAG NORTH AMERICA LPRS; SHERIFF JEFF SANDY AND TOM SMITH |

Special notes:

1. Vacancies on Boards and Commissions
2. Building Enforcement Properties
3. Contribution Requests
4. County Facilities
5. Meldahl Subdivision Performance Bonds
6. Discuss Humane Society Contract
7. Phillips Court Alley – WTAP
8. Discuss Change Orders for Justice Center

WOOD COUNTY COMMISSION

ERRONEOUS ASSESSMENT APPLICATION

Personal Property Date Entered 06/02/2011
 Year 2010 Reference No 4584
 Number 624609

the application of MUSCATI DE ETTA whose address is RR 2 BOX 154 WAVERLY, WV 261849502
 levied by an erroneous assessment in Union 9 District, in the County of Wood, for the year 2010.
 Commission therefore, Orders that the said applicant be and is hereby exonerated from the said erroneous
 assessment and from the payment of the taxes so assessed in and for the year 2010
 as been paid the Sheriff shall refund the same to them; or if more than a year from the time the property
 was delivered to the Sheriff for the affected tax year, the Sheriff shall allow a credit on future taxes payable.

NOT OWN MOBILE HOME ON 7-1-2009 SOLD 1-27-09

All of which is ordered to be certified to the Auditor of the State and the Sheriff of the County.

| | Class 1 | Class 2 | Class 3/4 | Net Chg |
|------------------|---------|-----------|-----------|------------|
| Old Value | 0 | 12,438 | 0 | 12,438 |
| New Value | 0 | 0 | 0 | 0.00 |
| Value Adjusted | 0 | -12,438 | 0 | -12,438.00 |
| Old Taxes | \$0.00 | \$136.62 | \$0.00 | 136.62 |
| New Taxes | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Taxes Adjusted | \$0.00 | -\$136.62 | \$0.00 | -136.62 |
| Penalty Adjusted | 0.00 | | | |
| Credit Applied | | | | |

K MCLAIN

 Taxpayer's Signature

Prosecutor

Assessor

 Wood County Commissioners

the regular term of the County Commission of Wood County, West Virginia, held at the Courthouse of said
 County, the County Commission did approve this exoneration on June 23, 2011

WOOD COUNTY COMMISSION

ERRONEOUS ASSESSMENT APPLICATION

Personal Property Date Entered 06/02/2011
 Year 2011 Reference No 4585
 Number 723968

On the application of MUSCATI DE ETTA whose address is RR 2 BOX 154 WAVERLY, WV 261849502
 levied by an erroneous assessment in Union 9 District, in the County of Wood, for the year 2011,
 Commission therefore, Orders that the said applicant be and is hereby exonerated from the said erroneous
 assessment and from the payment of the taxes so assessed in and for the year 2011
 has been paid the Sheriff shall refund the same to them; or if more than a year from the time the property
 was delivered to the Sheriff for the affected tax year, the Sheriff shall allow a credit on future taxes payable.

NOT OWN MOBILE HOME ON 7-1-2009 SOLD 1-27-09

All of which is ordered to be certified to the Auditor of the State and the Sheriff of the County.

| | Class 1 | Class 2 | Class 3/4 | Net Chg |
|------------------|---------|-----------|-----------|------------|
| Old Value | 0 | 11,754 | 0 | 11,754 |
| New Value | 0 | 0 | 0 | 0.00 |
| Value Adjusted | 0 | -11,754 | 0 | -11,754.00 |
| Old Taxes | \$0.00 | \$128.76 | \$0.00 | 128.76 |
| New Taxes | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Taxes Adjusted | \$0.00 | -\$128.76 | \$0.00 | -128.76 |
| Penalty Adjusted | 0.00 | | | |
| Credit Applied | | | | |

KMCLAIN


 Taxpayer's Signature

 Prosecutor

 Assessor

 Wood County Commissioners

At the regular term of the County Commission of Wood County, West Virginia, held at the Courthouse of said
 County, the County Commission did approve this exoneration on June 23, 2011

WOOD COUNTY COMMISSION

ERRONEOUS ASSESSMENT APPLICATION

Personal Property

Date Entered 05/24/2011

4/23/11

Tax Year 2009

Reference No 4569

69/487

Parcel Number 525234

Upon the application of MORRISON RONALD B whose address is PO BOX 58 WAVERLY, WV

aggrieved by an erroneous assessment in Union 9 District, in the County of Wood, for the year 2009.

The Commission therefore, Orders that the said applicant be and is hereby exonerated from the said erroneous

assessment and from the payment of the taxes so assessed in and for the year 2009

if it has been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the affected tax year, the Sheriff shall allow a credit on future taxes payable.


Mobile home was foreclosed upon and sold at public sale on March 10, 2008.

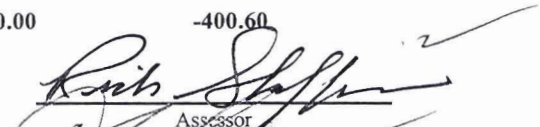
All of which is ordered to be certified to the Auditor of the State and the Sheriff of the County.

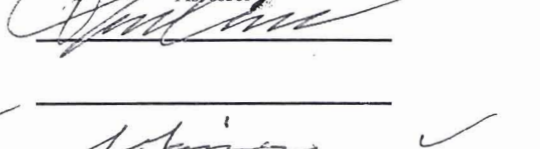
| | Class 1 | Class 2 | Class 3/4 | Net Chg |
|------------------|---------|-----------|-----------|------------|
| Old Value | 0 | 36,498 | 0 | 36,498 |
| New Value | 0 | 0 | 0 | 0.00 |
| Value Adjusted | 0 | -36,498 | 0 | -36,498.00 |
| Old Taxes | \$0.00 | \$400.60 | \$0.00 | 400.60 |
| New Taxes | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Taxes Adjusted | \$0.00 | -\$400.60 | \$0.00 | -400.60 |
| Penalty Adjusted | 0.00 | | | |
| Credit Applied | | | | |

K1

 Taxpayer's Signature


 Prosecutor


 Assessor


 Wood County Commissioners

At the regular term of the County Commission of Wood County, West Virginia, held at the Courthouse of said county, the County Commission did approve this exoneration on June 23, 2011

WOOD COUNTY COMMISSION

ERRONEOUS ASSESSMENT APPLICATION

Personal Property

Date Entered 05/24/2011

Market Year 2010

Reference No 4570

Market Number 624608

6/23/11
69/487

Upon the application of MORRISON RONALD B whose address is PO BOX 58 WAVERLY, WV

aggrieved by an erroneous assessment in Union 9 District, in the County of Wood, for the year 2010.

The Commission therefore, Orders that the said applicant be and is hereby exonerated from the said erroneous

assessment and from the payment of the taxes so assessed in and for the year 2010

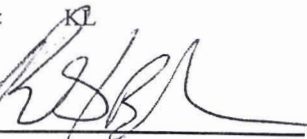
if it has been paid the Sheriff shall refund the same to them; or if more than a year from the time the property


books were delivered to the Sheriff for the affected tax year, the Sheriff shall allow a credit on future taxes payable.

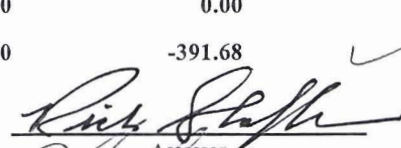
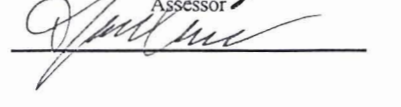
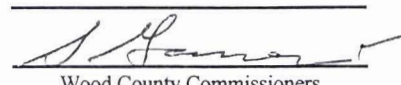
Mobile home was foreclosed upon and sold at public sale on March 10, 2008.

All of which is ordered to be certified to the Auditor of the State and the Sheriff of the County.

| | Class 1 | Class 2 | Class 3/4 | Net Chg |
|------------------|---------|-----------|-----------|------------|
| Old Value | 0 | 35,658 | 0 | 35,658 |
| New Value | 0 | 0 | 0 | 0.00 |
| Value Adjusted | 0 | -35,658 | 0 | -35,658.00 |
| Old Taxes | \$0.00 | \$391.68 | \$0.00 | 391.68 |
| New Taxes | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Taxes Adjusted | \$0.00 | -\$391.68 | \$0.00 | -391.68 |
| Penalty Adjusted | 0.00 | | | |
| Credit Applied | | | | |

KL

Taxpayer's Signature


Prosecutor


Assessor


Wood County Commissioners

At the regular term of the County Commission of Wood County, West Virginia, held at the Courthouse of said

County, the County Commission did approve this exoneration on

June 23, 2011

WOOD COUNTY COMMISSION

ERRONEOUS ASSESSMENT APPLICATION

Personal Property

Date Entered 06/02/2011

Year 2010

Reference No 4584

Parcel Number 624609

RECEIVED
JUN 15 '11
County Administrator

6/23/11
69/482

In the application of MUSCATI DE ET TA whose address is RR 2 BOX 154 WAVERLY, WV 261849502

affected by an erroneous assessment in Union 9 District, in the County of Wood, for the year 2010.

The Commission therefore, Orders that the said applicant be and is hereby exonerated from the said erroneous

assessment and from the payment of the taxes so assessed in and for the year 2010

if the applicant has been paid the Sheriff shall refund the same to them; or if more than a year from the time the property

taxes were delivered to the Sheriff for the affected tax year, the Sheriff shall allow a credit on future taxes payable.

NOT OWN MOBILE HOME ON 7-1-2009 SOLD 1-27-09

All of which is ordered to be certified to the Auditor of the State and the Sheriff of the County.

| | Class 1 | Class 2 | Class 3/4 | Net Chg |
|------------------|---------|-----------|-----------|------------|
| Old Value | 0 | 12,438 | 0 | 12,438 |
| New Value | 0 | 0 | 0 | 0.00 |
| Value Adjusted | 0 | -12,438 | 0 | -12,438.00 |
| Old Taxes | \$0.00 | \$136.62 | \$0.00 | 136.62 |
| New Taxes | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Taxes Adjusted | \$0.00 | -\$136.62 | \$0.00 | -136.62 |
| Penalty Adjusted | 0.00 | | | |
| Credit Applied | | | | |

Rich. Shaffer
Assessor

K MCLAIN

Muscati De Et Ta
Taxpayer's Signature
6/2/11

Paul J. Wilson
Prosecutor

[Signature]
Wood County Commissioners

At the regular term of the County Commission of Wood County, West Virginia, held at the Courthouse of said

County, the County Commission did approve this exoneration on

June 23, 2011

150

WOOD COUNTY COMMISSION

ERRONEOUS ASSESSMENT APPLICATION

onal Property

County Administrator

Date Entered 06/02/2011

Year 2011

JUN 15 11

Reference No 4585

Number 723968

RECEIVED

n the application of MUSCATI DE ET TA whose address is RR 2 BOX 154 WAVERLY, WV 261849502

6/23/11

ieved by an erroneous assessment in Union 9 District, in the County of Wood, for the year 2011.

69/452

Commission therefore, Orders that the said applicant be and is hereby exonerated from the said erroneous

assessment and from the payment of the taxes so assessed in and for the year 2011

has been paid the Sheriff shall refund the same to them; or if more than a year from the time the property

is were delivered to the Sheriff for the affected tax year, the Sheriff shall allow a credit on future taxes payable.

NOT OWN MOBILE HOME ON 7-1-2009 SOLD 1-27-09

All of which is ordered to be certified to the Auditor of the State and the Sheriff of the County.

| | Class 1 | Class 2 | Class 3/4 | Net Chg |
|------------------|---------|-----------|-----------|------------|
| Old Value | 0 | 11,754 | 0 | 11,754 |
| New Value | 0 | 0 | 0 | 0.00 |
| Value Adjusted | 0 | -11,754 | 0 | -11,754.00 |
| Old Taxes | \$0.00 | \$128.76 | \$0.00 | 128.76 |
| New Taxes | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Taxes Adjusted | \$0.00 | -\$128.76 | \$0.00 | -128.76 |
| Penalty Adjusted | 0.00 | | | |
| Credit Applied | | | | |

Rich Shaffer
Assessor

KMCLAIN

[Signature]
Taxpayer's Signature

[Signature]
Prosecutor

[Signature]
Wood County Commissioners

the regular term of the County Commission of Wood County, West Virginia, held at the Courthouse of said

ty, the County Commission did approve this exoneration on

June 23, 2011

6/23/11
69/482 ✓

STATE OF WEST VIRGINIA
COUNTY OF WOOD

} TO -WIT:

I, Orbert Carl Curtis, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of the Wood County Assessor Office Summer Help in and for Wood County, West Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.

Orbert Carl Curtis

Subscribed and sworn to, before County Commission of Wood County, West Virginia, this 23rd day of June, 2011.


County Commission of Wood County

Request to Hire County Employee

Elected Official Rich Shaffer, Assessor Date May 31, 2011

New Employee Name Orbert C. Curtiss (Carl)

Position to be filled Summer help Mobile Homes Weekly hours to be worked 40 hr / week

Starting Salary 8.75/hr. Insurance Benefits Yes _____ No X

Do you have funding for this salary in your budget? Yes X No _____

Background Check Completed: Yes X No _____

Special Abilities for this job Carl is a re-hire, he was a full time employee until Feb. 2002

References Checked : Yes X No _____ Person to be replaced _____

Years Service of Person being replaced 1 Previous salary paid for this position 8.50/hr

Related to any current Wood County employee: Yes _____ No X Name: _____

Rich Shaffer
Elected Official's Signature

County Administrator

All requests must be submitted to the Wood County Commission seven (7) days in advance.

Date Received in Commission Office May 31 11 Date Reviewed by Commission 6/2/11

Accepted X Denied _____

Additional Information Required _____

SM WCH

6/23/11
69/492

STATE OF WEST VIRGINIA
COUNTY OF WOOD }

TO-WIT:

I, Brandi Patterson, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of part time receptionist for the Assessor's Office in and for Wood County, West Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.



Subscribed and sworn to, before County Commission of Wood County, West Virginia, this 23rd day of June, 2011.


County Commission of Wood County

Request to Hire County Employee

Elected Official Assessor Date 4-20-2011

New Employee Name Brandi L. Patterson

Position to be filled Part Time (lunch relief) Weekly hours to be worked 15

Starting Salary \$8.25/hr Insurance Benefits Yes No

Do you have funding for this salary in your budget? Yes No

Background Check Completed: Yes No

Special Abilities for this job Great people skills

References Checked : Yes No Person to be replaced Donna Duncan

Years Service of Person being replaced 1 year Previous salary paid for this position \$8.50/hr

Related to any current Wood County employee: Yes No Name: _____

Rich Staffer
Elected Official's Signature

Donna was hired full time Oct 2010. The part time position has been vacant since that time.

All requests must be submitted to the Wood County Commission seven (7) days in advance.

Date Received in Commission Office 4/20/11 Date Reviewed by Commission 4/21/11

Accepted Denied

Additional Information Required _____

[Handwritten signatures]

6/23/11
69/479

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A
VACANCY EXISTS ON THE PARKERSBURG/WOOD COUNTY
PUBLIC LIBRARY BOARD.

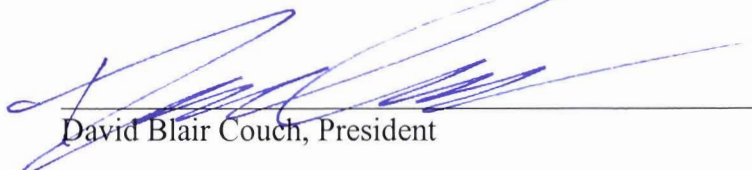
ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and passed, announced that a vacancy exists on the Parkersburg/Wood County Public Library Board. Said vacancy is due to the fact that Charlotte Corbitt's term expires June 30, 2011 and she has decided to step down. The new term will expire June 30, 2016. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities.

The County Commission, upon the recommendation of Brian Raitz, Library Director, placed Scott Ramsay in nomination for said vacancy.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

6/23/11
69/479

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

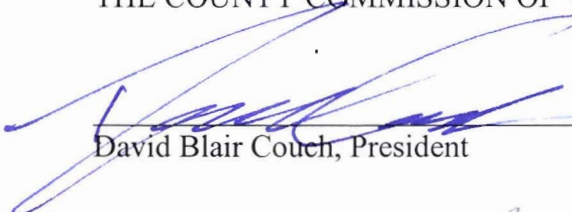
IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A
VACANCY WILL EXIST ON THE WV LITTLE KANAWHA
RIVER PARKWAY AUTHORITY.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and passed, announced that a vacancy exists on the West Virginia Little Kanawha River Parkway Authority. Said vacancy is due to the fact that Jack Stewart, Jr.'s term expires on June 30, 2011. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. The new term will expire June 30, 2015.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

A/795

6/23/11
69/479

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

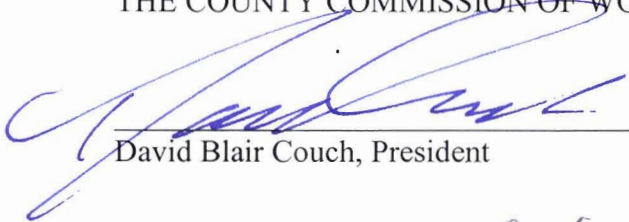
IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A
VACANCY EXISTS ON THE WEST VIRGINIA ROUTE 2 AND
INTERSTATE 68 AUTHORITY.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and passed, announced that a vacancy exists on the West Virginia Route 2 and Interstate 68 Authority. Said vacancy is due to the fact that the term of Robert Goldenberg expires June 30, 2011. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

6/23/11
69/479

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

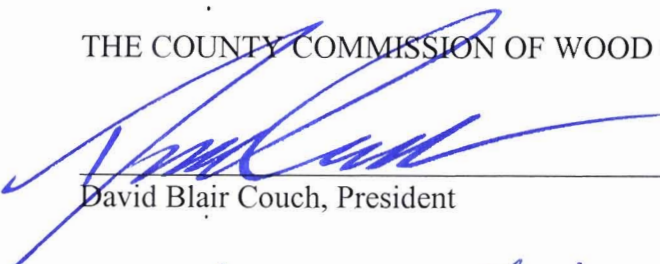
IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A VACANCY EXISTS ON THE WOOD COUNTY CIVIL SERVICE COMMISSION FOR DEPUTY SHERIFFS DUE TO EXPIRATION OF WILLIAM (MIKE) SHOOK'S TERM.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by David Blair Couch and passed, announced that a vacancy exists on the Wood County Civil Service Commission for Deputy Sheriffs. Said vacancy is due to the expiration of William (Mike) Shook's term on June 30, 2011. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. The new term will expire June 30, 2015.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

JUNE 23, 2011

6/23/11
69/479

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED THAT
VACANCIES EXIST ON THE WOOD COUNTY 9-1-1
ADVISORY BOARD.

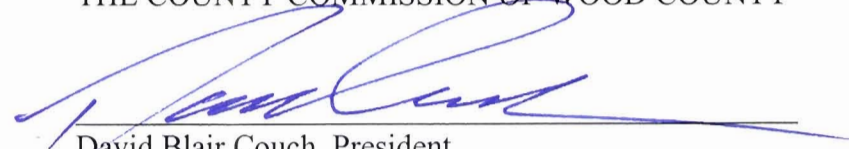
ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and passed, announced that vacancies exist on the Wood County 9-1-1 Advisory Board. Said vacancies are due to the fact that the terms of Steve Stephens (City of Vienna), Don Dougherty (Wood County Sheriff's Department), Charles Meyers (Wood County Firefighters Association) and Jack Horton (Media) expired on April 30, 2011. Said vacancies are pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities.

The new terms will expire April 30, 2014.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Stephen Gainer, Commissioner

A/798

6/23/11
69/488

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA


IN RE: THE COUNTY COMMISSION ANNOUNCED THAT TWO
VACANCIES EXIST ON THE ENFORCEMENT AGENCY FOR
THE ABANDONED BUILDING ORDINANCE.

ORDER

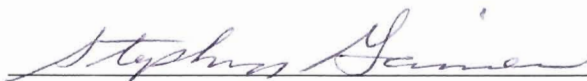
On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by David Blair Couch and passed, announced that two vacancies exist on the Enforcement Agency for the Abandoned Building Ordinance. Said vacancies are due to the fact that the terms of Terry Hefner and Steve Lehew expire July 23, 2011. Said vacancies are pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. The new terms will expire July 23, 2013

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

A/799

6/23/11
69/480

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A
VACANCY EXISTS ON THE MINERAL WELLS PUBLIC
SERVICE DISTRICT.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and passed, announced that a vacancy exists on the Mineral Wells Public Service District. Said vacancy is due to the fact that Charles Stewart submitted his resignation. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. The new term will expire March 1, 2016.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

A/800

6/23/11
69/480

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A CONTRACTUAL AGREEMENT WITH STEER'S HEATING AND COOLING FOR THE WOOD COUNTY ENERGY IMPLEMENTATION PROJECT – MECHANICAL PACKAGE.

ORDER

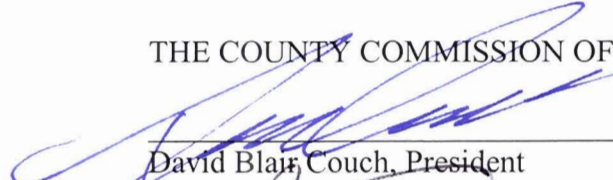
On this date, the County Commission of Wood County, upon a motion duly made, seconded and passed, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Contractual Agreement with Steer's Heating and Cooling Inc. for the Wood County Energy Implementation Project – Mechanical Package. Said contract is in the amount of sixty-four thousand five hundred thirteen dollars and zero cents (\$64,513.00) for implementation of said project.

A copy of the Contractual Agreement is attached to this Order and should be made a part thereof.

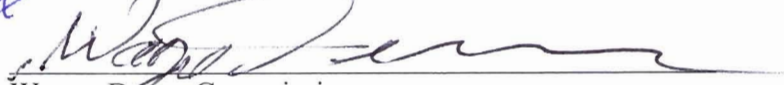
The aforementioned Contractual Agreement and pertinent documentation pertaining to the aforementioned Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

6/23/11
69/480

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of June in the year Two Thousand Eleven

(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Wood County Commissioners
#1 Court Square, Suite 205
Parkersburg, WV 26101

and the Contractor:
(Name, legal status, address and other information)

Steer's Heating and Cooling Inc.
3311 Dudley Avenue
Parkersburg, WV 26104

for the following Project:
(Name, location and detailed description)

Energy Saving Implementation - Mechanical Package
#1 Court Square, Suite 205
Parkersburg, WV 26101

The Architect:
(Name, legal status, address and other information)

Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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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, all of which 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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as 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.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that 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 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 Contractor shall achieve Substantial Completion of the entire Work not later than Eighty-four (84) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages will be assessed at a rate of \$100 per day, weekends and holidays included.

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 Sixty-four Thousand Five Hundred Thirteen Dollars and Zero Cents (\$ 64,513.00), 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:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

- Alternate No. 1 - DDC Controls - Accepted
- Delete Automatic Dampers at Health Department
- Delete Duct Insulation at Health Department

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|------|-------|
| N/A | |

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 Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth 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 Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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 allocate the entire Contract Sum among the

various portions of the Work. 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 show 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 (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .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 percent (10.00 %);
- .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 Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 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
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .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 Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 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 Section 12.2.2 of AIA Document A201-2007, 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 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

David A. Boggs, PE
Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.
(Insert rate of interest agreed upon, if any.)

0.00 %

§ 8.3 The Owner's representative:
(Name, address and other information)

Marty Seufer, Wood County Administrator
#1 Court Square, Suite 205
Parkersburg, WV 26101

§ 8.4 The Contractor's representative:
(Name, address and other information)

Bruce Bolden
3311 Dudley Ave.
Parkersburg, WV 26104

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Energy Saving Implementation Mechanical Package Issued for Bid: April 22, 2011.

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Energy Saving Implementation Mechanical Package Issued for Bid: April 22, 2011.

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

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
| N/A | | |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

DAVID COUCH WCC
Pres.
(Printed name and title)



CONTRACTOR (Signature)

Bruce Bolden, Vice President
(Printed name and title)

6/23/11
69/480

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A CONTRACTUAL AGREEMENT WITH DAVIS PICKERING AND CO. INC. FOR THE WOOD COUNTY ENERGY IMPLEMENTATION PROJECT – ELECTRICAL PACKAGE.

ORDER

On this date, the County Commission of Wood County, upon a motion duly made, seconded and passed, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Contractual Agreement with David Pickering and Co. Inc. for the Wood County Energy Implementation Project – Electrical Package. Said contract is in the amount of one hundred seventy-three thousand four hundred twenty dollars and seventy-seven cents (\$173,420.77) for implementation of said project.

A copy of the Contractual Agreement is attached to this Order and should be made a part thereof.

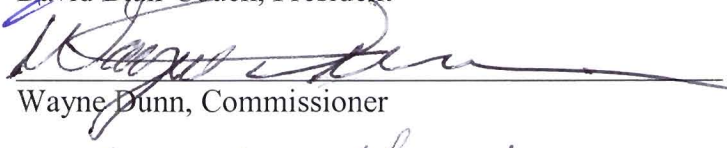
The aforementioned Contractual Agreement and pertinent documentation pertaining to the aforementioned Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner



Document A101™ – 2007

6/23/11
69/480

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of June in the year Two Thousand Eleven

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Wood County Commissioners
#1 Court Square, Suite 205
Parkersburg, WV 26101

and the Contractor:

(Name, legal status, address and other information)

Davis Pickering & Company, Inc.
165 Enterprise Dr.
Marietta, OH 45750

for the following Project:

(Name, location and detailed description)

Energy Saving Implementation - Electrical Package
#1 Court Square, Suite 205
Parkersburg, WV 26101

The Architect:

(Name, legal status, address and other information)

Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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| 9 | ENUMERATION OF CONTRACT DOCUMENTS |
| 10 | INSURANCE AND BONDS |

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, all of which 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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as 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.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that 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 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 Contractor shall achieve Substantial Completion of the entire Work not later than One hundred sixty-eight (168) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages will be assessed at a rate of \$100 per day, weekends and holidays included.

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 Seventy-three Thousand Four Hundred Twenty Dollars and Seventy-seven Cents (\$ 173,420.77), 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:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1 – Not accepted
 Delete Work of Appendix E – Photo and/or Occupancy Sensors

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|---|-----------------------|-------------------------|
| Vending Miser VM170 | Per unit | \$263.74 |
| Vending Miser VM171 | Per unit | \$253.19 |
| Vending Miser SM170 | Per unit | \$273.94 |
| Exit Light Retrofit Kit | Per unit | \$57.34 |
| Exit Light Retrofit Kit | Per unit | \$65.91 |
| Wall Pack 320W Metal Halide Pulse-Start | Per unit | \$369.27 |
| Wall Pack 150W Metal Halide Pulse-Start | Per unit | \$334.95 |
| T-5 Retrofit Lithonia 2MRT 2 14T5 MVOLT GEB 95 | Per unit | \$118.33 |
| T-5 Retrofit Lithonia 2MRT 2 28T5 MVOLT GEB 95 | Per unit | \$120.97 |
| T-5 Retrofit Lithonia MRS 4 2 28T5 MVOLT ½ GEB 95 | Per unit | \$114.34 |
| T-5 Retrofit Lithonia MRS 8 1 28T5 MVOLT ½ GEB 95 | Per unit | \$133.47 |
| T-5 Retrofit Lithonia MRS 8 2 28T5 MVOLT ¼ GEB 95 | Per unit | \$168.18 |
| Lithonia LB 2 28 MVOLT GEB 10 IS | Per unit | \$176.01 |
| Lithonia LB 2 14 MVOLT GEB 10 IS | Per unit | \$167.43 |
| Prismatic Lens Replacement (2'x2') | Per unit | \$61.13 |
| Prismatic Lens Replacement (2'x4') | Per unit | \$73.16 |

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|------|-------|
| N/A | |

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 Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth 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 Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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 allocate the entire Contract Sum among the various portions of the Work. 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 show 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 (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .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 percent (10.00 %);
- .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 Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 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
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .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 Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N A

§ 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 Section 12.2.2 of AIA Document A201-2007, 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 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

David A. Boggs, PE
Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.

(Insert rate of interest agreed upon, if any.)

0.00 %

§ 8.3 The Owner's representative:
(Name, address and other information)

Marty Seufer, Wood County Administrator
#1 Court Square, Suite 205
Parkersburg, WV 26101

§ 8.4 The Contractor's representative:
(Name, address and other information)

Jeffrey Williamson
165 Enterprise Drive
Marietta, Ohio 45750

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Energy Saving Implementation Electrical Package Issued for Bid: April 22, 2011

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Energy Saving Implementation Electrical Package Issued for Bid: April 22, 2011

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

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|----------------|--------------|-------|
| Addendum No. 1 | May 11, 2011 | 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 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
2. Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

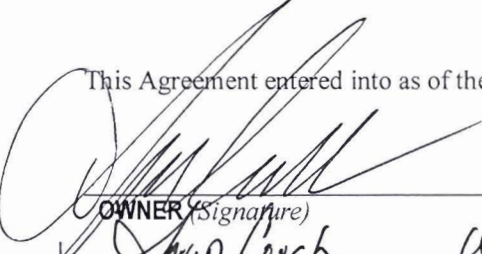
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond


Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

David Couch
(Printed name and title)

WCC
PRES


CONTRACTOR (Signature)

Kelly A. Fisher, Corp. Secretary
Jeffrey Williamson, Vice President of Operations
(Printed name and title)

6/23/11
69/481

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE A
CHANGE ORDER FOR THE CONSTRUCTION OF THE WOOD
COUNTY JUSTICE CENTER.

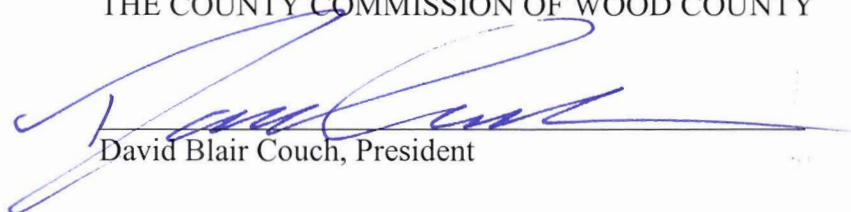
ORDER

On this date, the County Commission of Wood County upon a motion made by David Blair Couch and made unanimous by Stephen Gainer, did hereby AUTHORIZE Proposed Change Order Number 012 for construction of the Wood County Justice Center to be APPROVED. Said Change Order is for installing a new water line. Said Change Order is in the amount of one thousand five hundred sixty-four dollars and sixteen cents (\$1,564.16).

A copy of said Change Order is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

M/1510-A

JD&E, Downing & Emch, Inc.

PROPOSED CHANGE ORDER

No. 012

... C. & P. Road
... Box 6253
... eeling, WV 26003

Phone: 304-232-5000
Fax: 304-232-0619

TITLE: New Water Line

DATE: 6/1/2011

6/23/11

PROJECT: Wood Co. Commission - Justice Center

JOB: 3168

69/48J

TO: Attn: Glenn Savage
ZMM, Inc.
222 Lee Street, West
Charleston, WV 25302
Phone: 304-342-0159 Fax: 304-345-8144

CONTRACT NO: 1

RE: PCO

To: ZMM

From: JAR

Number: 012

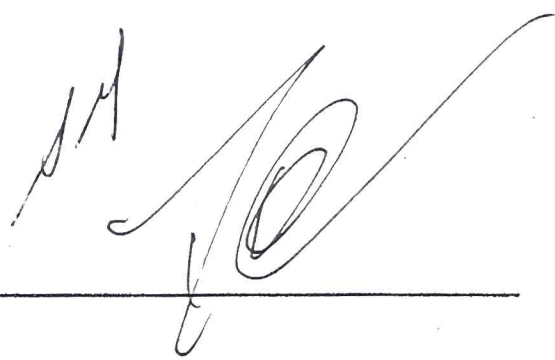
DESCRIPTION OF PROPOSAL

At your request, JD&E is pleased to provide pricing to furnish and install 40 ft. of new water line to existing hose bibb relocated in new brick opening. Includes pipe insulation.

If this is acceptable, please issue a change order at your earliest convenience.

| Description | Stock# | Quantity | Units | Unit Price | Tax Rate | Tax Amount | Net Amount |
|---|--------|----------|-------|------------|----------|------------|------------|
| Subcontract: Carver's Electric, Plumbing & Heating (attached) | | 1.000 | Lot | \$1,250.00 | 0.00% | \$0.00 | \$1,250.00 |
| JD&E OH&P @ 10% (subcontracts) | | 1.000 | Lot | \$125.00 | 0.00% | \$0.00 | \$125.00 |
| JD&E Labor to cut brick opening (includes OH&P) | | 2.000 | Hrs. | \$70.00 | 0.00% | \$0.00 | \$140.00 |
| Bond @ 1.18% | | 1.000 | Lot | \$17.88 | 0.00% | \$0.00 | \$17.88 |
| B&O Tax @ 2% | | 1.000 | Lot | \$31.28 | 0.00% | \$0.00 | \$31.28 |

Unit Cost: \$1,564.16
 Unit Tax: \$0.00
Unit Total: \$1,564.16



APPROVAL:

By: _____
Jason Costello

By: _____
Glenn Savage

Date: _____

Date: _____

6/23/11
69/481

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE A
CHANGE ORDER FOR THE CONSTRUCTION OF THE WOOD
COUNTY JUSTICE CENTER.


ORDER

On this date, the County Commission of Wood County upon a motion made by David Blair Couch and made unanimous by Stephen Gainer, did hereby AUTHORIZE Proposed Change Order Number 013 for construction of the Wood County Justice Center to be APPROVED. Said Change Order is for reworking the existing underground gas line. Said Change Order is in the amount of two thousand one hundred fifty-seven dollars and eighty-two cents (\$2,157.82).

A copy of said Change Order is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

M/1510-B

Downing & Emch, Inc.

PROPOSED CHANGE ORDER

No. 013

& P. Road
Box 6253
Martinsburg, WV 26003

Phone: 304-232-5000
Fax: 304-232-0619

DESCRIPTION: Reworking Underground Gas Line
PROJECT: Wood Co. Commission - Justice Center

DATE: 6/23/2011

6/23/11

JOB: 3168

6/23/11

Attn: Glenn Savage
ZMM, Inc.
222 Lee Street, West
Charleston, WV 25302
Phone: 304-342-0159 Fax: 304-345-8144

CONTRACT NO:

RE: PCO **To:** ZMM **From:** JAR **Number:** 013

DESCRIPTION OF PROPOSAL

At your request, JD&E is pleased to provide pricing to reworking the existing underground gas line to fit new gas meter set. If this is acceptable, please issue a change order at your earliest convenience.

| Description | Stock# | Quantity | Units | Unit Price | Tax Rate | Tax Amount | Net Amount |
|----------------------------------|--------|----------|-------|------------|----------|------------|------------|
| Subcontract: Carver's (attached) | | 1.000 | Lot | \$1,900.00 | 0.00% | \$0.00 | \$1,900.00 |
| JD&E OH&P @ 10% (subcontracts: | | 1.000 | Lot | \$190.00 | 0.00% | \$0.00 | \$190.00 |
| Bond @ 1.18% | | 1.000 | Lot | \$24.66 | 0.00% | \$0.00 | \$24.66 |
| B&O Tax @ 2% | | 1.000 | Lot | \$43.16 | 0.00% | \$0.00 | \$43.16 |

Unit Cost: \$2,157.82
 Unit Tax: \$0.00
Unit Total: \$2,157.82



APPROVAL:
By: _____
Jason Costello

By: _____
Glenn Savage

Date: _____

JUNE 23, 2011

6/23/11
69/481

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE A
CHANGE ORDER FOR THE CONSTRUCTION OF THE WOOD
COUNTY JUSTICE CENTER.

ORDER


On this date, the County Commission of Wood County upon a motion made by David Blair Couch and made unanimous by Stephen Gainer, did hereby AUTHORIZE Proposed Change Order Number 014 for construction of the Wood County Justice Center to be APPROVED. Said Change Order is for the following changes to the Evidence Room #231 – Plaster Option:

- JD&E Material: Vault Drop Box (includes shipping) in the amount of seven hundred ninety-seven dollars and zero cents (\$797.00)
- JD&E OH&P @ 15% (material) in the amount of one hundred nineteen dollars and fifty-five cents (\$119.55)

A copy of said Change Order is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

Arvis, Downing & Emch, Inc.

PROPOSED CHANGE ORDER

No. 014

G. C. & P. Road
Box 6253
Martinsburg, WV 26003

Phone: 304-232-5000
Fax: 304-232-0619

TO: Evidence Room - Plaster Option
PROJECT: Wood Co. Commission - Justice Center

DATE: 6/22/2011

*6/23/11
69/48J*

JOB: 3168

CONTRACT NO: 1

Attn: Glenn Savage
ZMM, Inc.
222 Lee Street, West
Charleston, WV 25302
Phone: 304-342-0159 Fax: 304-345-8144

RE: PCO **To:** ZMM **From:** JAR **Number:** 014

DESCRIPTION OF PROPOSAL

Our request, JD&E is pleased to provide pricing for changes to the Evidence Room #231 - Plaster Option.

If this is acceptable, please issue a change order at your earliest convenience.

| Description | Stock# | Quantity | Units | Unit Price | Tax Rate | Tax Amount | Net Amount |
|---|--------|----------|-------|-------------|----------|------------|-------------|
| SUBCONTRACTS: | | 1.000 | Lot | \$0.00 | 0.00% | \$0.00 | \$0.00 |
| Cornerstone Interiors (attached) | | 1.000 | Lot | \$21,776.00 | 0.00% | \$0.00 | \$21,776.00 |
| Davision Electric (attached) | | 1.000 | Lot | \$5,681.00 | 0.00% | \$0.00 | \$5,681.00 |
| JD&E OH&P @ 10% (subcontracts) | | 1.000 | Lot | \$2,745.70 | 0.00% | \$0.00 | \$2,745.70 |
| JD&E Material: Vault Drop Box (includes shipping) | | 1.000 | Lot | \$797.00 | 0.00% | \$0.00 | \$797.00 |
| JD&E OH&P @ 15% (material) | | 1.000 | Lot | \$119.55 | 0.00% | \$0.00 | \$119.55 |
| Sales Tax @ 6% | | 1.000 | Lot | \$41.82 | 0.00% | \$0.00 | \$41.82 |
| JD&E Labor (includes OH&P) | | 3.000 | Hrs. | \$70.00 | 0.00% | \$0.00 | \$210.00 |
| Bond @ 1.18% | | 1.000 | Lot | \$370.18 | 0.00% | \$0.00 | \$370.18 |
| B&O Tax @ 2% | | 1.000 | Lot | \$647.78 | 0.00% | \$0.00 | \$647.78 |

*DBC
VAULT
BOX
ONLY
SM*

Unit Cost: \$32,389.03
Unit Tax: \$0.00
Unit Total: \$32,389.03

APPROVAL:

By: _____
Jason Costello

By: _____
Glenn Savage

Date: _____

4/23/11
69/481

JUNE 23, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY REJECT A
CHANGE ORDER FOR THE CONSTRUCTION OF THE WOOD
COUNTY JUSTICE CENTER.

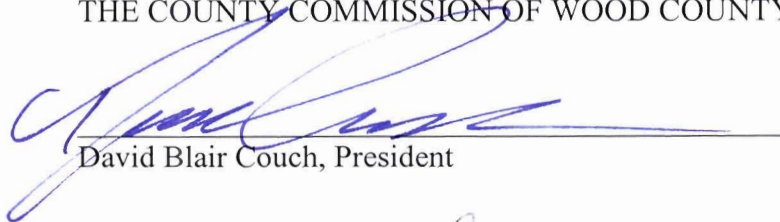
ORDER

On this date, the County Commission of Wood County upon a motion made by David Blair Couch and made unanimous by Stephen Gainer, did hereby REJECT Proposed Change Order Number 015 for construction of the Wood County Justice Center. Said Change Order is for changes to the Evidence Room #231 – Expanded Metal Option in the amount of twenty-one thousand seven hundred twenty-one dollars and forty-six cents (\$21,721.46).

A copy of said Change Order is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Stephen Gainer, Commissioner

M/1510-D

Jarvis, Downing & Emch, Inc.

PROPOSED CHANGE ORDER

No. 015

200 G. C. & P. Road
P. O. Box 6253
Wheeling, WV 26003

Phone: 304-232-5000
Fax: 304-232-0619

TITLE: Evidence Room-Expanded Metal Option

DATE: 6/22/2011

6/23/11

PROJECT: Wood Co. Commission - Justice Center

JOB: 3168

6/24/11

TO: Attn: Glenn Savage
ZMM, Inc.
222 Lee Street, West
Charleston, WV 25302
Phone: 304-342-0159 Fax: 304-345-8144

CONTRACT NO: 1

RE: PCO

To: ZMM

From: JAR

Number: 015

DESCRIPTION OF PROPOSAL

Per your request, JD&E is pleased to provide pricing for changes to the Evidence Room #231 - Expanded Metal Option.

If this is acceptable, please issue a change order at your earliest convenience.

| Item | Description | Stock# | Quantity | Units | Unit Price | Tax Rate | Tax Amount | Net Amount |
|-------|--|--------|----------|-------|-------------|----------|------------|-------------|
| 01.00 | SUBCONTRACTS: | | 1.000 | Lot | \$0.00 | 0.00% | \$0.00 | \$0.00 |
| 01.01 | Cornerstone Interiors (attached) | | 1.000 | Lot | \$12,383.00 | 0.00% | \$0.00 | \$12,383.00 |
| 01.02 | Davison Electric (attached) | | 1.000 | Lot | \$5,681.00 | 0.00% | \$0.00 | \$5,681.00 |
| 01.03 | JD&E OH&P @ 10% (subcontracts) | | 1.000 | Lot | \$1,806.40 | 0.00% | \$0.00 | \$1,806.40 |
| 02.00 | JD&E Material: Vault Drop Box (includes shipping) | | 1.000 | Lot | \$797.00 | 0.00% | \$0.00 | \$797.00 |
| 02.01 | JD&E OH&P @ 15% (material) | | 1.000 | Lot | \$119.55 | 0.00% | \$0.00 | \$119.55 |
| 02.02 | Sales Tax @ 6% | | 1.000 | Lot | \$41.82 | 0.00% | \$0.00 | \$41.82 |
| 03.00 | JD&E Labor (includes OH&P) | | 3.000 | Hrs. | \$70.00 | 0.00% | \$0.00 | \$210.00 |
| 04.00 | Bond @ 1.18% | | 1.000 | Lot | \$248.26 | 0.00% | \$0.00 | \$248.26 |
| 05.00 | B&O Tax @ 2% | | 1.000 | Lot | \$434.43 | 0.00% | \$0.00 | \$434.43 |

Unit Cost: \$21,721.46
Unit Tax: \$0.00
Unit Total: \$21,721.46

APPROVAL:

By: _____
Jason Costello

By: _____
Glenn Savage

Date: _____

Date: _____