

IN THE MATTER OF AUTHORIZING SEMINAR REGISTRATION FOR THE AUGLAIZE COUNTY ECONOMIC DEVELOPMENT COALITION IN AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of May, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Economic Development Coalition Board stated that it felt it would be in the best interest of all county communities for the County Economic Development representatives to attend 2014 Consultants Form in Columbus on June 1 – 3, 2014; and,

WHEREAS, two Economic Directors will be attending this seminar at a cost of \$1,695.00 each for two representatives to attend the seminar at total cost of \$3,390.00; and,

WHEREAS, the Board agreed this seminar with the Consultants Forum would be beneficial to the Auglaize County Economic Development Coalition Board representing all communities within Auglaize County.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does here by authorize the expense for two representatives to attend the seminar at a cost of \$3,390.00.

Commissioner Spencer seconded the Resolution and upon the roll being called. The vote resulted in the adoption of the Resolution as follows:

Adopted this
27th day of
March, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

✓ cc: WAEDC – Greg Myers
✓ St. Marys – Susan Crotty

**IN THE MATTER OF APPROVING THE ADDENDUMS TO THE MASTER GROUP CONTRACT
BETWEEN SUPERIOR DENTAL CARE, INC. AND BOARD OF AUGLAIZE COUNTY
COMMISSIONERS; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of March, 2014.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, Superior Dental Care Inc. has submitted Addendums D4017-2014 and D4018-2014 for approving with the Master Group Contract for "The Preferred Plan" for dental care for County Employees under a pre-tax payroll deduction option to the Board of County Commissioners for execution.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the addendums with the Master Group Contract from Superior Dental Care, Inc. for the Preferred Plan to provide dental care benefits to county employees; and,

BE IT FURTHER RESOLVED that said Board does authorize John N. Bergman, as President of the Board, to execute said contract.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
27th day of
March, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

cc: Deputy Auditor Lori Yahl

IN THE MATTER OF AUTHORIZING THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS TO ENTER INTO A CONTRACT WITH ACCESS ENGINEERING SOLUTIONS, LLC FOR THE ENGINEERING SERVICES AND GRANT ADMINISTRATIVE SERVICES FOR THE FY 2013 CDBG NEIGHBORHOOD REVITALIZATION GRANT PROGRAM FOR THE VILLAGE OF WAYNESFIELD PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of March, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with Access Engineering Solutions LLC for the provision of engineering services for the FY 2013 CDBG Neighborhood Revitalization Grant Program - Village of Waynesfield Project which consist of the following for the Community Development Block Grant (CDBG) Program: Grant Administration, Environmental Review and Clearance; and,

WHEREAS, the fees for the FY 13 CDBG Allocation and CDBG Neighborhood Revitalization Grant Program administration basic services are not to exceed a lump sum of \$28,000.00 and are broken down as follows:

- Grant Administration & Environmental Review - Not to exceed \$24,000.00;
- Activity 2 - Clearance - Not to exceed \$ 2,000.00;
- Activity 3 - Parks and Recreation Facilities - Not to exceed \$ 2,000.00; and,

WHEREAS, Access Engineering Solutions, LLC has prepared a contract for the Board's review and execution; and,

WHEREAS, the Board of County Commissioners has reviewed said contract and has found them to be satisfactory.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for administrative services and engineering services of Access Engineering Solutions, LLC for assistance in the grant administration & environmental review for FY 2013 CDBG Neighborhood Revitalization Program for the Village of Waynesfield project at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board of Auglaize County Commissioners to execute said contract.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
27th day of
March, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

- cc: Poggemeyer Design Group, Inc.
- County Administrator
- Access Engineering

CONTRACT FOR PROFESSIONAL SERVICES

This Contract made and entered into on this 27th day of March, 2014, by and between the **AUGLAIZE COUNTY COMMISSIONERS**, 209 South Blackhoof Street, Wapakoneta, Ohio 45895 (hereinafter referred to as "County") and **ACCESS ENGINEERING SOLUTIONS, LLC**, 1200 Irmischer Boulevard, Suite B, Celina, Ohio 45822, a professional corporation registered in the State of Ohio, (hereinafter referred to as "Consultant")

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing engineering and design services; and

WHEREAS the County is engaged in the following project:

Village of Waynesfield:

Engineering Services for the CDBG Neighborhood Revitalization Projects, which consist of the following for the Community Development Block Grant (CDBG) Neighborhood Revitalization Program: Grant Administration, Environmental Review and Activities 2 and 3.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DURATION OF CONTRACT

The County hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the County, for a period of 19 months, commencing on March 27, 2014 and ending on October 27, 2015 at midnight (hereinafter "contract period"). The duration of this Contract may be extended for additional time by mutual agreement of the parties, and shall be subject to the same terms and provisions set forth herein unless otherwise modified in writing by the parties hereto.

ARTICLE 2: RESPONSIBILITIES OF CONSULTANT

2.1 Licensure: Consultant is hereby licensed as professional engineers. Consultant agrees to perform his duties to the best of his ability, at all times maintaining high ethical, moral and professional standards.

2.2 Hours: Consultant is expected to work as necessary, the actual time of which will be established and agreed upon between the County and Consultant. The County has discretion to alter the hours of business from time to time as may be necessary or appropriate. In addition to normal business hours, Consultant may also be required to attend meetings and site inspections as may be necessary to complete the project.

2.3 Records: Consultant is required to keep and maintain records relating to all services rendered pursuant to this contract in the form and manner dictated by the County and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the County. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the County.

2.4 Restrictions: Consultant expressly acknowledges that he has no right or authority at any time to make any contract or binding agreement of any nature on behalf of the County, whether oral or written.

2.5 Assumption of Risk: The parties acknowledge that the services agreed to be provided may involve hazardous conditions. Consultant assumes all risk of personal injury to its employees and any property damage to its equipment which may occur as a result of the work performed under this contract and hereby agrees to waive all such claims against the County, regardless of how the injury or damage was caused, including negligence on the part of the County.

2.6 Change Orders: The parties acknowledge that changes and deviations from the original plans and specifications may be required or requested in the course of the project. Consultant shall fully cooperate with the execution of Change Orders as requested by the County in an expedient manner. The Consultant agrees that any Change Order must be approved by the County in writing.

2.7 Insurance and Indemnification: Consultant represents to the County that it has

in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the County harmless for any personal injury or property damage resulting from the performance of its services. Consultant shall maintain professional liability insurance coverage sufficient to cover potential loss to the project.

2.8 Scope of Duties: See Attachment "A" for Scope of Work. Any additional work requested by County shall be in writing to the Consultant and will be billed at a time and expense basis based upon the Consultant's standard hourly rates.

ARTICLE 3: POLICIES AND PROCEDURES

Unless otherwise provided herein, Consultant shall be subject to all policies and procedures governing the County's offices.

ARTICLE 4: COMPENSATION/BENEFITS

4.1 Compensation: In consideration of the services and duties to be performed by Consultant during the contract period, the County shall compensate Consultant in an amount not to exceed **Twenty Eight Thousand Dollars (\$28,000.00)** for the Professional Services substantially listed in Attachment "A".

4.2 Payment: Consultant shall issue monthly invoices for services performed under the above stated tasks. The County shall make payment within 30 days of receiving the draw down of funds from the state. In the event of a disputed billing, the County shall withhold payment on the disputed portion of the invoice **ONLY**.

4.3 Taxes: The County shall not be responsible for paying withholding taxes on any form of compensation paid to Consultant.

ARTICLE 5: RESPONSIBILITIES OF THE COUNTY

5.1 Information: The County agrees to provide Consultant with all available information, and reasonable access to current and past documentation, including any pertinent information that may be relevant to project, facilities and supplies as is necessary so as to enable Consultant to properly perform his duties under this contract. However, it will be Consultant's responsibility to provide his own transportation and equipment. Consultant shall obtain and maintain a policy of automobile insurance satisfactory to the County with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The County shall guarantee access to, and make provisions for, Consultant to enter upon public and/or private lands as required for the Consultant to perform the work under this Agreement.

5.3 Review: The County agrees to review and examine all studies, reports, sketches, estimates, drawings, specifications, proposal(s) and other documents presented by Consultant and shall render in writing a decision pertaining thereto so as to not delay the work of the Consultant.

5.4 Legal: The County agrees to provide such legal, accounting, and insurance counseling services as may be required for any work requested. However, legal representation of Consultant for its work and employees and/or its subcontractors is the sole responsibility of the Consultant.

5.5 Contact: The County agrees to designate, in writing, a person or persons who shall serve as the County's Representative(s).

ARTICLE 6: TERMINATION OF CONTRACT

6.1 Termination at Will: This contract may be terminated by either party at will and without cause at any time upon not less than seven (7) days advance written notice thereof to the other party.

6.2 Immediate Termination for Cause: The County shall have the right to terminate Consultant's contract for services at any time for cause. The County shall inform Consultant of the reason for such termination and shall advise Consultant of the last day of service. "Cause" shall include, but not be limited to, any of the following:

- (a) Consultant's license or certification in the State of Ohio has been revoked or suspended.
- (b) A good faith determination by the County that Consultant has committed a material breach of any covenant, provision, term, condition or undertaking contained in this contract.
- (c) Commission by Consultant of a felony or crime of moral turpitude.
- (d) Gross neglect or willful misconduct in the performance of Consultant's duties hereunder that does result or may result in detriment to the County.

6.3 Compensation Upon Termination: In the event this contract is terminated, the following provisions shall apply:

- (a) If either the County or Consultant elects to terminate this contract at will, Consultant shall be entitled to receive any compensation which has been earned through the last date of service.
- (b) If the County elects to terminate this contract for cause, Consultant shall be entitled to receive any compensation which has been earned through the last day of service, but not yet paid, less any expense the breach, misconduct or neglect caused the County.

ARTICLE 7: GENERAL PROVISIONS

7.1 Severability: If any clause or provision herein is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions in this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

7.2 Governing Law: This contract shall be governed by the laws of the State of Ohio.

7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this contract.

7.4 Complete Agreement: This contract contains all the terms and conditions agreed upon by the County and Consultant, and no other agreements or understandings regarding the subject matter of this contract shall be deemed to exist or bind either of the parties hereto. This contract may not be amended or modified unless in writing signed by both parties.

Attachment "A"

Scope of Services –

Grant Administration and Environmental Review - \$24,000.00

- Work with County officials to complete the environmental review.
- Work with County officials to administer all of the Grant Activities 1 thru 7.
- Provide all documentation to the county for the completion of the Activities.

Clearance - \$2,000.00

- In consultation with the County to complete Activity 2, the clearance activities..
The general scope is understood to be the remove of the existing structure, the disconnection of all public utilities and seeding of the property.
- Prepare Bid Documents
- Perform Construction Administration and Project Close Out.

Parks and Recreation Facilities - \$2,000.00

- In consultation with the County to complete Activity 2, the clearance activities..
The general scope is understood to be the remove of the existing structure, the disconnection of all public utilities and seeding of the property.
- Prepare Bid Documents
- Perform Construction Administration and Project Close Out.

The cost for the engineering for the other Activities will be paid for by the Village of Waynesfield.

**IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE ADMINISTRATIVE CONTRACT WITH
POGEMEYER DESIGN GROUP FOR THE FY 2012 COMMUNITY HOUSING IMPROVEMENT
PROGRAM; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of March, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on October 9, 2012, in Resolution #12-429, the Board of County Commissioners executed an administrative contract with Poggemeyer Design Group for services for the County's FY 2012 Community Housing Improvement Program (CHIP) Grant at the compensation amount of \$112,800; and,

WHEREAS, the additional contract amount of \$3,500 is to cover soft costs incurred for the following projects (214 Westway Court, St. Marys - \$2,875; and 704 West South Street, St. Marys \$625.) It is our understanding that the County will use CHIP Home Repair OHTF funds. These are soft costs previously incurred, but not charged to the County until it was known that projected outcomes were met. The charges did not need state approval since these projects will not exceed the state's maximum limit of assistance per project, which is \$12,000; and,

WHEREAS, the Board of County Commissioners has agreed to this increase; and,

WHEREAS, an Administrative contract amendment has been prepared by Poggemeyer Design Group reflecting above mentioned fee increase; same is to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the amendment to the administrative contract with Poggemeyer Design Group for the FY 2012 CHIP Grant; and,

BE IT FURTHER RESOLVED that John N. Bergman, President of the Board, is hereby authorized to execute said letter contract amendment as presented by Poggemeyer Design Group, thereby increasing said administrative services fee by \$3,500.00 to a total of \$116,300.00.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
27th day of
March, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

✓ cc: Paul Tecpanecatl – Poggemeyer Design Group

- CLIENT
- ARCHITECT/ENGINEER



POGEMEYER
DESIGN GROUP

Contract Amendment

PROJECT: (Name and Address)
FY12 Auglaize County CHIP

CONTRACT AMENDMENT NUMBER: 1

DATE: March 6, 2014

PDG PROJECT NUMBER: 3510-070

TO CLIENT: (Name and Address)
Auglaize County Board of Commissioners
209 South Blackhoof Street, -Room 201
Wapakoneta, OH 45895

PROJECT MANAGER: Gayle Flaczynski

CONTRACT DATE: September 1, 2012

The Contract is changed as follows:

The additional contract amount of \$3,500 is to cover soft costs incurred for the following projects (214 Westway Court, St. Marys - \$2,875; and 704 West South Street, St. Marys \$625). It is our understanding that the County will use CHIP Home Repair OHTF funds. These are soft costs previously incurred, but not charged to the County until it was known that projected outcomes were met. The charges did not need state approval since these projects will not exceed the state's maximum limit of assistance per project, which is \$12,000.

The original Contract Sum: \$112,800

The net change by previously submitted Contract Amendments: \$0

The Contract Sum prior to this Contract Amendment: \$112,800

The Contract Sum will be (increased)
by this Amendment in the amount of: \$3,500

The new Contract Sum including this Contract Amendment: \$116,300

The Contract Time will be increased by: 0 days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Poggemeyer Design Group, Inc.

x Auglaize County Board of Commissioners

ARCHITECT/ENGINEER

CLIENT

1168 North Main Street
Bowling Green, Ohio 43402

x 209 S. Blackhoof Stret, Room 201
x Wapakoneta, Ohio 45895

ADDRESS

ADDRESS

Paul Z. Tecpanecatl, AICP- Principal Owner

x 
By (Signature)

BY (Signature)

By (Signature)

DATE

March 6, 2014

March 27, 2014

DATE

IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR CY SCHWIETERMAN INC. FOR THE DEARBAUGH DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of March, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond from Cy Schwieterman Inc. for labor and materials for said Dearbaugh Ditch project; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with Cy Schwieterman Inc. as presented, for the Dearbaugh Ditch project, executing same; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

BE IT FURTHER RESOLVED that the Engineer's Secretary prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
27th day of
March, 2014

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

✓ cc: County Engineer

DITCH CONTRACT

Revised Code, Sec. 6131.41

In the Matter of the DEARBAUGH DITCH

SINGLE County Ditch Petitioned for by SENATE BILL 160 PROJECT and others.

THIS AGREEMENT made and entered into on this 21ST day of March 2014.

by and between the County Commissioners of AUGLAIZE COUNTY,
Ohio, and hereinafter designated as "First Party," and CY SCHWIETERMAN, INC. of
10097 KOHLER ROAD, WAPAKONETA, OHIO 45895 hereinafter designated as "Second Party."

WITNESSETH, THAT SAID "SECOND PARTY," For and in consideration of the sum
of SEVENTY THOUSAND AND FIFTY TWO AND 00/100 (\$ 70,052.00) Dollars,
to be paid as hereinafter specified, hereby agree to furnish unto said "First Party," all the necessary
materials, and do all the work and labor required to construct the DEARBAUGH DITCH
improvement petitioned for by SENATE BILL 160 PROJECT and others, in accordance with
plans, drawings and specifications for the same hereto attached, which plans, drawings and specifications
are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor
promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in
charge, without hindrance or delay to any other branch or class of work on said DEARBAUGH DITCH
and to work in harmony with and to render such assistance to other branches of work as their connection
therewith and the progress of the DEARBAUGH DITCH may require. The whole to be completed
to the satisfaction and acceptance of said "First Party" on or before the 1st day of DECEMBER, 2014,

AND SAID "FIRST PARTY," for and in consideration of the true and faithful performance of
said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second
Party" said sum of SEVENTY THOUSAND AND FIFTY TWO AND 00/100 (\$ 70,052.00)
Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as
provided by law.

Now if the said

CY SCHWIETERMAN, INC.

of 10097 KOHLER ROAD, WAPAKONETA, OHIO

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

Wend C. Schmit
signed

Jayne Gerlach
witness

Cy Schwieterman, Inc.
company

Carrie Hottes
witness

10097 Kohler Rd.
street

Wapakoneta, Oh. 45895
city, state, zip

The above Contract being good and sufficient is approved this 27th day of March, 2014.

John N. Bergman
commissioner

Joseph A. Sene
commissioner

Don Deque
commissioner

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the DEARBAUGH DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR
AND MATERIALS

Petitioned for by SENATE BILL 160 PROJECT and others

KNOW ALL MEN BY THESE PRESENTS, That we, CY SCHWIETERMAN, INC.

of 10097 KOHLER ROAD, WAPAKONETA, OHIO, as Principal, and

LETTER OF CREDIT, FIRST NATIONAL BANK IN NEW BREMEN, as sureties, are
held and firmly bound unto the state of Ohio for the benefit of AUGLAIZE COUNTY and
for the benefit of any owner having a right of action thereon as is provided by law, in the penal sum of
EIGHTY SEVEN THOUSAND FIVE HUNDRED SIXTY- FIVE AND 00/100

(\$ 87,565.00) Dollars, WHICH IS 125% OF THE DITCH CONTRACT, to the
payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves, our
heirs, executors and administrators.

Signed by us, and dated this 21ST day of March, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound
CY SCHWIETERMAN, INC. of 10097 KOHLER ROAD, WAPAKONETA, OHIO
have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and
perform the work and labor for the construction of the DEARBAUGH DITCH improvement
petitioned for by SENATE BILL 160 PROJECT and others specified in said Contract, to
the satisfaction and acceptance of the County Engineer, on or before the 1ST day of DECEMBER,
2014, for the compensation SEVENTY THOUSAND AND FIFTY TWO AND 00/100
(\$ 70,052.00) Dollars. (DITCH CONTRACT AMOUNT).

Second, to save the County from any loss caused by delay in completing the work or furnishing the
material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the
contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said **CY SCHWIETERMAN, INC.**

of **10097 KOHLER ROAD, WAPAKONETA, OHIO**

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

David C. Schwieterman
Signed

Joseph Gerlach
witness

Cy Schwieterman, Inc.
company

Cassie Hottes
witness

10097 Kohler Rd.
street

Wapakoneta, Oh. 45895
city, state, zip

The above Bond being good and sufficient is approved this 27th day of March, 2014.

John N. Bergman
commissioner

Douglas A. Spence
commissioner

Don Regula
commissioner

IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR COUNTY'S BRIDGE PROJECT AUG-CR168-03.48; BIDS GIVEN TO COUNTY ENGINEER FOR REVIEW AND RECOMMENDATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of March, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, this being the date March 25, 2014 set in Resolution #14-118, dated March 4, 2014, the Board of County Commissioners received and publicly opened bids for the construction of Bridge No. AUG-CR168-03.48; and,

WHEREAS, said bids received are as follows:

From: Brumbaugh Construction, Inc. 3520 St. Rt. #49, P.O. Box 309, Arcanum, OH 45304	\$467,860.00
Vernon Nagel, Inc. 0154 County Road 11C, Napoleon, OH 43545	\$515,830.95
Armstrong Steel Erectors, Inc. 50 South Fourth Street, P.O. Box 577, Newark, OH 43058-0577	\$ 591,000.00
R.G. Zachrich Construction, Inc. 10105 Haller Street, Defiance, OH 43512	\$505,457.37
Eagle Bridge Co. P.O. Box 59, Sidney, OH 45365	\$528,777.05

Engineer's Estimate was \$560,228.00; and,

WHEREAS, the Board presented the bids to the County Engineer for review, requesting that a recommendation be given as to the award of the bid.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby document the receipt of bids as mentioned above and does withhold award of said bid until such time that a recommendation is received from the County Engineer.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
27th day of
March, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

cc: County Engineer - Doug Reinhart
County Bridge Engineer - Dan Bennett
Bidders