

**IN THE MATTER OF ACCEPTING THE QUOTE FROM THE ASSA ABLOY ENTRANCE SYSTEMS
FOR THE AUGLAIZE COUNTY HANDICAP DOOR PROJECT FOR THE TITLE OFFICE.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of August, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Project Manager has submitted two quotes for the following Handicap Door Project at the Title Office:

WHEREAS, the Board of Auglaize County Commissioners has selected ASSA Abloy Entrance Systems for a cost of \$8,250.00 and with a lead time of four weeks.

THEREFORE BE IT RESOLVED, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from ASSA Abloy Entrance Systems for \$8,250.00 and authorizing the President of said Board to execute said quote for above mentioned project at the Title Office; and,

BE IT FURTHER RESOLVED that said Board of Commissioners does hereby authorize Project Manager to proceed with the scheduling of the Handicap Door Project at the Title Office per the above mentioned quote.

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

Adopted this
12th day of
August, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: ASSA Abloy Entrance Systems
Project Manager

Quote Acceptance

Invoice Address Auglaize County Commissioners
Attn: Accounts Payable
209 South Blackhoof Street
Wapakoneta, OH 45895

Site Address Title Office
604 S Blackhoof St.

Wapakoneta, OH 45895

Quote Summary	Qty
New door/frame	1
Auto Operator	1

Equipment total : \$8,250.00

Payment Terms: Net 30 Days

Includes:

- Installation during normal working hours
- Insurance

Excludes:

- Painting, patching and repairing of floors, walls and ceilings
- Signed and Stamped shop drawings by a Certified Professional Engineer
- Building Permits or Inspections

Terms & Conditions: Purchaser's signature on this quotation or issuance of a purchase order or other writing expressing an intention to purchase the services/equipment that is the subject of this quote reflects acceptance of the attached Terms and Conditions.

To Ensure Timely Processing, Please Provide Contract/Sub-Contract Documents in MS Word Format.

Note: This quote is valid for 30 days. After the expiration date noted above, this quote must be confirmed or adjusted before it can be accepted.

Acceptance of Quotation

Signature of purchaser below represents Purchaser personally (a) has read, understands, and agrees with the terms herein, (b) is holding him or herself out to be authorized to bind his or her company or organization to the terms herein, (c) and that his or her company or organization is of sound financial standing so has to accommodate specifically the payment terms herein expressed.

Purchaser
Accepted by: David Bambauer

Print name: David Bambauer

Date: August 12, 2025
Purchaser's authorized signature required.

Terms and Conditions

Terms. Acceptance of this quote by Customer constitutes an order and contract for the purchase of the equipment and/or services described herein. If this quote is not accepted within 30 days, ASSA ABLOY Entrance Systems US Inc. ("AAES") reserves the right to change the equipment and/or services and prices quoted. Customer's signature on this document or issuance of a purchase order or other writing by Customer expressing an intention to purchase the services/equipment in this quote constitutes acceptance of the scope of work and these Terms and Conditions ("Agreement"). Any additional orders, changes or extras for material or labor will be subject to the terms and conditions of this agreement. No terms, provisions, or conditions of any previously or subsequently submitted Customer agreement or purchase order (including but not limited to any verbal representation or understandings) will have any effect on the obligations of the parties under or otherwise modify this Agreement.

1. Specific Exclusions. The following exclusions apply to all work quoted or performed by AAES unless otherwise agreed:

- a. Cost of bonds, permits or fees.
- b. Recertification and/or re-labeling of modified doors or frames.
- c. After-hours security of any type including temporary board-up.
- d. Preparation, installation or connection of material supplied by others.
- e. All conduits, boxes and wire runs for high or low voltage requirements.
- f. Paint/patch of walls, finish paint/stain, fascia or trim work.
- g. Protection or cleaning of material after installation.

2. Submittals. Submittals, cut sheets and/or shop drawings submitted by AAES and approved by Customer, general contractor, architect or owner shall be deemed the correct interpretation of the scope of work to be performed even if inconsistent with the architectural plans and specifications.

3. Commencement of Work. AAES will not commence work by ordering materials or fabrication until Customer has signed this Agreement and AAES has countersigned this Agreement; All complete and current plans, drawings and specifications, if applicable, have been delivered to AAES by Customer; All submittals, cut sheets and/or shop drawings submitted by AAES have been approved by Customer, general contractor, architect or owner and have been returned to AAES with a stamp of approval; AAES has received all information from related trades affecting the scope of work being performed; AAES has received reasonable notice to commence fabrication or ordering of materials within the factory lead time in effect at the time of notice from Customer; and All credits and debits for changes in quantity or design of material furnished have been accepted in writing.

4. Delivery. This quote is subject to AAES's ability to procure suitable material at the time of manufacture. Shipping dates are approximate only and are subject to change. AAES shall not be liable in damages or otherwise for delays or failure in performance when caused by circumstances beyond its reasonable control, including, without limitation, fire, acts of God, strikes, labor difficulties, acts of governmental or military authority, and/or delays in transportation or in procuring materials. In the event AAES is unable, due to any such occurrence or otherwise, to fulfill its total commitments to all customers, Customer agrees to accept as full and complete performance by AAES, deliveries in accordance with such plan or proration as AAES may adopt. AAES will provide commercial packaging, adequate under normal conditions, to protect the products in shipment and identify the contents. Should Customer request any special packaging, it will be done at Customer's expense. All products will be shipped via the most cost-effective means of transportation under the circumstances, unless Customer indicates otherwise. In the event Customer requests expedited shipping and handling, AAES shall comply provided Customer pays all reasonable expediting and increased shipping fees and expenses. If Customer provides no routing instructions, AAES shall be the sole judge of the best method of routing shipment. Claims for loss or damage in transit must be entered and prosecuted by the Customer. AAES will provide reasonable assistance, at Customer's expense, upon request.

5. Installation Requirements. Unless otherwise stated, Customer must comply with the following requirements:

(a) 110-volt AC permanent power must be available to each of the automatic operators at the time of installation. Additional charges will be added in the event it is not. (b) If the project contains multiple units, Customer must provide AAES with the ability to complete the work in a manner that allows for the continuous installation of multiple units without interruption, delay or return trips to the project site. If the work cannot be completed as set forth herein, Customer shall incur additional charges. (c) Once given an authorization to proceed, Customer must properly prepare the area for the automatic door equipment. If the installers arrive and find that the area is not properly prepared to accept the equipment for installation, Customer shall incur additional charges for loss of time for the crew, travel and staging. (d) Once given an authorization to proceed, Customer must ensure that the area is accessible and free of other trades working above, below or adjacent to AAES's equipment. If the installers arrive and find that other trades might impede our ability to install in the area, Customer shall incur additional charges for loss of time for the crew, travel and staging. (e) All work shall be performed during normal business hours: Monday through Friday, 8:00 a.m. - 4:00 p.m.

6. Payment. 50% deposit or joint check agreements are required for new customers that are denied credit or special orders. Payment terms are net 30 days from invoice date. If payment is not received within 30 days, a finance charge of 1½ % per month will be assessed and added to past due invoices. If Customer defaults in payment obligations with respect to equipment, AAES has the right to suspend fabrication or cancel any outstanding orders. If Customer defaults in payment obligations with respect to services, AAES has the right to file a lien against all or part of the property being improved. Should payment be received in the form of a check containing insufficient funds, a charge of \$25.00 will be added for each additional deposit attempt. In the event AAES has to enforce its right to payment under this Agreement, Customer agrees to reimburse AAES for any costs reasonably incurred by AAES relating to Customer's default (e.g., costs of collection, attorneys' fees, and court costs).

7. Limited Warranty. There are no guarantees or warranties except those specifically set forth herein. New equipment shall be free from material defects for a period of one year from the date of installation. Extended warranties are available for an additional charge. Warranty does not apply when damage is caused by misuse, fire, flood, storms, vandalism, acts of God, or any other cause outside of AAES's control. No allowance or credit will be made or given for any warranty material or labor repairs made by AAES. In the event (i) it is discovered that the equipment has been tampered with or (ii) if work has been performed on the equipment by any person or company other than AAES, this paragraph and all warranties and indemnification obligations of AAES set forth herein shall be void. AAES reserves the right to refuse to perform warranty service if Customer has not complied with all payment obligations under the Agreement. Warranty services shall be performed during normal business hours, Monday - Friday, 8:00 a.m. - 4:00 p.m. In the event after-hours, weekend or holiday warranty service is required, over-time or double-time labor and zone charges will apply and will be invoiced at the then-current AAES labor rates. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY DISCLAIMED. THE FOREGOING EXPRESSES ALL OF SUBCONTRACTOR'S OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE PRODUCTS FURNISHED BY IT HEREUNDER.

8. Insurance. AAES's obligation to maintain insurance shall be limited to the types and amounts of coverage set forth on the certificate of insurance submitted by AAES.

9. Limitation Of Liability. AAES shall not be liable for any indirect, incidental or consequential damages (including without limitation, lost profits or savings), arising from or related to the sale of equipment or any related installation or maintenance services, even if such damages are foreseeable or AAES had notice of such damages. The total liability of AAES related to or arising out of this quote shall not exceed the amount paid by Customer to AAES hereunder.

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 2 WITH ADVANCED DEMOLITION SERVICES FOR THE COMMERCIAL DEMOLITION LOCATED AT 601 LOGAN STREET, WAPAKONETA, OHIO, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID CHANGE ORDER NO. 2.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of August, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County has been granted funding through the State of Ohio, Department of Development, Building Demolition and Site Revitalization Program; and,

WHEREAS, bid award for this project was granted to Advanced Demolition Services at the cost of \$315,967.00 and on July 3, 2025 the Board approved Change Order No. 1 for \$9,000.00; and,

WHEREAS, it was determined by Auglaize County that the following Change Order No. 2 is needed to be made to the contract documents, this increased the contract by a total of \$5,000.00 for the following additional adjustments:

Scale removal and backfill with 304 aggregate; and,

WHEREAS, the Change Order #2 which will be part of this resolution; and,

WHEREAS, Advanced Demolition Services is able to accommodate this Change Order No. 2; and,

WHEREAS, Change Order No. 2 for the commercial demolition located at 601 Logan Street, Wapakoneta, Ohio has been presented to the Board of County Commissioners for approval and authorization of the following project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 2 for the addition to the contract with Advanced Demolition Services for the commercial demolition located at 601 Logan Street, Wapakoneta, Ohio; and,

BE IT FURTHER RESOLVED that the Advanced Demolition Services contract price for said project has been increased by \$5,000.00 for a total of \$329,967.00.

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

Adopted this
12th day of
August, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ☒ Property Owner
☒ Advanced Demolition Services



Advanced Demolition Services
Brett Deitering, Owner
651 Township Road 102, McComb, Ohio 45858
(419) 890-6814
brett@advanceddemolition.us

Change Order
Date:08/06/2025

Name / Address
601 Logan Street Wapakoneta, Ohio Auglaize County Commissioners

Description	Price
Scale removal and backfill with 304 aggregate	\$5,000.00
NOTES	Total
	\$5,000.00

David Bambauer, BOCC President

Date

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE CLERK OF COURTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of August, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2025, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2025 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the 2025 Technology Grant – CP Fund (044) by 150,000.00; and,

WHEREAS, the Auglaize County Clerk of Courts has requested that the Board amend the 2025 Annual Appropriation to reflect the following increase:

2025 Technology Grant – CP Fund		
044.0044.530600	Contract Services	\$150,000.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2025 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
12th day of
August, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor
County Administrator
Clerk of Courts