

IN THE MATTER OF ACCEPTING AND AUTHORIZING THE STANDARD FORM OF AGREEMENT BETWEEN AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND THE DESIGN-BUILDER GRANGER CONSTRUCTION COMPANY, INC FOR THE AUGLAIZE COUNTY JAIL EXPANSION PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the AIA Document A141™-2014, Standard Form of Agreement between Auglaize County Board of Commissioners (“Owner”) and Granger Construction Company, Inc. (“Design-Builder”) for the construction of the Auglaize County Jail Expansion project; and,

WHEREAS, the Design-Build Guaranteed Maximum Price (GMP) Proposal is \$6,101,193.00; and,

WHEREAS, the milestone construction schedule included in the GMP stipulates a substantial completion date of April 22, 2025 and is based on approval by February 14, 2024.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby approve the AIA Document A141™-2014, Standard Form of Agreement between the Owner and Design-Builder for the construction of the Auglaize County Jail Expansion project; and,

BE IT FURTHER RESOLVED that the Board authorizes the President of the Board, Douglas A. Spencer, to execute said Agreement.

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

Adopted this
13th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

cc: HDR
Sheriff
Granger Construction Company, Inc.

January 31, 2024

Auglaize County Board of Commissioners
Attn: Ms. Erica Preston
209 South Blackhoof Street
Wapakoneta, OH 45895

Re: Design-Build Guaranteed Maximum Price Proposal
Jail Expansion & Dormitory Renovation

Dear Ms. Preston,

Pursuant to Section 4.4 Design-Builders Proposal of our executed AIA-A141 Design-Build agreement, please find attached our Design-Build proposal for your review and approval.

Our proposed GMP amendment amount is **\$6,101,193** and is predicated on bids received along with the following exhibits included with this proposal:

- Exhibit A – A141-2014 GMP Amendment
- Exhibit B – GMP Estimate
- Exhibit C – Alternates
- Exhibit D – Milestone Schedule
- Exhibit E – List of Contract Drawings & Specifications
- Exhibit F – Allowances
- Exhibit G – Assumptions & Clarifications

The milestone construction schedule included in this GMP stipulates a substantial completion date of April 22, 2025, and is based on approval by February 14, 2024. Therefore, we respectfully request approval by this date.

We are excited to have reached this milestone in the project and look forward to the start of construction. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Granger Construction Company



Margie Ramsey,
Regional Director of Ohio



HEADQUARTERS
6267 Aurelius Rd
Lansing, MI 48911

517.393.1670 P
517.393.1382 F

WEST MICHIGAN
940 Monroe Ave NW, Ste 142
Grand Rapids, MI 49503

616.454.2900 P
616.454.8700 F

SOUTHEAST MICHIGAN
39476 13 Mile Rd, Ste 100
Novi, MI 48377

248.724.2950 P
248.489.5753 F

OHIO
400 Lazelle Rd, Ste 18A
Columbus, OH 43240

614.705.2280 P



Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 31st day of January in the year 2024 (the "Agreement")
January 31, 2024

for the following PROJECT:
(Name and location or address)

Auglaize County Jail Expansion Project
209 South Blackhoof Street, Room 201
Wapakoneta, OH 45895

THE OWNER:
(Name, legal status and address)

Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, OH 45895

THE DESIGN-BUILDER:
(Name, legal status and address)

Granger Construction Company, Inc.
400 Lazelle Rd., Suite 18A
Columbus, OH 43240

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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User Notes:

Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

Intentionally deleted.

(Table deleted)

(Paragraphs deleted)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

Intentionally deleted.

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(Paragraph deleted)

GMP fee is Two Hundred Thirty-Eight Thousand Seven Hundred One Dollars (\$238,701). A 5% Design Builder Fee shall apply to any increases to the GMP.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Six Million One Hundred One Thousand One Hundred Ninety-Three Dollars (\$ 6,101,193), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

Refer to Exhibit B – GMP Estimate

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

No proposed alternates are included in this GMP total. Selection of any proposed alternates shall be made within (14) calendar days of the GMP execution date.

Refer to Exhibit C - Alternates

§ A.1.4.3.4 Unit Prices, if any:

N/A

(Table deleted)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

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Refer to Exhibit G – Assumptions & Clarifications

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 10th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 10th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

Intentionally deleted.

(Paragraphs deleted)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

Intentionally deleted.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense

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that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than April 22, 2025 (448) days from the date of this Amendment, or as follows:

Refer to Exhibit D – Milestone Schedule

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(Table deleted)

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Paragraphs deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

(Table deleted)

Refer to Exhibit E – Drawings & Specifications

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Refer to Exhibit E – Drawings & Specifications

(Table deleted)

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Refer to Exhibit E – Drawings & Specifications

(Table deleted)

§ A.3.1.4 The Sustainability Plan, if any:

(Paragraphs deleted)

Not applicable.

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Refer to Exhibit F - Allowances

.2 Contingencies

Refer to Exhibit B – GMP Estimate. Any Design Builder’s Contingency remaining at completion shall return to the Owner.

§ A.3.1.6 Design-Builder’s assumptions and clarifications:

Refer to Exhibit G – Assumptions & Clarifications

§ A.3.1.7 Deviations from the Owner’s Criteria as adjusted by a Modification:

N/A

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

N/A

ARTICLE A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder’s key personnel are identified below:

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(Paragraphs deleted)

Refer to Exhibit B – Staffing & General Conditions

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

Levin Porter Architects – Architect of Record
3011 Newmark Dr
Miamisburg, OH 45342

Heapy Engineering – Engineer of Record
1400 W. Dorothy Lane
Dayton, OH 45409

Pauly Jail Building Company – Design-Build Detention & Security Electronics Contractor
17415 Bataan Court
Noblesville, IN 46062

Refer to Exhibit B – Detailed GMP Estimate for balance of proposed subcontractors

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

Refer to Exhibit B – Staffing & General Conditions

(Table deleted)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of

surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.


§ A.5.5 Accounting Records

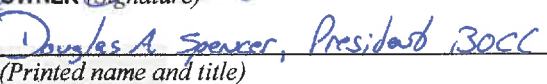
The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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



OWNER (Signature)

Douglas A. Spencer, President, BOCC
(Printed name and title)

DESIGN-BUILDER (Signature)
Dennis Carignan, President

(Printed name and title)



WELLWORKS FOR YOU
WORKSITE WELLNESS PROGRAM AGREEMENT
BETWEEN
Joint Township District Memorial Hospital AND Auglaize County

This agreement (the "Agreement") is made and entered into as of February 7, 2024 (the "Effective Date"), by and between Joint Township District Memorial Hospital ("JTDMH"), and the company noted above ("Company").

The parties agree as follows:

1. Introduction

JTDMH provides a *Wellness Education* program designed for the workplace called *Wellworks For You*. The Company would like to retain JTDMH to provide the services described herein (the "*Wellworks For You Services*") to its employees (*and spouses, optional*). JTDMH is willing to provide the *Wellworks For You Services* on the terms and conditions of this Agreement.

2. *Wellworks For You Services*

- A. Consultation and assistance to the Company in the design and implementation of a workplace wellness program, to include the following benchmarks, as designed by the Wellness Council of America:
- 1) Capturing senior level support
 - 2) Creating a wellness team and/or leader
 - 3) Collecting data to drive a results-oriented wellness initiative
 - 4) Crafting an annual operating plan
 - 5) Creating a supportive health promoting environment
 - 6) Choosing appropriate interventions
 - 7) Carefully evaluating program outcomes
- B. Performance of annual on-site health screenings, which will include the provision of Health Risk Assessments ("HRAs"), biometrics and/or lab screening tests (a "Screening" or collectively, "Screenings"), as described in the attached Addendum A. Each participant will receive an individualized report of the participant's Screening results through the web portal, which the participant may print or save as a pdf file. The Company will receive summary reports that compile the results from all Screenings (minimum of 30 participants required to produce these



summary reports). These summary reports will include aggregate data only and will not disclose any individual employee health risks. The findings will be presented to the Company, along with recommendations for *Wellness Education* activities and interventions appropriate for your workplace and employee population.

- C. Regular on-site visits from a *Wellness Education* Coordinator to provide continuing support to the Company's wellness leader and/or team in the development of interventions, wellness challenges, incentives, workplace policies, etc. The *Wellness Education* Coordinator will also assist in the development of tools to collect data on employee interests, participation, satisfaction and outcome of the Company's wellness initiatives and activities.

3. Responsibilities of Company Client:

- A. The Company shall provide adequate space and facilities as may be required for the planning and implementation of program development meetings, group education sessions, Screenings and individual consultations.
- B. The Company will work with JTDMH to schedule an appropriate date and time for the Screenings. The Company shall, no later than fourteen (14) days prior to the scheduled Screenings, provide JTDMH with a written estimate of the number of individuals expected to participate to assure proper staffing levels. A minimum of 10 participants is required in order to provide an on-site screening. Cancellations of on-site screenings must be received a minimum of 10 days in advance to avoid a cancellation fee.
- C. The Company shall pay for the *Wellworks For You Services*, as set forth in Section 4 below.
- D. The Company shall cooperate fully with JTDMH in implementing and fulfilling its obligations under this Agreement, including but not limited to, notifying employees of the *Wellworks For You Services* offered by JTDMH and providing necessary internal and external publications and communications appropriate for the promotion of the *Wellworks For You Services*. JTDMH will provide sample materials, posters and flyers to assist in these efforts. The Company shall seek and obtain written approval from JTDMH before distributing any written communication materials that identify JTDMH by name, logo or other mark.
- E. The Company shall provide JTDMH with a secure electronic eligibility file if requested of all covered employees (and spouses, if applicable), along with such information as is necessary to enable JTDMH to verify the identity of employees (and spouses, if applicable) eligible to receive the *Wellworks For You Services*.
- F. It is the sole responsibility of the Company to ensure that its wellness program is in compliance with applicable federal, state and local laws and regulations including, but not limited to, ERISA, HIPAA, ADA, GINA, and the IRC.
- G. The Company shall have sole responsibility for deciding any claims and appeals that arise under its wellness program. JTDMH does not and will not process, decide or otherwise take action with respect to any claims or appeals arising from the Company's wellness program.



H. The Company acknowledges that JTDMH is not obligated to and shall not (i) serve in the capacity of a fiduciary under ERISA; or (ii) exercise any discretionary authority with respect to the design, implementation or administration of the Company's wellness program.

4. **Service Fees:**

The Company shall pay JTDMH the following fees for the *Wellworks For You* Services:

- x \$65 (Premium - Wellworks For You) per registered participant per Screening performed by JTDMH

Payment shall be due within thirty (30) days of the date of the invoice.

The initial contract rate is guaranteed for one year. JTDMH will give the Company at least fort five (45) days advance notice of any change in rates thereafter, which will be mutually agreed upon in writing by both parties.

5. **Miscellaneous:**

- A. Each party shall be solely responsible for its own acts and omissions and those of its directors, officers, employees, and agents in performance of services pursuant to this Agreement.
- B. No assignment of the Agreement or delegation of any duty or obligation of performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party. Notwithstanding the foregoing, JTDMH may engage subcontractors to perform certain of the *Wellworks For You* Services but, absent Company's written consent otherwise, shall remain responsible for such services under the Agreement.
- C. The Agreement may only be amended by a writing executed by both parties.
- D. The initial term of the Agreement shall be for 12 months beginning on the Effective Date. Thereafter, the Agreement shall automatically renew on the one-year anniversary of the Effective Date, and each one-year anniversary thereafter unless either party notifies the other in writing of its intent not to renew at least 30 days prior to the end of the term then in progress, in which case the Agreement shall terminate at the end of the term then in progress.
- E. Either party may terminate the Agreement for any reason by providing 90 days prior written notice to the other party.
- F. The Agreement (including all attachments hereto) contains the entire agreement of the parties and there are no other promises or conditions applicable hereto with respect to its subject matter whether oral or written. The Agreement supersedes any prior written or oral agreements or understanding between the parties with respect to the subject matter hereof. JTDMH's only



obligations in connection with this Agreement shall be as expressly set forth herein and JTDMH makes no other representations or warranties, express or implied.

- G. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- H. To the extent not preempted by federal law, the laws of the State of Ohio shall govern the construction and administration of the Agreement.
- I. Any legal action arising out of or related to the Agreement shall be brought exclusively in the Auglaize County Court of Common Pleas or the federal district court with territorial jurisdiction of Auglaize County, Ohio.
- J. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- K. The Agreement is not intended to create, nor shall it be deemed or construed to create, an exclusive relationship between the parties. Further, the relationship between the parties shall be that of independent contractors.
- L. Neither party shall be liable for failure to perform any duty or obligation that such party may have under the Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of such party that renders performance impossible or impracticable, including but not limited to, acts of God, terrorist acts, fire, strike, inevitable accident, war, or any other like event (collectively, "Force Majeure Event"), but only to the extent prevented by the Force Majeure Event.
- M. JTDMH and its subcontractor(s), if any, and their respective officers, directors, employees, agents or affiliates shall not be liable to the Company for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise.
- N. All notices required or provided pursuant to the Agreement (including, but not limited to invoices), shall be sent by first-class U.S. mail, email, fax, or national courier service to the following individuals and addresses for the respective parties:




If to JTDMH, addressed to: Wellness Education Coordinator, 200 St. Clair Avenue, St. Marys, Ohio, 45885.

If to Company, addressed to: Auglaize County, 209 S. Blackhoof Street, Room 201 Wapakoneta, OH 45895

JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL

Approved by: Jenna Fonseca on 2 / 7 /2024
Jenna Fonseca, RN

Auglaize County

Approved by:  on 2/13/24
Signature
Douglas A. Spencer
Printed name
President
Title

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS) AND PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO (PCSAO) TO IMPLEMENT THE OHIO SOBRIETY, TREATMENT AND REDUCING TRAUMA (START) PROGRAM; AND RATIFYING THE EXECUTION OF THE MOU.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has submitted a Memorandum of Understanding which is between Auglaize County Department of Job & Family Services (ACDJFS), 12 N. Wood St., Wapakoneta, OH 45895 and the Public Children Services Association of Ohio (PCSAO), for the purpose to implement the Ohio Sobriety, Treatment and Reducing Trauma program (START) in Auglaize County, which is an intervention program that provides specialized victim services to children who have suffered victimization due to parental drug use; and

WHEREAS, subject to terms and conditions set forth in this memorandum of understanding ACDJFS agrees to purchase for and provider agrees to furnish to ACDJFS those specific services detailed in this agreement with Public Children Services Association of Ohio, the provider (hereinafter referred to as PCSAO), whose address is 37 W. Broad Street, Suite 110, Columbus, OH 43215; and,

WHEREAS, this MOU shall be for the period commencing on July 1, 2023 and terminating June 30, 2025.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the MOU for the Auglaize County DJFS with Public Children Services Association of Ohio to implement the START program; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said Memorandum of Understanding (MOU).

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

Adopted this 13th day
of February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc/ Auglaize County Department
of Job & Family Services

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th of February, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments from the DD Board, Todd Busse, Director of Business & Finance as follows:

DD Donations Fund:

Amount:	From:	To:
\$5,000.00	502.1502.530300 (Supplies)	502.1502.530600 (Contract Services)
\$4,500.00	502.1502.530400 (Equipment)	502.1502.530600 (Contract Services)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned 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
13th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
DD Board

IN THE MATTER OF ACCEPTING AND AUTHORIZING THE PHASE 4 CONSTRUCTION ALTERATIONS DOCUMENT FROM HENNINGSON, DURHAM & RICHARDSON, P.C. (HDR) FOR THE AUGLAIZE COUNTY CORRECTIONAL CENTER RENOVATION AND EXPANSION PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #21-261 Henningson, Durham & Richardson (HDR) was selected to perform the Jail Needs Assessment & Facility Master Plan for the Law Enforcement Center; and,

WHEREAS, the Jail Needs Assessment & Facility Master Plan has been completed and Henningson, Durham & Richardson (HDR) was selected for (Phase I and Phase II) for the Jail Expansion Owner's Representative Services; and,

WHEREAS, at the recommendation of the Ohio Bureau of Detention, HDR has submitted to the Auglaize County Board of Commissioners and Sheriff Michael Vorhees the Ohio Bureau of Adult Detention Phase 4 Construction Alterations for the Auglaize County Correctional Center Renovation and Expansion Project; and,

WHEREAS, Sheriff Vorhees has approved the Phase 4 Construction Alterations Document.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby accept and approve the Phase 4 Construction Alterations Documents for the Auglaize County Correctional Center Renovation and Expansion Project; and,

BE IT FURTHER RESOLVED that the Board ratifies the signature of the President of the Board, Douglas A. Spencer, for said Submittal.

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

Adopted this
13th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: HDR
Sheriff