

IN THE MATTER OF APPROVING AND AUTHORIZING THE MAINTENANCE AGREEMENT WITH OTIS ELEVATOR COMPANY FOR THE ELEVATOR IN THE COURTHOUSE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of June, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, a maintenance agreement from Otis Elevator Company has been presented to the Board of County Commissioners which would furnish a full preventive maintenance services intended to protect the Courthouse elevator investment, extend equipment life and provide a high level of performance and reliability; and,

WHEREAS, this agreement would cover the one (1) Thyssen elevator installed in the Courthouse; and,

WHEREAS, after reviewing the agreement, as presented, the Board of County Commissioners determined that it will approve the maintenance agreement for full and total service on the one Courthouse elevator for a period of five (5) years effective starting June 15, 2018 and expires February 14, 2025. If this Agreement is terminated prematurely for any reason, other than our own default, the County agrees to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize that the County enter into the agreement for maintenance on the Courthouse's elevator, as mentioned above, as submitted by Otis Elevator Company; and,

BE IT FURTHER RESOLVED that the Board recognizes that the cost for this maintenance agreement will be \$212.00 per month, payable annually which is \$2,544.00 and directs the Clerk of the Board to proceed with the payment at the proper time; and,

BE IT STILL FURTHER RESOLVED that said agreement be hereto attached and thus become a part of this Resolution.

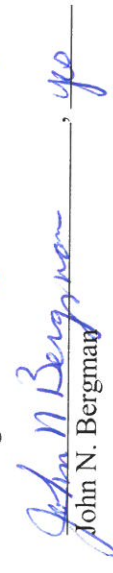
Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
19th day of
June, 2018

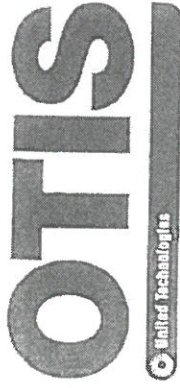
BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer

 yes
Don Regula

 yes
John N. Bergman

cc: Otis Elevator Company
Maintenance Supervisor – Rick Bice
Clerk of the Board



DATE: 12/07/2017 6/6/2018

TO:
Auglaize County
201 S Willipie St
Wapakoneta, OH 45895

FROM:
Otis Elevator Company
539 South Main St
Findlay, OH 45840

JB 6-19-18
DKS 6-19-18

EQUIPMENT LOCATION:

Auglaize Co Courthouse
201 S Willipie St
Wapakoneta, OH 45895

Robert Ducat
Phone: (419) 867-7758
Fax: (419) 867-7650

PROPOSAL NUMBER: AKA683

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	THYSSEN	1	F92823

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMSSM scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

**PERFORMANCE
MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

OTIS MAINTENANCE

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

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OTIS MAINTENANCE

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

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OTIS MAINTENANCE

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative, (c) by emergency personnel, (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

OTIS MAINTENANCE

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. ~~In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment.~~ ^{EXP} ~~We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.~~ ^{7/15 6-19-18}

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

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OTIS MAINTENANCE

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment. Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

6-15-2018

9-13-18 6-14-18
7-15-18 6-11-18

TERM of this contract commences ~~1-1-2018~~ and expires ~~9-30-2021~~ This is in conjunction with Contract CVB05010 currently at Auglaize County Administration.

2-14-2025

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two hundred twelve dollars (\$ 212.00) per month, payable Annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

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OTIS MAINTENANCE

Twenty-one dollars and twenty cents (\$ 21.20) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 10/01/2017 which was 210.300.

B. Labor

One hundred ninety dollars and eighty cents (\$ 190.80) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2017 which was 85.460. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

JNB 6-19-18
DAS 6-19-18 ✓

TERM

The Commencement Date will be 6/18/2018
~~04/01/2018~~

Term details found under the Special Provisions section of this contract.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

Electronic Funds Transfer Payments (ACH/EFT)

Transmission Format

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below).
Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.

Minimum Payment Information

The following information is required with each transmission:

- Payment Amount
- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (minimum 10 characters, maximum 12 characters in exact Otis format).

OTIS MAINTENANCE

- Example NK05678 101 or NK038062001.
- Payment Date

Depository Information

Depository Institution: JP Morgan Chase
Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339
Account Name: Otis Elevator Company
Account Number: 55-20622
Bank routing Number: 071000013
If a wire transfer use this routing number: 021000021

Remittance Information

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Robert Ducat
Title: Territory Manager
E-mail: robert.ducat@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: June 19, 2018
Signed: *Douglas A. Spencer*
Print Name: Douglas A. Spencer
Title: President
E-mail: spencer@auglaizecounty.org

Otis Elevator Company

Approved by Authorized Representative

Date: 6/19/2018
Signed: *[Signature]*
Print Name: Timothy Collins
Title: General Manager

IN THE MATTER OF ACCEPTING THE QUOTE FROM ALLIED ENVIRONMENTAL SERVICES, INC. TO PERFORM THE ASBESTOS SURVEY FOR THE 1001 FAIRVIEW PROPERTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of June, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Allied Environmental Services, Inc. has submitted a quote of \$970.00 to provide the labor, equipment and materials to accomplish an asbestos survey for the following property located at 1001 Fairview. Survey will be conducted and a written report provided (including demolition recommendations) in accordance with all applicable Health Department, EPA and OSHA regulations.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the quote from Allied Environmental Services, Inc. for \$970.00 for the asbestos survey for the above mentioned location; and,

BE IT FURTHER RESOLVED that said Board does authorize Clerk Esther Leffel, to proceed with the scheduling of the asbestos survey.

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

Adopted this
19th day of
June, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: Allied Environmental Services, Inc.



June 8, 2018
Proposal No. 18370

Ms. Esther Leffel
Auglaize County Commissioners
209 South Blackhoof Street, #201
Wapakoneta, Ohio 45895

RECEIVED
JUN 11 2018
Board of County Commissioners
Auglaize County, Ohio

RE: Asbestos Inspection
Vacant Residential Property
1001 Fairview Drive
Wapakoneta, Ohio

Dear Ms. Leffel,

Allied Environmental Services, Inc. is pleased to submit this cost proposal for completing an EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos inspection of the vacant residential structure located at 1001 Fairview Drive in Wapakoneta, Ohio. This proposal is based on the following information:

- Site visit by Mr. Steve Carr of Allied on June 8, 2018.

SCOPE OF WORK

It is Allied's understanding of this project that, at a minimum, a NESHAP asbestos inspection is required for the vacant residential property located on the Auglaize County Fairgrounds at 1001 Fairview Drive in Wapakoneta, Ohio. The scope of work to be performed at the subject site has been divided into the following tasks.

Task 1 – Asbestos Inspection and Sampling

As promulgated in 40 CFR Part 61 Subpart M, of the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP), any commercial facility or "project" facility must be thoroughly inspected for the presence of asbestos-containing materials (ACM) prior to renovation or demolition activities. The NESHAP regulations state that any material containing greater than 1% asbestos by volume is to be considered an asbestos-containing material. Asbestos-containing materials are required to be removed from the structure prior to renovation or demolition activities if the material is considered friable, or can become friable due to forces acted upon it during demolition/renovation activities.

It is Allied’s understanding of this project that all accessible areas of the approximately 1,300 square foot residential property are to be included in the inspection. It is also our understanding that the inspection will not include gaskets and underground utilities.

To complete this Scope of Work, Allied will provide one (1) Ohio Environmental Protection Agency-Certified Asbestos Hazard Evaluation Specialist (inspector) to determine homogeneity among the various building materials, determine materials suspect to contain asbestos, and collect an appropriate number of bulk samples of each suspect material per AHERA and NESHAP regulatory guidelines. Samples will be collected utilizing an approved random sampling scheme and protocol. Samples will be submitted to Allied’s contracted laboratory for analysis of asbestos content via Polarized Light Microscopy (PLM) in accordance with the EPA’s Interim Method for the Determination of Asbestos in Bulk Insulation Samples. Building materials that are clearly not asbestos-containing, such as fiberglass, foam rubber, wood, etc., will not be sampled. During the course of the inspection, Allied’s inspector will also record brief notes on the current condition of the suspect asbestos materials.

Allied will prepare a final report documenting the findings of the inspection. The report will include a description of materials sampled, sample locations, approximate quantifications of suspect materials, analytical results and recommendations for abatement activities, if any.

Task 2 – Asbestos Sample Analysis

All bulk samples of suspect asbestos materials collected during the course of this project will be analyzed by an accredited asbestos laboratory. Samples of suspect ACM will be analyzed by Polarized Light Microscopy (PLM) in accordance with the EPA’s Interim Method for the Determination of Asbestos in Bulk Insulation Samples. An analytical report will be generated for each sample collected and will include information such as sample location, type, material identification and other pertinent data. Allied estimates that approximately 30 total bulk samples will be collected during the inspections. Laboratory analytical reports and associated chain-of-custody forms will be included in our final report.

COST

The following is Allied’s estimated cost to implement the Scope of Work for this project.

Task 1 – Asbestos Inspection.....	\$625.00
Inspection, Sampling and Report	
Task 2 – Asbestos Sample Laboratory Analysis.....	\$345.00
Estimated 30 samples	
TOTAL ESTIMATED COST:.....	\$970.00

PROJECT ASSUMPTIONS AND CONTINGENCIES

1. Since this building is scheduled for demolition, Allied's inspector will perform a intrusive/destructive investigation of the structure.
2. Allied estimates that one (1) certified asbestos inspector can execute the field tasks in one (1) standard working day during standard business hours. Should this project require work to be completed during weekends, nights or holidays, additional cost will be incurred.
3. Asbestos sample analyses will be completed with normal turnaround time. "Rush" analysis rates will apply for expedited sample analysis.
4. Allied estimates that 30 bulk samples will be collected and analyzed during this project. However, actual field conditions will dictate the number of samples required to complete the inspection per AHERA/NESHAP regulations. Allied reserves the right to collect additional or fewer samples during the course of the project. The Client will be billed for the actual number of samples collected at a unit cost of \$11.50 per sample.
5. Although the costs presented within this proposal are considered an accurate estimate, conditions may change in the field that affect the final cost of the project. The client will first approve, in writing, any changes that result in an increase over 10% of the project estimate.

TERMS AND CONDITIONS

Work will be performed according to Allied's Agreement for Services, which is included with this proposal. Should you wish to engage our services for this project, please sign the agreement and return one copy to our office. Please retain a copy for your records.

SCHEDULE

Allied is prepared to begin work on this project immediately after receipt of the signed agreement or after receipt of another form of authorization, such as a written purchase order issued by the Client.

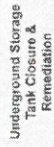
Allied Environmental Services, Inc. appreciates the opportunity to provide the Auglaize County Commissioners with our environmental consulting services and we look forward to working with you on this project. If you have any questions with regard to this proposal or our scope of work, please contact our office at your convenience.

Respectfully submitted,

Allied Environmental Services, Inc.

A handwritten signature in black ink, appearing to read "S.D. Carr", written over a horizontal line.

Steven D. Carr
Chief Executive Officer



TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Allied Environmental Services, Inc. unless specifically exempted in writing by an officer of Allied. To the extent the client proposes terms and conditions different from or in addition to those set forth below, Allied shall not be deemed to have agreed to any such terms and conditions unless it specifically does so in writing by an officer of Allied.

1. Allied represents to the client that services provided by Allied are performed in accordance with standard procedures as applicable and that reported test results are accurate within generally accepted commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by Allied and the client.
2. Allied reports apply only to specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. Test borings and test samples only depict conditions at specific locations and times at which they were made and do not necessarily represent conditions at other locations. Allied is responsible for the test data, interpretation, and recommendations presented in the reports(s), but will not be responsible for any interpretations, conclusions, or recommendations made by others based upon their own deductions, inferences, or generalizations of test data or boring logs.
3. The only warranty made by Allied in connection with its services performed hereunder is that it will use the degree of care and skill as set liability for incidental or consequential damages of any nature whatsoever.
4. Allied's liability arising out of performance of services to client will be limited to no more than the contract amount Allied has agreed to charge the client for these services, except to the extent such liability arises out of the negligence or willful conduct of Allied, or its agents, employees, or contractors.
5. To the extent permitted by law, test reports issued by Allied remain the confidential property of Allied. Test reports issued by Allied and related data and documents of Allied are for the exclusive use of the client. The client shall not advertise, publish, or otherwise communicate in any manner, the name, the seal or servicemark, reports, test results, documentation, or procedures of Allied, in whole or part, without prior written approval of an officer of Allied. In the event Allied seeks injunctive relief, the client will not contest that Allied will suffer immediate and irreparable harm if such relief is not granted.
6. Payment for the services rendered is the obligation of the client issuing the purchase order or accepting the proposal. This obligation is not contingent on any specific results from Allied's services and may not be assigned without the written permission of Allied.
7. Terms of Allied invoices shall be net 10 days on receipt of invoice. Allied shall have the right to charge interest on all amounts not paid by the due date at the rate of 2 1/2% interest per month, compounded monthly, from the due date of payment.
8. The client must notify Allied in writing if any Allied services is to be used as supporting evidence in a potential legal proceeding. Prices quoted or charged by Allied do not include charges for any court appearance, expert witness testimony, depositions or affidavit, or preparation thereof. Such charges will be assessed by Allied at prevailing hourly rates, plus expenses. All such charges must be prepaid by the client prior to such appearance, testimony, deposition, or affidavit and, where required by law, advance court approval of charges must be obtained by the client at the client's expense.
9. In the event that Allied, as a result of an order or subpoena issued by a court, is called upon to produce or testify in respect to a report, Allied will advise the client of the fact and the time and place of the scheduled hearing, if reasonable advance notice is given to Allied. If the client has any objections to Allied complying with such order or subpoena, it will be the client's obligation to present such objections to the court at or prior to the time specified in such order or subpoena, and to give timely notice to Allied of the results.
10. Allied's liability for damage to or loss or destruction of the client's property while it is in the possession of Allied will be limited to no more than the amount Allied has agreed to charge the client for the services in connection with which Allied has possession of the property, except to the extent such damage, loss or destruction is caused by the negligence or willful conduct of Allied, or its agents, employees, or contractors.
11. Prices quoted by Allied are subject to change if not accepted by the client within ninety (90) days, or if the work involved is not commenced within sixty (60) days of such acceptance through no fault of Allied.
12. Any order or agreement for services by Allied may be terminated by the client before completion thereof with Allied's written consent, in which event the client shall pay to Allied an amount to be determined by Allied as being sufficient to reimburse Allied for all direct or indirect costs and expenses, including (but not limited to) supplies, material, labor and overhead, incurred with respect to the order or agreement through the date of termination.
13. All contracts between Allied and the client shall be deemed to be made and governed by the laws of the State of Ohio unless otherwise agreed to in writing by Allied and the client.

IN THE MATTER OF FINDING FOR THE IMPROVEMENT OF THE PAUL JOINT DITCH PROJECT; PETITIONED BY NED DICKE AND OTHERS; SETTING DATE TO RECEIVE ENGINEER'S REPORT ON SAID PROJECT.

The Joint Board of Auglaize and Shelby County Commissioners met in regular session on the 19th day of June, 2018 with the following members present:

Auglaize County:	Shelby County:
Douglas A. Spencer <u>present</u>	Anthony J. Bornhorst <u>present</u>
Don Regula <u>present</u>	Julie L. Ehemann <u>absent</u>
John N. Bergman <u>present</u>	Robert A. Guillozet <u>present</u>

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, June 19, 2018 was the day fixed by the Joint Board of Auglaize and Shelby County Commissioners by Resolution #18-156, dated April 17, 2018, for the first hearing of the petition in the matter of the Paul Joint County Ditch improvement, the Board met in the Assembly Room in the Auglaize County Administration Building, and conducted the hearing by causing the petition to be publicly read by Drainage Technician TJ Place to those present; and,

WHEREAS, the Board finds that due and legal notice has been given in the manner and for the length of time required by law, to all owners of land affected by said improvement; and,

WHEREAS, the Joint Board has made an actual view of the proposed improvement on May 15, 2018, and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

WHEREAS, the cost of the proposed improvement is less than the benefits derived.

THEREFORE, BE IT RESOLVED that the Joint Board of Auglaize and Shelby County Commissioners, does hereby direct the Auglaize County Engineer to proceed with the necessary survey for the proposed improvement, plans for the structures, maps showing the location of the land proposed to be assessed, and profiles showing the cuttings and gradient of the improvement, and make an estimate of the cost of the construction of the improvement; which shall include actual construction cost, the cost of engineering, and the cost of notices, publication and other incidental expenses; and set proper construction stakes, and perform such other duties as required by Section 6131.14 of the Ohio Revised Code; and,

BE IT FURTHER RESOLVED that the Joint Board does set September 11, 2018 at 11:00 a.m. as the date and time for the filing in the office of the Auglaize County Commissioners of the above mentioned County Engineer's Report.

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

Adopted this 19th day of June, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

BOARD OF COUNTY COMMISSIONERS
SHELBY COUNTY

Anthony J. Bornhorst yes
Anthony J. Bornhorst

Julie L. Ehemann absent
Julie L. Ehemann

Robert A. Guillozet yes
Robert A. Guillozet

cc: County Engineer
Shelby County Commissioners