

IN THE MATTER OF AUTHORIZING PROJECT WORK ORDER NO. 1 TO THE MASTER SERVICE AGREEMENT WITH BUTLER, FAIRMAN AND SEUFERT, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE TAXILANE DESIGN PROJECT; AUTHORIZING THE LOCAL MATCH FOR PROJECT WORK ORDER NO. 1.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th day of March, 2025.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, on February 27, 2025, in Resolution #25-122, the Board of County Commissioners approved and executed a Master Service Agreement with Butler, Fairman and Seufert, Inc. for professional services at the Neil Armstrong Airport for calendar year 2025 through 2030; and,

WHEREAS, Butler, Fairman and Seufert, Inc. have, at this time, presented to the Board of County Commissioners the Project Work Order No. 1 to the Master Service Agreement for Professional Services on AIP project No.: 3-39-0084-029-2025 and BF&S No. 9801 same as follows:

Project Work Order No. 1: Taxilane Design Project not to exceed \$133,965.00 for Project Administration, Environmental Document, Topographic Survey, Study & Report Phase, Construction Safety & Phasing, Airspace, Plan Set Development, Specifications, Bidding Assistance, Project Close Out and Reimbursable Expenses 17,464.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Project Work Order No. 1 to the Master Service Agreement with Bulter, Fairman and Seufert, Inc. for the Taxilane Design Project and reimbursable expenses; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute Project Work Order No. 1 as presented; and,

BE IT FURTHER RESOLVED that the Board authorizes the Local Match obligations to the FAA Grant for the Neil Armstrong Airport's Taxilane Design Project for AIP Project No. 3-39-0084-029-2025, BF&S No. 9801.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Butler, Fairman and Seufert, Inc.
Airport Authority
Airport Manager
FAA

EXHIBIT 1 - PROJECT WORK ORDER NO. 1

This Project Order (**ORDER**) is made part of and governed by the terms and provisions of the Master Agreement, dated as of the 27th day of February 2025 ("**AGREEMENT**"), by and between

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

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

Project Number: 9801

Short Title: Taxilane - Design

Scope of Services/Fee: **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on 3.25.2025, 2025.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.



Signature
Paul A. Shaffer, P.E.
Executive Vice President

OWNER:
BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO

By: 

Date: 3/25/2025

Date: 3/17/2025

ATTEST: 

Date: 3/25/2025

PROJECT WORK ORDER NO. 1 APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

Taxilane Design – Project consists of design, contract documents, permitting, and bid package for the construction of a new taxilane including grading, drainage, pavement, and markings to provide access to a future aircraft hangar south of the southmost east-west existing T-Hangar per the revised ALP Terminal Development Plan. See Exhibit 1 attached. The taxilanes will provide access to one future T-hangar.

B. SCOPE OF WORK

1. Project Administration.

- 1.1 Prepare up to 2 FAA grant applications, 1 for the design and 1 for the construction phase of the project.
- 1.2 Prepare up to 12 FAA partial pay requests.
- 1.3 Prepare 1 closeout document and report of final findings.
- 1.4 Report project status in up to 12 monthly Airport Authority meetings.

2. Environmental Document

Prepare 1 Categorical Exclusion (CATEX) document for submittal to the FAA. If additional study is required, it shall be treated as an additional service.

3. Survey Phase.

- 3.1 Provide a topographic survey per FAA AC 150-5300-18B based on Airport and FAA datum's for the design services including the establishment of horizontal and vertical controls that may be used for future design and construction efforts.
- 3.2 Locate and survey all visible utilities and drainage features and any facilities that are identified after submitting a locate ticket to Ohio 811 and contracted private utility locates. In the event that a drainage structure is encountered a reasonable effort shall be made to establish flow direction and drainage feature to the next apparent drainage structure/feature.

4. Airport Design

4.1 Study and Report Phase

- a. Conduct a pre-design meeting to consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project and review available data.
- b. Advise the **OWNER** as to the necessity of the **OWNER's** providing or obtaining from others data or services, and assist the **OWNER** in obtaining such data and services.
- c. Prepare an Engineer's Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the consideration involved and the alternative solutions available to the **OWNER** and setting forth the **ENGINEER's** findings and recommendations. This Report will be accompanied by the **ENGINEER's** opinion of probable construction cost, engineering costs, and construction contingencies.
- d. Identify the critical aircraft for which the project design will be based.
- e. Develop design parameters based on the findings of critical aircraft research and review with the **OWNER**.
- f. Layout airport geometry per Advisory Circular 150/5300-13 "Airport Design".
- g. Design pavement section per Advisory Circular 150/5320-6 "Airport Pavement Design and Evaluation".
- i. Design drainage system per Advisory Circular 150/5320-5 "Surface Drainage Design" and local drainage requirements. In the event of conflicting drainage design standards the more restrictive of the standards will control. Drainage features will take into consideration Advisory Circular 150/5200-33 "Hazardous Wildlife Attractants on or Near Airports" to minimize wildlife attractants.
- h. Prepare Technical and Special Provisions per Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports" for incorporation into the complete specification book.
- i. Furnish five copies of the Study and Report documents, at 60% complete (Draft Engineer's Report) and again at 90% complete (Final Engineer's Report), and review them in person with the **OWNER**.

4.2 Construction Safety and Phasing

- a. Prepare "Safety and Phasing Plan" in accordance with the Federal Aviation Administration guidelines per Advisory Circular 150/5370-2 "Operational Safety On Airports During Construction".
- b. Consult with the **OWNER** to discover peak operational times and coordinate with **OWNER** to determine the construction phasing that will be the least impact to airport operations.
- c. Review airside and land side traffic for each phase with the **OWNER**.
- d. Coordinate and evaluate all landside traffic in or near all runway approach surfaces.
- e. Review with **OWNER** the construction phasing signage, marking and barricade placement for all construction phases.

4.3 Airspace

- a. Prepare and submit to the Federal Aviation Administration the forms 7460-1, 7460-2 and documentation necessary for an airspace coordination of the construction work.
- b. Coordinate construction activity to determine stock pile locations, staging areas, and haul routes in conjunctions with airfield operations.
- c. Review with the **OWNER** airspace operational restrictions during construction.
- d. Complete and coordinate for FAA acceptance of the constructed project in order to ensure proper publication of facility data.

4.4 Plan Set Development

- a. Provide drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called Drawings).
- b. Provide review drawing sets at "60% Draft", and "90% Final Draft", and "100% Approved For Construction", for **OWNER** feedback.
- c. Review drawings with the **OWNER** and conduct a field visit prior to construction.
- d. Advise the **OWNER** of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to the **OWNER** a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

4.5 Specifications

- a. Prepare complete specification book in conformance with the Federal Aviation Administration Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports".
- b. Advise the **OWNER** of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to the **OWNER** a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

5. Bid Assistance

- a. Prepare for review and approval by the **OWNER**, **OWNER's** legal counsel and other advisors Contract Agreement Forms, General Conditions and Supplementary Conditions and (where appropriate) Bid Forms, Invitations to Bid and Instructions to Bidders and assist in the preparation of other related documents.
- b. Assist the **OWNER** in advertising for and obtaining bids or negotiating proposals for 1 contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents.
- c. Conduct Pre-Bid meeting to familiarize potential bidders with the project and bidding requirements.
- d. Answer contractor's questions by issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- e. Attend bid opening and assist in determining acceptability of bids prior to reading publicly.
- f. Reviews bids and tabulate results for **OWNER** and agency review.
- g. Make a contract award recommendation to the **OWNER**.

6. Project Close Out

- a. Prepare all final FAA financial reports.
- b. Prepare Final Construction Record and Budget Summary.
- c. Prepare Sponsor Certification for Final Acceptance.

C. CHANGES IN WORK

In the event that either the OWNER or the ENGINEER determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the OWNER, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the ENGINEER shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the ENGINEER is authorized in writing by the OWNER to proceed.

D. ADDITIONAL SERVICES

Additional Services would be services required in addition to those specifically described above, or if the OWNER or any other local, state, or federal agency shall direct or cause the ENGINEER to relocate or rework the project, or any part thereof. The OWNER agrees to compensate the ENGINEER for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

E. SPECIFICALLY EXCLUDED ITEMS

Items specifically excluded from the scope of work that if requested by the OWNER shall be considered Additional Services as described in Appendix C, including the following:

1. Construction Administration and continuous resident observation during construction.
2. Materials testing during construction.
3. As-built survey.
4. FAA AGIS submission. The construction of a taxilane is considered a non-safety critical project. A list is provided in the memorandum of non-safety critical projects that must comply with the AGIS requirements of ACs 150/5300-17 and -18.
5. Approach survey and ortho-photogrammetry.
6. Utility coordination or utility design.

PROJECT WORK ORDER NO. 1 APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

PROJECT WORK ORDER NO. 1 APPENDIX “C”

SCHEDULE

All work by the **ENGINEER** under this **PROJECT ORDER** shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

<u>Milestone</u>	<u>Approximate Date</u>
1. Kick Off Meeting	September 2025
2. Topographic Survey Complete	December 1, 2025
3. Construction Safety Phasing	January 1, 2026
4. Airspace	January 1, 2026
5. Plan Set 60% Draft	February 1, 2026
6. Plan Set 90% Final Draft	March 1, 2026
7. Plan Set 100% Approved For Construction	March 15, 2026
8. Specifications/Final Engineers Report	March 15, 2026
9. Advertisment to Bid	March 15, 2026
10. Grant Application	Prior to April 15, 2026

The outside date for completion of the design project is June 1, 2026.

The above schedule is subject to federal agency review and approval, which may require the schedule to be adjusted based on the federal agency’s responsiveness.

PROJECT WORK ORDER NO. 1 APPENDIX “D”

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total lump sum fee not to exceed **\$133,965.00** unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Project Administration	\$24,250
Environmental Document	\$ 2,400
Topographic Survey	\$28,200
Study and Report Phase	\$ 7,360
Construction Safety and Phasing	\$ 4,120
Airspace	\$ 2,465
Plan Set Development	\$49,080
Specifications	\$ 5,100
Bidding Assistance	\$ 6,030
Project Close Out	\$ 4,960

3. Reimbursable Expenses

In addition to payments provided for in Paragraph A; the **OWNER** shall pay the **ENGINEER** the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses mean the actual expenses incurred by the **ENGINEER**, such as expenses for: **ENGINEER's** independent professional associates or consultants approved by the **OWNER** directly in connection with the Project; transportation and subsistence incidental thereto; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Appendix A; and if authorized in advance by the **OWNER**, overtime work requiring higher than regular rates.

Geotechnical Engineering	\$15,000.00
Travel	\$1,764.00
Legal Advertisement to Bid	\$700.00

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX “D-1”
SCHEDULE OF COMPENSATION
BUTLER, FAIRMAN and SEUFERT, INC.
2025 HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rates</u>
E-V Engineer V	\$ 320.00
E-IV Engineer IV	\$ 240.00
E-III Engineer III	\$ 210.00
E-II Engineer II	\$ 165.00
E-I Engineer I	\$ 125.00
FP-V Field Personnel V – (Project Coordinator)	\$ 265.00
FP-IV Field Personnel IV	\$ 210.00
FP-III Field Personnel III	\$ 160.00
FP-II Field Personnel II	\$ 135.00
FP-I Field Personnel I	\$ 105.00
EA-III Engineer’s Assistant III	\$ 205.00
EA-II Engineer’s Assistant II	\$ 185.00
EA-I Engineer’s Assistant I	\$ 120.00
SP-1 Support Personnel I	\$ 85.00
C-II Clerical II	\$ 165.00
C-I Clerical I	\$ 100.00
P-III Planner/Environmental Specialist III	\$ 170.00
P-II Planner/Environmental Specialist II	\$ 130.00
P-I Planner/Environmental Specialist I	\$ 115.00
EI-1 Engineer Intern I	\$ 80.00

The billing rates are effective January 2025 and may be adjusted annually (beginning January 2026) to reflect changes in the compensation payable to the **ENGINEER**.

IN THE MATTER OF AUTHORIZING PROJECT WORK ORDER NO. 2 TO THE MASTER SERVICE AGREEMENT WITH BUTLER, FAIRMAN AND SEUFERT, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE T-HANGAR DESIGN PROJECT; AUTHORIZING THE LOCAL MATCH FOR PROJECT WORK ORDER NO. 2.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th day of March, 2025.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, on February 27, 2025, in Resolution #25-122, the Board of County Commissioners approved and executed a Master Service Agreement with Butler, Fairman and Seufert, Inc. for professional services at the Neil Armstrong Airport for calendar year 2025 through 2030; and,

WHEREAS, Butler, Fairman and Seufert, Inc. have, at this time, presented to the Board of County Commissioners the Project Work Order No. 2 to the Master Service Agreement for Professional Services on the ODOT's Aviation Grant Program 3-39-0084-28-2025 and BF&S No. 9802 same as follows:

Project Work Order No. 2: T-Hangar – Design Services not to exceed \$74,350.00, Project Administration, Construction Safety & Phasing Plan and Airspace, T-Hangar Scoping & Contract Document Phase, Bidding Assistance, Project Close Out and reimbursable expenses \$1,484.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Project Work Order No. 2 to the Master Service Agreement with Butler, Fairman and Seufert, Inc. for the T-Hangar Design Project; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute Project Work Order No. 2 as presented; and,

BE IT FURTHER RESOLVED that the Board authorizes the Local Match obligations to the FAA Grant for the Neil Armstrong Airport's T-Hangar Design Project for AIP Project 3-39-0084-028-2025, BF&S No. 9802.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Butler, Fairman and Seufert, Inc.

 Airport Authority

 Airport Manager

 ODOT

 FAA

EXHIBIT 1 - PROJECT WORK ORDER NO. 2

This Project Order (**ORDER**) is made part of and governed by the terms and provisions of the Master Agreement, dated as of the 27th day of February 2025 ("**AGREEMENT**"), by and between

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

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

Project Number: 9802

Short Title: T-Hangar - Design

Scope of Services/Fee: **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on March 25, 2025.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.


Signature
Paul A. Shaffer, P.E.
Executive Vice President

OWNER:
BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO

By: 

Date: 3/25/2025

Date: March 17, 2025

ATTEST:



Date: 3/25/2025

PROJECT WORK ORDER NO. 2 APPENDIX “A”

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

T-Hangar - Design. The **ENGINEER** will act as the “Design criteria developer” to develop scoping documents referred to as “Design criteria package” to solicit a design-build contractor for one 8-unit T-Hangar building. The objective is to provide conceptual scoping documents to act as the basis of design for the construction of the T-Hangar building. See Exhibit 1 attached for proposed location.

The estimated construction cost for the T-Hangar building is expected to be a budget of about \$1,000,000.

B. SCOPE OF WORK

1. Project Administration

- 1.1 Kick-off Meeting – Conduct a kick-off meeting with stakeholders. Define the requirements set forth by the airport and brief the project team on tasks and assignments. (1 meeting)
- 1.2 Coordination Meetings – Make calls and host teleconferences as needed for the project and participate in face-to-face meetings with stakeholders as requested by the airport.
 - a. Design (60%) Review – 1 Meeting
 - b. Final Design (90%) Review – 1 Meeting
 - c. Final Plans and Specification Review – 1 Meeting
- 1.3 Prepare 1 FAA grant application for the design phase of the project.
- 1.4 Prepare up to 12 FAA partial pay requests.
- 1.5 Prepare 1 closeout document and report of final findings.
- 1.6 Report project status in up to 12 monthly Airport Board meetings.

2. Construction Safety Phasing Plan (CSPP) and Airspace.

- 2.1 Provide a safety and phasing plan for the active airfield pavement in accordance with FAA AC 150/5370-2G, Operational Safety on Airports During Construction. The safety and phasing plan is based on work limits and impacts to airfield operations. The CSPP considers the constructability of the project based on preliminary design quantities and construction materials. Coordinate and submit the CSPP with the FAA.

2.2 Prepare and submit to the Federal Aviation Administration the Forms 7460-1, 7460-2 and documentation necessary for an airspace coordination of the construction work including all coordinates and height restrictions required for submittals (including coordination with contractor on final building selected).

3. T-Hangar Scoping and Contract Document Phase.

3.1 The **ENGINEER** will act as the "Design criteria developer" to prepare for incorporation in the Contract Documents scoping drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s); hereinafter, Scoping Drawings and Performance Specifications are called "Design criteria package". Understood to be part of the project scope are the following general descriptions of services required for the development of no more than one (1) construction contract document consisting of:

- i. T-Hangar Conceptual Plans
 - 1. Conceptual T-Hangar floor plans
 - 2. Conceptual electrical plans
 - 3. Conceptual T-Hangar elevations
- ii. T-Hangar Performance Specifications:
 - 1. List of building attributes and amenities
 - 2. List of anticipated utilities

4. Bid Assistance

4.1 Prepare for review and approval by the **OWNER**, **OWNER's** legal counsel and other advisors Contract Agreement Forms, General Conditions and Supplementary Conditions and (where appropriate) Bid Forms, Invitations to Bid and Instructions to Bidders and assist in the preparation of other related documents.

4.2 Assist the **OWNER** in advertising for and obtaining bids or negotiating proposals for 1 contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents.

4.3 Conduct a Pre-Bid meeting to familiarize potential bidders with the project and bidding requirements.

4.4 Answer contractor's questions by issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

4.5 Attend bid opening and assist in determining acceptability of bids prior to reading publicly.

4.6 Reviews bids and tabulate results for **OWNER** and agency review.

4.7 Make a contract award recommendation to the **OWNER**.

4.8 Prepare Issued for Construction Plans and Specifications

5. Project Close Out

- 5.1** Prepare all final FAA financial reports.
- 5.2** Prepare Final Construction Record and Budget Summary.
- 5.3** Prepare Sponsor Certification for Final Acceptance.

C. CHANGES IN WORK

In the event that either the OWNER or the ENGINEER determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the OWNER, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the ENGINEER shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the ENGINEER is authorized in writing by the OWNER to proceed.

D. ADDITIONAL SERVICES

Additional Services would be services required in addition to those specifically described above, or if the OWNER or any other local, state, or federal agency shall direct or cause the ENGINEER to relocate or rework the project, or any part thereof. The OWNER agrees to compensate the ENGINEER for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

E. SPECIFICALLY EXCLUDED ITEMS

Items specifically excluded from the scope of work that if requested by the OWNER shall be considered Additional Services as described in Appendix C, including the following:

- 1. Construction Administration and continuous resident observation during construction.
- 2. Materials testing during construction.
- 3. As-built survey.
- 4. FAA AGIS submission. The construction of a T-Hangar is considered a non-safety critical project. A list is provided in the memorandum of non-safety critical projects that must comply with the AGIS requirements of ACs 150/5300-17 and -18.
- 5. Utility coordination or utility design.

PROJECT WORK ORDER NO. 2 APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

PROJECT WORK ORDER NO. 2 APPENDIX “C”

SCHEDULE

All work by the **ENGINEER** under this **PROJECT ORDER** shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

Milestone	Approximate Date
1. Kick Off Meeting	September 2025
2. Construction Safety Phasing	January 1, 2026
3. Airspace	January 1, 2026
4. Plan Set 60% Draft	February 1, 2026
5. Plan Set 90% Final Draft	March 1, 2026
6. Plan Set 100% Approved For Construction	March 15, 2026
7. Specifications/Final Engineers Report	March 15, 2026
8. Advertisment to Bid	March 15, 2026
9. Grant Application	Prior to April 15, 2026

The outside date for completion of the design project is June 1, 2026.

The above schedule is subject to federal agency review and approval, which may require the schedule to be adjusted based on the federal agency’s responsiveness.

PROJECT WORK ORDER NO. 2 APPENDIX “D”

COMPENSATION

A. Amount of Payment

- 1. The ENGINEER shall receive as payment for the work performed under Item No. 2 below, the total lump sum fee not to exceed \$74,350.00 unless a modification of the Agreement is approved in writing by the OWNER.
- 2. The ENGINEER will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Project Administration	\$21,520
Construction Safety and Phasing Plan and Airspace	\$ 5,100
T-Hangar Scoping and Contract Document Phase	\$34,360
Bidding Assistance	\$ 7,470
Project Close Out	\$ 5,900

3. Reimbursable Expenses

In addition to payments provided for in Paragraph A; the OWNER shall pay the ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses mean the actual expenses incurred by the ENGINEER, such as expenses for: ENGINEER's independent professional associates or consultants approved by the OWNER directly in connection with the Project; transportation and subsistence incidental thereto; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Appendix A; and if authorized in advance by the OWNER, overtime work requiring higher than regular rates.

Travel	\$784.00
Legal Advertisement to Bid	\$700.00

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX “D-1”
SCHEDULE OF COMPENSATION
BUTLER, FAIRMAN and SEUFERT, INC.
2025 HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rates</u>
E-V Engineer V	\$ 320.00
E-IV Engineer IV	\$ 240.00
E-III Engineer III	\$ 210.00
E-II Engineer II	\$ 165.00
E-I Engineer I	\$ 125.00
FP-V Field Personnel V – (Project Coordinator)	\$ 265.00
FP-IV Field Personnel IV	\$ 210.00
FP-III Field Personnel III	\$ 160.00
FP-II Field Personnel II	\$ 135.00
FP-I Field Personnel I	\$ 105.00
EA-III Engineer's Assistant III	\$ 205.00
EA-II Engineer's Assistant II	\$ 185.00
EA-I Engineer's Assistant I	\$ 120.00
SP-1 Support Personnel I	\$ 85.00
C-II Clerical II	\$ 165.00
C-I Clerical I	\$ 100.00
P-III Planner/Environmental Specialist III	\$ 170.00
P-II Planner/Environmental Specialist II	\$ 130.00
P-I Planner/Environmental Specialist I	\$ 115.00
EI-1 Engineer Intern I	\$ 80.00

The billing rates are effective January 2025 and may be adjusted annually (beginning January 2026) to reflect changes in the compensation payable to the **ENGINEER**.

IN THE MATTER OF AUTHORIZING PROJECT WORK ORDER NO. 3 TO THE MASTER SERVICE AGREEMENT WITH BUTLER, FAIRMAN AND SEUFERT, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE 2025 GENERAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th day of March, 2025.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, on February 27, 2025, in Resolution #25-122, the Board of County Commissioners approved and executed a Master Service Agreement with Butler, Fairman and Seufert, Inc. for professional services at the Neil Armstrong Airport for calendar year 2025 through 2030; and,

WHEREAS, Butler, Fairman and Seufert, Inc. have, at this time, presented to the Board of County Commissioners the Project Work Order No. 3 to the Master Service Agreement for Professional Services for the Project Number #9803 – 2025 General Services.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Project Work Order No. 3 to the Master Service Agreement with Butler, Fairman and Seufert, Inc. for the professional services for the Project Number #9803 - 2025 General Services; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute Project Work Order No. 3 as presented.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: Butler, Fairman and Seufert, Inc.

/ Airport Authority

/ Airport Manager

/ ODOT

/ FAA

EXHIBIT 1 - PROJECT WORK ORDER NO. 3

This Project Order (**ORDER**) is made part of and governed by the terms and provisions of the Master Agreement, dated as of the 27th day of February 2025 ("**AGREEMENT**"), by and between

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

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

Project Number: 9803

Short Title: 2025 General Services

Scope of Services/Fee: **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on March 25, 2025.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.



Signature
Paul A. Shaffer, P.E.
Executive Vice President

OWNER:
BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO

By: 

Date: 3/25/2025

Date: February 27, 2025

ATTEST: 

Date: 3/25/2025

PROJECT WORK ORDER NO. 3 APPENDIX “A”

SCOPE OF SERVICES

A. PROJECT DESCRIPTION

2025 GENERAL SERVICES

The **ENGINEER** agrees to perform for the **OWNER** the following engineering services that may be required, namely:

1. The **ENGINEER** shall provide engineering services as directed by the **OWNER**.
2. Consult with **OWNER** and its agents upon request of the **OWNER**.
3. Consult with any and all governmental agencies reasonably necessary in order to render advice or services requested.
4. Upon request by the **OWNER**, furnish plans and documents necessary for projects in relation to this Contract.

Services provided by **ENGINEER** in conjunction with a Project for which the parties enter into a separate contract shall be governed solely by the terms of that agreement, not this agreement.

PROJECT WORK ORDER NO. 3 APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this **AGREEMENT**.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

PROJECT WORK ORDER NO. 3 APPENDIX "C"

ESTIMATED SCHEDULE OF SERVICES

All work by the **ENGINEER** under this **PROJECT ORDER** shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

PROJECT WORK ORDER NO. 3 APPENDIX “D”

PAYMENT BASIS

A. Amount of Payment

The OWNER agrees to compensate the ENGINEER for General Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX “D-1”. The Hourly Billing Rates include overhead and fixed fee. Hourly Rate Schedule shall be approved on a yearly basis.

In addition to the hourly fees indicated above, the ENGINEER shall be compensated for direct project-related expenses such as job-related travel.

Payment shall be made by the OWNER to the ENGINEER each month as the work progresses. Invoices submitted by the ENGINEER to the OWNER shall clearly identify the project or type of service provided.

APPENDIX “D-1”
SCHEDULE OF COMPENSATION
BUTLER, FAIRMAN and SEUFERT, INC.

2025 HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rates</u>
E-V Engineer V	\$ 320.00
E-IV Engineer IV	\$ 240.00
E-III Engineer III	\$ 210.00
E-II Engineer II	\$ 165.00
E-I Engineer I	\$ 125.00
FP-V Field Personnel V – (Project Coordinator)	\$ 265.00
FP-IV Field Personnel IV	\$ 210.00
FP-III Field Personnel III	\$ 160.00
FP-II Field Personnel II	\$ 135.00
FP-I Field Personnel I	\$ 105.00
EA-III Engineer’s Assistant III	\$ 205.00
EA-II Engineer’s Assistant II	\$ 185.00
EA-I Engineer’s Assistant I	\$ 120.00
SP-1 Support Personnel I	\$ 85.00
C-II Clerical II	\$ 165.00
C-I Clerical I	\$ 100.00
P-III Planner/Environmental Specialist III	\$ 170.00
P-II Planner/Environmental Specialist II	\$ 130.00
P-I Planner/Environmental Specialist I	\$ 115.00
EL-1 Engineer Intern I	\$ 80.00

The billing rates are effective January 2025 and may be adjusted annually (beginning January 2026) to reflect changes in the compensation payable to the **ENGINEER**.

IN THE MATTER OF ACCEPTING THE DIRECT GRANT CONTRACT #25-20 FOR FUNDING THROUGH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION (ODOT), AVIATION DIVISION, SFY2025 PAVEMENT REHABILITATION TERMINAL – PHASE III PROJECT AT THE NEIL ARMSTRONG AIRPORT; AUTHORIZING DOUGLAS A. SPENCER OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ALL DOCUMENTS RELATIVE TO THIS PROJECT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th of March, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on April 18, 2024, in Resolution #24-238, the Board of County Commissioners authorized the application to the State of Ohio, Department of Transportation (ODOT), Aviation Division for funding, through the SFY2025 Ohio Airport Direct Grant Program, Apron Rehabilitation Phase 3 Project (ODOT Project Number (25-20) at the Neil Armstrong Airport; and,

WHEREAS, notification has been received from the ODOT, Aviation Division, that Auglaize County has been awarded the grant contract in the amount of \$500,000.00 through the SFY2025 Ohio Airport Direct Grant Program.

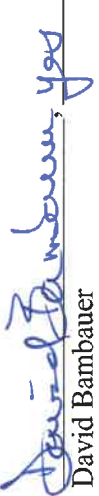
THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby accept the grant contract #25-20 of \$500,000.00 for the Apron Rehabilitation Phase 3 Project at the Neil Armstrong Airport; and,

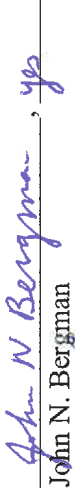
BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the Commissioner Douglas A. Spencer of said Board to execute any and all documents relative to this project.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


David Bambauer

, yes
John N. Bergman

, Yes
Douglas A. Spencer

cc: ~~Airport Authority~~
 ODOT – Office Aviation
 BF&S
 Airport Manager

GRANT CONTRACT

under

The Fiscal Year 2025 Ohio Airport Improvement Program

between

Auglaize County Commissioners

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

25-20

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Improvement Program Contract

ODOT Project No. 25-20

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Auglaize County Commissioners

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is a Publicly Owned/Public Use facility in Ohio, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. 25-20

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Grant Funds: program funds.

Grantee: The Auglaize County Commissioners

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program. Ohio Direct Grant Application for General Aviation Airports

Project: the project funded by the Contract which is identified as ODOT Project No. 25-20

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/aviation/resources/airport-grant-program>

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the project described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: **Pavement Rehabilitation Rehabilitation Terminal - Pase III at the Neil Armstrong Airport**

- 2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of this project.

- 2.2 The Project costs are as follows:

Total Project Cost: \$526,316.00

Total Local Share: \$26,316.00

Total State Share: \$500,000.00

- 2.3 The total cost for the project is \$526,316.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$500,000.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.

- 2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

- 2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and availability of funds.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment per the method described in the application procedure. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- | | |
|-------|---|
| 2.8.1 | Made in conformance with the Application, the Criteria and this Contract; |
| 2.8.2 | Necessary in order to accomplish the project; |
| 2.8.3 | Reasonable in amount for the goods and services purchased; |
| 2.8.4 | Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and |
| 2.8.5 | Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT. |

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the Notice of Project Approval that was sent to the Grantee;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;

- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. A completed copy of the project safety and phasing plan including FAA Form 7460's and/or 7480, if required by project type of work.
- F. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- H. Notification of project completion;
- I. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- J. The final ODOT Request for Payment as per the application procedure, no later than thirty days after completion of the project.

2.11 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.12 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.13 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.14 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.15 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.16 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.17 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE III:
MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT
PERFORMANCE

3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.

3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:

3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, cannot be expected to provide the necessary level of inspection.);

3.2.2 The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;

3.2.3 The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;

3.2.4 The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;

3.2.5 Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;

3.2.6 The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.

3.2.7 When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13 Airport Design, current edition and any other FAA design circulars must be adhered to. In addition for marking layout, refer to AC 150/5340-1 current edition;

3.2.8 When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;

3.2.9 For any project type, a project safety plan shall be submitted per AC 150/5370-2 current edition, Safety on Airports During Construction;

3.2.10 When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16, Automated Weather Observing System (AWOS) current edition for non-federal application;

3.2.11 No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and

3.2.12 All asphalt paving projects shall be completed by October 15 of any year.

ARTICLE IV: GENERAL PROVISIONS

4.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

4.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.

4.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

4.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

- 4.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 4.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 4.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.

4.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.

4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

4.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

4.14 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.

4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

4.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

4.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

4.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter “ODOT”) or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.16.8 Sanctions for Noncompliance: In the event of a Grantee’s noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a contract, in whole or in part.

4.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

4.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Grantee,” which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

4.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.18 ETHICS REQUIREMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

4.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

4.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty (30) days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

4.23. EXECUTION

4.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

4.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.23.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this _____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 18th day of March, 2025.

By: _____

Title: Auglaize County Commissioner

Executed this _____ day of _____, 20_____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Edward A. Pierce, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 18th day of March, 2025.

By: _____

Title: Auglaize County Prosecuting Attorney

IN THE MATTER OF AUTHORIZING AN AGREEMENT FOR SERVICES WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, FOR THE INDEPENDENT FEE ESTIMATES (IFE_s) FOR THE TAXILANE DESIGN PROJECT AT NEIL ARMSTRONG AIRPORT.

 The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has received an agreement for services with Foth Infrastructure & Environment, LLC, to utilize the provided scope of services document and MS Excel spreadsheet to perform Independent Fee Estimates (IFE_s) for the Taxilane Design Project for the Neil Armstrong Airport.

WHEREAS, said services to be a lump sum payment of \$3,500.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and ratifying the signature of the County Administrator to execute to execute said agreement with Roth Infrastructure & Environment, LLC, to provide the (IFE_s) for said Taxilane Design Project for the Neil Armstrong Airport.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Airport Manager
 Airport Authority
 Foth Infrastructure & Environment, LLC



AGREEMENT FOR SERVICES

Project Title (the "Project"): Taxilane - Design FOTH Project Number:

CLIENT Project Number: (If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this 19th day of March, 2025, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and Auglaize County, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Auglaize County Address: 209 S. Blackhoof Street, Rm 201 Phone No: (419) 739-6710 Email Address: epreston@auglaizecounty.org

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services: Foth will utilize the provided scope of services document and MS Excel spreadsheet to perform Independent Fee Estimate (IFE) for the above referenced project.

Schedule: Services shall be performed according to the following schedule: Foth will complete the work within twenty-one (21) calendar days of the execution of this agreement.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows: [X] Lump-Sum in the amount of \$3,500.00 [] Unit Cost/Time Charges (Standard Rates) [] Other as stated here:

Special Conditions (if any):

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement. IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: Erica L. Preston Name (printed): Erica L. Preston Title: County Administrator Date: 3-19-25

CONSULTANT

Signed: Josh Mann Name (printed): Josh Mann Title: Client Development Leader Date: 3/19/25

Signed: Phil Clark Name (printed): Phil Clark Title: Lead Civil Engineer Date: 3/19/25

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of

Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the foregoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or

patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or updates(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable

cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

**IN THE MATTER OF ACCEPTING THE QUOTE FROM NEW KNOXVILLE SUPPLY CO., INC. TO
INSTALL NEW WATER LINE TO THE FORMER GROUP HOME.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of
March, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, New Knoxville Supply Co., Inc. has submitted a quote of \$10,644.00 to install new water line to
the former group home owned by Auglaize County.

THEREFORE BE IT RESOLVED, that by the Board of Commissioners of Auglaize County, Ohio does
hereby approve the quote from New Knoxville Supply Co., Inc. for \$10,644.00 to install the new water
line to the former Group Home owned by Auglaize County; and,

BE IT FURTHER RESOLVED that said Board of Commissioners does hereby authorize President of the
Board to execute said quote and the Maintenance Supervisor to proceed with the scheduling project per
the above mentioned quote.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ✓ New Knoxville Supply Co., Inc.
✓ Maintenance Supervisor

**IN THE MATTER OF AUTHORIZING EXPENSES FOR THE CORONER AND STAFF TO ATTEND THE
OHIO STATE CORONER'S ASSOCIATION EDUCATIONAL CONFERENCE.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Jason A. Stienecker, D.O., Auglaize County Coroner presented a request for permission for himself and his investigator to attend the following conference:

On May 8 – 10, 2025 – Coroner Dr. Stienecker and his investigator will attend the 2025 Ohio State Coroner’s Association Educational Conference in Cleveland, Ohio; and,

WHEREAS, expenses requested to be authorized for payment are:

For May 8, 9, and 10, 2025 – Lodging Expenses and Meal reimbursement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above requested travel expenses and does order bills to be paid upon proper presentation providing all is in accordance with the County Travel Policy.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, YES
David Bambauer

John N. Bergman, YES
John N. Bergman

Douglas A. Spencer, YES
Douglas A. Spencer

cc: Auglaize County Coroner

County Commissioners Office
Auglaize County, Ohio
March 25, 2025

NO. #25-181

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE SUDMAN DITCH
AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID
DITCH PROJECT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of
March, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer Andrew Baumer, Drainage Engineer Sam Philipot and Drainage Technician TJ Place met
with the Board on October 31, 2024:

In 2000, the Sudman Ditch underwent improvements after being petitioned through the Engineer's Office, and has
since been maintained by the Auglaize County Engineer's Office. This 3,320 feet of open ditch that drains a
watershed of 317 acres and in 2000, cost \$15,908.54 for the installation of the drainage tiles. Since the original
construction, the owners within this watershed were systematically, through base assessments, charged a small
percentage of their original assessment to keep this project at 100% of its design capacity. After 25 years of
maintaining the project with the 2000 base amounts, our department has reassessed the outside watershed boundary,
updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have
affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the
owners within this watershed and to reestablish the total cost of the project to revised current prices. After
reevaluating the watershed, the new construction base cost for the project is \$39,001.25. This number represents
what it would cost today to reconstruct the 3,320 feet of open ditch of the Sudman Ditch as done in 2000 for
\$15,908.54. The re-evaluation also has taken into account the many new parcel splits and residences built in the
watershed over the past 25 years. This base will be used to generate future collections to reimburse the maintenance
account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Sudman watershed and we are
asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as
outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the
property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **July
24, 2025 at 1:30 p.m.** in the Assembly Room located at the Administration Building, 209 S. Blackhoof Street,
Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Sudman Ditch maintenance base and update the
watershed map.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Engineer

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

<u>General Fund:</u>		
<u>Amount:</u>	<u>From:</u>	<u>To:</u>
\$23,506.78	001.0402.530600 (Contract Services)	001.0402.530602 (LEC - Contract Services)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: ☒ County Auditor
☒ County Administrator

IN THE MATTER OF SELECTING CTL ENGINEERING INC. AS THE COMPANY FOR PROFESSIONAL SERVICES IN PREPARATION OF ASBESTOS SURVEYS FOR THE OHIO DEPARTMENT OF DEVELOPMENT BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of March, 2025..

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, asbestos quote for surveys has been received by the Board of County Commissioners from a qualified firm to provide the labor, equipment and materials to accomplish an Asbestos Survey for the two properties in connection with the Ohio Department (ODOD) Building Demolition and Site Revitalization Grant Program; and,

WHEREAS, the following quote for \$2,650.00 for asbestos surveys was received from CTL Engineering, Inc.:

ADDRESS	COST
100 Wapak Street, Wapakoneta	\$950.00
601 Logan Street, Wapakoneta	\$1,700.00

WHEREAS, County Administrator Erica Preston reviewed and evaluated the quote as received and upon such, County Administrator Preston gave a verbal recommendation to the Board that CTL Engineering Inc. be selected for services as mentioned as said firm meets the needs for the program.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize CTL Engineering Inc. to perform the Asbestos Survey as mentioned above for the Ohio Department (ODOD) Building Demolition and Site Revitalization Grant Program; and,

BE IT FURTHER RESOLVED that a contract for these services with the Board being authorized to execute said contract after presentation and review.

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

Adopted this
25th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: CTL Engineering Inc.

AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

Auglaize County Board of Commissioners
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name **Wapakoneta 2 Properties ACM**
Proposal No. **25J51J0071COLJPPL**

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: Mr. C. K. Satyapriya
2860 Fisher Road
P.O. Box 44548
Columbus, Ohio - 43204-3538
USA

If to CLIENT,

Auglaize County Board of Commissioners
Attn : Esther Leffel
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

(CTL)



Signature

Chris Rittenhouse, Sr. Project Manager

3/27/25

Date

Auglaize County Board of Commissioners

(CLIENT)



Signature

David Bamber, President

Print Name & Title

3/25/2025

Date

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities contained therein.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

5.4 Payment: Client shall pay CTL within 30 days of receipt of CTL's invoice. If Client objects to said invoice it will provide detailed reasons for such objections within 10 days of receipt thereof. Interest at the statutory rate shall begin accruing 60 days after receipt of such invoice and if an invoice remains unpaid 90 days after receipt CTL shall have the right to immediately suspend services or terminate this Agreement without any liability to Client. CTL may pursue any remedies available by law including but not limited to collection proceedings. If CTL initiates collection proceedings against Client for any delinquent amount, Client agrees to pay CTL's attorney's fees and collection costs.

Further, Client agrees it shall not withhold any payment to CTL unless and to the extent Owner withholds payments to Client because of faulty work of CTL, even if Client erred in estimating the amount of work or duration of hours required to be performed by CTL and its subcontractors.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination., CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.

Date: MARCH 25, 2025

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA SETTING DATE AND
matter of: TIME TO RECEIVE BIDS FOR THE REDWING NATURE PRESERVE WETLANDS
PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 25th day of March, 2025, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Brian Miller, Mr. Rick Muhlenkamp, Mr. David Buschur, Mr. David Bambauer, Mr. Doug Spencer, and Mr. John Bergman.

Mr. Doug Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Grand Lake St. Marys LFA shall follow section 353.03 of the Ohio Revised Code for expenditures exceeding fifty thousand dollars; and

WHEREAS, the Redwing Nature Preserve Wetlands Project is located in St. Marys Township, Auglaize County; the project will convert five acres to wetlands to improve water quality to Grand Lake St. Marys;

NOW, THEREFORE, BE IT RESOLVED, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors hereby sets the deadline for filing bids for the Redwing Nature Preserve Wetlands Project as April 17, 2025 at 11:00 a.m. at the office of the Mercer County Commissioners, 220 W. Livingston St., Rm. A201, Celina, Ohio; and,
- 2) The Board of Directors authorizes the Clerk to make publication twice, with at least seven days between publications, in a newspaper of general circulation in the impacted lake district – The Daily Standard. Notice shall be maintained in a public place for at least two weeks preceding the day of the opening of the bids; and,
- 3) On April 17, 2025 at 11:00 a.m., the Mercer County Commissioners are hereby authorized to open and read aloud the bids received for the Redwing Nature Preserve Wetlands Project; and,
- 4) Mercer County shall send a copy of the bids received for said improvement project to the project manager for review and recommendations.

Mr. David Buschur seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

Adopted this 25th day of March, 2025.

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

	Yes ;
Mr. Brian Miller	
	Yes ;
Mr. Rick Muhlenkamp	
	Yes ;
Mr. David Buschur	

Motion carried.

ATTEST: .


Kim Everman, Clerk
Board of Mercer County Commissioners

	Yes ;
Mr. David Bambauer	
	Yes ;
Mr. John Bergman	
	Yes ;
Mr. Douglas Spencer	

Date: MARCH 25, 2025

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA ENTERING INTO
matter of: A GRANT AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR CLEAN
OHIO CONSERVATION FUNDS FOR THE HARMON PRESERVATION PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 25th day of March, 2025, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Brian Miller, Mr. Rick Muhlenkamp, Mr. David Buschur, Mr. David Bambauer, and Mr. Doug Spencer. Mr. John Bergman was absent.

Mr. Doug Spencer moved the adoption of the following:

RESOLUTION

THE GRAND LAKE ST. MARYS (GLSM) LAKE FACILITIES AUTHORITY ENTERING INTO A GRANT
AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR CLEAN OHIO CONSERVATION
FUNDS FOR THE HARMON PRESERVATION PROJECT

WHEREAS, pursuant to Resolution dated July 23, 2024, the GLSM Lake Facilities Authority (LFA) filed an application to the Ohio Public Works Commission for Clean Ohio Conservation Funds for the Harmon Preservation Project; and

WHEREAS, the project is for the purchase only of the 51.54-acre parcel. The parcel consists of farm field, wooded area, and wooded wetland. A future project, outside this project agreement, will install a constructed wetland on the farm field area and maintain the wooded area and wooded wetland area. The future project will also add a passive walking path and a small parking lot for site access; and

WHEREAS, the Board is in receipt of the Project Grant Agreement (OPWC Project ID: CMSAA) in respect of the Project named Harmon Preservation; subject to the terms and conditions contained in this Agreement, the OPWC agrees to provide financial assistance from the Clean Ohio Green Space Fund at the rate of 74% not to exceed One Million One Hundred Twenty-eight Thousand Five Hundred Dollars (\$1,128,500) for the sole and express purpose of paying or reimbursing the eligible costs...; and

NOW THEREFORE, BE IT RESOLVED, the Grand Lake St. Marys Lake Facilities Authority Board hereby agrees to the terms of the OPWC Project Grant Agreement for the Harmon Preservation Project and authorizes Chairman Brian Miller to execute.

Mr. Rick Muhlenkamp seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Brian C. Miller, yes;
Mr. Brian Miller
Rick Muhlenkamp, yes;
Mr. Rick Muhlenkamp
David Buschur, yes;
Mr. David Buschur

Robert Spencer, yes;
Mr. Douglas Spencer
Absent
Mr. John Bergman
David Bambauer, yes;
Mr. David Bambauer

Motion carried.

Adopted this 25th day of March, 2025.

ATTEST:

Kim Everman
Kim Everman, Administrator/Clerk
Board of Mercer County Commissioners