

**IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE SPENCER DITCH PROJECT.**

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The Board of Auglaize County Commissioners met in regular session on the 20th day of May, 2008 with the following members present:

John N. Bergman      Douglas A. Spencer      Ivo J. Kramer

Mr. Spencer moved the adoption of the following

**RESOLUTION**

**WHEREAS**, on April 3, 2008, Asst. Auglaize County Engineer Kevin Schnell met with the Board of County Commissioners, presenting his Engineer's report and reviewing plans for the Spencer Ditch project; the assessments were not completed for presentation; and,

**WHEREAS**, Asst. Eng. Schnell did present to the County Commissioners the plans and specifications for the Single County petitioned drainage ditch known as the Spencer Ditch, in Wayne Township; the Board approved the presentation of the County Engineer; and,

**WHEREAS**, Asst. Eng. Schnell met with the Board on this date, May 20<sup>th</sup>, and presented the schedule of assessments for the Spencer Ditch; the Board of County Commissioners did approve said schedule of assessments; and,




**WHEREAS**, a request was made by Asst. Eng. Schnell that the Board set a date, time and place for the final hearing on said project.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby approve the proposed plans and assessment schedule for the Spencer Ditch and does hereby set June 24, 2008 at 2:00 p.m. in the Auglaize County Administration Building, Assembly Room, 209 South Blackhoof Street, Wapakoneta, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Spencer Ditch Project.

Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
20th day of  
May 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

	_____	yes
John N. Bergman		
	_____	YES
Douglas A. Spencer		
	_____	YES
Ivo J. Kramer		

cc: County Engineer

County Commissioners Office  
Auglaize County, Ohio  
May 20, 2008

NO. 08-191

**IN THE MATTER OF AMENDING THE AMOUNT OF TOTAL ASSESSMENTS COLLECTED FOR THE ZINK DITCH IMPROVEMENT PROJECT FOR THE PURPOSE OF SECURING NOTE INTEREST COSTS.**

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The Board of Auglaize County Commissioners met in special session on the 20th day of May, 2008 with the following members present:

John N. Bergman      Douglas A. Spencer      Ivo J. Kramer

Mr. Spencer moved the adoption of the following

**RESOLUTION**

**WHEREAS**, on May 15, 2008, in Resolution #08-189, the Board of County Commissioners authorized the securement of interest costs for a note in the amount of \$14,568.32 for the balance of money for the Zink Ditch project; and,

**WHEREAS**, the County Engineer has informed the Board that a payment for this assessment had been received in the County Auditor's office, changing the amount of the needed Zink Ditch note to \$14,533.20.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby amend the amount of funds needed for the balance of money for the Zink Ditch project from \$14,568.32 to \$14,533.20.

Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
20th day of  
May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

*John N. Bergman* yes  
John N. Bergman

*Douglas A. Spencer* Yes  
Douglas A. Spencer

*Ivo J. Kramer* YES  
Ivo J. Kramer

cc: ✓ Auglaize County Engineer  
✓ Auglaize County Auditor

**IN THE MATTER OF AUTHORIZING THE AUGLAIZE COUNTY TREASURER TO DISCONTINUE ACCEPTING ASSESSMENT PAYMENTS FOR THE MIAMI RIVER PROJECT AND AUTHORIZING THE COUNTY AUDITOR TO ISSUE REIMBURSEMENT WARRANTS FOR ASSESSMENT PAYMENTS ALREADY MADE FOR THE MIAMI RIVER PROJECT AS SAID PROJECT HAS BEEN ABANDONED BY THE JOINT BOARD OF COUNTY COMMISSIONERS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of May, 2008 with the following members present:

John N. Bergman                      Douglas A. Spencer                      Ivo J. Kramer

Mr. Spencer moved the adoption of the following:

**RESOLUTION**

- WHEREAS**, a Joint Board of County Commissioners, consisting of Auglaize County, Champaign County, Hardin County, Logan County and Shelby County, was formed for a Miami River Improvement project with the lead County being Logan County; and,
- WHEREAS**, Joint Board Resolutions were passed concerning assessments for involved landowners of said Project; and,
- WHEREAS**, estimated assessment notices for the Miami River Improvement project were mailed by the Logan County Engineer's office to said involved landowners, directing assessments to be paid by September 1, 2008 to each involved County's Treasurer; and,
- WHEREAS**, a meeting of the Joint Board of Commissioners for this project was held on May 15, 2008, at which time the project was dismissed and abandoned.
- THEREFORE BE IT RESOLVED** that the Board of Auglaize County Commissioners does hereby authorize Auglaize County Treasurer April Bowersock to discontinue accepting payments for the estimated assessments of the Auglaize County landowners involved in the Miami River Improvement project; and,
- BE IT FURTHER RESOLVED** that the Board does hereby authorize County Auditor Janet Schuler to issue warrants to all Miami River Improvement project involved landowners with property in Auglaize County, who have already paid the estimated assessments as directed by the Logan County Engineer.

Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
20th day of  
May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, YES  
John N. Bergman

Douglas A. Spencer, YES  
Douglas A. Spencer

Ivo J. Kramer, YES  
Ivo J. Kramer

- cc: Auglaize County Treasurer
- ✓ Auglaize County Auditor
- ✓ Logan County Engineer
- ✓ Logan County Commissioners

**IN THE MATTER OF AUTHORIZING THE APPLICATION FOR VISION-100 FY08 FUNDING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR THE NEIL ARMSTRONG AIRPORT.**  
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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 20th of May, 2008 with the following members present:

John N. Bergman      Douglas A. Spencer      Ivo J. Kramer

Mr. Spencer moved the adoption of the following

**RESOLUTION**

**WHEREAS**, Mr. Rick Grice, Senior Planner for Delta Airport Consultants, Inc. informed the Board of County Commissioners that it is time to make the "FINAL" SF424 (VISION-100 FY08) application for funding of the Administration/SRE Building – Site Work Design – Phase I and Obstruction Survey – Plans & Specifications – Phase I for the Neil Armstrong Airport; and,

**WHEREAS**, the application and supporting documentation for the proposed projects for the airport, utilizing VISION-100 FY08 grant funds in the amount of \$111,240.00 have been submitted to the Board for approval and execution; and,

**WHEREAS**, a local match of funding in the amount of \$5,855.00 is required for this grant with the Auglaize County Board of Commissioners committing to the payment of this "local match" in the full amount.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the application to the Federal Aviation Administration for the VISION-100 FY08 Grant funds in the amount of \$111,240.00 for the about mentioned purposes at the Neil Armstrong Airport; and,

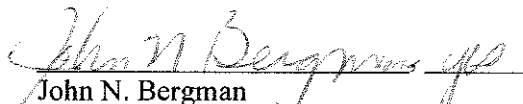
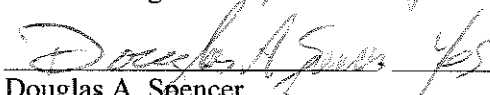
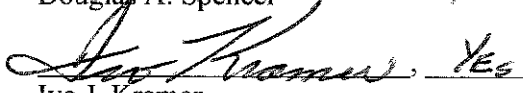
**BE IT FURTHER RESOLVED** the Auglaize County Board of Commissioners is responsible for payment of the local match in the amount of \$5,855.00 for this grant making the total available funding, \$117,095.00; and,

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

Mr. Kramer seconded the Resolution, and upon the roll being called, the Vote resulted in the adoption of the Resolution as follows:

Adopted this  
20th day of  
May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

  
John N. Bergman  
  
Douglas A. Spencer  
  
Ivo J. Kramer

- cc/Auglaize County Airport Authority –  
    Todd Kitzmiller, President
- ✓ Delta Airport Consultants, Inc.. – Rick Grice
- ✓ Asst. Clerk of the Board

**CERTIFICATION**

I, as Clerk of the Board of County Commissioners, Auglaize County, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. \_\_\_\_\_ passed by the Board of County Commissioners of Auglaize County, Ohio, on May 20, 2008.

\_\_\_\_\_  
Connie Cordonnier, Clerk  
Board of County Commissioners  
Auglaize County, Ohio

Dated: \_\_\_\_\_

County Commissioners Office  
Auglaize County, Ohio  
May 20, 2008

No. 08-194

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF BATTERIES AND A CHARGER FOR COUNTY OWNED AUTOMATIC EXTERNAL DEFIBRILLATORS (AED).**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of May, 2008 with the following members present:

John N. Bergman                      Douglas A. Spencer                      Ivo J. Kramer

Mr. Kramer moved the adoption of the following

**RESOLUTION**

**WHEREAS** AEDs have been placed in strategic locations in County buildings and offices; and,

**WHEREAS**, periodically these AEDs need new batteries and old batteries charged; this was found on recent inspection. It was determined that two (2) new batteries and a battery charger must be purchased to keep the AEDs operational; and,

**WHEREAS**, the cost of the batteries is \$159.00 each and the cost of the charger is \$187.00 if purchased from Medtronic Physio-Control Corporation.

**THEREFORE BE IT RESOLVED**, the Board of Commissioners of Auglaize County, Ohio does hereby approve the purchase from Medtronic Physio-Control Corporation, at the total cost of \$505.00, of two new batteries and a charger for the AEDs used by the County.

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

Adopted this  
20th day of  
May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Ivo J. Kramer, YES  
Ivo J. Kramer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, YES  
Douglas A. Spencer

cc: Asst. Clerk of the Board

County Commissioners Office  
Auglaize County, Ohio  
May 20, 2008

NO. 08-195

**IN THE MATTER OF APPROVING LEASE AT THE NEIL ARMSTRONG AIRPORT FOR HANGER SPACE FOR STEPHEN MARTIN; RATIFYING THE EXECUTION OF THE LEASE.**

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The Board of County Commissioners of Auglaize County, Ohio met in special session on the 20th day of May, 2008 with the following members present:

Ivo J. Kramer                      John N. Bergman                      Douglas A. Spencer

Mr. Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, at the Auglaize County owned Neil Armstrong Airport, there are various hangers which are rented to numerous companies and individuals by the Auglaize County Airport Authority, designated as Agent for Auglaize County, for non-commercial storage of aircraft and auxiliary incidental uses associated therewith; and,

**WHEREAS**, the subsequent individual has entered into a seven (7) month lease for T-hangar bank D, Stall number 4 as follows:

**Stephen Martin - commence on May 9, 2008 at \$92.50 per month**

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above mentioned Hangar lease with Stephen Martin. for an airplane hangar space as specified in the lease agreement; and,

**BE IT FURTHER RESOLVED** that said Board ratifies the execution of said lease agreement.

Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
20<sup>th</sup> day of  
May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Ivo J. Kramer, Yes  
Ivo J. Kramer

cc: Sean Stroh - Airport Manager  
Todd Kitzmiller - Airport Authority

**IN THE MATTER OF AUTHORIZING A BASE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR PROFESSIONAL SERVICES AT NEIL ARMSTRONG AIRPORT; AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 20th day of May, 2008 with the following members present:

John N. Bergman      Douglas A. Spencer      Ivo J. Kramer

Mr. Kramer moved the adoption of the following

**RESOLUTION**

**WHEREAS**, the Board of Auglaize County Commissioners and the Auglaize Airport Authority have selected Delta Airport Consultants, Inc. (formerly Whitworth-Borta) to complete work at Neil Armstrong Airport for calendar years 2007 through 2011; and,

**WHEREAS**, said Board has been presented with a base agreement between the Auglaize County Commissioners and Delta Airport Consultants, Inc. for the Basic Services of performing professional services at the Neil Armstrong Airport; and,

**WHEREAS**, this base agreement will simplify the contractual process, reduce the amount of paper work and ensure that all contracts between Board of County Commissioners and Delta Airport Consultants, Inc. are consistent with regards to general requirements; and,

**WHEREAS**, the base agreement does not define any specific project details, establish financial requirements or time constraint requirements; amendments to said agreement will be used for specific projects as the needs arise; and,

**WHEREAS**, Delta Airport Consultants, Inc. appealed to the Board of County Commissioners to approve the base agreement as presented and have the President of the Board execute same.


**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve Base Agreement for Professional Services at the Neil Armstrong Airport between said Board of County Commissioners and Delta Airport Consultants, Inc. as mentioned above for the completion of work at the Neil Armstrong Airport from present through 2011 ; and,


**BE IT FURTHER RESOLVED** that the President of the Board of Auglaize County Commissioners, John N. Bergman, is hereby authorized to execute said professional services base agreement; said agreement will be hereto attached and thus be made part of this resolution.

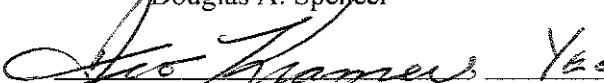
Mr. Spencer seconded the Resolution, and upon the roll being called, the Vote resulted in the adoption of the Resolution as follows:

Adopted this  
20th day of  
May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

  
 \_\_\_\_\_  
 John N. Bergman      *yes*

  
 \_\_\_\_\_  
 Douglas A. Spencer      *Yes*

  
 \_\_\_\_\_  
 Ivo J. Kramer      *Yes*

**AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN OWNER AND ENGINEER**

THIS AGREEMENT is made on the 10<sup>th</sup> day of April in the year 2008, between the Auglaize County Commissioners, the OWNER, and DELTA AIRPORT CONSULTANTS, INC., the ENGINEER, for Project(s) covering Calendar years 2007 through 2011 (five year period) at the Neil Armstrong Airport as described in amendments to this Agreement once the specific scope is agreed upon between the OWNER and the ENGINEER.

WHEREAS the OWNER sought proposals from qualified engineers to perform certain engineering services.

WHEREAS the OWNER has determined that DELTA AIRPORT CONSULTANTS, INC. (the "ENGINEER" – formally Whitworth-Borta) is the most qualified based on the criteria stated in the Request for Proposals and

The precise scope of work, schedule, and cost shall be as stated in Amendments to this Base Agreement as authorized from time to time by the OWNER upon approval of such scope of work and the cost for such work.

As used herein, the term "Project" shall refer only to such items of work listed in approved Amendments.

The OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of normal professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below. This agreement will become effective on the date first above written for the period also listed above.

**ARTICLE 1: BASIC SERVICES**

The ENGINEER agrees to perform normal professional engineering services in connection with the Project as set forth below and contained within this Agreement.

**1.1 PRELIMINARY PHASE**

Upon receipt of the OWNER's authorization to proceed with the Preliminary Phase, the ENGINEER shall:

1.1.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.



1.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others, data or services, including surveys, geotechnical, etc. and assist OWNER in obtaining such data and services at the appropriate time and during the appropriate phase.

1.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.1.4 Attend a pre-design meeting with the funding agencies and airport users to define design criteria and operation requirements.

1.1.5 Develop preliminary layouts, locations, grades, elevations, pavement sections, building dimensions, etc. to further define the OWNER's project scope.

1.1.6 Prepare a Preliminary Design Report containing schematic layouts, sketches and conceptual design criteria and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project.

1.1.7 Furnish up to five (5) copies of the Preliminary Design Report and review them in person with OWNER.

## **1.2 DESIGN AND CONSTRUCTION CONTRACT DOCUMENTS PHASE**

Upon receipt of the OWNER's authorization to proceed with the Design and Construction Contract Documents Phase, the ENGINEER shall:

1.2.1 Attend meetings with the OWNER and/or other agencies involved in the Project, or as listed in amendments to this agreement.

1.2.2 Prepare the Design Documents consisting of design criteria, drawings, and specifications.

1.2.3 Prepare a statement of the ENGINEER's Opinion of the Construction Cost for the Project based upon designs established to this point.

1.2.4 Provide an ENGINEER's Report for the project to the OWNER.

1.2.5 Furnish up to five (5) copies of the Design Documents for the OWNER's and approving authorities' review and approval.

1.2.6 Render clarification of the design drawings and special provisions, when and if such clarification is deemed necessary.

1.2.7 Prepare engineering data, where necessary, for regulation permit application required by Local, State, or Federal authorities.

1.2.8 Prepare the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications and other documents as required to complete the Construction Contract Documents.

1.2.9 Furnish to the OWNER engineering data and documents so that the OWNER may secure approval from governmental authorities having jurisdiction over the Project.

1.2.10 Advise the OWNER of any adjustments to previous ENGINEER's Opinion of the Construction Cost when changes in requirements, general market conditions, or other conditions so warrant.

### **1.3 BIDDING PHASE**

Upon receipt of the OWNER's approval of the Design and Construction Contract Documents Phase and latest Opinion of the Construction Cost, and authorization to proceed with the Bidding Phase, the ENGINEER shall:

1.3.1 Assist OWNER in advertising for and obtaining bids for each prime contract and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.

1.3.2 Issue addenda, as appropriate, to interpret, clarify, or expand the Bidding Documents.

1.3.3 Conduct a pre-bid meeting for potential bidders for the Project.

1.3.4 Assist the OWNER in obtaining bids, in analyzing bids and proposals, and in awarding the Construction Contract.

### **1.4 CONSTRUCTION PHASE**

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

1.4.1 Act as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. The OWNER shall not modify the Construction Contract Documents without the written consent of the ENGINEER. The ENGINEER shall schedule and conduct a preconstruction conference for the Project.

1.4.2 Advise and consult with the OWNER during the Construction Phase and the ENGINEER shall issue the OWNER's authorized instruction to the CONTRACTOR.

1.4.3 Make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of CONTRACTOR(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. It is anticipated that an average of two (2) trips per month will be required and the OWNER will be notified of the ENGINEER's visits.

1.4.4 The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR(s) will conform generally to the Contract Documents and that the integrity of the design concept, as reflected in the Contract Documents, has been implemented and preserved by CONTRACTOR(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR(s)' work in progress, supervise, direct, or have control over CONTRACTOR(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR(s), for safety precautions and programs incident to the work of CONTRACTOR(s) or for any failure of CONTRACTOR(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the Construction Contracts by CONTRACTOR(s) nor assume responsibility for CONTRACTOR(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.4.5 Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on claims of CONTRACTOR(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

1.4.6 Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for correction and, at the request of the OWNER, have recommendations implemented by the CONTRACTOR(s).

1.4.7 Review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the ENGINEER's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the CONTRACTOR's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the CONTRACTOR. The issuance of Recommendation for Payment shall constitute a declaration by the ENGINEER to the OWNER, based upon said on-site observations, review, and data accompanying the request for payment, that the CONTRACTOR's work has progressed to the point indicated; that to the best of the ENGINEER's knowledge, information, and belief, the quality of the CONTRACTOR's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the CONTRACTOR is entitled to the amount stated. The issuing of the Recommendation for Payment by the ENGINEER shall not represent that it has made any investigation to determine the uses made by the CONTRACTOR of sums paid to the CONTRACTOR.

1.4.8 Review and take appropriate action in respect of Shop Drawings, samples and other data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incidental thereto.

1.4.9 Review quality control and acceptance testing reports and inspection reports to monitor quality and construction progress.

1.4.10 Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders, as required, which are within the project scope of work.

1.4.11 Conduct a construction progress review related to the CONTRACTOR(s)' date of completion, receive written guarantees and related data assembled by the CONTRACTOR(s), and issue to the OWNER a Recommendation of Final Payment and a Final Project Report.

1.4.12 The ENGINEER shall not be responsible for the defects or omissions in the work as a result of the CONTRACTOR(s), or any SUBCONTRACTOR(s), or any of the CONTRACTOR(s)' or SUBCONTRACTOR(s)' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The ENGINEER shall not be responsible for the CONTRACTOR(s)' failure to comply with the project schedule.

## **ARTICLE 2: SPECIAL SERVICES**

If authorized by the OWNER, the ENGINEER agrees to furnish, or obtain from others, additional professional services in connection with the Project as set forth below and contained within this Agreement:

2.1 Providing services over and above the previously described Basic Services and Special Services related to FAA, State, and other funding to include but not limited to:

- (a) Funding applications with supporting documents
- (b) Reimbursement requests for funding
- (c) Disadvantaged Business Enterprise (DBE) Plan assistance
- (d) Airport Layout Plan (ALP) revisions
- (e) Property Map revisions
- (f) Environmental Overview or Statements
- (g) Preparation of Record Drawings
- (h) Assistance with funding and coordination of other contracts
- (i) Conceptual Planning Services
- (j) Bid Alternates
- (k) others as determined necessary by the OWNER

The items above will be noted in the estimates as described in Amendments to this Agreement.

2.2 Providing necessary advertising, surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project. These services shall be contracted by the OWNER unless designated to be provided by the ENGINEER in Article 7 of this agreement under reimbursables. The ENGINEER will administer these services for the OWNER.

2.3 Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

- 2.4 Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
- 2.5 Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.
- 2.6 Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the OWNER when not listed or described in the project scope of work.
- 2.7 Preparation of detailed renderings, exhibits or scale models for the Project.
- 2.8 Providing special analysis of the OWNER's needs such as owning and operating analysis, OWNER's operating and maintenance manuals, OWNER's special operations or charts, and any other similar analysis.
- 2.9 Furnishing additional copies of reports and additional prints of Drawings and Specifications in excess of those stipulated in the Agreement and/or listed above.
- 2.10 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required by the OWNER.
- 2.11 Preparing special Change Orders when requested by the OWNER which are not within the scope of "BASIC SERVICES".
- 2.12 Making a review of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the Construction Contract.
- 2.13 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- 2.14 Providing assistance in the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or training personnel for operation or maintenance of equipment or system.
- 2.15 Providing design services relating to future facilities, systems, and equipment which are not intended to be constructed or operated as a part of the Project.
- 2.16 Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- 2.17 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 3, "OWNER'S RESPONSIBILITIES".

2.18 Providing Resident Project Representative services to give the OWNER more extensive on-site representation during the Construction Phase with duties and responsibilities as described in Attachment "A".

2.19 Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the ENGINEER to preclude or prepare for possible litigation, which claim(s) are beyond the ENGINEER's control.

2.20 Providing Program Management Services, including, but not limited to, development of program master plan; development of program design criteria, goals, and standards; development and/or administration of finance plan(s); management of design and/or construction procurement process; administration of construction contracts; undertaking specialty investigations or studies associated with management of the program; preparation and/or review of applications, supporting documents, or documents by others; and/or other services associated with management of the program.

### **ARTICLE 3: OWNER'S RESPONSIBILITIES**

The OWNER shall:

3.1 Provide to the ENGINEER all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project.

3.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define OWNER's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the ENGINEER's services.

3.3 Furnish to the ENGINEER all existing drainage, survey, and layout data available for the Project.

3.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over this Project.

3.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.

3.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

3.7 Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of its services under this Agreement.

3.8 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.

3.9 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.

3.10 Arrange full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

3.11 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

3.12 Compensate the ENGINEER for services rendered under this Agreement.

## **ARTICLE 4: GENERAL PROVISIONS**

### **4.1 OWNERSHIP OF DOCUMENTS**

Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER will be provided with one digital CD-ROM set (.tif or .jpg) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings will be provided by the ENGINEER. Copies of sketches, notes, computations, and other data will be furnished upon request. The ENGINEER will be released and held harmless of any subsequent liabilities resulting from revisions, extensions or enlargements of the OWNER's "originals" including computer files.

### **4.2 DELEGATION OF DUTIES**

Neither the OWNER nor the ENGINEER shall delegate its duties under this Agreement without the written consent of the other.

### **4.3 TERMINATION**

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. This agreement may also be terminated if mutually agreed upon by the Owner and Engineer. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date.

### **4.4 EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

### **4.5 GOVERNING LAW**

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the OWNER.

## 4.6 GENERAL

4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

4.6.2 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

4.6.3 The ENGINEER has not been retained or compensated to provide design and construction review services relating to the CONTRACTOR(s)' safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR(s) to perform work relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

4.6.4 The ENGINEER intends to render its services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

4.6.5 Any opinion of the Construction Cost prepared by the ENGINEER represents its judgment as a design professional and is supplied for the general guidance of the OWNER and funding agencies. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to CONTRACTOR(s) bids or actual cost to the OWNER.

4.6.6 Neither party shall be entitled to unjust enrichment or betterment as a result of errors or omissions.

## ARTICLE 5: SPECIAL PROVISIONS

### 5.1 INSURANCE AND INDEMNITY

5.1.1 ENGINEER's Insurance - The ENGINEER shall acquire and maintain statutory workers compensation insurance coverage, commercial general liability insurance coverage, and professional liability insurance coverage.

ENGINEER's current limits are:

General Liability	\$5,000,000 per year
Professional Liability	\$2,000,000 per claim \$2,000,000 per year



5.1.2 CONTRACTOR's Insurance - Prior to the commencement of the work, the OWNER shall require the CONTRACTOR to submit evidence that it has obtained, for the period of the Construction Contract and the guarantee period, commercial general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$2,000,000 per occurrence for all damages arising out of bodily injury, sickness or death and property damage of others including explosion, collapse, and underground exposures.

Included in such coverage will be contractual coverage sufficiently broad to insure provision of paragraph 5.1.4 "Indemnity". The commercial general liability insurance will include as additional named insureds: the OWNER; the ENGINEER; and each of the officers, agents, and employees. The OWNER understands that the cost of obtaining liability insurance covering the OWNER and ENGINEER as additional insured is not an eligible cost under the AIP.

5.1.3 Builders Risk "All Risk" Insurance - Before commencement of the work, the OWNER will require that the CONTRACTOR submit written evidence that it has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) for any building which is the subject of the Construction Contract. Such insurance shall include as additional named insured: the OWNER; the ENGINEER; and each of their officers, agents, employees, and any other persons with an insurable interest as may be designated by the OWNER.

5.1.4 Indemnity - The OWNER will require that any CONTRACTOR performing work in connection with Drawings and Specifications produced under this Agreement, hold harmless, indemnify, and defend the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of, or alleged to arise from, the CONTRACTOR's (or SUBCONTRACTOR's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants, or their officers, agents, and employees.

5.2 The ENGINEER shall proceed to furnish engineering services on the Project promptly, without delay, after the Notice-to-Proceed has been given in writing by the OWNER.

5.3 The ENGINEER agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program, as required by regulations.

5.4 The ENGINEER agrees that the OWNER, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The ENGINEER shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.

5.5 If any of the services outlined in this Agreement are furnished by the ENGINEER by obtaining such services outside the ENGINEER's organization, when requested by the OWNER the ENGINEER shall provide proposal(s) and/or contract(s) between the person(s) or firm(s) and the ENGINEER outlining the services to be performed and the charges for the same.

5.6 It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the OWNER and/or the FAA and/or the State, and the said construction plans are substantially changed or revised, for any reason other than the fault of the ENGINEER in preparing same, then the ENGINEER shall be entitled to compensation for rendering the services necessary to complete the changes.

#### **ARTICLE 6: SCHEDULE FOR DELIVERY OF WORK BY ENGINEER**

The ENGINEER shall accomplish the work with due diligence and complete the work as follows:

6.1 It is understood that the ENGINEER will proceed on the project after a Notice-to-Proceed from the OWNER. The schedule shall be outlined in Amendments to this Agreement once the scope of the project(s) has been clearly defined.

6.2 Construction progress will be monitored by the ENGINEER in an effort to keep the construction on schedule. The CONTRACTOR will be notified in writing when its progress falls behind its progress schedule.

6.3 The ENGINEER will endeavor to complete the work in accordance with the schedule, however, it will not be penalized for delays beyond its control such as OWNER's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

#### **ARTICLE 7: ENGINEERING CHARGES**

In accordance with the Terms and Conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

7.1 When requested by the OWNER, the ENGINEER shall provide Services for the project scopes. Compensation for these services shall be negotiated between the OWNER and ENGINEER prior to initiating the work and will be covered by Amendments to this Agreement.

7.2 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the ENGINEER's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month. The OWNER understands that interest charges are not an eligible cost under the Airport Improvement Program (AIP).

7.3 If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.

7.4 No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.

7.5 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained in this Agreement.


The following attachments are made a part of this agreement:

Attachment A	Resident Project Representative
Attachment B	Mandatory Federal Contract Provisions

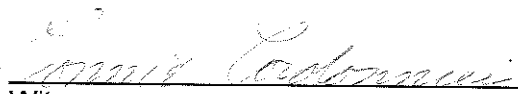
IN WITNESS WHEREOF, The parties hereto have executed This Agreement to be effective as of the date first above written.

OWNER:

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

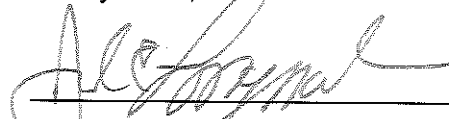
  
\_\_\_\_\_  
John N. Bergman  
President

Date: 5-20-08


  
\_\_\_\_\_  
Witness

ENGINEER:

Delta Airport Consultants, Inc.  
20545 Center Ridge Road Suite 450  
Rocky River, Ohio 44116

  
\_\_\_\_\_  
John C. Longaker  
Vice President

Date: 4/11/08

  
\_\_\_\_\_  
Witness

**ATTACHMENT "A"**  
**RESIDENT PROJECT REPRESENTATIVE**

**LIMITATIONS OF AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE.**

1. The Resident Project Representative shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the CONTRACTOR(s)' work, shall communicate only with the ENGINEER and the CONTRACTOR(s), and shall communicate with the SUBCONTRACTOR(s) only through the CONTRACTOR(s) or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the ENGINEER.
2. The Resident Project Representative shall review and observe on-site construction activities of the CONTRACTOR(s) relating to portions of the Project designed and specified by the ENGINEER as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Project Representative's duties are any review of the CONTRACTOR(s)' safety precautions, or the means, methods, sequences, or procedures required for the CONTRACTOR(s) to perform the work but not relating to the final or completed Project. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawings submissions and schedule of values prepared by CONTRACTOR(s) and consult with the ENGINEER concerning their acceptability.
  - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
  - (c) Liaison:
    - (1) Serve as ENGINEER's liaison with CONTRACTOR(s), working principally through the CONTRACTOR(s)' superintendent and assist them in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR(s) when CONTRACTOR(s)' operations affect OWNER's on-site operations.
    - (2) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

- (d) Shop Drawings and Samples:
  - (1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the ENGINEER.
  - (2) Receive samples which are furnished at the site by CONTRACTOR(s) for ENGINEER's approval, and notify ENGINEER of their availability for examination.
  - (3) Advise ENGINEER immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the ENGINEER.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
  - (1) Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will generally conform to the intent of the Contract Documents.
  - (2) Report to ENGINEER whenever it believes that any Work is unsatisfactory, faulty or defective, or does not conform to the intent of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise ENGINEER when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
  - (3) Accompany visiting inspector representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
  - (4) Monitor test results relative to specification requirements and maintain a file with test reports and certifications. Notify the CONTRACTOR(s) when it observes apparent deficiencies and report to the ENGINEER for a final decision on the matter.
- (f) Interpretation of Contract Documents: Transmit to OWNER, ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate CONTRACTOR(s)' suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:

- (1) Maintain, at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - (2) Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deduction, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures. Send copies to ENGINEER.
  - (3) Record names, addresses, and telephone numbers of all CONTRACTORS, SUBCONTRACTORS, and major suppliers of equipment and materials.
  - (4) Document quantities of materials used on the Project by actual measurements and computations in the field record. Whenever weight is the basis of measurement, maintain copies of the weight tickets.
- (i) Reports:
- (1) Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR(s)' compliance with the approved progress schedule of Shop Drawing submissions.
  - (2) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the Work.
- (j) Completion:
- (1) Before ENGINEER issues a Certificate of Substantial Completion, submit to ENGINEER a list of observed items requiring correction.
  - (2) Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be corrected.
  - (3) Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.
  - (4) Maintain a set of working drawings, on the job site, which can be used to prepare record drawings of the project.

5. Limitations of Authority.

Except upon written instruction of ENGINEER, Resident Project Representative:

- (a) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

- (b) Shall not undertake any of the responsibilities of CONTRACTOR(s), SUBCONTRACTOR(s), or CONTRACTOR(s)' superintendent.
- (c) Shall not expedite Work for the CONTRACTOR(s).
- (d) Shall not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- (e) Shall not advise on, or issue directions as to, safety precautions and programs in connection with the Work.
- (f) Shall not authorize OWNER to occupy the Project in whole or in part.
- (g) Shall not participate in specialized field or laboratory tests.



**ATTACHMENT "B"**  
**MANDATORY FEDERAL CONTRACT PROVISIONS**

## CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a

subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **DISADVANTAGED BUSINESS ENTERPRISES**

**1. Contract Assurance.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**2. Prompt Payment.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from the <Sponsor Name>. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the <Sponsor Name>. This clause applies to both DBE and non-DBE subcontractors.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

**1.** No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

**2.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## **ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **BREACH OF CONTRACT TERMS**

For all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any

product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **TERMINATION OF CONTRACT**

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

For all contracts that exceed \$25,000, and funded under the AIP, the bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

County Commissioners Office  
Auglaize County, Ohio  
May 20, 2008

NO. 08-197

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF COMPUTER FROM PRENGER IMPLEMENT INC. FOR THE COUNTY ADMINISTRATOR.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of May, 2008 with the following members present:

John N. Bergman                      Douglas A. Spencer                      Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to purchase a computer to be used by the County Administrator in his office; and,

**WHEREAS**, Prenger Implements submitted a quotation for said purchase of an Intel Desktop Tower computer in the amount of \$850.00.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase, from Prenger Implement Inc., of an Intel Desktop Tower computer as noted above at the total cost of \$850.00.

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

Adopted this  
20th day of  
May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, YES  
Douglas A. Spencer

Ivo J. Kramer, YES  
Ivo J. Kramer

cc: ✓ County Computer Operations Manager  
✓ Asst. Clerk of the Board

County Commissioners' Office  
Auglaize County, Ohio  
May 20, 2008

No. 08-198

**IN THE MATTER OF AUTHORIZING A CHANGE ORDER FOR HOUSING REHABILITATION UNDER THE C.H.I.P. PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 20th day of May, 2008 with the following members present:

John N. Bergman

Douglas A. Spencer

Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners did receive a grant through the State of Ohio's Comprehensive Housing Improvement Program for the acquisition & rehabilitation of housing units within the County; and

**WHEREAS**, the Board did previously approve rehabilitation to the property of Michelle Burgoon at a cost of \$14,112.00; and

**WHEREAS**, Poggemeyer Design Group Inc. has advised the Board of the need for a change order in the amount of \$ 500.00.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby authorize the above noted change order for housing rehabilitation work.

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



Adopted this 20th day  
Of May, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

\_\_\_\_\_  
John N. Bergman

  
\_\_\_\_\_  
Douglas A. Spencer

  
\_\_\_\_\_  
Ivo J. Kramer

Cc:  Gayle Flaczynski – Poggemeyer Design Group  
 Patricia Hill – Assistant Clerk