

**IN THE MATTER OF AUTHORIZING CONTRACT AMENDMENT NO. 2 TO THE ADMINISTRATIVE CONTRACT WITH KLEINFELDER INC. FOR THE PY2022 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID CONTRACT AMENDMENT NO. 2.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of September, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on January 17, 2023, in Resolution #23-033, the Board of County Commissioners executed an administrative contract with Kleinfelder Inc. for services for the County’s PY2022 Community Housing Impact and Preservation (CHIP) Grant at the compensation amount of \$295,500.00 and approved amendment #1 for \$2,971.00 on August 31, 2023; and,

**WHEREAS**, Kleinfelder presented to the Board with the contract amendment No. 2 which includes the increased soft costs of \$500.00; and,

**WHEREAS**, this contract amendment #2 increases the contract line item for Home Repair Project Soft Costs for the following project to the allowable / recommended 25% Home Repair projects (“Exceeds” Approved by OCD). **Task 6002** – 05329 State Route 197, Spencerville, OH of \$5,000 (additional \$500.00). The Task listed above is \$500 which increases the contract line item for Home Repair by \$500.00 (to be paid from CHIP Grant CDBG/OHTF Home/Building Repair funds; and,

**WHEREAS**, the Board of County Commissioners has agreed to this contract amendment #2 increase; and,

**WHEREAS**, an Administrative contract amendment No. 2 has been prepared by Kleinfelder reflecting above mentioned fee increase; same is to be executed by the President of the Board.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the contract amendment No. 2 to the administrative contract with Kleinfelder for the PY2022 CHIP Grant; and,

**BE IT FURTHER RESOLVED** that John N. Bergman, President of the Board, is hereby authorized to execute said contract amendment No. 2 as presented by Kleinfelder Inc., thereby increasing said administrative services fee by \$500.00 to a total of \$298,971.00.

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

Adopted this  
19th day  
September, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

✓cc: Kleinfelder Inc.



**Contract Amendment**

**PROJECT:** *(Name and Address)*  
**Auglaize County PY2022 CHIP**  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895

**CONTRACT AMENDMENT NUMBER:** 2

**DATE:** 09/13/2023

**PDG PROJECT NUMBER:** 20233418.002A

**TO CLIENT:** *(Name and Address)*  
Ms. Erica Preston, County Administrator  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895

**PROJECT MANAGER:** GRF

**CONTRACT DATE:** 01/17/2023

**The Contract is changed as follows:**

*Due to current economic state and rising costs, ODOD-OCD evaluates project limit increases annually. Published limits for both Project Hard & Soft Costs effective annually for all active program years on the date the memo is issued (ODOD Policy Memo issued April 7, 2022). Currently, project hard costs increased to \$75,000 (Private Rehabilitation) and \$22,000 (Home Repair) with corresponding recommended Soft Cost Averages of 20% and 25%, respectively.*

*> This Contract Amendment request is to increase "Soft Costs" for the following projects to the allowable / recommended 25% for Home Repair projects ("Exceeds" Approved by OCD): **Task 6002** – 05329 State Route 197, Spencerville, OH **\$5,000** (additional **\$500**). Total increase for Home Repair Project Soft Costs included in this contract amendment for the Task listed above is **\$500** which increases the contract line item for Home Repair from \$63,000 to \$66,471 (which includes previous contract amendments total of \$2,971 and to be paid from CHIP Grant CDBG/OHTF Home/Building Repair funds as shown on attached approval letter).*

The original Contract Sum: ..... \$295,500  
The net change by previously submitted Contract Amendments: ..... \$2,971  
The Contract Sum prior to this Contract Amendment: ..... \$298,471  
The Contract Sum will be increased by this Amendment in the amount of: ..... \$500  
The new Contract Sum including this Contract Amendment: ..... \$298,971  
The Contract Time will be increased by: ..... 0 days

**NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT**

**Kleinfelder Inc.**  
ARCHITECT/ENGINEER

**Auglaize County Board of Commissioners**  
CLIENT

1168 North Main Street  
Bowling Green, Ohio 43402  
ADDRESS

209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895  
ADDRESS

*Lauren O. Falcone*

*John N. Bergman*

BY Lauren O. Falcone, AICP, Principal Professional

BY John N. Bergman, President, Auglaize Co Board of Commissioners

09/13/2023  
DATE

9/19/2023  
DATE

**IN THE MATTER OF AUTHORIZING THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS TO EXECUTE THE AMENDMENT NO. #1 FOR THE AGREEMENT WITH ACCESS ENGINEERING SOLUTIONS, LLC FOR THE VILLAGE OF WAYNESFIELD NEIGHBORHOOD REVITALIZATION GRANT (NRG) PROGRAM ADMINISTRATIVE / ENVIRONMENTAL REVIEW SERVICES AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of September, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, in Resolution #22-067 dated February 10, 2022 the fees for the NRG Administration services was for \$35,000 from Access Engineering Solutions, LLC; and,

**WHEREAS**, both parties find that the Amendment No. #1 to the contract to include an increase of \$10,000 for the Waynesfield Neighborhood Revitalization Grant (NRG); and,

**WHEREAS**, Access Engineering Solutions, LLC has prepared a contract amendment to increase the grant administration by \$10,000 to the amount not to exceed \$45,000.00 for the Board's review and execution; and,

**WHEREAS**, the Board of County Commissioners has reviewed said contract amendment No. #1 and has found it to be satisfactory.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approves the contract amendment No. 1 for the administrative services from Access Engineering Solutions, LLC for the assistance in the Waynesfield Neighborhood Revitalization Grant (NRG) for at the terms so specified in said agreement.

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

Adopted this  
19th day of  
September, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: Access Engineering Solutions, LLC  
Village of Waynesfield

**AMENDED AGREEMENT BETWEEN  
CLIENT AND CONSULTANT**

The Amended Agreement, entered into as of this 19<sup>th</sup> day of September, 2023 by and between Auglaize County Commissioners (hereinafter referred to as the Client), and **Access Engineering Solutions, LLC** (hereinafter referred to as the Consultant) to provide professional services for the following project:

**VILLAGE OF WAYNESFIELD – WEST WAPAKONETA STREET RECONSTRUCTION**

**Administration Services for the 2021 Community Development Block Grant (CDBG) Neighborhood Revitalization Program:  
General Grant Administration Services - Additional Services Amendment**

**ARTICLE 1 - Scope of Services**

The Consultant agrees to provide professional services as described on Exhibit "A" of this Agreement.

**ARTICLE 2 - Time of Performance**

It is anticipated that the consulting services will begin November 1, 2021 and conclude at the completion of the construction of the project.

**ARTICLE 3 - Client's Responsibilities**

- 3.1 Provide all available information so as to enable the Consultant to perform the services requested by the Client.
- 3.2 Assist the Consultant by placing at his disposal all available information pertinent to any area involved in a requested service including previous reports and any other data relative to the project.
- 3.3 Guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform his work under this Agreement.
- 3.4 Examine all studies, reports, sketches, estimates, drawings, specifications, proposal and other documents presented by the Consultant and shall render in writing a decision pertaining thereto so as not to delay the work of the Consultant.
- 3.5 Provide such legal, accounting and insurance counseling services as may be required for any work requested by Client.
- 3.6 Designate in writing a person(s) to act as Client representative with respect to the work to be performed under this Agreement.

**ARTICLE 4 - Use of Consultant's Documents**

Documents prepared by the Consultant are instruments of service for use solely with respect to this Project. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of the Consultant's documents except by mutual agreement in writing.

**ARTICLE 5 - Termination, Suspension or Abandonment**

In the event of termination, suspension or abandonment of the Project, the Consultant shall be equitably compensated for services performed. Failure of the

Client to make payments to the Consultant in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Consultant to either suspend or terminate services. Either the Consultant or the client may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

**ARTICLE 6 - Risk Allocation**

Not applicable this contract.

**ARTICLE 7 - Payments to the Consultant**

Invoices will be submitted for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Consultant may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees.

**ARTICLE 8 - Basis of Compensation**

- 8.1 Compensation to Access Engineering Solutions, LLC for performing professional services as described in Exhibit "A".

**ARTICLE 9 - Other Conditions or Services**

- 9.1 The services to be performed by the Consultant under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of the Consultant toward any person or persons not a party to this Agreement.
- 9.2 In performing our professional services the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty expressed or implied is made or intended by our consulting services by our furnishing oral or written reports, drawings or specifications, or by observation of work. Consultant will carry adequate insurance coverage on all operations hereunder including professional liability insurance.
- 9.3 The Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 9.4 In an effort to resolve any conflicts that arise during the design or construction of the Project, the Consultant and the Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 9.5 All funds for payment on this Contract will be in accordance with Exhibit B of this agreement.

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

**OWNER**

Auglaize County Commissioners



David Bambauer



Doug Spencer



John Bergman

**Address for Giving Notices:**

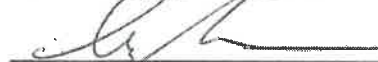
209 South Blackhoof Street, Room 201

Wapakoneta, Ohio 45895

9/19/2023  
Dated

**CONSULTANT**

Access Engineering Solutions, LLC



Craig Mescher, PE  
Project Manager

**Address for Giving Notices:**

1200 Irmischer Boulevard, Suite B

Celina, Ohio 45822

9/12/2023  
Dated

**Exhibit "A"**

**Scope of Engineering Services offered for this project are as follows:**

1. **General Grant Administration – Additional Admin. due to extended schedule \$ 10,000.00**
  - Assistance with preparation and submission of required SALSER reports through the close-out of grant agreements.
  - Provide assistance with preparation of grant modifications, if needed.
  - Prepare all close-out documentation as required and review all files for conformance to requirements of the program.
  - Assist the Owner with compilation of all required grant files and related documents for program monitoring.
  - Provide assistance with all activities for each phase of any closeout and settlement process to finalize grants, including support and/or attendance at monitoring visit.
  - Monitor weekly contractor and subcontractor (if any) payroll reports to ensure proper documentation and wages are being paid, including benefits in accordance with Davis-Bacon Wage Rates.
  - Complete all other necessary labor standards documents as required by the funding agencies.

**Total Contract for Engineering Services**

**\$10,000.00**

**Exhibit "B"**  
**Encumbrance of Funds**

All \$10,000.00 of the attached contract will be paid by CDBG Funds secured by the Auglaize County Commissioners. The Village of Waynesfield will not be responsible for any portion of the above contract.



**IN THE MATTER OF ACCEPTING THE QUOTE FROM BALLWEG PAINTING FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES BUILDING FOR THE PAINTING OF THE EXTERIOR OF THE BUILDING, PORCH AWNING, POSTS, BEAMS AND DOORS ON THE BUILDING AND APPROVING THE EXECUTION OF SAID QUOTE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of September, 2023

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, JFS Director, Julie Gossard, reviewed the three quotes for the material and labor for painting of the exterior on the building, porch awning, posts, beams and doors on the JFS Building located at 12 N. Wood Street, Wapakoneta, Ohio; and,

**WHEREAS**, the following quotes were received:

Ballweg Painting	\$31,500.00;
Paint Bros.	\$45,000.00;
Andy's Precision Painting	\$39,200.00; and,

**WHEREAS**, the JFS Director is recommending to approve and proceed with said project.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby approve said quote from Ballweg Painting for \$31,500.00 for the painting of the exterior on the building, porch awning, posts, beams and doors for the Department of Jobs and Family Services building located 12 N. Wood Street, Wapakoneta, Ohio; and,

**BE IT FURTHER RESOLVED** that said Board does authorize JFS Director, Julie Gossard to execute said quote and to proceed with the scheduling the above mentioned project to be completed per quote in the amount of \$31,500.00. The funds will be encumbered out for the PI Fund 041.0041.550100.

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

Adopted this  
19th day of  
September, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: Bidders  
JFS Director