

IN THE MATTER OF AUTHORIZING ENGINEERING AMENDMENTS FOUR (4) AND FIVE (5) TO THE BASE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE TERMINAL APRON PCC CRACK REPAIR AND JOINT SEALING PROJECT AND RUNWAY PROJECT; AUTHORIZING THE LOCAL MATCH FOR EACH AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of September, 2009.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, on May 20, 2008, in Resolution #08-196, the Board of County Commissioners approved and executed a Base Agreement with Delta Airport Consultants, Inc. for professional services at the Neil Armstrong Airport for calendar year 2007 through 2011; and, and,

WHEREAS, three (3) amendments to the Base Agreement with Delta Airport Consultants, Inc. have previously been authorized by the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners has received Amendments Four (4) and Five (5) to the Agreement for Professional Services on Delta projects No.: 09032.02 and No. 09097.01, respectively; same as follows:

Amendment 4: Terminal Apron PCC Crack Repair and Joint Sealing Project – Limited Construction Phase Services - Lump sum fee is \$21,889.00.

Amendment 5: Install Runway 8 PAPI & REIL Systems – Design through Bidding - Lump sum fee is \$36,103.00;

and,

WHEREAS, compensation for specified professional services will be:

Amendment 4 - a lump sum fee of \$21,889.00, made up of \$20,794.00 from the FAA Grant and \$1,095.00 local match.

Amendment 5 - a lump sum fee of \$36,103.00, made up of \$34,297.00 from the FAA Grant and \$1,806.00 local match.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Amendment Four (4) and Amendment Five (5) to the Base Agreement with Delta Airport Consultants, Inc. for the Terminal Apron PCC Crack Repair and Joint Sealing Project – Limited Construction Phase Services and Installation of Runway 8 PAPI & REIL Systems – Design through Bidding, respectively; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Douglas A. Spencer, to execute Amendment No. 4 and Amendment No. 5 as presented; and,

BE IT FURTHER RESOLVED that the Board authorizes the Local Match obligations to the FAA Grants in the amount of \$1,095.00 for the Neil Armstrong Airport Terminal Apron PCC – Crack Repair and Joint Sealing Project – Limited Construction. for Delta Project No. : 09032.02 and \$1,806.00 for the installation of Runway 8 PAPI & REIL Systems – Design through Bidding for Delta Project No. 09097.01.

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

Adopted this
8th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: Delta Airport Consultants, Inc. –
Rick Grice
Airport Authority - Todd Kitzmiller
VFAA

AMENDMENT NO. FOUR (4)

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

AUGLAIZE COUNTY COMMISSIONERS

THE OWNER

AND

DELTA AIRPORT CONSULTANTS, INC.

THE ENGINEER

DATE: December 19, 2008

AIP PROJECT NO. 3-39-0084-1209

DELTA PROJECT NO. OH 09032.02

**Terminal Apron PCC Crack Repair and Joint Sealing Project --
Limited Construction Phase Services**

AMENDMENT NO. FOUR (4)
TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND ENGINEER

December 19, 2008

This Amendment No. Four (4), dated December 19, 2008, is made part of the Agreement for Professional Services dated April 10, 2008, between the Auglaize County Commissioners, the OWNER, and Delta Airport Consultants, Inc., the ENGINEER, for work at the Neil Armstrong Airport, Wapakoneta, Ohio.

The following revisions and/or additions are made to the original Agreement for Professional Services.

The scope of work to be covered by Amendment No. Four (4) shall be as follows:

TASK DESCRIPTION

The ENGINEER will provide limited construction phase services for the Terminal Apron PCC Crack Repair and Joint Sealing Project. Work items associated with these services are presented in Attachment "AMD 4-1".

ADD the following paragraphs to **Article 7**:

**7. 10 Terminal Apron PCC Crack Repair and Joint Sealing Project –
Limited Construction Phase Services**

Compensation for limited construction phase services will be a lump sum fee of \$21,889.00. The lump sum fee is based on the scope items detailed in Attachment "AMD 4-1" and Attachment "AMD 4-2".

AMENDMENT NO. FOUR (4)

The following attachments are made part of this Agreement:

Attachment "AMD 4-1" Estimated Workhours and Summary of Fees (Article 7.10)
Attachment "AMD 4-2" Sub-Consultant Fee Proposal (Article 7.10)

All other provisions of the original Agreement remain unchanged.

OWNER:

Auglaize County Commissioners
209 S. Blackhoof Street, #201
Wapakoneta, Ohio 45895



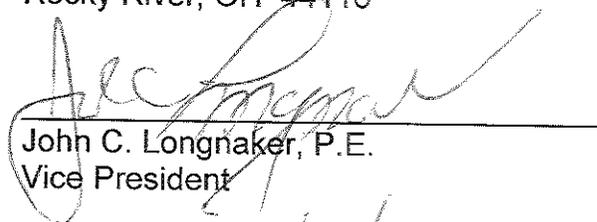
DATE: 9/8/09



Witness:

ENGINEER:

Delta Airport Consultants, Inc.
20545 Center Ridge Road #450
Rocky River, OH 44116



John C. Longnaker, P.E.
Vice President

DATE: 12/19/07

Witness:

ATTACHMENT "AMD 4-1"

**ESTIMATED WORKHOURS AND SUMMARY OF FEES
(ARTICLE 7.10)**

ATTACHMENT AMD. 4-1
Estimated Workhours - Article 7.10

Project Title: Terminal Apron PCC Crack Repair and Joint Sealing
 Construction Phase Services

Neil Armstrong Airport
 Wapakoneta, Ohio

AIP Project No. 3-39-0084-1209
 State Project No. Pending
 Delta Project No. OH 09032.02

Date: December 18, 2008

Description	No.	PRIN (hr)	PM (hr)	PD (hr)	Tech (hr)	Clerical (hr)	Field Rep (hr)
CONSTRUCTION OBSERVATION		21 Calendar Days					
Preconstruction Conference	1	0	8	0	0	0	0
Site Visits/Progress Meetings	2	0	16	0	0	0	0
Site Visits/Progress Meeting Notes	3	0	6	0	0	6	0
Construction Correspondence		0	4	0	0	6	0
Shop Drawing Review & Coordination		0	4	0	0	6	0
Review Contractor Pay Request	2	0	2	4	0	6	0
Owner Coordination		0	2	2	0	0	0
FAA/State Coordination		0	1	2	0	0	0
Pre-Final Inspection	None						
Final Inspection	1	0	8	0	0	0	0
Final Quantity Review		1	1	2	0	0	0
Basic Service Hours Subtotal:		1	52	10	0	24	0
SPECIAL SERVICES							
Contractor Coordination		0	8	1	0	0	0
Sub Consultant Coordination		0	4	1	0	1	0
Contract Forms & Coordination		0	1	2	0	1	0
FAA Pay Request/Budget Summary	2	0	2	4	0	4	0
Construction/Record Drawings		0	2	4	8	4	0
Final Project/Grant Closeout		0	2	8	0	2	0
Special Service Hours Subtotal:		0	19	20	8	12	0

**ATTACHMENT AMD. 4-1
Summary of Fees - Article 7.10**

Project Title: Terminal Apron PCC Crack Repair and Joint Sealing
Construction Phase Services

Neil Armstrong Airport
Wapakoneta, Ohio

AIP Project No. 3-39-0084-1209
State Project No. Pending
Delta Project No. OH 09032.02

Date: December 18, 2008

Description	Est Hrs	Hourly Rate	Est Cost	Fixed Fee	Totals
1 Work Hour Cost (w/Overhead)					
a) Basic Services					
Principal	1	\$149	149	22	
Project Manager	52	\$142	7,384	1,108	
Project Designer	10	\$74	740	111	
Technician	0	\$65	0	0	
Clerical & Administrative	24	\$67	1,608	241	
Subtotal:	87		\$9,881	\$1,482	\$11,363
b) Special Services					
Principal	0	\$149	0	0	
Project Manager	19	\$142	2,698	405	
Project Designer	20	\$74	1,480	222	
Technician	8	\$65	520	78	
Clerical & Administrative	12	\$67	804	121	
Field Representative	0	\$70	0	0	
Subtotal:	59		\$5,502	\$826	\$6,328
2 Reimbursable Expenses					
Travel & Miscellaneous			650	98	
Printing			500	75	
Quality Acceptance Testing Services (Hall's Testing and Consulting)			2,500	375	
Subtotal:			\$3,650	\$548	\$4,198
3 Estimate Cost & Fixed Fee			\$19,033	\$2,856	\$21,889

Article 7.10 Lump Sum Amount: \$21,889

ATTACHMENT "AMD 4-2"

**SUBCONSULTANT FEE PROPOSAL
(ARTICLE 7.10)**

P.O. Box 2907
Mansfield, Ohio 44905
Phone (419) 589-7907
Fax (419) 589-7933
E-Mail: BHall7491@tcoadl.com

Hall's Testing and Consulting, Inc.

AUGLAIZE COUNTY (NEIL ARMSTRONG) AIRPORT 2009

Terminal Apron Portland Cement Concrete Repair and Crack Sealing
Proposal 2009-06...February 12, 2009

FAA-AIP PROJECT NO. 3-39-0084-1209

DELTA PROJECT NO. OH 09032.02

INSPECTION SERVICES

Engineering Technician PCC Plant / Field Assurance
 3 Days @ \$800.00/Day.....\$2400.00
 Estimated Total Mileage 600 miles @ \$.60/Mile.....\$360.00
 2 Days Per Diem @ \$150.00/Day.....\$300.00
 Daily rate includes, overtime, supervision and travel time.

LABORATORY SERVICES

2 Design Review & Approvals PCC & I.S.M.....\$400.00
 6 Concrete Cylinders for Compressive Strength @ \$15.00/Each.....\$ 90.00
 2 Hrs. Data Review & Reporting @ \$50.00/Hr.....\$100.00
TOTAL LABORATORY & FIELD SERVICES **\$3650.00**

Delta Airport Consultants wish to employ Hall's Testing and Consulting, Inc. at the rate specified. Should additional work be necessary, notification will be given to Delta prior to the commencement of any additional work.

Signed _____ Title _____ Date _____

Witnessed _____ Title _____ Date _____

Should a P.O. number be required, please note when returning the signed proposal.

Respectfully Submitted,

Hall's Testing & Consulting, Inc.

Barbara "Bobbi" Hall
President

AMENDMENT NO. FIVE (5)

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

AUGLAIZE COUNTY COMMISSIONERS

THE OWNER

AND

DELTA AIRPORT CONSULTANTS, INC.

THE ENGINEER

DATE: June 5, 2009

AIP PROJECT NO. 3-39-0084-1309

DELTA PROJECT NO. OH 09097.01

**Install Runway 8 PAPI (P4L) & REIL Systems -
Design through Bidding Phase Services**

AMENDMENT NO. FIVE (5)
TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND ENGINEER

June 5, 2009

This Amendment No. Five (5), dated June 5, 2009, is made part of the Agreement for Professional Services dated April 10, 2008, between the Auglaize County Commissioners, the OWNER, and Delta Airport Consultants, Inc., the ENGINEER, for work at the Neil Armstrong Airport, Wapakoneta, Ohio.

The following revisions and/or additions are made to the original Agreement for Professional Services.

The scope of work to be covered by Amendment No. Five (5) shall be as follows:

**Install Runway 8 PAPI (P4L) & REIL Systems –
Design through Bidding Phase Services**

The ENGINEER will package the project plans, specifications and bid documents for the above referenced project.

ADD the following paragraphs to **Article 6**:

6.7 It is understood that the Engineer will proceed on the project after a notice-to-proceed from the Owner. The Engineer shall complete the packaging of project plans, specifications, bid documents, and bidding phase services within forty-five (45) calendar days after the notice-to-proceed.

ADD the following paragraphs to **Article 7**:

7. 11 Install Runway 8 PAPI (P4L) & REIL Systems – Design through Bidding Phase Services

Compensation for packaging through bidding will be a lump sum fee of \$ 36,103.00. The lump sum fee is based on the scope items detailed in Attachment "AMD 5-1" to include project plans, specifications, bid documents and bidding phase services.

AMENDMENT NO. FIVE (5)

The following attachments are made part of this Agreement:

Attachment "AMD 5-1" Estimated Workhours and Summary of Fees (Article 7.11)

All other provisions of the original Agreement remain unchanged.

OWNER:

Auglaize County Commissioners
209 S. Blackhoof Street, #201
Wapakoneta, Ohio 45895



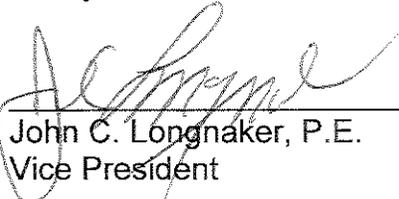
DATE: 9/8/09



Witness:

ENGINEER:

Delta Airport Consultants, Inc.
20545 Center Ridge Road #450
Rocky River, OH 44116



John C. Longnaker, P.E.
Vice President

DATE: 6/8/09



Witness:

ATTACHMENT "AMD 5-1"

**ESTIMATED WORKHOURS AND SUMMARY OF FEES
(ARTICLE 7.11)**

ATTACHMENT AMD. 5-1
Estimated Workhours - Article 7.11

Project Title: Install Runway 8 PAPI & REIL Systems
 Design Through Bidding Services

Neil Armstrong Airport
 Wapakoneta, Ohio

AIP Project No. 3-39-0084-1309

Delta Project No. OH 09097.01

Date: June 5, 2009

Description	No.	PRIN (hr)	PM (hr)	PD (hr)	Tech (hr)	Clerical (hr)
PLANS						
Cover Sheet and Summary of Quantities	1	0	1	1	4	2
General Layout and Notes	1	0	2	2	4	2
Phasing Layout, Notes & Details	1	0	4	1	4	2
PAPI and REIL Layout	1	0	2	4	8	0
PAPI and REIL Details	1	0	2	4	8	0
Electrical Vault Layout & Lighting Control Diagram	1	0	1	4	8	0
	6					
DESIGN						
PAPI/REIL Grading Design/Criteria Analysis		0	2	1	4	1
Electrical/Lighting Control Design		0	0	4	1	0
Electrical Vault Design		0	0	2	1	0
PAPI/REIL Design		0	8	4	2	0
PAPI/REIL Obstruction Analysis (using ex405 data)		0	8	4	2	1
Design Correspondence		0	2	2	1	2
Final Design Engineering Report	1	0	8	2	2	4
Quantities		0	1	2	1	0
Estimates		0	2	0	0	0
Specifications		0	8	8	0	16
Design Meetings/Site Visits	1	0	8	0	0	2
Quality Control Reviews		2	1	0	0	0
BIDDING						
Bid Preparation (Advertisement by Owner)		0	1	1	0	4
Pre-Bid Meeting (none planned)		0	0	0	0	0
Bidder Questions & Addenda		0	4	2	1	2
Bid Opening	1	0	8	0	0	0
Bid Tabulation		0	1	0	0	1
Basic Service Hours Subtotal:		2	74	48	51	39
SPECIAL SERVICES						
Coordinate Subcontracted External QC Review		0	1	0	1	1
Owner Coordination		0	2	2	0	2
FAA ADO & State Coordination		0	2	2	0	0
FAA ANI/AF Coordination		0	2	2	0	0
Utilities Coordination		0	2	0	0	0
Authority/Commission Meetings	1	0	8	0	1	2
Bid Alternates Development		0	1	1	1	2
7460 Preparation		0	1	1	1	1
AFD & Approach Plate Update Assistance		0	2	1	0	0
Update ALP (for final project geometry)		0	1	1	4	1
FAA Project/Grant App. and Qtrly. Reports	3	0	2	8	0	3
FAA Pay Requests and Closeout Paperwork	6	2	4	8	0	6
Special Service Hours Subtotal:		2	28	26	8	18

**ATTACHMENT AMD. 5-1
Summary of Fees - Article 7.11**

Project Title: Install Runway 8 PAPI & REIL Systems
Design Through Bidding Services

Neil Armstrong Airport
Wapakonefa, Ohio

AIP Project No. 3-39-0084-1309

Delta Project No. OH 09097.01

Date: June 5, 2009

Description	Est Hrs	Hourly Rate	Est Cost	Fixed Fee	Totals
<u>Work Hour Cost (w/Overhead)</u>					
<u>Basic Services</u>					
Principal	2	\$149	298	45	
Project Manager	74	\$142	10,508	1,576	
Project Designer	48	\$74	3,552	533	
Technician	51	\$65	3,315	497	
Clerical & Administrative	39	\$67	2,613	392	
Subtotal:	214		\$20,286	\$3,043	\$23,329
<u>Special Services</u>					
Principal	2	\$149	298	45	
Project Manager	28	\$142	3,976	596	
Project Designer	26	\$74	1,924	289	
Technician	8	\$65	520	78	
Clerical & Administrative	18	\$67	1,206	181	
Subtotal:	82		\$7,924	\$1,189	\$9,113
<u>Reimbursable Expenses</u>					
Travel & Miscellaneous			950	143	
Printing (incl bidding)			1,200	180	
Constructability Review			1,080	108	
Bid Advertisement					
			By sponsor		
Subtotal			\$3,230	\$431	\$3,661
<u>Estimate Cost & Fixed Fee</u>			\$31,440	\$4,663	\$36,103

Article 7.10 Lump Sum Fee:	\$36,103
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IN THE MATTER OF APPROVING THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-1309; AUTHORIZING PAYMENT OF THE LOCAL MATCH BY THE COUNTY; AUTHORIZING THE EXECUTION OF SAME BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of September, 2009.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio, has received a Grant offer issued by the authority of the Administrator of the Federal Aviation Administration (FAA) on behalf of the United States to pay the Government's share of the allowable project costs of AIP Project No. 3-39-0084-1309, up to a maximum of \$94,687.00 for the Rehabilitation of Terminal Apron (Phase 2 – Crack Seal); Install Navigational Aids (Runway 8 Precision Approach Path Indicators and Runway End Identifier Lights – Design Only) at the Neil Armstrong Airport as set forth in the offer for the subject project.; and,

WHEREAS, an Attachment A, "Special Conditions" has been included in the grant document as forwarded by the FAA to the Board of County Commissioners; and,

WHEREAS, a local match of funding in the amount of \$4,983.00 is required for this grant with the Board of County Commissioners agreeing to assume payment of said match; and,

WHEREAS, it is necessary for the Board of Auglaize County Commissioners, serving as sponsors for the grant, to execute the grant offer with Attachment A document.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Federal Aviation Administration Grant offer for the AIP Project No. 3-39-0084-1309 in the amount of \$94,687.00 as presented; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the payment of the local match of \$4,983.00 to be made with County funds; and,

BE IT FURTHER RESOLVED that said Board does authorize the President of the Board of Auglaize County Commissioners, Douglas A. Spencer to execute the grant offer document with Attachment A, on behalf of said Board of County Commissioners and the Neil Armstrong Airport Authority..

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

Adopted this
8th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

- cc: FAA, Detroit Airports District Office –
John L. Mayfield, Jr., Acting Manager
- ✓ Co. Administrator – Joseph R. Lenhart
- ✓ Delta Airport Consultants, Inc. – Rick Grice
- ✓ Auglaize County Airport Authority



GRANT AGREEMENT

Date of Offer: August 28, 2009 **Recipient:** Auglaize County Commissioners, Ohio (herein called the "Sponsor")

Project No.: 3-39-0084-1309 **Airport:** Neil Armstrong Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION (FAA), FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety-five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Rehabilitate Terminal Apron (Phase 2 – Crack Seal); Install Navigational Aids (Runway 8 Precision Approach Path Indicators and Runway End Identifier Lights – Design Only)"

as more particularly described in the Project Application, dated June 16, 2009.

The maximum obligation of the United States payable under this Offer shall be **\$94,687.00** for airport development.

This Offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this Offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Acting Manager, Detroit Airports District Office

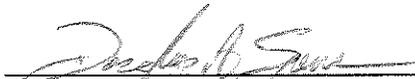
SPECIAL CONDITIONS

See Attachment A.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the June 2005 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on August 16, 2005.

Executed this 24 day of September, 2009



Signature of Sponsor's Designated Official Representative

Auglaize County Commissioners, Ohio
Sponsor / Seal

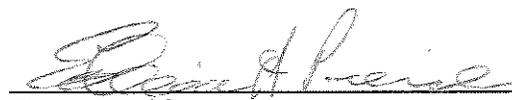
President

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Edwin A. Pierce, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of Ohio. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and the Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Executed this 24th day of September, 2009



Signature of Sponsor's Attorney

ATTACHMENT A: SPECIAL CONDITIONS

1. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment. The sponsor must check the facility, including instrument landing systems, prior to commissioning to assure it meets the operational standards. The sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment except for instrument landing systems.
2. Trafficking In Persons:
 - (a) **Provisions applicable to a recipient that is a private entity.**
 - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not: (i) engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; or (iii) use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity: (i) is determined to have violated a prohibition in Paragraph (a)(1) of this award term; or (ii) has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in Paragraph (a)(1) of this award term through conduct that is either: (A) associated with performance under this award; or (B) imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - (b) **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - (1) Is determined to have violated an applicable prohibition in Paragraph (a)(1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in Paragraph (a)(1) of this award term through conduct that is either: (i) associated with performance under this award; or (ii) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - (c) **Provisions applicable to any recipient.**
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in Paragraph (a)(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in Paragraph (a)(2) or (b) of this section:
 - (i) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and (ii) is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of Paragraph (a)(1) of this award term in any subaward you make to a private entity.
 - (d) **Definitions.** For purposes of this award term:
 - (1) "Employee" means either: (i) an individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or (ii) another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) "Private entity": (i) means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and (ii) includes: (A) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and (B) a for-profit organization.
 - (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

IN THE MATTER OF AWARDING THE BID FOR THE NEIL ARMSTRONG AIRPORT TERMINAL APRON REPAIR AND CRACK SEALING PROJECT TO PS CONSTRUCTION FABRICS, INC. AS RECOMMENDED BY DELTA AIRPORT CONSULTANTS, INC.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of September, 2009.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, on February 12, 2009 (Reso. #09-63), the Board of County Commissioners received bids for the Terminal Apron PCC Crack Repair & Joint Sealing Project as proposed for the Neil Armstrong Airport, which is to be completed using Federal Aviation Administration grant funding and local match money; and,

WHEREAS, the bids were reviewed and compared by the engineering firm of Delta Airport Consultants, Inc. and the County Airport Authority; and,

WHEREAS, the recommendation was given to the Board that the bid award for the project so named above be given to PS Construction Fabrics, Inc. with said award being made in the total amount of \$81,161.75 which consists of Base bid, \$40,483.75 – FAA Grant #3-39-0084-1209 and Additive No. 1, \$40,678.00 – FAA Grant #3-39-0084-1309.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby award the bid for the Terminal Apron PCC Crack Repair & Joint Sealing Project as proposed for the Neil Armstrong Airport, the base bid plus Additive #1, as recommended by Delta Airport Consultants, Inc., to PS Construction Fabrics, Inc. in the total amount of \$81,161.75; and,

BE IT FURTHER RESOLVED, that a contract, between the Board of Auglaize County Commissioners and PS Construction Fabrics, Inc, for the above mentioned project. has been presented to the Board of County Commissioners for its approval and execution by the President of said Board; and,

BE IT STILL FURTHER RESOLVED that the Board of Auglaize County Commissioners does approve the contract as presented and does authorize Douglas A. Spencer, as President of said Board, to execute same.

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

Adopted this
8th day of
September 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: Auglaize County Airport Authority –
Todd Kitzmiller, President
Delta Airport Consultants, Inc.
PS Construction Fabrics, Inc.

JUL 15 2009

CONTRACT

THIS AGREEMENT made and entered into this 8th day of Sept, 2009, by and between the **Board of Auglaize County Commissioners** (hereinafter called the Owner) and **PS Construction Fabrics, Inc.** (hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein mentioned in his/her proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good, firm, substantial, and workmanlike manner, the work specified in strict conformity with the Drawings, and the Specifications hereinafter set forth. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal, for **Terminal Apron PCC Crack Repair and Joint Sealing Project**. The Contractor shall commence the work with adequate force and equipment on a date to be specified in a written order of the Owner and shall complete the work within **thirty (30) calendar days** from and including said date. The Contractor shall fully guarantee his/her workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period. As a condition of final acceptance, the Contractor shall have executed, and submit to the Owner, the "Warranty of Construction" and the "Lien and Claims Release" forms that have been attached to this contract document.

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages and not as a penalty, the amount of one thousand five hundred dollars (\$1,500.00) per calendar day for each and every part of a day thereafter that said work remains substantially incomplete.

The Owner shall pay and the Contractor shall receive the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished and done by the Contractor **Estimated Total: \$81,161.75 Eighty One Thousand, One Hundred Sixty One dollars and seventy five cents.** (Base Bid: \$40,483.75 - FAA Grant # 3-39-0084-1209 and Additive No. 1: \$40,678.00 - FAA Grant #: 3-39-0084-1210), ^{1309 9/22} based on the quantities completed in an acceptable manner, which sum shall be paid in the manner and terms specified in the Contract Documents, but, before issuance of certificates of payments if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages such amount or amounts as may be necessary to pay

CONTRACT

just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claim. Items of work called out in the plans or specifications, that are not specifically listed in the bid form, shall be considered as incidental to a listed bid item(s), or to the project as a whole.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the first party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the second party shall at its expense, within five days after the receipt of notice from the first party so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

In the event that it should become necessary, any question or controversy regarding formation, construction, interpretation, validity, and enforcement of this Agreement, and the rights or obligations of the signatory parties hereto, shall be resolved only by lawfully instituted proceedings in the Common Pleas Court of the County of Auglaize, Ohio, and the substantive law of the State of Ohio or federal law, where applicable, shall govern resolution of any such question or controversy. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.

The President of the Auglaize County Board of Commissioners was authorized to sign this agreement on behalf of said Board of Commissioners by resolution of said Board adopted on the 8th day of September 2009.

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate, the 8th day of Sept 2009.

OWNER:

Board of Auglaize County Commissioners
209 S. Blackhoof St. #201
Wapakoneta, Ohio 45895

ATTEST:

Conner Cochran

Douglas A. Spencer
Douglas A. Spencer
President

CONTRACTOR:

PS Construction Fabrics, Inc.
10361 Pifer Road
Wadsworth, Ohio 44281

ATTEST:

Jane G. Miller

William E. Leahy, Pres.
William E. Leahy
William E. Leahy
Vice-President – Sales

(SEAL)

Approved As To Form

Executed in Quadruplicate

BY: *Edward [Signature]*
(Owner's Attorney)

IN THE MATTER OF AUTHORIZING A POSITION RE-ACTIVATION TO THE TABLE OF ORGANIZATION FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of September, 2009.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Michael S. Morrow, Director of the Auglaize County Department of Job & Family Services informed the Board of County Commissioners that the position of Eligibility/Referral Specialist 2 (Position Control Number 10201.0) is to be re-activated to the Table of Organization within the Public Assistance Unit of the Auglaize County Department of Job and Family Services; same to be effective immediately.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the re-activation of the classification of the Eligibility/Referral Specialist 2 (Position Control Number 10201.0) to the current Table of Organization within the Public Assistance Unit, same being effective immediately, of the Auglaize County Department of Job & Family Services.

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

Adopted this
8th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: County Department of Job & Family Services –
Michael Morrow

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of September, 2009.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
331272	319.86	Telephone Service Company
331274	675.96	Powell Company
331275	698.08	Brown's Supply
331307	761.88	Harbor Linen
331308	2938.58	Kids Kastle
331309	985.91	Dickerson
331320	129.88	Ocelco
331331	2000.00	Lois Napier
331333	11300.01	The Alvis House
331335	451.00	DDC Rehab, Inc.
331335	13500.00	DDC Rehab, Inc.
331335	24000.00	DDC Rehab, Inc.
331337	483.18	Imaginative Beginnings
331377	333.09	Nickles Bakery
331386	191.04	First Call Auto
331394	139.81	First Communications
331397	1049.04	Key Supply
331413	734.62	Trinity United Church
331415	1683.65	Christine Lochard
331422	3491.08	Beeber Pharmacies
331428	234.85	Wasserstrom Company
331439	165.00	KJT Properties
331456	463.82	Prairie Farms

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

Adopted this
9th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

cc: County Auditor