

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Dutton (vacation)

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,085,062.31

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A06.011 Contracts-Services	\$150,000.00
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0131-A006-A08.000 Food	\$100,000.00

H05 WORKFORCE DEVELOPMENT FUND/BCDJES

FROM	TO	AMOUNT
E-2600-H005-H02.000 Out-of-School Youth	E-2600-H005-H01.000 In-School Youth	\$20,000.00

P03 WWS #2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3701-P003-P17.002 Salaries	E-3701-P003-P32.074 Transfers-Out	100,000.00
E-3701-P003-P25.000 Purchased Water	E-3701-P003-P32.074 Transfers-Out	250,000.00

P51 SSD #1 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3704-P051-P01.002 Salaries	E-3704-P051-P16.074 Transfers-Out	\$30,000.00
E-3704-P051-P09.000 Sewage Disposal	E-3704-P051-P16.074 Transfers-Out	\$50,000.00

P55 SSD #3A REVENUE (PEN WOOD) FUND/BCSSD

FROM	TO	AMOUNT
E-3706-P055-P01.002 Salaries	E-3706-P055-P20.074 Transfers-Out	\$9,000.00
E-3706-P055-P07.011 Contract Services	E-3706-P055-P20.074 Transfers-Out	\$12,000.00

P56 SSD #3B REVENUE (DEEP RUN) FUND/BCSSD

FROM	TO	AMOUNT
E-3707-P056-P01.002 Salaries	E-3707-P056-P16.074 Transfers-Out	\$5,400.00
E-3707-P056-P02.010 Supplies	E-3707-P056-P16.074 Transfers-Out	\$1,800.00
E-3707-P056-P03.012 Equipment	E-3707-P056-P16.074 Transfers-Out	\$1,900.00
E-3707-P056-P05.000 Material	E-3707-P056-P16.074 Transfers-Out	\$1,600.00
E-3707-P056-P06.000 Contract Repairs	E-3707-P056-P16.074 Transfers-Out	\$1,000.00
E-3707-P056-P07.011 Contract Services	E-3707-P056-P16.074 Transfers-Out	\$3,900.00
E-3707-P056-P09.000 Sewage Disposal	E-3707-P056-P16.074 Transfers-Out	\$8,800.00
E-3707-P056-P13.003 PERS	E-3707-P056-P16.074 Transfers-Out	\$1,700.00
E-3707-P056-P15.000 Other Expenses	E-3707-P056-P16.074 Transfers-Out	\$8,800.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S65.000 Indirect Costs	\$1,330.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Travel/St/ Dev.	\$2,600.00

S79 CERTIFICATE OF TITLE ADMIN FUND

FROM	TO	AMOUNT
E-6010-S079-S03.010 Title Supplies	E-6010-S079-S10.074 Transfers Out	\$5,000.00

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-9016-N016-N04.055 Projects	E-9016-N016-N10.074 Transfers Out	\$272,152.02
E-9023-N023-N04.055 Projects	E-9023-N023-N18.074 Transfers Out	\$328,384.02
E-9023-N023-N08.010 Materials	E-9023-N023-N18.074 Transfers Out	\$87,995.88

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers between funds as follows:

S79 CERTIFICATE OF TITLE ADMIN FUND AND THE GENERAL FUND/CLERK OF COURTS

FROM	TO	AMOUNT
E-6010-S079-S10.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$5,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE

N23 SSD #1 CAPITAL IMPROVEMENTS FUND/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 26, 2017:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

N23 SSD #1 Capital Improvements Fund

(Various POs)	E-9023-N023-N04.055	Contract-Projects	\$5,557.37
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of July 26, 2017:

N16 WWS #2 – CAPITAL IMPROVEMENTS FUND

E-9016-N016-N10.074	Transfers Out	\$1,441.14
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N23 SSD #1 CAPITAL IMPROVEMENTS FUND

E-9023-N023-N18.074	Transfers Out	\$5,400.73
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P57 SSD #3C – HUNTERS RUN FUND

E-3708-P057-P16.074	Transfers Out	\$3,430.18
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Thomas, seconded by Mr. Meyer to execute payment of Then and Now Certification dated July 26, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Meyer granting permission for county employees to travel as follows:

AUDITORS-Andrew Sutak and Larry Craig to Findlay, OH, on July 27, 2017, to meet with the County Appraiser. A county vehicle will be used for travel.

SENIORS-Donna Steadman to Cadiz, OH, on August 31, 2017, for a senior outing to Bison Ranch & Coal Museum. Sue Hines to Wheeling, WV, on August 8, 2017, for a senior outing to Wheeling Fish Market. Sue Hines to New Concord, OH, on August 10, 2017, for a senior outing to the John Glenn Museum & Antiques and to K-Mart and Theo's in Cambridge, OH. Donna Steadman to Moundsville, WV, on August 10, 15, 22 & 29, 2017 for a senior outing to the Four Seasons Pool. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 19, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF ACCEPTING THE RESIGNATION OF PART-TIME COOK TYRA MCENDREE/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation of Part-Time Senior Services of Belmont County Cook Tyra McEndree, effective 7/19/17.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF ACCEPTING THE RESIGNATION OF JOHN WINLAND, PART-TIME DRIVER/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation of John Winland, Part-Time Driver for Senior Services of Belmont County, effective July 19, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF HIRING KEITH BARATIE AS PART-TIME DRIVER/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Keith Baratie as a part-time Driver for Senior Services of Belmont County, effective August 7, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
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Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ENTERING INTO AGREEMENT
WITH WDC GROUP, LLC/FORMER JAIL STRUCTURE**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into agreement with WDC Group, LLC, for cleaning and restoration of rehabilitation area adjacent to Belmont County Courthouse, including but not limited to former jail structure.

 **AIA™ Document B104™ – 2007**

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the day of _____ in the year _____ date signed by the Owner at the end of this Agreement
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Commissioners of Belmont County, Ohio
101 West Main Street
St. Clairsville, Ohio 43950
Telephone Number: 740.699.2155

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

WDC Group, LLC
21 West Broad Street, Suite 800
Columbus, Ohio 43215
Telephone Number: 937.325.9991; Fax Number: 937.325.9804

for the following Project:
(Name, location and detailed description)

Belmont County Former Jail Structure Restoration
St. Clairsville, Ohio 43950

Cleaning and restoration of rehabilitation area adjacent to Belmont County Courthouse, including but not limited to former Jail Structure.

The Owner reserves the right to add additional scope and services as further improvements are identified and funds are available. The parties will negotiate a reasonable compensation for these services and amend this Agreement in writing to include the additional services and compensation.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	ADDITIONAL SERVICES
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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Owner's initial budget for the Project (including construction and design fees) is **\$90,000** and the Architect will perform its services based upon the Owner's budget. The Owner's budget is subject to change in the Owner's sole discretion. Throughout the term of this Agreement the Architect will perform its services based upon the Owner's then-current budget.

The proposed procurement or delivery method for the Project is competitive bidding as required by the Ohio Revised Code and other procurement consistent with legal requirements applicable to the Owner based upon the size of the Project or Projects.

The estimated construction cost for any permanent improvement project will be developed at the time the Architect is asked to provide services. The parties will develop a schedule acceptable to both of them for design and construction of each scope of work covered by this Agreement.

The Architect commits the following staff and consultants to the Project:

Staff: Project Executive: Chris Widener
Project Manager: Jason Funderburg

Other staff will be identified as needed for each permanent improvement project.

Consultants:
Masonry Restoration Technologies & Services, LLC: Bill Walters, Project Manager
Clark Resler Engineering: Daniel Clark, Project Manager
Point One Design: Dave Ulliman, Project Manager

The Owner's Representative for the Project for routine daily communication and information needed by Architect is Jack Regis, Facilities Manager; Telephone: 740-310-3402 (Cell); Email: jack.regis@co.belmont.oh.us

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar

circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3-3, Exhibit A, and Exhibit B hereto, and include usual and customary architectural, civil, structural, mechanical, plumbing, technology, and electrical engineering services. Basic Services provided will be appropriate for the improvement project. In addition to the Basic Services described in this Article 3, Architect will provide additional construction administration services for both the pre-construction (or design) and construction phases, as described in Exhibit A, which is attached to and included in this Agreement by reference. If there are changes to these additional construction administration services for any individual improvement or project for which Architect is asked to provide services, the parties will include those changes in the amendment to this Agreement that defines the scope of services, improvements to be designed and constructed, and fees for those services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall consult with the Owner to develop the scope for the Project, and review laws, codes, and regulations applicable to the Architect's services. Refer to Exhibit A for additional services provided by the Architect during this phase.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings-drawings, elevations, specifications, and other documents appropriate for the Project-Project, and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in ~~awarding and preparing contracts for construction~~, preparing a Project Manual to be issued to bidders. The Architect shall assist the Owner and Owner's legal counsel in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions); all of these documents are referred to as the "front end construction contract documents." The front end construction contract documents included in the Project Manual will be provided by the Owner's legal counsel, and the Architect will work with the Owner's legal counsel and the Owner to prepare the documents in a final form appropriate for the Project for inclusion in the Project Manual issued to bidders. The Architect shall compile the front end documents prepared by Owner's legal counsel, the approved Drawings and Specifications and other approved Project documents prepared by the Architect, as well as the other front end construction contract documents into the Project Manual.

§ 3.3.5.1 The Architect shall assist the Owner in soliciting bids for the Work, in conformance with applicable requirements of the Ohio Revised Code, from prospective contractors; evaluating responsiveness of bids and the responsibility of the bidders for the work; determining the lowest responsible bid for the work, if any; and awarding and preparing contracts for construction. As soon as possible after the award of the contracts by the Owner, the Architect shall coordinate with the Owner's legal counsel to prepare the contract(s) for execution by the Contractor(s), using the contract form included with the front end construction contract documents. The Architect shall coordinate obtaining signatures of the Contractors, delivering the executed contracts to the Owner for approval and execution, and returning an original copy to each Contractor of its contract.

§ 3.3.5.2 COMPETITIVE BIDDING

§ 3.3.5.2.1 The Contract Documents will define the bidding requirements and will include required Project forms, all of which will be published in the Project Manual prepared for the Project and provided to bidders.

§ 3.3.5.2.2 The Architect shall assist the Owner in soliciting bids for the Project by:

1. identifying a reprographer and coordinating with that company to define responsibilities for the reproduction of Contract Documents for distribution to prospective bidders;
2. working with the reprographer to distribute the Contract Documents to prospective bidders, requesting their return to the reprographer upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders (unless documents are provided electronically with or without the use of a reprographer);
3. organizing and conducting a pre-bid conference for prospective bidders;
4. in cooperation with Owner's legal counsel, preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Contract Documents to all prospective bidders in the form of addenda;
5. considering requests for substitutions, if the Contract Documents permit substitutions, and preparing and distributing addenda identifying approved substitutions to all prospective bidders;
6. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bid results, as directed by the Owner;
7. evaluating the bids received, in coordination with representatives of the Owner, and preparing a recommendation to the Owner for award of contracts for the Work;
8. working with Owner's legal counsel, coordinate the contract signing process, including obtaining all required documentation from the successful bidders for the Work, and working with the Owner's representatives and its legal counsel to return bid guarantees to unsuccessful bidders, and to provide

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information needed to prepare the notices to surety and surety agent and the notice of commencement required by the Ohio Revised Code.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, Scope, as modified by the Owner and the Architect unless the parties agree on a different form of contract and general conditions for the Work. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Refer to Exhibit A for additional construction administration services to be provided by Architect during the construction phase.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section shall relieve the Architect of its duty to use reasonable care to endeavor to protect the Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Notwithstanding the foregoing, the Architect will coordinate a meeting with the Contractors prior to the expiration of the one-year period for correction of Work as a Basic Service and will participate in the meeting and work with the Owner to address any issues identified during the meeting.

§ 3.4.1.4 Communication with Contractors. The Architect agrees to act as the representative of the Owner in connection with any communication by or with the Contractors; in most situations, communications from the Contractors to the Architect and from the Architect to the Contractors will be issued through the Architect. Notwithstanding anything to the contrary in this Agreement, the Owner has not relinquished its right to communicate with Contractors directly. The Owner acknowledges, however, that all direction for the prosecution of the Work to Contractors must be initiated by the Architect and that any comments with respect to the Project from individual members of the Owner or its staff shall be directed to the Owner's Contact identified on page 1 of this Agreement for communication to the Architect. The Architect shall not be responsible for any acts or omissions of the Contractors resulting from such communications made directly by the Owner. Unless and until the Architect is notified that the Owner's Contact has changed, the Owner's Contact for purposes of official notifications required related to the Project and this Agreement is the Owner's Representative.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect's observations shall include final testing and start-up of equipment included in the project scope. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Nothing in this section shall relieve the Architect of its duty to use reasonable care to endeavor to protect the Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect shall keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of the Architect's response, and a summary of the response. The Architect shall keep all correspondence and documentation related to such requests organized in a systematic manner and shall make such documentation available to the Owner upon the Owner's request.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect, unless the Owner and Contractor designate another person to do so, shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. The Architect's initial decision on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect, shall be subject to mediation and further dispute resolution as provided in this Agreement and in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The Architect shall decline to certify the final payment application to the extent the Contractor has not submitted appropriate waivers of claim or other documents required by the Contract Documents. Notwithstanding the foregoing, the Architect has discretion to adjust the amount certified when missing documentation is deemed by the Architect, in consultation with the Owner's Representative, to be relatively inconsequential or beyond the control of the Contractor such that holding all payment for those items would be detrimental to the Project or unfair to the Contractor.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.3.3 Consistent with its standard of care, the Architect will advise the Owner in writing, which writing may consist of notations in the job progress meetings, at the time of the delivery of each certification for payment of any defects or problems with respect to the Work, which can be reasonably observed in the course of the Architect's observations, given the stage of completion of the Work. The Architect shall decline to certify the final payment application to the extent the Contractor has not submitted any waivers of claim under the Ohio Mechanic's Lien laws or other documents required by the Contract Documents for labor and/or materials listed on the attachment to the Contractor's previous Application for Payment or other documents required by the Contract Documents. Notwithstanding the foregoing, the Architect shall have discretion to adjust the amount certified when missing documentation is deemed by the Architect, in consultation with the Owner's representative, to be relatively inconsequential or beyond the control of the Contractor such that holding all payment for those items would be detrimental to the Project or unfair to the Contractor.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

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Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. In no event shall the Architect's approval be construed to waive, alter, or amend the Contractor's obligation to provide what is required or reasonably implied by the Contract Documents, and in no event shall the Architect be responsible for the Contractor's failure to provide what is required by the Contract Documents.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect will review costs proposed by Contractors for changes to the Work and negotiate a reasonable cost for the change, which will be documented by written change order and approved by the Owner.

§ 3.4.5.1 The Architect shall maintain a record of all change orders for the Project that shows the status of each change order, identifies potential change orders and includes the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the contractor for the Work, and the number of days approved by the Architect and Owner to accomplish the Work. The Architect shall furnish an updated copy of the change order record to the Owner upon request.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; prepare a list of incomplete or unsatisfactory items and a schedule for their completion for each Contractor; conduct a final review of the Work; evaluate completion of the Work included on the punch list; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. To the extent a Contractor has not completed its Work or there are defects or non-conforming Work following the date for Substantial Completion, the Architect in its role as design professional shall communicate with the Contractor and monitor its progress to complete its Work and correct any defective or non-conforming Work. When each Contractor achieves final completion of its Work, the required documentation referenced above and in Section 3.4.3.3 will include affidavits of payment to evidence waiver of lien claim rights under the Ohio Mechanic's Lien Law from the Contractor's major subcontractors and suppliers and consent of surety to final payment provided by the Contractor's surety.

§ 3.4.6.1 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings

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of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement. If the Owner requests a service not indicated as being included in Basic Services or shown as not provided, the parties will negotiate a reasonable compensation for that service and will sign a written amendment to this Agreement to add the services and related compensation. (Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

4.1.1 As set forth in Exhibit A.

§ 4.2 Other Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

~~§ 4.2.1 The Architect has included in Basic Services (---) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.1 Prior to providing any Additional Services not previously agreed upon and contained in an amendment to this Agreement, Architect will provide Owner with written notice of the Additional Service(s) to be performed and will seek Owner's written approval prior to beginning performance any such Additional Service(s). The Owner has discretion to approve or reject any such proposed Additional Service.~~

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives accepted by the Owner. This work would be prepared by the Architect at the request of the Owner as an Additional Service.

~~§ 4.2.3 If the services covered by this Agreement have not been completed within (---) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. This Agreement will continue as long as the Owner wishes to use the services of the Architect for the Project.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the information necessary to develop a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as soils, structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. In the event of termination of this Agreement for whatever reason, the Architect grants the Owner a nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, as permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.~~

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, ~~but in~~

~~any case not more than 10 years after the date of Substantial Completion of the Work, law.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope-~~Scope, as modified by the Architect and Owner, unless the parties agree on a different form of contract and general conditions for the Work.~~ The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be ~~administered by the American Arbitration Association conducted in accordance with its Construction Industry Mediation Procedures of the American Arbitration Association (unless the parties agree to another process) in effect on the date of the Agreement.~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. ~~Notwithstanding the foregoing, the parties agree that neither will request mediation with the American Arbitration Association until notice of the request for mediation has been provided to the other party and the parties have been unable to agree upon an independent mediator in a reasonable amount of time.~~

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction as defined in Section 10.
- Other (Specify)

§ 8.3 ARBITRATION [Section 8.3 and all related subsections are deleted]

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER [Section 8.3.4 and all related subsections are deleted]

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. The parties agree that jurisdiction for any disputes that arise in connection with this Agreement that are not settled through mediation shall be the Court of Common Pleas for the county in which the Project is located or another local court having subject matter jurisdiction. The parties agree to waive any rights to remove any such disputes to federal court.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as modified by the Owner and Architect, unless the parties agree to use a different form of agreement and general conditions.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, other.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, the Architect shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for the Architect's Basic Services will be defined for the permanent improvement project as below:

Invoices will be submitted by the Architect detailing services provided during each month by the Architect.

The Architect will be paid based on the actual construction cost for the Work, broken down as follows:
Basic Services 7.75 % of the actual construction cost of the Work.

Fees will be billed based on the Architect's Estimate until actual construction costs are determined by acceptance of bids by the Owner. Once actual construction costs are determined, then the prior fees that have been paid shall be adjusted at the time of the next payment to Architect to account for any differences between the Architect's Estimate and actual construction costs.

Once a budget estimate for construction project or projects is approved by the Owner, a lump sum fee may be agreed to by both parties, and documented as an amendment to this contract.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

For 4.1.1 Services:

Additional Services as set forth in **Exhibit A2, 9%** of the actual construction cost of the Work.

Fees will be billed based on the Architect's Estimate until actual construction costs are determined by acceptance of bids by the Owner. Once actual construction costs are determined, then the prior fees that have been paid shall be adjusted at the time of the next payment to Architect to account for any differences between the Architect's Estimate and actual construction costs.

Once a budget estimate for construction project or projects is approved by the Owner a lump sum fee may be agreed to by both parties, and documented as an amendment to this contract.

§ 11.3 For Additional Services beyond those identified under **§ 11.2, above**, that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated by the parties as needed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

11.5.1 Schematic Design Phase	twenty	percent (20	%)
11.5.2 Design Development Phase	twenty	percent (20	%)
11.5.3 Construction Documents Phase	thirty-five	percent (35	%)
11.5.4 Bidding/Negotiation	five	percent (5	%)
11.5.5 Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal	\$195.00/hour
Principal Architect/Project Manager	\$135.00/hour
Project Architect	\$110.00/hour
Intern Architect	\$75.00/hour
Technical/Draftsman/Clerical	\$65.00/hour

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are included in the compensation for Basic Services described in Section 11.1; in addition to compensation for Basic and Additional Services and include Services, if approved in advance by the Owner, the Architect may be reimbursed for expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- ~~3~~ Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~4~~ ~~2~~ Printing, reproductions, plots, standard form documents;
- ~~5~~ ~~3~~ Postage, handling and delivery;
- ~~6~~ ~~4~~ Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- ~~7~~ ~~5~~ Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~8~~ ~~6~~ Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- ~~9~~ ~~7~~ All taxes levied on professional services and on reimbursable expenses;
- ~~10~~ ~~8~~ Site office expenses; and
- ~~11~~ Other similar Project-related expenditures, ~~9~~ Other similar Project-related expenditures.
- ~~12~~ Rental costs of equipment such as mechanical lifts and laboratory testing of building materials necessary during the Historic Structure Analysis phase of the project, and approved by the Owner prior to incurring these costs.

The parties anticipate that items ~~1~~ and ~~2~~ are Project expenses that will be paid directly by the Owner. To the extent that postage, handling, and delivery, as described in item ~~3~~, are related to distribution of Contract Documents to bidders and to the successful bidders for Work, this cost is a Project expense.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

This section is deleted.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % (ten percent per annum, simple interest)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

init.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Non-Discrimination. The Architect and its consultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origins, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

§ 12.2 Ethics. The Architect certifies that it is aware of the ethics responsibilities contained in Ohio Revised Code Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

§ 12.3 The Architect shall maintain the following insurance for the duration of this Agreement, if any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost required for the Project:

- 1. General Liability -- \$1,000,000.00 each occurrence; \$2,000,000 general aggregate
- 2. Automobile Liability -- \$1,000,000.00 combined single limit
- 3. Workers' Compensation -- as required by Ohio law
- 4. Professional Liability -- \$1,000,000 per claim

§ 12.4 Limitation of Liability. The Owner recognizes that the Architect's fee includes allowances for funding a variety of risks that potentially may affect the Architect by virtue of the Architect's agreement to perform services on the Owner's behalf. Owner recognizes that there is potential for human error by Architect, which is also a potential risk for services provided by the Architect. In order for Owner to obtain the benefits of a fee that includes a lesser allowance for risk funding, Owner agrees to limit the Architect's liability arising from the Architect's professional acts, errors, or omissions, such that the total aggregate liability of the Architect to the Owner for any one Project constructed through this Agreement or an amendment to this Agreement will not be in excess of \$1,000,000.

§ 12.5 Alternates. The Architect will prepare Alternates for bidding changes in material, equipment, and products requiring minimum documentation in the Drawings and Specifications alterations at no increase in fee. In the event a lump sum fee has been established and Alternates require major changes in documentation or additional documentation, as when additional area is added to the basic project scope, the Architect's compensation for each alternate will be established at the time the alternate is proposed. If the Owner does not select the alternate at the time contracts are awarded for a Project, the Architect will be paid for its services to design the alternate, based upon the percentages stated in Section 11.5.1 through 11.5.4 for completion of design phases through bidding phases.

§ 12.6 Indemnification. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability, or cost (including reasonable attorney fees and cost of defense) to the extent caused by the Architect's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its consultants or anyone for whom the Architect is legally liable.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

- Exhibit A: Additional Construction Administration Scope of Services
- Exhibit B: Deliverables for the Project

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Exhibit C: Amendment Form to add future permanent improvement projects to this Agreement

This Agreement entered into as of the day and year first written above signed by the Owner below.

OWNER – Board of Commissioners of Belmont County, Ohio

ARCHITECT – WDC Group, LLC

Mal A. Thomas
(Signature)
Mal A. Thomas, President
(Printed name and title)

Christopher Widener
(Signature)
Christopher Widener Principal
(Printed name and title)

7-26-17
Date

APPROVED AS TO FORM:
David K. Schick
PROSECUTING ATTORNEY

CERTIFICATE OF AVAILABLE FUNDS
(Section 5705.41, O.R.C.)

The undersigned, Fiscal Agent for Belmont County, Ohio, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding contract, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: *July 26, 2017*
[Signature]
Fiscal Agent
Belmont County, Ohio

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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Mr. Thomas gave an update on the Courthouse renovation project which is also being done by WDC Group, LLC. The roofing contractor is repairing and replacing part of the slate tiles on the roof. Scaffolding is starting to come down as each layer of the upper levels is completed. Mortar restoration around the building and windows is being done, along with final cleaning of the stone. We are still on target for an August 31, 2017 completion date. Replacing and repairing concrete will begin once the other work is completed. Mr. Thomas explained that this motion is to enter into contract with WDC Group to do the same type of work on the old jail. The Board of Commissioners wrote a grant and received \$50,000 from the Ohio History Connection which will go toward cleaning the stone and painting the bars on the windows and fire escape on the back of the old jail structure. If there is any money left over from the grant or the Courthouse renovation project, the mortar around the brick may be repaired to match the Courthouse. They are also looking for funding for possible interior renovations in the old jail.

**IN THE MATTER OF SIGNING THE GRANT AGREEMENT
FOR COMMUNITY CORRECTIONS FACILITIES WITH ODYS /OAKVIEW**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President Mark A. Thomas to sign the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$1,273,174.00 for the period beginning July 1, 2017 to June 30, 2018.

**Ohio Department of Youth Services
GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES**

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Oakview Juvenile Residential Center (hereinafter referred to as "Grantee") located in Belmont County.

The Grantee has made application to the Department to fund a sixteen-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of \$1,273,174.00 for the period beginning July 1, 2017, and ending June 30, 2018, subject to the terms and conditions of this agreement.

A. TERMS AND CONDITIONS:

1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval), which is attached hereto as Appendix A, and incorporated herein by reference.
2. The Grantee agrees to comply with Ohio Administrative Code Chapter 5139-61, "Community Juvenile Corrections Facilities Program Rules and Procedures" and 5139-63, "Community Juvenile Corrections Facilities Fiscal Rules and Procedures"; and Ohio Revised Code Section 5139.36, and other related sections.
3. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
4. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
5. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.
6. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
7. The Grantee agrees that the only youth admitted and served by the Facility shall be those who would have otherwise been committed to the Department.
8. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.

B. PROGRAM EVALUATION:

1. The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
2. The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
3. The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.
4. The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.
5. The Grantee acknowledges that failure to comply with Items (B) (1) through (4) of this Grant Agreement may result in delayed grant payments to the Grantee.

C. COMPLIANCE:

1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the facility and program.
2. The Grantee understands that failure to comply with the rules of Chapter 5139-61, 5139-63 and 5139-36 of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department if:
 - a. There has been a reduction in the quality and extent of the program services.
 - b. There has been a financial or audit disclosure involving misuse of state funds.
 - c. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
 - d. Program modifications required by the Department are not made.
3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.
4. The Grantee understands that, per OAC 5139-63-07(D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed.

D. TERMINATION:

1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
3. Either the Department or the Grantee may terminate this agreement without cause, by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

E. AUTHORIZED SIGNATURES:

THE OHIO DEPARTMENT OF YOUTH SERVICES:

Director
FACILITY:

Date

John M. Rowan /s/ _____ 7/21/17
 Facility Administrator Date
 Community Correctional Facility

GOVERNING BOARD (one for each member):

 Date
COUNTY COMMISSIONER (Physical Plant Site):
Mark A. Thomas /s/ _____ 7-26-17
 Date

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Thomas	Yes
Mr. Dutton	Absent

IN THE MATTER OF SIGNING THE APPLICATION FOR FEDERAL ASSISTANCE FOR USDA RURAL DEVELOPMENT FUNDS/WATER AND SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President Mark A. Thomas to sign the Application for Federal Assistance for USDA Rural Development funds in the estimated amount of \$48,135,619.00 for construction of water system improvements, the purchase of an existing building to house Belmont County Water and Sewer District administrative offices and refinancing existing debt.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Thomas	Yes
Mr. Dutton	Absent

Mr. Thomas said this is the culmination of what we have been working on for about 18 months. It came out of the Master Plan the Board had prepared in 2016 that took a look at the existing system, where it was, what needed to be repaired and upgraded. "This loan will be a 40-year loan at a fixed interest rate of about 2%. The exact final rate has not yet been locked in. This allows us to take up to 50% of our existing water and sewer debt, some of which is at 3% - 4%, and add up to 50% for new projects." said Mr. Thomas. The big one is the Fox Shannon Water Plant which is in dire need of a \$5 million upgrade and will allow for future growth in the area. It will lay the foundation for economic development. Mr. Meyer said it is setting the path for the future.

IN THE MATTER OF ENTERING INTO CONTRACT WITH BRUCE HARRIS & ASSOCIATES/GIS DEPARTMENT

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into contract with Bruce Harris & Associates, in the amount of \$35,913.00, for Parcel Fabric conversion services, based upon the recommendation of Don Pickenpaugh, Belmont County GIS Director.

THIS AGREEMENT entered into this 26th day of July 2017, between Bruce Harris & Associates, Inc., hereinafter called "Contractor", party of the first part, and Belmont County, Ohio, hereinafter called "Belmont County", party of the second part, WITNESSETH:

THAT WHEREAS, the Contractor is in the business of providing Geographic Information Systems and related services for various governmental agencies in the United States, and

WHEREAS, Belmont County is desirous of having the Contractor provide ArcGIS Parcel Editing services to the County of Belmont,

NOW, THEREFORE, in consideration of the covenants and conditions of the Contract, IT IS AGREED between the parties as follows:

TERM OF CONTRACT

This contract shall be in force from the date of execution of this contract and may be revised periodically subject to renegotiation concerning the services provided and the amount of the services, should the services differ from those outlined in the contract.

This Contract, as heretofore described, made and entered on this 26th day of July, 2017.

BRUCE HARRIS & ASSOCIATES COUNTY OF BELMONT
 Contractor St. Clairsville, Ohio

By: _____
 Bruce C. Harris, President

By _____
 J. P. Dutton, Belmont County Commissioner
 By: Josh Meyer /s/ _____
 Josh Meyer, Belmont County Commissioner
 By: Mark Thomas /s/ _____
 Mark Thomas, Belmont County Commissioner
 Approved as to form:
David K. Liberati /s/ Assist. P.A. _____
 Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Mr. Pickenpaugh explained the parcel layer is one of the most critical layers in economic development. The GIS office gets a lot of requests for the parcel layer by phone or online. The parcel fabric is becoming the industry standard for maintaining parcel data in local governments.

IN THE MATTER OF ENTERING INTO CONTRACT FOR ENGINEER'S PROJECT 17-4 WITH OHIO-WEST VIRGINIA EXCAVATING COMPANY

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into contract for the Belmont County Engineer's Project 17-4 BEL-2-3.91, BEL-86-3.80 & BEL-WAS-103-2.32 SLIP REPAIR with OHIO-WEST VIRGINIA EXCAVATING COMPANY in the amount of \$389,242.80, based upon the recommendation of Terry Lively, County Engineer.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS BELMONT COUNTY ENGINEER'S

PROJECT #17-4: BEL-2-3.91, BEL-86-3.80 & BEL-WAS-103-2.32 SLIP REPAIR

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 26th day of July, 2017 between OHIO - WEST VIRGINIA EXCAVATING COMPANY, P.O. Box 128, Powhatan Point, Ohio 43942, and Mark Thomas, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said OHIO - WEST VIRGINIA EXCAVATING COMPANY hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair the three roadway slip areas along CR 2 (Deep Run Road), CR 86 (Pugh Ridge Road) and Washington Township T 103 (Alledonia - Crabapple Road) and all related Work described by the Contract Documents.

All Work for BEL-2-3.91 shall be completed by October 31, 2017. All Work for BEL-86-3.80 and BEL-WAS-103-2.32 shall be completed by November 30, 2017.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2016, and shall be under the direction of the County Engineer.

July 26, 2017

PROJECT #17-4: BEL-2-3.91, BEL-86-3.80 & BEL-WAS-103-2.32 SLIP REPAIR
BEL-2-3.91 SUBTOTAL = \$264,185.30
BEL-86-3.80 SUBTOTAL = \$64,490.50
BEL-WAS-103-2.32 SUBTOTAL = \$60,567.00
TOTAL AMOUNT OF BID = \$389,242.80

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

OHIO - WEST VIRGINIA EXCAVATING COMPANY

BY: W. Roger Lewis /s/

W. Roger Lewis, President

Print/Type Signature

IN THE MATTER OF
RAE'S KINGDOM DRIVE (PRIVATE)
SMITH TOWNSHIP SEC 21 & 27, T-6, R-4

[Belmont Co. Commissioners

[Courthouse

[St. Clairsville, Ohio 43950

[Date July 26, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Rae's Kingdom Drive (Private Road), Smith Township, Sec 21 & 27, T6, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

-----***-----

To: Janette Carson, F.O., Smith Township Trustees, 45636 Hart Road, Belmont, OH 43718

You are hereby notified that the 9th day of August, 2017, at 10:00 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

- Mail by certified return receipt requested

cc: Smith Township Trustees

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF APPROVING QUOTE FROM
LOGOTEK SIGNS/VARIOUS COUNTY OFFICES

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote dated July 21, 2017, from LogoTek Signs in the amount of \$3,891.84 for the production and installation of one (1) 6' x 6' double-sided aluminum sign for various county offices and departments located off of National Road West in St. Clairsville.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF APPROVING AGREEMENT NO. 1 WITH
OHIO VALLEY MALL COMPANY/SHERIFF'S SUBSTATION

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Letter Agreement No. 1 with the Ohio Valley Mall Company to modify the lease agreement for space for the operation of the Belmont County Sheriff's Substation as follows: to extend the term of the lease for two (2) years, commencing on January 3, 2017, and expiring on January 2, 2019; and to reimburse the Ohio Valley Mall Company retroactively for the cost of electricity supplied to the Demised Premises. **(Original one-year lease signed January 6, 2016.)**

June 15, 2017

Belmont County Commissioners

101 West Main Street

St. Clairsville, Ohio 43950

File: Lease by and between Ohio Valley Mall Company ("Landlord") and Belmont County Commissioners, a department of a political subdivision of the State of Ohio, d.b.a. "Belmont County Sheriff's Office" ("Tenant"); Unit No. 490 ("Demised Premises"); Ohio Valley Mall ("Shopping Center"); St. Clairsville, Ohio

Re: Letter Agreement No. 1

Dear Tenant:

I am authorized by the above-referenced Landlord to offer this Letter Agreement No. 1 for execution by Tenant. By the entry of the authorized signatures below, Tenant hereby agrees to the following:

1. The Effective Date of this Letter Agreement No. 1 shall be the date of mutual-execution.
2. The term of this Lease is hereby extended for a period of two (2) years, commencing on January 3, 2017, and expiring on January 2, 2019.
3. Commencing with the first day of the month immediately following the Effective Date, the following three (3) sentences are hereby added to the end of Clause 7 of the Lease:

Tenant agrees to reimburse Landlord for the cost of electricity supplied to the Demised Premises. Landlord shall invoice Tenant its cost of electricity supplied to the Demised Premises and provide Tenant with proper verification thereof. Tenant shall reimburse the costs of electricity supplied to the Demised Premises (without, however, any administration or handling charge) within thirty (30) days of Landlord's invoice to Tenant for same.

4. All other terms and conditions of the Lease shall remain unchanged.

Please indicate Tenant's acceptance of this Letter Agreement No. 1 with the authorized signatures below and return all three (3) originals to me for Landlord's execution. If acceptable to Landlord's Real Estate Committee, upon mutual execution I will forward one (1) fully-executed original to you for your file.

Sincerely,

Joseph A. Potkonicky, Jr.

Assistant Counsel

JAP/mnr

July 26, 2017

cc: Dan Mancuso
TENANT: Belmont County Commissioners
By: Mark A. Thomas /s/
Name: Mark A. Thomas
Title: President
Date: July 26, 2017
By: _____
Name: J. P. Dutton
Title: Vice President
Date: July 26, 2017
By: Josh Meyer /s/
Name: Josh Meyer
Title: Commissioner
Date: July 26, 2017

LANDLORD: Ohio Valley Mall Company
By: _____
Name: _____
Title: _____
Date: _____
By: _____
Name: _____
Title: _____
Date: _____

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF ENTERING INTO CONTRACT WITH JEFFERSON COUNTY BOARD OF COMMISSIONERS FOR HOUSING BELMONT COUNTY PRISONERS

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a contract with Jefferson County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$55.00 per day for the period of July 26, 2017 to October 27, 2017.

JEFFERSON COUNTY COMMISSIONERS – CONTRACTUAL AGREEMENT AGREEMENT

This agreement made and entered into this 26th day of July, 2017, by and between the County of Belmont and the County of Jefferson, Ohio, by its Board of County Commissioners (hereinafter called Jefferson County);

WITNESSETH;

WHEREAS, County of Belmont has inadequate facilities for confining and supporting all prisoners, which the County of Belmont is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any statutes of the Ohio Revised Code, awaiting hearing for such violation, or awaiting trial of any such violation; and,

WHEREAS, Jefferson County owns and operates a jail and presently has other contractual arrangements for the confinement and support of prisoners; and

NOW, THEREFORE, it is mutually agreed between the parties

1. The County of Belmont agrees to send to Jefferson County and Jefferson County agrees to accept from the County of Belmont such prisoners as the County of Belmont is unable to care for and to provide custody, supervisions, confinement, and board for the County of Belmont prisoners. The County of Belmont shall furnish transportation for prisoners to the Jefferson County Jail.

2. The County of Belmont agrees to pay Jefferson County the sum of Fifty-Five Dollars (\$55.00) per day as full compensation for supervising, confining, and boarding each prisoner.

3. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement shall constitute one day.

4. The County of Belmont further agrees to pay a physician for any medical costs incurred by said prisoner of the County of Belmont.

5. The County of Belmont further agrees to pay or reimburse Jefferson County for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

6. Jefferson County agrees that where hospital service is required for any such prisoners, such services shall be provided at Trinity West Hospital, unless the emergency of the situation or circumstances prevents such use; in addition the County of Jefferson agrees to supply security for the County of Belmont prisoners hospitalized. The need for such services shall be determined by the medical staff of the Jefferson County Jail.

7. Jefferson County may reject or refuse to receive any prisoners who may be inflicted with a prior medical problem such as contagious disease, mental condition, illness, or injury that has not been first treated prior to entry into the Jefferson County Jail. The Jefferson County Sheriff shall have charge of the jail and he or his designee, shall exercise his discretion whereas he may refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the jail, or any other reasons.

8. Compensation for rendering of the services hereinbefore described during each calendar month shall be paid by the County of Belmont on or before the 15th day of the succeeding month.

9. This agreement shall be effective on the 26th day of July, 2017, and shall continue until October 27, 17, with an option to renew for one additional term from October 27, 2017 to December 29, 2017, unless either party shall have given the other party written notice of its intent not to renew said agreement thirty (30) days before the end of the initial term.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Belmont County, Ohio this 26th day of July, A.D., 2017.

County of Belmont, Ohio
By: Mark A. Thomas /s/
Mark A. Thomas, President
By: _____
J. P. Dutton, Vice President
By: Josh Meyer /s/
Josh Meyer

County of Jefferson, Ohio
By: _____
County Commissioner
By: _____
County Commissioner
By: _____
County Commissioner

APPROVED AS TO FORM:

David K. Liberati /s/
David K. Liberati, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Mr. Thomas said on Monday, July 24, there were 180 prisoners in the jail that has 144 beds. This is a public safety crisis as it relates to the status of society and where it's going with crime and how that crime is interrelated to drugs for the most part. We are required, by law, to provide safe housing, not only for the prisoners, but also for the staff. We have no option but to transport up to 30 prisoners, maybe more, to the Jefferson County Justice Center in Steubenville, Ohio. It will cost approximately \$50,000.00 per month to house 30 prisoners. This has not been budgeted or anticipated and the money will have to be taken from other funds. Mr. Thomas said the state continues to change sentencing guidelines that result in offenders being sent to local facilities instead of state facilities. He said this is an example of another unfunded mandate and is not fair.

IN THE MATTER OF APPROVING QUOTE FROM DUCTZ/JAIL

July 26, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote dated July 13, 2017, from DUCTZ in the amount of \$12,840.00 for the cleaning of the entire ductwork system at the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF APPROVING QUOTE FROM
ZEMBA BROS, INC/JAIL**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote dated July 25, 2017, from Zemba Bros., Inc., in the amount of \$4,525.00 for the investigative televising and jetting of the sanitary lines at the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

OPEN PUBLIC FORUM-Frank Papini asked the Board to explain if the County's budget is so tight why they are going further into debt with the Sanitary Sewer loan. Mr. Meyer said they won't get a loan like that for a long time. He said Mr. Thomas's reference to money issues is on the General Fund side; this debt will be funded from the water and sewer revenue. Mr. Thomas noted the Sanitary Sewer District is supposed to be self-sustaining but haven't been able to keep up. He said this project is borne out of necessity; at least half of the money will be for projects that are needed. The Fox Shannon (Treatment Plant) project is the only one the EPA has mandated to be repaired and upgraded. There are also other various upgrades throughout the county that need done to keep up with growth such as the Ohio Valley Mall pump station, water wells on the river need repaired, water treatment plant in Bellaire needs upgraded or replaced with a new one. Mr. Thomas said if we don't do this, some day you could "turn on the faucet and nothing will come out." Mr. Thomas said the incremental water and sewer bill increases will pay for this.

Regarding the jail overcrowding, Mr. Thomas said the Board is looking at a misdemeanor only facility that is dorm style-pods of 60- that require less supervision. He said 40-50% of the jail prisoners are misdemeanor offenders. Special areas are needed for women and mentally ill inmates.

10:00 Agenda Item: Bob First, Executive Director, Buckeye Hills RC&D

Re: 50th Anniversary resolution

Present: Bob First, Executive Director, Buckeye Hills RC&D, Stanley Borovich, Buckeye Hills RC&D Board Member and Liza Butler, Soil & Water.

**IN THE MATTER OF ADOPTING RESOLUTION
HONORING BUCKEYE HILLS RC&D 50TH ANNIVERSARY**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the resolution honoring Buckeye Hills RC&D on their 50th anniversary.

**Resolution in Honor of
Buckeye Hills Resource Conservation and Development Council's
50th Anniversary**

Whereas, in August, 1967, the Buckeye Hills Resource Conservation and Development (RC&D) was authorized by the U.S. Secretary of Agriculture with the overall goal of improving the economic conditions through the development, conservation, and proper use of natural resources; and

Whereas, Belmont, Monroe, Morgan, Noble and Washington Counties were the original counties included in the RC&D area whose purpose was to plan for the orderly development of the social, economic, and natural resources of the five counties; and

Whereas, the County Commissioners and the Soil & Water Conservation Districts in these counties acted as sponsors for the new RC&D area, and an Executive Council was established to represent the Area sponsors and to carry out the proposed plan of action; and

Whereas, in 1983, Athens, Hocking, Meigs and Perry Counties joined the RC&D area resulting in the nine-county area that currently exists; and

Whereas, over time, the goals and objectives developed for the area have shifted to continually address an ever changing broad range of issues including critical area stabilization, development of community farm markets, development of regulations for oil and gas well drilling, abandoned mine land reclamation, air pollution control and multi-floral rose control; and

Whereas, today, the major concerns of the RC&D Council consist of land use planning, floodplain development, business development, job creation, and energy efficiency. The Council continues to focus attention on improving water and air quality, maintaining a sustainable agriculture, development of low input farming methods, and overall rural development; and

Whereas, the social and economic well-being of the nine-county area, particularly as affected by the wise use of natural resources, remains at the forefront of the Council's planning for the future.

Now, therefore, be it resolved, the Belmont County Board of Commissioners is grateful for the services provided by the Buckeye Hills RC&D Council and congratulates it on its 50th Anniversary.

Adopted this 26th day of July, 2017.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Mr. First noted the RC&D area started in 1967 and Belmont County was an original member. In Belmont County 50 projects have been completed such as Fox Shannon Park walking path and road bank stabilization projects. The RC&D Council has an endowment fund and has given one or two grants to Belmont County Soil & Water. They have worked with townships and local fire departments and put in dry fire hydrants. Work has also been done on water quality improvements at Captina Creek and they have worked with the City of St. Clairsville on the trees lining the street.

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**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:58 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 10:58 a.m.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Read, approved and signed this 2nd day of August, 2017.

Mark A. Thomas /s/ _____

Josh Meyer /s/ _____ COUNTY COMMISSIONERS

J. P. Dutton –Absent _____

We, Mark A. Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK