

St. Clairsville, Ohio

February 25, 2026

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Vince Gianangeli and J. P. Dutton, Commissioners and Bonnie Zuzak, Clerk of the Board.

**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. Echemann, seconded by Mr. Gianangeli 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 her warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$1,826,427.76**

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

| <b>FROM</b>                              | <b>TO</b>                          | <b>AMOUNT</b> |
|--|------------------------------------|---------------|
| E-0051-A001-A50.000 Budget Stabilization | E-0051-A001-A28.000 Other Expenses | \$53,793.00   |

**S30 OAKVIEW JUV REHABILITATION**

| <b>FROM</b>                       | <b>TO</b>                          | <b>AMOUNT</b> |
|-----------------------------------|------------------------------------|---------------|
| E-8010-S030-S69.007 Unemployment  | E-8010-S030-S62.000 Printing       | \$126.00      |
| E-8010-S030-S69.007 Unemployment  | E-8010-S030-S64.012 Equipment      | \$759.38      |
| E-8010-S030-S40.000 Grant Holding | E-8010-S030-S69.007 Unemployment   | \$4,488.51    |
| E-8010-S030-S40.000 Grant Holding | E-8010-S030-S67.004 Worker's Comp  | \$17,954.10   |
| E-8010-S030-S67.004 Worker's Comp | E-8010-S030-S60.000 Maintenance    | \$15,000.00   |
| E-8010-S030-S67.004 Worker's Comp | E-8010-S030-S59.000 Fuel/Utilities | \$10,000.00   |

**Y91 EMPLOYER'S SHARE HOLDING ACCNT**

| <b>FROM</b>                         | <b>TO</b>                    | <b>AMOUNT</b> |
|-------------------------------------|------------------------------|---------------|
| E-9891-Y091-Y01.006 Hospitalization | E-9891-Y091-Y12.000 HSA Fund | \$1,752.11    |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following certification dates:

**\*FEBRUARY 17, 2026\***

**N89 OHIO EMA SDRP 2024 FLOODING INCIDENT**

|                     |                   |              |
|---------------------|-------------------|--------------|
| E-9089-N089-N02.500 | Contract Services | \$241,474.88 |
|---------------------|-------------------|--------------|

**N90 BLACK HORSE INN PROJECT**

|                     |                             |              |
|---------------------|-----------------------------|--------------|
| E-9799-N090-N01.000 | Design Contractual-TA Grant | \$10,000.00  |
| E-9799-N090-N03.000 | Construction-Ross County    | \$137,210.88 |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/**

**HOLDING ACCOUNT CHARGEBACKS FOR JANUARY 2026**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the

Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of January 2026.

General fund

|                        |                     |                     |           |
|------------------------|---------------------|---------------------|-----------|
| AUDITOR                | E-0011-A001-B09.003 | R-9895-Y095-Y01.500 | 5,478.41  |
| AUD EMPL-PERS PROP     | E-0012-A001-B14.003 | R-9895-Y095-Y01.500 | 0.00      |
| AUD EMPL-REAL PROP     | E-0013-A001-B18.003 | R-9895-Y095-Y01.500 | 1,047.20  |
| CLERK OF COURTS        | E-0021-A002-E09.003 | R-9895-Y095-Y01.500 | 3,821.04  |
| CO. CT. EMPL           | E-0040-A002-G08.003 | R-9895-Y095-Y01.500 | 7,514.03  |
| CO CT. APPT EMP-JUDGES | E-0042-A002-J02.003 | R-9895-Y095-Y01.500 | 0.00      |
| COMMISSIONERS          | E-0051-A001-A25.003 | R-9895-Y095-Y01.500 | 6,170.33  |
| NURSES-JAIL            | E-0052-A001-A91.003 | R-9895-Y095-Y01.500 | 4,963.48  |
| COMM-DIS SERV          | E-0054-A006-F05.003 | R-9895-Y095-Y01.500 | 1,079.90  |
| COMM-MAINT & OP        | E-0055-A004-B16.003 | R-9895-Y095-Y01.500 | 9,838.89  |
| 9-1-1 DEPT             | E-0056-A006-E08.003 | R-9895-Y095-Y01.500 | 13,223.84 |
| ANIMAL SHELTER         | E-0057-A006-F05.003 | R-9895-Y095-Y01.500 | 1,754.26  |

|                                |                     |                     |            |
|--------------------------------|---------------------|---------------------|------------|
| LEPC                           | E-0058-A006-F02.003 | R-9895-Y095-Y01.500 | 116.46     |
| BEHAVIORIAL HEALTH SERVICES    | E-0059-A009-A01.003 | R-9895-Y095-Y01.500 | 716.74     |
| COMM PLEAS CT EMPL             | E-0061-A002-B14.003 | R-9895-Y095-Y01.500 | 4,039.56   |
| MAGISTRATE                     | E-0063-A002-B28.003 | R-9895-Y095-Y01.500 | 1,649.86   |
| ENGINEERS EMPL                 | E-0070-A012-A08.003 | R-9895-Y095-Y01.500 | 2,292.05   |
| PROBATE CT EMPL                | E-0081-A002-D10.003 | R-9895-Y095-Y01.500 | 1,651.30   |
| PROBATE CT JUV EMPL            | E-0082-A002-C36.003 | R-9895-Y095-Y01.500 | 6,699.49   |
| PROSECUTING ATTN Y             | E-0111-A001-E09.003 | R-9895-Y095-Y01.500 | 11,402.74  |
| RECORDER                       | E-0121-A006-B09.003 | R-9895-Y095-Y01.500 | 3,812.88   |
| SHERIFF'S (PERS)               | E-0131-A006-A13.003 | R-9895-Y095-Y01.500 | 31,633.41  |
| TREASURER                      | E-0141-A001-C09.003 | R-9895-Y095-Y01.500 | 4,003.08   |
| CORONER                        | E-0151-A002-F07.003 | R-9895-Y095-Y01.500 | 1,534.56   |
| SOLDIER'S RELIEF               | E-0160-A009-D07.003 | R-9895-Y095-Y01.500 | 5,581.38   |
| PUBLIC DEFENDER                | E-0170-A006-G09.003 | R-9895-Y095-Y01.500 | 6,569.51   |
| BD OF ELECT/EMPL Y             | E-0181-A003-A09.003 | R-9895-Y095-Y01.500 | 4,094.18   |
| POLL WORKERS                   | E-0181-A003-A09.003 | R-9895-Y095-Y01.500 | 0.00       |
| BUDGET COMM                    | E-0210-A001-F02.003 | R-9895-Y095-Y01.500 | 17.50      |
| T. B. SAN                      | E-0300-A008-B10.003 | R-9895-Y095-Y01.500 | 288.78     |
|                                |                     |                     | 140,994.86 |
| DOG & KENNEL                   | E-1600-B000-B08.003 | R-9895-Y095-Y01.500 | 4,669.32   |
| COUNTY HEALTH                  | E-2210-E001-E10.003 | R-9895-Y095-Y01.500 | 1,604.38   |
| Trailer Parks                  | E-2211-F069-F04.000 | R-9895-Y095-Y01.500 | 0.00       |
| Home Sewage Treatment Sys      | E-2227-F074-F06.000 | R-9895-Y095-Y01.500 | 664.34     |
| Vital Statistics               | E-2213-F075-F02.003 | R-9895-Y095-Y01.500 | 209.48     |
| Family Planning                | E-2215-F077-F01.002 | R-9895-Y095-Y01.500 | 616.37     |
| PHEP                           | E-2231-F083-F01.002 | R-9895-Y095-Y01.500 | 461.81     |
| NURSING PROGRAM                | E-2232-F084-F02.008 | R-9895-Y095-Y01.500 | 724.82     |
| Get Vaccinated Program         | E-2236-F088-F01.002 | R-9895-Y095-Y01.500 | 170.43     |
| Integrated Naloxone Grant (IN) | E-2237-F089-F01.002 | R-9895-Y095-Y01.500 | 347.17     |
| Public Health Workforce (WF)   | E-2238-F090-F01.002 | R-9895-Y095-Y01.500 | 468.94     |
| COVID-19 Enhanced Operation    | E-2239-F091-F01.002 | R-9895-Y095-Y01.500 | 0.00       |
| Adolescent Health Resiliency   | E-2241-F093-F08.000 | R-9895-Y095-Y01.500 | 319.21     |
| Food Service                   | E-2218-G000-G06.003 | R-9895-Y095-Y01.500 | 1,870.59   |
| Water System                   | E-2219-N050-N05.000 | R-9895-Y095-Y01.500 | 49.89      |
| Pools/Spas                     | E-2220-P070-P01.002 | R-9895-Y095-Y01.500 | 0.00       |
| Body Art                       | E-2243-F095-F07.002 | R-9895-Y095-Y01.500 | 26.00      |
| HUMAN SERVICES                 | E-2510-H000-H12.003 | R-9895-Y095-Y01.500 | 57,330.99  |
| C.S.E.A.                       | E-2760-H010-H07.003 | R-9895-Y095-Y01.500 | 6,319.17   |
| R.E. ASSESSMENT                | E-1310-J000-J04.003 | R-9895-Y095-Y01.500 | 2,438.46   |
| ENGINEER K-1 & K-2             | E-2811-K000-K08.003 | R-9895-Y095-Y01.500 | 4,695.18   |
| ENG EMP-MVGT K-11              | E-2812-K000-K21.003 | R-9895-Y095-Y01.500 | 18,318.80  |
| ENG EMP-BRIDGE K-25            | E-2813-K000-K34.003 | R-9895-Y095-Y01.500 | 6,454.47   |
| SOIL CONSERVATION              | E-1810-L001-L11.003 | R-9895-Y095-Y01.500 | 1,993.60   |
| Watershed Coordinator          | E-1815-L005-L11.003 | R-9895-Y095-Y01.500 | 77.28      |
| Care and Custody-C-Cap         | E-0400-M060-M26.003 | R-9895-Y095-Y01.500 | 2,266.85   |
| Care and Custody-CCAP          | E-0400-M060-M81.003 | R-9895-Y095-Y01.500 | 0.00       |
| M64 PLACEMENT                  | E-0400-M064-M02.003 | R-9895-Y095-Y01.500 | 0.00       |

|                          |                     |                     |            |
|--------------------------|---------------------|---------------------|------------|
| Alternative School       | E-0400-M067-M02.003 | R-9895-Y095-Y01.500 | 1,505.76   |
| Title IV-E               | E-0400-M078-M02.008 | R-9895-Y095-Y01.500 | 333.85     |
| WW#3                     | E-3702-P005-P29.003 | R-9895-Y095-Y01.500 | 22,024.97  |
| SSD#2                    | E-3705-P053-P13.003 | R-9895-Y095-Y01.500 | 6,092.18   |
| Bel Co Port Authority    | E-9799-S012-S08.003 | R-9895-Y095-Y01.500 | 1,774.78   |
| OAKVIEW-JUVENILE         | E-8010-S030-S66.003 | R-9895-Y095-Y01.500 | 20,513.01  |
| DIST DET HOME            | E-0910-S033-S44.003 | R-9895-Y095-Y01.500 | 12,910.52  |
| MENTAL HEALTH            | E-2310-S049-S60.003 | R-9895-Y095-Y01.500 | 4,551.10   |
| COMM PLEAS/MEDIATION SRV | E-1544-S054-S02.003 | R-9895-Y095-Y01.500 | 16.16      |
| TARGETED COMM ALT PRISON | E-1545-S055-S02.002 | R-9895-Y095-Y01.500 | 412.64     |
| PROBATION SERV GRNT-COMM | E-1546-S056-S04.001 | R-9895-Y095-Y01.500 | 1,209.92   |
| BCBDD-MAIN FUND          | E-2410-S066-S76.003 | R-9895-Y095-Y01.500 | 48,838.62  |
| Bel Co Senior Programs   | E-5005-S070-S02.003 | R-9895-Y095-Y01.500 | 24,989.61  |
| MHAS SUBSIDY GRANT       | E-1518-S075-S03.002 | R-9895-Y095-Y01.500 | 551.82     |
| CORRECTIONS ACT GRNT     | E-1520-S077-S03.003 | R-9895-Y095-Y01.500 | 728.76     |
| CLRK CRTS-TITLE DEPT     | E-6010-S079-S06.003 | R-9895-Y095-Y01.500 | 2,811.20   |
| NORTHERN CRT-SPECIAL     | E-1561-S086-S02.003 | R-9895-Y095-Y01.500 | 623.62     |
| EASTERN CRT-SPECIAL      | E-1571-S087-S02.003 | R-9895-Y095-Y01.500 | 601.00     |
| WEST CRT-SPECIAL         | E-1551-S088-S02.003 | R-9895-Y095-Y01.500 | 601.00     |
| WIC PROGRAM              | E-4110-T075-T52.008 | R-9895-Y095-Y01.500 | 2,186.87   |
| LAW LIBRARY              | E-9720-W020-W03.003 | R-9895-Y095-Y01.500 | 282.70     |
| DRETAC-PROSECUTOR        | E-1510-W081-P05.003 | R-9895-Y095-Y01.500 | 379.18     |
| DRETAC-TREASURER         | E-1410-W082-T05.003 | R-9895-Y095-Y01.500 | 100.80     |
|                          |                     |                     | 407,132.48 |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS**  
**FOR HSA CHARGEBACKS/JANUARY- ADDITIONAL 2026**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for HSA

Chargebacks for January 2026

| HSA CHARGEBACKS     |                 | MONTHLY CHARGEBACKS |        |
|---------------------|-----------------|---------------------|--------|
| From:               |                 | To:                 |        |
| NUMBER              | ACCOUNT         | NUMBER              | AMOUNT |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y12.500 | 72.46  |
| E-1600-B000-B13.006 | DOG & KENNEL    | R-9891-Y091-Y12.500 | 72.46  |
| E-1310-J000-J01.002 | REAL ESTATE     | R-9891-Y091-Y12.500 | 191.01 |
| E-0910-S033-S47.006 | SARGUS          | R-9891-Y091-Y12.500 | 72.46  |
|                     |                 | TOTALS              | 408.39 |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS**

**FOR HSA CHARGEBACKS/ FEBRUARY 2026**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for HSA

Chargebacks for February 2026

| HSA CHARGEBACKS     |                 | MONTHLY CHARGEBACKS |          |
|---------------------|-----------------|---------------------|----------|
| From:               |                 | To:                 |          |
| NUMBER              | ACCOUNT         | NUMBER              | AMOUNT   |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y12.500 | 335.93   |
| E-1600-B000-B13.006 | DOG & KENNEL    | R-9891-Y091-Y12.500 | 72.46    |
| E-2812-K000-K20.006 | ENGINEER        | R-9891-Y091-Y12.500 | 191.01   |
| E-2510-H000-H01.002 | JOB AND FAMILY  | R-9891-Y091-Y12.500 | 72.46    |
| E-1310-J000-J01.002 | REAL ESTATE     | R-9891-Y091-Y12.500 | 191.01   |
| E-0910-S033-S47.006 | SARGUS          | R-9891-Y091-Y12.500 | 72.46    |
| E-5005-S070-S06.006 | SENIOR SERVICES | R-9891-Y091-Y12.500 | 72.46    |
| E-3702-P005-P31.000 | WWS#3           | R-9891-Y091-Y12.500 | 217.38   |
| TOTALS              |                 |                     | 1,225.17 |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS**-Ashley Bobek to Columbus, OH, on February 24, 2026, to attend the OFA’s Change Processing Training. A county car will be used for travel. Estimated expenses: \$50.00. Peggy Kurtz, Chelsie Brown and Emily Porter to Cambridge, OH, on March 18, 2026, to attend the LTC Round Table meeting. A county car will be used for travel. Estimated expenses: \$150.00. Mike Schlanz to Marietta, OH, on April 16, 2026, to attend the SE Ohio Regional Workforce Summit. Estimated expenses: \$230.13.

**HR DEPARTMENT**-Erin McVay and Hannah Warrington to Columbus, OH, on March 10-13, 2026, to attend the BWC Annual Safety Congress and Expo. A county vehicle will be used for travel. Estimated expenses: \$1,553.52.

**SSOBC**-Senior Center employees to Moundsville, WV, on March 10, 2026, for a senior outing to various locations. County vehicles will be used for travel. Brandon Ernest and Leslie Thompson to Washington, PA, on April 1, 2026, to attend the US Foods vendor meeting and food show.

**WATER & SEWER DISTRICT**-Anthony Hannahs and KC Sall to Columbus, OH, on February 24, 2026, to attend a Smith & Loveless pump class. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 18, 2026.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF ADOPTING THE RESOLUTION ALLOCATING 2% OF DTAC (DELINQUENT TAX AND ASSESSMENT COLLECTION) FUNDS TO THE BELMONT COUNTY LAND REUTILIZATION CORPORATION**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli, to adopt the following:

**RESOLUTION**

**WHEREAS**, as permitted under ORC 321.261(B), the Board may direct that up to five percent (5%) of collections from the DTAC fund be allocated to support the county land reutilization corporation.; and

**WHEREAS**, the allocation of two percent (2%) is necessary due to a significant reduction in funding from the State of Ohio Department of Development, which was decreased from \$500,000 to \$230,000. Prior to this reduction, the Land Bank had identified additional demolition projects in furtherance of its mission to remove blighted and abandoned structures throughout Belmont County; and

**WHEREAS**, the DTAC allocation would generate approximately \$60,000 and would not fully offset the \$270,000 funding reduction, these funds, together with those currently held by the Land Bank, would allow the continuation of planned demolition efforts and critical remediation activities. This additional support will help the Land Bank continue improving neighborhood safety, stabilizing property values, and enhancing overall community conditions within the county; and

**WHEREAS**, this allocation applies *only* to DTAC funds collected for the first half of tax year 2025 (payable in 2026), and will not affect distributions beyond that specified period unless separately authorized by the Board; and

**WHEREAS**, the Belmont County Commissioners have determined to allocate 2% of DTAC fund to the Belmont County Land Reutilization Corporation.

**NOW BE IT RESOLVED**; the Board of Belmont County Commissioners hereby authorize the allocation of 2% of DTAC funds to the Belmont County Land Reutilization Corporation for demolition projects in furtherance of its mission to remove blighted and abandoned structures throughout Belmont County.

Upon roll call the vote was as follows:

|                |            |
|----------------|------------|
| Mr. Echemann   | <u>Yes</u> |
| Mr. Gianangeli | <u>Yes</u> |
| Mr. Dutton     | <u>Yes</u> |

**IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION FOR MUXIE DISTRIBUTING COMPANY**

Motion made by Commissioner Echemann, seconded by Commissioner Gianangeli to adopt the following:

**RESOLUTION**

WHEREAS, the Tax Incentive Review Council Board met on the 18<sup>th</sup> of February, 2026, to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;  
WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;  
WHEREAS, the Council's recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2026:

***Muxie Distributing Company***

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

|                |            |
|----------------|------------|
| Mr. Echemann   | <u>Yes</u> |
| Mr. Gianangeli | <u>Yes</u> |
| Mr. Dutton     | <u>Yes</u> |

**IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION FOR HILL INTERNATIONAL PROPERTY – ST. CLAIRSVILLE, LLC**

Motion made by Commissioner Echemann, seconded by Commissioner Gianangeli to adopt the following:

**RESOLUTION**

WHEREAS, the Tax Incentive Review Council Board met on the 18<sup>th</sup> of February, 2026, to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;  
WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;  
WHEREAS, the Council's recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2026:

***Hill International Property – St. Clairsville, LLC***

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

|                |            |
|----------------|------------|
| Mr. Echemann   | <u>Yes</u> |
| Mr. Gianangeli | <u>Yes</u> |
| Mr. Dutton     | <u>Yes</u> |

Mr. Echemann said this is ran through the Port Authority and is reviewed once a year.

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 12 FROM GRAE-CON CONSTRUCTION, INC. FOR THE RECORDS BUILDING AND HEALTH DEPARTMENT BUILDING PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the following Change Order from Grae-Con Construction, Inc., for the Records Building and Health Department Building Project:

- Change Order No. 12, in the amount of \$697.20 for additional work related to the rough in for 2 additional lights in the elevator shaft.

*Note: New contract total is \$16,021,915.23.*

| <b>General Contractor Change Order Form</b><br><b>CHANGE ORDER NO. 12</b>   |  |
|---|--|
| <b>Project Name:</b> Records Building and Health Department Building Project (the "Project")  |  |
| Source document(s) and # (RFI, Bulletin, Shop Drawing Review): Request for Change Order 16 attached hereto as <b>Exhibit A</b> (to the extent not inconsistent with the Agreement executed between the Owner and Contractor).   | This Change Order is effective as of the date of execution by the Owner. |
| <b>Owner:</b> Board of Commissioners of Belmont County, Ohio  | <b>General Contractor (Contractor):</b> Grae-Con Construction, Inc.      |
| <b>Architect:</b> Mills Group, LLC  |  |
| <b>Description/Justification</b> <i>(Add more pages or attach scope detail if necessary)</i>  |  |
| This change order is to address the additional work related to the rough in for 2 additional lights in the elevator shaft, and furnish and install four Columbia CVT-LSCS 4' light fixtures, as set forth in <b>Exhibit A</b> .   |  |
| Original Contract Sum   | \$10,694,075.00  |
| Net Change by Previous Change Orders  | \$5,327,143.03   |
| This Change Order Increase/Decrease (clearly indicate)  | \$697.20   |
| <b>New Contract Sum</b>   | <b>\$16,021,915.23</b>   |
| <b>Revised Contract Time (critical path only)</b><br>Original Substantial Completion Date or Duration: within <b>545</b> calendar days of the Date of Commencement<br>Previous Adjustments by Change Order(s) <b>115</b> (calendar days)<br>This Change Order <input checked="" type="checkbox"/> ADD or <input type="checkbox"/> DEDUCT <b>0</b> (calendar days)<br>Revised Substantial Completion Date or Duration: within <b>660</b> calendar days of the Date of Commencement<br>If applicable, revised Final Completion Date or Duration: <u>N/A</u> |  |

The compensation, Contract Sum adjustment, or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, cumulative impact, if any, and interest related thereto, which has been or may be incurred in connection with alleged changes to the Work or alleged schedule impacts for all portions and phases of the Project through the date of the

change order. To the extent any attachment(s) hereto are inconsistent with this provision, this provision and Section 7.2.3 of the modified AIA-A201 General Conditions of the Contract for Construction shall control.

By executing this Change Order, Owner and Contractor agree to modify the Agreement's Scope of Work, Contract Sum, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.

**CONTRACTOR:**

By: *Cameron McIntosh*  
Printed Name: Cameron McIntosh  
Title: Project Manager  
Date: 2/18/26

**ARCHITECT:**

By: *Christopher J. Clark*  
Printed Name: Christopher J. Clark, RA  
Title: Principal Architect  
Date: 2/18/2026

**OWNER:**

By: *Jerry Echemann* *Vince Gianangeli* *J.P. Dutton*  
Printed Name: JERRY EHEMANN VINCE GIANANGELI J.P. DUTTON  
Title: BELMONT Co. COMMISSIONERS  
Date: 2-25-26

**CERTIFICATE OF FUNDS**  
(ORC Section 5705.41)

The undersigned, Fiscal Officer of the Owner, 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 attached agreement, 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: 2/25/26  
*Cindi Anthony*  
Fiscal Officer

25364246v1

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF APPROVING VEHICLE PURCHASES FOR BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of six 2026 Dodge Durango's, for a total cost of \$372,015.00, from Greve Chrysler Jeep Dodge through the State of Ohio Cooperative Purchasing Contract, based upon the recommendation of Sheriff James Zusack.

Note: Three vehicles are replacement vehicles and three are additional vehicles to the fleet.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF APPROVING VEHICLE PURCHASES**

**FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of two 2026 Honda CR-V's from Straub Honda for a total of \$69,153.20 for Belmont County Department of Job and Family Services, based upon the recommendation of Director Jeff Felton.  
*Note: These will be replacement vehicles to be used by Children Services and will be paid for with Children Services S17 funds.*

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF APPROVING VEHICLE PURCHASE**  
**FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of one 2025 Accord SE for a cost of \$30,541.00, from Lindsay Honda through the State of Ohio Cooperative Purchasing Contract, for Belmont County Department of Job and Family Services, based upon the recommendation of Director Jeff Felton .

*Note: This will be a replacement vehicle to be used by Children Services and will be paid for with Children Services S17 funds.*

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF APPROVING VEHICLE PURCHASE**  
**FOR BELMONT COUNTY CORONER**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of one 2026 F-350 4x4 DS Super Cab truck from Hill International/Tri-State Ford, in the amount of \$52,950.00, for the Belmont County Coroner, based upon the recommendation of Dr. Amanda Fisher.

*Note: This is a replacement vehicle.*

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE**  
**SPECIALIZED TRUCK BED FROM ACE EQUIPMENT/CORONER**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of one specialized utility truck bed from ACE Equipment, in the amount of \$30,224.00, for the Belmont County Coroner's 2026 F-350, based upon the recommendation of Dr. Amanda Fisher.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF APPROVING THE ANNUAL STANDBY GENERATOR PREVENTATIVE**  
**MAINTENANCE AGREEMENT WITH ERB ELECTRIC COMPANY/COURTHOUSE**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the annual Standby Generator Preventative Maintenance Agreement with Erb Electric Company, for 2026, for the Belmont County Courthouse Generator, Make/Model: Generac QT03624 in the amount of \$500.00 per year.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF AWARDING BID, ENTER INTO CONTRACT AND SIGN NOTICE TO PROCEED**  
**FOR THE SARGUS JUVENILE CENTER HVAC UPGRADE TO H.E. NEUMANN CO.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to award the bid, enter into contract and sign the notice to proceed for the Sargus Juvenile Center HVAC Upgrade with H.E. Neumann Co. in the amount of \$218,992.00, based upon the recommendation of Executive Director D.J. Watson.

This Agreement is dated as of the 25th day of February 2026, by and between the Belmont County Commission, hereinafter called "Owner", and HE Neumann Co., hereinafter called "Contractor".

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 -WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents. The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

**BELMONT COUNTY COMMISSION**  
**SARGUS JUVENILE DETENTION CENTER**  
**HVAC Upgrade**

**ARTICLE 2 – CONTRACT TIME**

2.1 The work will be fully completed and ready for final payment in thirty (30) consecutive calendar days from date of agreement execution. \*\*\*

2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not complete within the time specified in Paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Contractor shall pay Owner (\$45) for each day that expires after the time specified in Paragraph 2.1 above.

**\*\*\*HE Neumann Co. is agreeable to the contract time of thirty (30) consecutive calendar days with the following stipulations:**

**1) It is understood weather may dictate the appropriate climate for installation, considering the function of the facility.**

**ARTICLE 3 – CONTRACT PRICE**

3.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Written- TWO HUNDRED EIGHTEEN THOUSAND, NINE HUNDRED NINETY TWO 00/100 DOLLARS  
Numeric- \$218,992.00

**ARTICLE 4 – PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment processed by Engineer.

4.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work.



Title: \_\_\_\_\_  
Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH OHIO POWER COMPANY/ENGINEER**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a **Roadway Use Maintenance Agreement** with Ohio Power Company, effective February 25, 2026, for construction activity at 0.79 miles of CR 29 (Mall Ring Road), 1.24 miles of CR 4 (Willow Grove Road) and 0.63 miles of CR 28 (Mall Road) for the Summerhill-Willow Grove Transmission Power Line.  
*Note: Bond No. 285078721 for \$1,064,000 is on file.*

**ELMONT COUNTY**  
**ROADWAY USE AND MAINTENANCE AGREEMENT**  
**FOR ELECTRIC TRANSMISSION LINE PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and

Ohio Power Company

Operator Name, whose address is,

8600 Smiths Mill Road, New Albany, OH 43054

Operator Address

(Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within (~~ELMONT COUNTY~~)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Colerain Township   | <input type="checkbox"/> Flushing Township            | <input type="checkbox"/> Goshen Township   |
| <input type="checkbox"/> Kirkwood Township   | <input type="checkbox"/> Mead Township                | <input type="checkbox"/> Pease Township    |
| <input type="checkbox"/> Pultney Township    | <input checked="" type="checkbox"/> Richland Township | <input type="checkbox"/> Smith Township    |
| <input type="checkbox"/> Somerset Township   | <input type="checkbox"/> Union Township               | <input type="checkbox"/> Warren Township   |
| <input type="checkbox"/> Washington Township | <input type="checkbox"/> Wayne Township               | <input type="checkbox"/> Wheeling Township |
| <input type="checkbox"/> York Township       |   |  |

in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain transmission lines and substations, and intends to construct the Summerhill-Willow Grove Transmission Power Line, (Summerhill-Willow Grove Transmission Line) including the equipment and facilities necessary for the operation of the Summerhill-Willow Grove Transmission Power Line (hereafter collectively referred to as "Construction Activity") located in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.79 miles of County Road 29, 1.24 miles of County Road 4 (Willow Grove Road), and 0.63 miles of CR 28 (Mall Rd) for the purpose of ingress to and egress from the Summerhill-Willow Grove Transmission Power Line, for traffic necessary for the purpose of constructing the project facilities Summerhill-Willow Grove Transmission Power Line (hereinafter referred to collectively as "Construction Activity"); and

**WHEREAS**, the Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Construction Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Construction Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Construction Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Construction Activity, prior to the start of Construction Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 29, to be utilized by Operator hereunder, is that exclusive portion beginning at CR 29 and ending at Richland Township Road 801070 (Mall Ring Rd) for approximately 0.10 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 29 for any of its Construction Activities hereunder.
2. The portion of CR 4 (Willow Grove Road) to be utilized by Operator hereunder, is that exclusive portion beginning at CR 4 (Clark Road) and ending at 67300 Willow Grove for approximately 1.24 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 (Willow Grove Road), for any of its Construction Activities.
3. The portion of CR 28 (Mall Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at Township Road 314 (Banfield Rd) and ending at I-70 Ramp for approximately 0.63 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 28 (Mall Rd), for any of its Construction Activities.
4. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Construction Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Construction Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

5. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Construction Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needed to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

6. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Construction Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Construction Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

7. Unless excepted for the reasons provided below, prior to the Construction Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$784,000.00 & 00/100 DOLLARS [\$400,000.00 per asphalt mile] per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

8. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

9. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

10. If the Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

11. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). The Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

12. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

13. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

14. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

15. In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.

16. Agreement shall be governed by the laws of the State of Ohio.

17. This Agreement shall be in effect on FEB. 25, 2026.  
Effective Date Determined by Belmont County Commissioners

DocuSign Envelope ID: 0FD3BF09-0290-4B96-9A8B-CFC4D44EB14B

Executed in duplicate on the dates set forth below for the Summerhill-Willow Grove Transmission Line.

Authority

Operator

By: NPDA  
J. P. Dutton  
Belmont County Commissioner

Signed by:  
By: Melissa Englund  
CFD528BA187940A...

By: Jerry Echemann  
Jerry Echemann  
Belmont County Commissioner

Printed name: Melissa Englund

By: Vince Gianangeli  
Vince Gianangeli  
Belmont County Commissioner

Company Name: Ohio Power Company

By: Terry D. Lively  
Terry D. Lively, P.S., P.E.  
Belmont County Engineer

Title: Managing Director Transmission Siting,  
Outreach and Right of Way

Dated: 2/25/26

Dated: 10/15/2025

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF ADVERTISING FOR THE PENNWOOD LIFT STATION AND FORCE MAIN PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to advertise for bids for the Pennwood Lift Station and Force Main Project for the Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**ADVERTISEMENT FOR BIDS**

BELMONT COUNTY COMMISSION  
BELMONT COUNTY WATER AND SEWER DISTRICT

Separate sealed bids for the **PENNWOOD LIFT STATION AND FORCE MAIN** project will be received by the Board of Commissioners of Belmont County at the Commissioner's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until **11:00 a.m.** local time **March 18, 2026**, and then at said office publicly opened and read aloud.

The Contract Documents, Specifications and Drawings may be examined at the following:

1. Belmont County Commission  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950
2. Vaughn, Coast & Vaughn, Inc.  
154 S. Marietta St.  
St Clairsville, OH 43950  
7406957256
3. OVCEC  
21 Armory Drive  
Wheeling, WV 26003  
304-242-0520
4. Builder's Exchange – Cleveland  
9555 Rockside Rd., Suite 300  
Cleveland, OH 44125  
866-907-6300

Method of Bidding will be as follows:

- A. **LUMP SUM PRICE BID** for construction of approximately 3,340 linear feet of 6inch HDPE sewage force main installed using conventional open-trench installation methods, a combination air release valve assembly, a submersible duplex sewage pump lift station and valve vault, a connection into a manhole in Rehm Road, and other appurtenances necessary to complete the **PENNWOOD LIFT STATION AND FORCE MAIN** as described in the Specifications and on the CONSTRUCTION DRAWINGS.

A digital copy of plans, specifications and proposal forms can be obtained from the Engineer, Vaughn, Coast & Vaughn, Inc., 154 South Marietta Street, St. Clairsville, Ohio 43950 (740) 695-7256, upon payment of a deposit of \$25 (non-refundable).

Each Bidder must submit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. If requested, each bidder must submit evidence of its experiences on projects of similar size and complexity.

Bids will be accepted from only those Bidders who are Plan Holders of Record and obtain Documents from the Engineer's office.

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.

Bidders shall be compliant with Ohio Revised Code 3517.13.

All Contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

No Bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

All work done under this contract shall be subject to all Federal Davis Bacon Wage rates and rules.

The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated

The Commissioners further declare that they will award the contract for this Project to the lowest and best Bid, which may not necessarily be the lowest Bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

By order of the Board of Commissioners of Belmont County, Ohio

Bonnie Zuzak /s/  
Bonnie Zuzak, Clerk of the Board

Times Leader: To be published 2 times: Monday, March 2, 2026 and Monday, March 9, 2026.

Please send proof of publication to: Belmont County Commission  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF APPROVING AGREEMENT FOR ENGINEERING SERVICES  
WITH VAUGHN, COAST AND VAUGHN, INC/BLAINE BOOSTER STATION & WATER MAIN  
SUMMIT AVENUE WATER MAIN AND SAND HILL WATER MAIN PROJECTS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign an agreement for engineering services with Vaughn, Coast and Vaughn, Inc., in the lump sum fee of \$65,000.00 for the design, permitting, preparation of bid documents, bidding and contract

administration for the Blaine Booster Station & Water Main, Summit Avenue Water Main and Sand Hill Water Main Projects, based upon the recommendation of Kelly Porter, Water and Sewer District Director.  
Note: This will be paid for with WWS Capital Improvement N-22 funds.

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

THIS IS AN AGREEMENT effective as of FEBRUARY 25, 2026 ("Effective Date") between Belmont County Commissioners ("Owner") and Vaughn, Coast & Vaughn, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Blaine Booster Station & Water Main, Summit Avenue Water Main, Sand Hill Water Main. ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Design, Permitting, Preparation of Bid Documents, Bidding, and Construction Administration

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or

implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose

value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**D. *Payments Upon Termination:***

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

**6.07 *Controlling Law***

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

**6.08 *Successors, Assigns, and Beneficiaries***

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**ARTICLE 7 – DEFINITIONS**

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of

Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **Not Used**
- E. Exhibit E, Notice of Acceptability of Work. **Not Used**
- F. Exhibit F, Construction Cost Limit. **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **Not Used**

- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:  
**Belmont County Commissioners**  
By: Jeffrey Echemann  
Vince Gianangeli  
APD  
Date Signed: \_\_\_\_\_

Engineer: **Vaughn, Coast & Vaughn, Inc.**  
By: Jeffrey A. Vaughn  
Print name: **Jeffrey A. Vaughn**  
Title: **Vice-Pres.**  
Date Signed: 2-16-2026

Engineer License or Firm's Certificate No. (if required):  
**01020**  
State of: **Ohio**

Address for Owner's receipt of notices:  
**101 Main Street**  
**St. Clairsville, OH 43950**

Address for Engineer's receipt of notices:  
**154 S. Marietta St.**  
**St. Clairsville, OH 43950**

Designated Representative (Paragraph 8.03.A):  
JEFFREY ECHEMANN, VINCE GIANANGELI, J.P. DUTTON  
Title: BELMONT CO. COMMISSIONERS  
Phone Number: (740) 699-2155  
E-Mail Address: [ ]

Designated Representative (Paragraph 8.03.A):  
[ ]  
Title: [ ]  
Phone Number: [ ]  
E-Mail Address: [ ]

APPROVED AS TO FORM:  
[Signature]  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

Kelly Porter, Belmont County Water and Sewer District Director, said the Blaine Booster Station & Water Main upgrade should help the pressure issues in the 647 area and let the residents have more consistent service. Summit Avenue and Sand Hill lines will be replaced.

**IN THE MATTER OF APPROVING AGREEMENT FOR ENGINEERING SERVICES WITH VAUGHN, COAST AND VAUGHN, INC/PENNWOOD LIFT STATION AND FORCE MAIN PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign an agreement for engineering services with Vaughn, Coast and Vaughn, Inc., in the lump sum fee of \$40,000.00 for the design, permitting, preparation of bid documents, bidding and contract administration for the Pennwood Lift Station and Force Main Project, based upon the recommendation of Kelly Porter, Water and Sewer District Director.

Note: This will be paid for with SSD Capital Improvement N-14 funds.

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

THIS IS AN AGREEMENT effective as of FEBRUARY 25, 2026 ("Effective Date") between  
Belmont County Commissioners ("Owner") and  
Vaughn, Coast & Vaughn, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Pennwood Lift Station & Force Main ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Design, Permitting, Preparation of Bid Documents, Bidding, and Construction Administration**

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01 *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02 *Designing to Construction Cost Limit***

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### **5.03 *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### **6.01 *Standards of Performance***

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or

implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose

value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**ARTICLE 7 – DEFINITIONS**

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of

Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. **Not Used**
- F. Exhibit F, Construction Cost Limit. **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **Not Used**

- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific Individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

|  |   |
|--|---|
| Owner:<br><b>Belmont County Commissioners</b>                      | Engineer: <b>Vaughn, Coast &amp; Vaughn, Inc.</b>                         |
| By: <u>Jerry Echemann</u><br><u>Vince Gianangeli</u><br><u>APD</u> | By: <u>Jeffrey A. Vaughn</u>  |
| Date Signed: _____   | Print name: <b>Jeffrey A. Vaughn</b>                                      |
|  | Title: <b>Vice-Pres.</b>  |
|  | Date Signed: <b>2-16-2026</b>   |
|  | Engineer License or Firm's Certificate No. (if required):<br><b>01020</b> |
|  | State of: <b>Ohio</b>   |

Address for Owner's receipt of notices:  
**101 Main Street  
St. Clairsville, OH 43950**

Address for Engineer's receipt of notices:  
**154 S. Marietta St.  
St. Clairsville, OH 43950**

Designated Representative (Paragraph 8.03.A):  
[ ] JERRY ECHEMANN, VINCE GIANANGELI  
Title: S.P. DUTTON  
BELMONT COUNTY COMMISSIONERS

Designated Representative (Paragraph 8.03.A):  
[ ]  
Title: [ ]

Phone Number: (740) 699-2155  
E-Mail Address: [ ]

Phone Number: [ ]

APPROVED AS TO FORM:  
  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

Kelly Porter, Belmont County Water and Sewer District Director, said Pennwood is a package plant that was installed by the developer in the 1970's that has outlived its usefulness. A lift station is the most cost effective. The Engineer's estimate is \$550,000. After the lift station is installed an operator or record will not be needed.

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM BORDER PATROL, LLC/EASTSIDE LIFT STATIONS IMPROVEMENT PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Change Order No. 2 from Border Patrol, LLC, for the Eastside Lift Stations Improvement Project for an increase of \$99,539.00 for a new contract total of \$1,497,779.00, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.  
*Note: This change order is in addition to the original scope and includes the replacement of 1,300 feet of force main at the Days Inn Lift Station location and will be paid with ARPA funds and/or Capital Improvement Funds.*

**CONTRACT CHANGE ORDER**

RECIPIENT Belmont County Commission CHANGE ORDER NBR 2

CONTRACTOR Border Patrol, LLC CONTRACT \_\_\_\_\_

PROJECT: East End Sewage Lift Stations Improvements DATE 2/20/2026

Description of Change:

Days Inn Force Main Replacement

Total \$99,539.00

See attached documentation

The time provided for completion in the contract for the above items is (increased/decreased) by 414 calendar days.

|                 |  |                        |
|-----------------|--|------------------------|
| RECOMMENDED BY: | <u>Allyson W. Wainwright</u><br>(Engineer) | DATE: <u>2-20-2026</u> |
| ACCEPTED BY:    | <u>[Signature]</u><br>(Contractor)         | DATE: <u>2-20-2026</u> |
| APPROVED BY:    | <u>Jerry Echemann</u><br>(Commissioner)    | DATE: <u>2/25/26</u>   |
|                 | <u>Jim Gianangeli</u><br>(Commissioner)    | DATE: <u>2/25/26</u>   |
|                 | <u>APSA</u><br>(Commissioner)              | DATE: <u>2/25/26</u>   |

|                       |           |    |
|-----------------------|-----------|----|
| Original Contract Amt | 1,269,962 | 00 |
| Previous Changes (+)  | 128,278   | 00 |
| This Change (+ / -)   | + 99,539  | 00 |
| Adjusted Contract Amt | 1,497,779 | 00 |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

Mr. Porter thanked the Commissioners for their participation on the projects. Approximately \$75 million in projects have been done over the last 10 years. Mr. Dutton said it takes a lot of money and time to stay on top of things.

Mr. Dutton said the Mayor of Barnesville is in attendance today. They are working with Barnesville, Guernsey County and Kirkwood Township on a water project. The Village of Barnesville will be taking ownership of the lines. Belmont County doesn't have any lines near the project.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:50 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and termination of public employees.  
Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

Attorney Jonathan Downes was present (via phone) until 11:30 a.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:30 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 12:30 p.m.  
Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

Mr. Echemann said there is one motion to be considered as a result of executive session.

**IN THE MATTER OF APPROVING THE TERMINATION OF BRICE KAPPLER FULL-TIME WASTEWATER OPERATOR IN TRAINING/WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the termination of Brice Kappler, full-time Wastewater Operator in Training at Belmont County Water and Sewer District, effective February 26, 2026.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:31 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 12:31 p.m.  
Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |
| Mr. Dutton     | Yes |

Read, approved and signed this 4th day of March, 2026.

Jerry Echemann /s/\_\_\_\_\_

Vince Gianangeli /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Commissioner J. P. Dutton – Absent\_\_\_\_\_

We, Jerry Echemann and Bonnie Zuzak, 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.

Jerry Echemann /s/\_\_\_\_\_ PRESIDENT

Bonnie Zuzak /s/\_\_\_\_\_ CLERK