St. Clairsville, Ohio

October 21, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, 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. Thomas, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

#### **IN THE TOTAL AMOUNT OF \$1,003,997.14**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### **IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers within fund for the following funds: <u>GENERAL FUND</u>

<u>GENERAL FUND</u> EDOM	ТО	AMOUNT
FROM E-0051-A001-A50.000 Budget Stabilization	<b>TO</b> E-0257-A015-A15.074 Transfers-Out	<b>AMOUNT</b> \$13,784.53
Will be transferred to the W80 Fund for gr		\$15,764.55
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A15.007 Unemployment	\$1,050.00
S77 COMMUNITY-BASED CORRECTION		\$1,050.00
FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$516.45
BCSSD/VARIOUS	E 1020 S077 S01.000 Hospitalization	φυτο. το
FROM	ТО	AMOUNT
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P18.010 Supplies	\$1,000.00
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P33.007 Unemployment	\$137.00
E-3702-P005-P31.000 Other Expense	E-3702-P005-P32.007 Unemployment	\$172.00
E-3702-P005-P31.000 Other Expense	E-3702-P005-P18.010 Supplies	\$2,000.00
E-3704-P051-P15.000 Other Expense	E-3704-P051-P02.010 Supplies	\$800.00
E-3707-P056-P16.074 Transfers Out	E-3707-P056-P15.000 Other Expense	\$700.00
E-3707-P056-P16.074 Transfers Out	E-3708-P056-P13.003 PERS	\$75.00
E-3707-P056-P16.074 Transfers Out	E-3708-P056-P01.002 Salaries	\$1,000.00
Upon roll call the vote was as follows:	E-5700-1050-101.002 Salaries	\$1,000.00
Opon fon can the vote was as follows.	Mr. Thomas Yes	
	Mr. Coffland Yes	
	Mrs. Favede Yes	
IN THE MATTER OF TRANSFER BETWE		<b>C</b> 1
Motion made by Mr. Thomas, seconded GENERAL FUND AND THE W80 PROSEC	by Mr. Coffland to approve the following transfers b	etween funds:
<u>GENERAL FUND AND THE W80 PROSEC</u> <u>VICTIM ASSISTANCE FUND</u>	<u>UTOR S</u>	
FROM	ТО	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1511-W080-P07.574 Transfers In	\$13,784.53
	· 2015-VOCA-19812071Grant Period 10/01/15-09/.	,
P05 WWS #3 REVENUE FUND AND THE (		
<b>RETIREMENT WATERLINE EXTENSION</b>		
FROM	ТО	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-0009-008.574 Transfers In	\$22,011.78
S01 CONCEALED HANDGUN LICENSE F	LIND	
ΑΝΝ ΤΗ Ε ΒΕΙ ΜΟΝΤ ΟΟΗΝΤΥ ΟΕΝΕΡΑΙ		
AND THE BELMONT COUNTY GENERAL	L FUND	
FROM	L FUND TO	<b>AMOUNT</b>
<b>FROM</b> E-5101-S001-S07.012 Equipment	L FUND TO E-0131-A006-A04.002 Salaries-Road	<b>AMOUNT</b> \$55,000.00
FROM E-5101-S001-S07.012 Equipment T10 WATER AND SEWER GUARANTEE D	L FUND TO E-0131-A006-A04.002 Salaries-Road	
<b>FROM</b> E-5101-S001-S07.012 Equipment	L FUND TO E-0131-A006-A04.002 Salaries-Road	
FROM E-5101-S001-S07.012 Equipment <u>T10 WATER AND SEWER GUARANTEE D</u> AND VARIOUS FUNDS/BCSSD	L FUND TO E-0131-A006-A04.002 Salaries-Road DEPOSIT	\$55,000.00
FROM E-5101-S001-S07.012 Equipment <u>T10 WATER AND SEWER GUARANTEE D</u> <u>AND VARIOUS FUNDS/BCSSD</u> FROM E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out	L FUND TO E-0131-A006-A04.002 Salaries-Road DEPOSIT TO R-3701-P003-P15.574 Transfers In R-3702-P005-P15.574 Transfers In	\$55,000.00 <b>AMOUNT</b> \$329.74 \$1,347.90
FROM E-5101-S001-S07.012 Equipment <u>T10 WATER AND SEWER GUARANTEE D</u> <u>AND VARIOUS FUNDS/BCSSD</u> FROM E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out	TO           E-0131-A006-A04.002 Salaries-Road           DEPOSIT           TO           R-3701-P003-P15.574 Transfers In           R-3702-P005-P15.574 Transfers In           R-3704-P051-P08.574 Transfers In	\$55,000.00 <b>AMOUNT</b> \$329.74 \$1,347.90 \$292.80
FROM E-5101-S001-S07.012 Equipment <u>T10 WATER AND SEWER GUARANTEE D</u> <u>AND VARIOUS FUNDS/BCSSD</u> FROM E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out	TO           E-0131-A006-A04.002 Salaries-Road           DEPOSIT           TO           R-3701-P003-P15.574 Transfers In           R-3702-P005-P15.574 Transfers In           R-3704-P051-P08.574 Transfers In           R-3705-P053-P08.574 Transfers In	\$55,000.00 <b>AMOUNT</b> \$329.74 \$1,347.90 \$292.80 \$255.28
FROM E-5101-S001-S07.012 Equipment T10 WATER AND SEWER GUARANTEE D AND VARIOUS FUNDS/BCSSD FROM E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out	TO           E-0131-A006-A04.002 Salaries-Road           DEPOSIT           TO           R-3701-P003-P15.574 Transfers In           R-3702-P005-P15.574 Transfers In           R-3704-P051-P08.574 Transfers In           R-3705-P053-P08.574 Transfers In           R-3706-P055-P08.574 Transfers In	\$55,000.00 <b>AMOUNT</b> \$329.74 \$1,347.90 \$292.80 \$255.28 \$550.36
FROM E-5101-S001-S07.012 Equipment <u>T10 WATER AND SEWER GUARANTEE D</u> <u>AND VARIOUS FUNDS/BCSSD</u> FROM E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out E-3711-T010-T04.074 Transfer Out	TO           E-0131-A006-A04.002 Salaries-Road           DEPOSIT           TO           R-3701-P003-P15.574 Transfers In           R-3702-P005-P15.574 Transfers In           R-3704-P051-P08.574 Transfers In           R-3705-P053-P08.574 Transfers In	\$55,000.00 <b>AMOUNT</b> \$329.74 \$1,347.90 \$292.80 \$255.28

Mr. ThomasYesMr. CofflandYesMrs. FavedeYes

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

Upon roll call the vote was as follows:

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 21, 2015 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

**DJFS-**Bernard Brandon to Columbus, OH, on Nov. 2-3, 2015, for APS Training. Vince Gianangeli to Columbus, OH, on December 10-11, 2015, for OJFSDA General Session. Estimated expenses: \$459.80.

**ENGINEER'S**-Steven Clark, Sign Worker and Scott Sall, Welder II, to Logan, OH. On October 22, 2015, for seminar at Osburn Signs. A county vehicle will be used for travel.

SENIOR SERVICES-Sue Neavin to The Highlands, on November 19, 2015, for a senior outing. A county vehicle will be used for travel. Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# **IN THE MATTER OF RESCHEDULING**

#### COMMISSIONERS' MEETING DAY

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the Board's regular meeting on Monday, November 9, 2015 at 9:00 a.m. instead of Wednesday, November 11, and to notify media of the same.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Announcement - The Courthouse elevator will be out of service from Monday, October 26, 2015 to November 20, 2015 to complete the final phase of its modernization.

#### IN THE MATTER OF RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

#### RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (BOARD OF COUNTY COMMISSIONERS)

#### Rev. Code, Secs. 5705.34, .35

The Board of County Commissioners of <u>Belmont</u> County, Ohio, met in <u>regular</u> session on the <u>21st</u> day of <u>October</u>, <u>2015</u>, at the office of <u>the</u> <u>Belmont County Commissioners</u> with the following members present:

Mark A. Thomas	
Ginny Favede	
Matt Coffland	

<u>Mr. Thomas</u> moved the adoption of the following Resolution:

WHEREAS, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, <u>2016</u>; and

**WHEREAS**, the Budget Commission of <u>Belmont</u> County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Board of County Commissioners of <u>Belmont</u> County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

#### SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Com- Mission Inside 10 M. Limitation	Amount to be Derived From Levies Outside 10 M. Limitation	County Au Estimate Rate to b Inside 10 M. Limit	of Tax
A. General Fund	\$2,650,000.00		2.30	
D. Children Service Fund		239,400.00		. 65
E. Children Service Fund*		427,300.00		. 35
O. Mental Health Fund*		1,526,300.00		1.25
Q. Developmental Disabilities (MRDD)		640,000.00		1.00

Total	\$2,650,000.00	\$11,795,000.00	2.30	13.25
911 Upgrade				
Special Levy Funds-MRDD S. Other Miscellaneous-		1,130,000.00		1.00
S. Other-Miscellaneous				
S. Special Levy Funds- Senior Citizens				
Special Levy Funds				
S. Airports and Commerce				
Levy Funds				
S. Mental Health Special				
Children Services				
Special Levy Funds-				
S. Child Welfare Services				
Levy Funds				
S. Relief/Welfare Special				
Construction Funds				
Q. Other-Misc				
Q.Road Construction Funds				
Q.Senior Services		1,680,000.00		1.50
Q.Senior Services		1,110,000.00		1.00
Q.Senior Services		485,000.00		. 50
(MRDD)				
Q. Developmental Disabilities		2,107,000.00		2.50
(MRDD)				
Disabilities				
Q. Developmental		1,050,000.00		1.50
(MRDD)				
Disabilities				
Q. Developmental		1,400,000.00		

\*If new Replacement Levy passes in November.

#### SCHEDULE B

#### LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND		Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND: YEAR			
Current expense levy authorized by voters on Not to exceed Years.			
Current expense levy authorized by voters on Not to exceed Years			
Current expense levy authorized by voters on Not to exceed Years			
Current expense levy authorized by voters on Not to exceed Years			
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION			
SPECIAL LEVY FUNDS:			
Levy authorized by voters onMental Health (If Passes)11/03/15not to exceed10Years		1.25	1,526,300.00
Levy authorized by voters on Children Services not to exceed 10 Years	11/02/04	.65	239,400.00
Levy authorized by voters on Children Services (If Passes) not to exceed 10 Years	11/03/15	.35	427,300.00
Levy authorized by voters on senior Services not to exceed 5 Years	11/06/12	1.00	1,110,000.00
Levy authorized by voters on Senior Services not to exceed 5 Years	11/05/13	1.50	1,680,000.00
Levy authorized by voters on Senior Services not to exceed 5 Years	11/02/10	.50	485,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years	11/04/80	1.00	640,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years	05/07/85	2.00	1,400,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years	11/04/86	1.50	1,050,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years	05/04/99	2.50	2,107,000.00
Levy authorized by voters on 911 Upgrade not to exceed 5 Years	11/06/12	1.00	1,130,000.00
Levy authorized by voters on not to exceed 5 Years			
		13.25	11,795,000.00

# And be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows: Mr. Thomas, Yes

Mr. Coffland,YesMrs. Favede,Yes Adopted the 21st day of October, 2015 Year.

*Jayne Long /s/* Jayne Long, Clerk of the Board of County Commissioners of Belmont County, Ohio.

Note: This action is necessary annually as part of the budgetary process. The board is accepting the County Auditors estimates of revenues to be generated by the tax levies for fiscal year 2016.

#### **IN THE MATTER OF ENTERING INTO CONTRACT BETWEEN BELMONT COUNTY COMMISSIONERS AND COLAIANNI CONSTRUCTION/FLUSHING SENIOR CENTER RENOVATION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract between the Belmont County Commissioners and Colaianni Construction for the Flushing Senior Center Renovation in the amount of \$187,300.00.

# ATA Document A101" – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 14th in the year 2015 (In words, indicate day, month and year.)

day of October

BETWEEN the Owner: (Name, legal status, address and other information) Belmont County Commissioners 101 W. Main Street St. Clairsville, Ohio 43950

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

Colaianni Construction 2141 State Route 150 Dillonvale, Ohio 43917

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

Flushing Senior Center 208 High Street Flushing, Ohio 43977

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

DDP and Associates, Architects/Planners 855 E. Cooke Road Columbus, Ohio 43224

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- THE WORK OF THIS CONTRACT 2
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION з
- CONTRACT SUM 4
- PAYMENTS 5
- 6 DISPUTE RESOLUTION
- TERMINATION OR SUSPENSION 7
- MISCELLANEOUS PROVISIONS 8
- ENUMERATION OF CONTRACT DOCUMENTS 9
- 10 INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION § 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fined to provide a state of commencement.

consequences. Consultation with on altorney is encouraged with respect to its completion or modification. AIA Document A201\*\*-2007.

This document has important legal

General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

fixed in a notice to proceed.)

Project start date shall be the date stated in the Notice to Proceed letter. Substantial Completion shall be 100 calendar days from said letter. Sul start date.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the wner's time requirement shall be as follows:

N/A

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§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( 100 ) days from the date of commencement, or as follows: (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
A11	100 days from start date provided in the Notice to Proceed

subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)  $N / \lambda$ N/A

#### ARTICLE 4 CONTRACT SUM

54.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be. One hundred eighty-seven thousand three hundred Dollars (\$ 187,300.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the

Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternates No. 1 and No. 6 were accepted.

§ 4.3 Unit prices, if any: N/A

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

#### Units and Limitations

Price per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item Price (\$0.00) Alternate No. 6, Signage \$3,000.00

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 22nd day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 14th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) and 30 and

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201<sup>TM</sup>-2007,

- General Conditions of the Contract for Construction; Add that portion of the Contract Sum properly allocable to materials and equipment delivered and .2
  - uitably stored at the site for subsequent incorporation in the completed construction (or ar appa suntably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( 10 %); Subtract the aggregate of previous payments made by the Owner; and Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

- .3 .4

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstance .1 Add, up

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of ALA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007. .2

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: (If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon completion of 90% of the work the total retainage amount may be reduced to 5% of the total project cost.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### 5.2 FINAL PAYMENT

\$ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate for Payment has been issued by the Architect.
- .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

In addition to the Architect's final certificate for payment, all lien waivers must be submitted for all work completed for the project's labor and materials.

#### ARTICLE 6 DISPUTE RESOLUTION

3 6.1 INITAL DECISION MAKER The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

#### § 6.2 BINDING DISPUTE RESOLUTION

§ 6.2 BINDING DISPOTE RESOLUTION For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows: (Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: (Specify)

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#### ARTICLE 7 TERMINATION OR SUSPENSION

Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document §7.1 The A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

9.8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of Interest agreed upon, if any.) 1.5% /month - 18% Appually 1.5% /month - 18% Annually

§ 8.3 The Owner's representative: (Name, address and other information)

Danny D. Popp DDP and Associates, Architects/Planners 855 E. Cooke Road Columbus, Ohio 43224

§ 8.4 The Contractor's representative: (Name, address and other information)

Ken Weaver Colaianni Construction 2141 State Route 150 Dillonvale, Ohio 43917

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract: N/A

Document	Title	Date	Pages

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# § 9.1.4 The Specifications: are included within the drawings. (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
§ 9.1.5 The Drawings: (Either list the Drawings here or i	efer to an exhibit attached to i	this Agreement.)	
Number	Title		Date
Sheets 1-16	Flushing Seni	or Center	8/11/15
§ 9.1.6 The Addenda, if any: N/A			
Number	Date		Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents: N/A .1 AIA Document E201<sup>TM</sup>-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201– 2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless emimerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
.Bid Guarantee/Contract Bond	\$187,300.00

.General Liability on all \$500,000./\$1,000,000. Bodily Injury
<u>Materials and Labor</u> <u>\$500,000./\$500,000. Property Damage</u> AMA Desument A101<sup>110</sup> - 2007. Cepyright 0:1015, 1018, 1027, 1037, 1051, 1083, 1083, 1083, 1087, 1077, 1080, 1087, 1091, 1097 and 2007 by The
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7

Init. 1

This Agreement entered sigto as of the day and year first mar all all OWNER (Signature) CONTRACTOR (Signature) Mr. Mark Thomas, President. Printed name and title) Mr. Vincent p. Colaianni, Vice President

CAUTION: You should algo an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Girny Ms. Jenny Favede, Commissioner Mr. Matt Coffland, Commissioner

#### APPROVED AS TO FORM:

Dante		lector	Barch
ROSECU	TING	ATTO	RNEY

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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### IN THE MATTER OF APPROVING AND SIGNING CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE JAMES WHITE CONSTRUCTION CO./BCSSD WASTERWATER SYSTEMS IMPROVEMENTS OHIO VALLEY MALL FORCE MAIN PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Certificate of Substantial Completion for The James White Construction Co. for the Belmont County Sanitary Sewer District **Wastewater Systems Improvements Ohio Valley Mall Force Main** Project, based upon the recommendation of Jeffrey A. Vaughn, Project Engineer. *Date of Substantial Completion*: September 8, 2015.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENTS FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTO ENERGY, INC./WISE AND BENNINGTON WELL PADS

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure** with XTO Energy, Inc. effective October 21, 2015, for "Drilling Activity" at the following sites:

- 1) 0.83 miles of CR 214 (Bellaire-High Ridge Rd.) at the Wise Well Pad
- 2) 1.55 miles of CR 5 (Glencoe Rd.) at the Bennington Well Pad

# Note: Blanket Bond #019044749 for \$3 million on file.

#### BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a politicalsubdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc, whose address is XTO Energy, Inc of 810 Houston Street, Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

### <u>RECITALS</u>

WHEREAS, Authority has control of the several county/township roads within <u>Pultney Township</u>, in <u>Belmont County</u>, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Wise Well Pad], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Wise Well Pad] (hereafter collectively referred to as "oil and gas development site") located in\_\_\_\_\_\_ Pultney Township, in \_Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.83 miles of CR 214 (Bellaire-High Ridge Rd.) and N/A miles of CR/TR (

N/A ) for the purpose of ingress to and egress from the [Wise Well Pad], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Wise Well Pad] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, 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 Drilling 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-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling 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, prior to the start of Drilling 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 <u>CR 214 Bellaire-High Ridge Rd</u>, to be utilized by Operator hereunder, is that exclusive portion beginning at <u>0.07 miles</u> past the 1 470 eastbound exit ramp, travel South on <u>CR 214 Bellaire-High Ridge Rd for 0.83 miles to location</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR 214 (Bellaire-High Ridge Rd</u>) for any of its Drilling Activities hereunder.

2. The portion of <u>CR/TR</u> (<u>N/A</u>), to be utilized by Operator hereunder, is that exclusive portion beginning at <u>N/A</u> (the intersection of <u>CR/TR</u> ending at the oil and gas development site) wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR/TR</u> (<u>N/A</u>) for any of its Drilling Activities hereunder.

3. 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 Drilling 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 Drilling 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 <u>\_\_\_\_\_\_Belmont</u> 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.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing 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.

5. 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 Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the 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 Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges**. 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.

7. 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.

8. 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.

9. If 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.

10. 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). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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.

11. 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 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 Drilling Activity whatsoever.

- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. 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.

- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on <u>October 21, 2015</u>. Executed in duplicate on the dates set forth below.

Authority	<u>Operator</u>
By: Matt Coffland /s/	By: Michael R. Johnson /s/
Commissioner/Trustee	
By: Ginny Favede /s/	Printed name: Michael R. Johnson
Commissioner/Trustee	
By: Mark A. Thomas /s/	Company Name: XTO Energy, Inc.

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Title: VP Production Operations Appalachia Division

Dated: 10-21-15

Dated: 10/2/15

Approved as to Form: *David K. Liberati /s/* Assistant

**County Prosecutor** 

# <u>Appendix A</u>

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

### BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

**THIS AGREEMENT** is entered into at <u>St. Clairsville</u>, Ohio, by and between <u>THE BELMONT COUNTY COMMISSIONERS</u>, a political subdivision, whose mailing address is <u>101 W. Main St.</u>, Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and <u>XTO Energy</u>, Inc , whose address is <u>XTO Energy</u>, Inc of 810 Houston Street, Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

**RECITALS** 

WHEREAS, Authority has control of the several county/township roads within <u>Smith Township</u>, in <u>Belmont County</u>, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Bennington Well Pad], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Bennington Well Pad] (hereafter collectively referred to as "oil and gas development site") located in <u>Smith Township</u>, in <u>Belmont County</u>, Ohio; and

WHEREAS, Operator intends to commence use of 1.55 miles of CR 5 (Glencoe Rd) and N/A miles of CR/TR (N/A) for the purpose of ingress to and egress from the [Bennington Well Pad], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Bennington Well Pad] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, 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 Drilling 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-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling 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, prior to the start of Drilling 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'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\_5 (Glencoe Rd.), to be utilized by Operator hereunder, is that exclusive portion beginning at <u>Junction of SR 147</u> <u>Travel North on CR-5 Glencoe Rd. for 1.55 miles to well site.</u> It is understood and agreed that the Operator shall not utilize any of the remainder of CR5 (Glencoe Rd.) for any of its Drilling Activities hereunder.

2. The portion of <u>CR/TR</u> (<u>N/A</u>), to be utilized by Operator hereunder, is that exclusive portion beginning at  $\underline{N}$ /<u>A</u> wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR</u> (<u>N/A</u>) for any of its Drilling Activities hereunder.

3. 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 Drilling 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 Drilling 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 <u>Belmont</u> 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.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing 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.

5. 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 Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the 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 Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges**. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- d. 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.
- e. 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.
- f. 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.

7. 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.

8. 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.

9. If 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.

10. 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). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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.

11. 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 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 Drilling Activity whatsoever.

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

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

14. 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.

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

16. This Agreement shall be in effect on <u>October 21, 2015</u>.

Executed in duplicate on the dates set forth below.

Authority	<u>Operator</u>
By: Matt Coffland /s/	By: Michael R. Johnson /s/
Commissioner/Trustee	
By: Ginny Favede /s/	Printed name: Michael R. Johnson
Commissioner/Trustee	
By: Mark A. Thomas /s/	Company Name: XTO Energy, Inc.
Commissioner/Trustee	
By: Fred F. Bennett /s/	Title: VP Production Operations Appalachia Division
County Engineer	
Dated: 10-21-15	Dated: 10/2/15
Approved as to Form: David K. Liberati /s/ Assistant	

**County Prosecutor** 

# Appendix A

Operator shall:8) Provide for videotaping of the road prior to Drilling Activity.

- 9) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 10) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 11) Maintain CR/TR during Drilling Activities for those damages caused by said Drilling Activities.
- 12) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 13) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 14) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

- 3) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 4) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT, BEL-VAR PM PHASE 2 WITH ODOT/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for pavement markings project, <u>BEL VAR PM PHASE 2, PID NO. 98761</u>, based upon the recommendation of Fred Bennett, County Engineer; Project Estimate is \$152,000.00 and ODOT shall provide to the LPA (Belmont County) 100% of the eligible costs, up to a maximum of \$150,000.00 in Federal funds.

Note: The project will be bid this winter to have work done in late Spring, 2016.

Rev. 6/24/2015 CFDA 20.205 BEL VAR PM PHASE 2 COUNTY-ROUTE-SECTION 98761 PID NUMBER 27450 AGREEMENT NUMBER 619694896 DUNS NUMBER

### LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Belmont County Board of Commissioners, acting by and through the Belmont County Engineer, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43950.

- 1. <u>PURPOSE</u>
- 1. The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 2. Section 5501.03 (D) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 3. The BEL VAR PM Phase 2 pavement marking project, ODOT PID 98761 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 4. The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. <u>LEGAL REFERENCES</u>

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

a. Section 5501.03(D) of the ORC;

- b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
- c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
- d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
- e. CFR Part 200; and
- f. Federal Funding Accountability and Transparency Act (FFATA)

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

- 3. <u>FUNDING</u>
- 1.
   The total cost for the PROJECT is estimated to be \$152,000.00 as set forth in Attachment
   1. ODOT shall provide to the LPA

   100 percent of the eligible costs, up to a maximum of
   \$150,000.00 in Federal funds. This maximum amount reflects the funding

   limit for the
   PROJECT set by the applicable Program Manager. Unless otherwise provided, funds
   through ODOT shall be

   applied only to the eligible costs associated with the actual engineering/inspection activities.
   construction of the transportation project improvements and construction
- 2. The LPA shall provide all other financial resources necessary to fully complete the funded work, cost overruns and contractor claims. PROJECT, including all 100 percent Locally-
- 4. <u>PROJECT DEVELOPMENT AND DESIGN</u>
- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 2. The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 3. The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4. The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a

pre- qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre- qualified list is available on the ODOT website at: <u>www.dot.state.oh.us/</u> <u>DIVISIONS/Engineering/CONSULTANT</u>

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. <u>ENVIRONMENTAL RESPONSIBILITIES</u>

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at

<u>www.dot.state.oh.us/CONTRACT</u>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.

5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. <u>RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION</u>

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Education assistance activities shall be performed by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR
Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable ORC regarding all activities relating to Railroad-Highway projects.
6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property.

Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the permit require the licensee or permit holder to adhere to all Title VI requirements. 7. ADVERTISING, SALE AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should

advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts

7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre- qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.

In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and 7.7 payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must performance and payment bond cost to the 100 percent locally-funded work product. allocate the correct percent of the contractor is not subject to a finding for Before awarding a contract to the selected contractor, the LPA shall verify that the 7.8 contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that recovery under ORC Section 9.24, that the the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's https://ohioauditor.gov/findings.html. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and website at release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify ODOT may immediately terminate this Agreement and release all federal funding commitments.

7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. <u>CONSTRUCTION CONTRACT ADMINISTRATION</u>

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following

information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the

LATP Manual of Procedures.

3. The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, amendments thereto.

4. The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in

relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

- concurrence of ODOT, pay directly 5. ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall this be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 6. The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Mr. Fred Bennett, PE, PS Belmont County Engineer 101 West Main Street

#### St. Clairsville, Ohio 43950 740-699-2160

If, for any reason, the LPA contemplates suspending or terminating the contract of the 8.8 Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments. If ODOT approves any suspension or termination of the contract, ODOT reserves the 8.9 right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon Contractor to ODOT to allow ODOT to direct request, the LPA agrees to assign all rights, title, and interests in its contract with the additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract performed by the Contractor on this PROJECT (the Claim), may be subrogated to entered into by the LPA for the work to be other person(s) or entity(ies) against which such ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT including requests for information and/or documents and/or to testify. for assistance in pursuing any action on the subrogated Claim 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally- funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been

appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to of such PROJECT work.

10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to ODOT through the LPA. The Contractor must document the progress and efforts made in securing the services of DBE subcontractors. In the event the Contractor being is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written a good faith effort was made to meet the goal and be sent to the LPA contracting request must indicate authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes request to Office of Contracts, 1980 West Broad Street, Mail Code 4110 recommendation and forwards the Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the approved VECP, the Contractor may request a waiver for the portion of work subject of an excluded. ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the must obtain written, signed documentation from the contractor that the DBE goal contract with the contractor, the LPA will be satisfied. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

10.4During the performance of this contract, the LPA, for itself, its assignees and successorsin interest") agrees as follows:(1)Compliance with Regulations: The LPA will comply with the regulationsrelative to nondiscrimination in

Federally-assisted programs of the United StatesDepartment of Transportation (hereinafter "U.S. DOT") Title 49,Code ofFederal Regulations, Part 21, as they may be amended from time to time,(hereinafterreferred to as the "Regulations"), which are herein incorporated byreference and made a part of this contract.Disabilities Act, Section 504 of theIn addition, the LPA will comply with the provisions of the Americans withDisabilities Act, Section 504 of the

Rehabilitation Act, FHWA Guidance, and (hereinafter referred to as "ADA/504").

**Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the (2)grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations. (3)Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability. **Information and Reports:** The LPA will provide all information and reports (4) required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the LPA under the contract until the LPA complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA

may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

#### DATA, PATENTS AND COPYRIGHTS - PUBLIC USE 11.

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented 11.2 or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay at any time during the prosecution or after the completion of work on the PROJECT. by reason of infringement,

In the case of patented pavements or wearing courses where royalties, licensing and 11.3 proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

#### 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United of public political subdivisions, or any other cause not reasonably within the LPA's control. If a States or State of Ohio or any of their departments or

default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement. If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default 12.2 days from the date of such notification to remedy the default or, if the remedy will take in has occurred, the LPA shall have thirty (30)

excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

The LPA, upon receiving a notice of termination from ODOT for default, shall cease 12.3 work on the terminated activities covered ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has under this Agreement. If so requested by with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and 12.4 every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time any such right or option or and as often as may be deemed expedient by ODOT.

#### THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS 13.

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or

immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the person performing services or supplying Director any of the obligations specified in section 126.30 of the ORC.

The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the 13.2 actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein. NOTICE

14.

Notice under this Agreement shall be directed as follows: 14.1

If to the LPA: If to ODOT: Mr. Fred Bennett, PE, PS Mr. Gregory A. Gurney, PE, CPM Ohio Department of Transportation Belmont County Engineer 101 West Main Street 2201 Reiser Avenue, SE St. Clairsville, Ohio 43920

- New Philadelphia, Ohio 446
- GENERAL PROVISIONS 15.
- 1. Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below: 1

- □1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- □2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect
- □3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)
- □4. Direct Labor plus indirect costs determined using the approved applicable Cost <sup>∞</sup> 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

Cost Rate<sup>2</sup>

Allocation Plan rate

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements

outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers<sup>5</sup> and related and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.<sup>5</sup>

2. Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period.

<sup>1</sup> Note: If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

2The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

<sup>3</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>4</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>5</sup> Question and Answer guidance can be found at the following web address:

http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20 Re %202%20CFR%20200%20(latest)%20(2).pdf

Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as Schedule) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project are Schedule separately. LPAS are responsible for ensuring funds related to this PROJECT are

reported when the activity related to the Federal award occurs.<sup>7</sup> The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-r elated dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.

15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this

<sup>6</sup> See 2 CFR §200.328. <sup>7</sup> Per 2 CFR §200.502

Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such

jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: <u>Belmont County Commission</u> STA

STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION

By: <u>Mark A. Thomas /s/</u>By: Mark Thomas Jerry Wray By: <u>Ginny Favede /s/</u> Director Ginny Favede

By: <u>Matt Coffland /s/</u> Matt Coffland Date: 10-21-15 Date:

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

## IN THE MATTER OF ACCEPTING GOSHEN TOWNSHIP TRUSTEES ROAD PETITION FOR VACATION AND REDEDICATION OF GOSHEN T-192 (EVERETT TURNER RD.) IMP 1134

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the Petition of the Goshen Township Board of Trustees for "the vacation and rededication of Goshen T-192 (Everett Turner Road) and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1134 in accordance with Ohio Revised Code Section 5553.045.

#### PUBLIC ROAD PETITION Rev. Code Sec. 5553.045 WITHOUT PETITION BY TRUSTEES

**Belmont County, Ohio** 

September 11, 2015 Imp # 1134

To the Honorable Board of County Commissioners of Belmont County, Ohio: The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described,

represent that the public convenience and welfare require the vacation and rededication of Goshen T-192 (Everett Turner Road) a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Description for the vacation of 0.151 mile of Goshen Township Road 192 (Everett Turner Road).

Situated in the Township of Goshen, County of Belmont, State of Ohio and being in the Southeast Quarter of Section 31, Township 7, Range 5. Commencing at a ½ inch rebar capped T. W. Taylor 7053 set at the northeast corner of the southeast quarter of section 31;

Thence with the quarter section line N88°59'48"W 1180.69 feet to a <sup>1</sup>/<sub>2</sub> inch rebar set capped T. W. Taylor 7053;

Thence leaving the quarter section line and with the west line of the William L. Kraverath, Jr. tracts recorded in Deed Volume 802 Page 907 and with the east line of the Robert L. Campbell Parcel I, Second Tract recorded in Deed Volume 789 Page 63 S01°09'03"W 903. 54 feet to a point in the center of Everett Turner Road said point also being the STARTING POINT for the vacation of said road;

Thence with the center of Everett Turner Road S51°41'38"E 199.66 feet to a point;

Thence continuing with the center of Everett Turner Road S48°28'36"E 200.00 feet to a point;

Thence continuing with the center of Everett Turner Road S53°11'12"E 100.00 feet to a point;

Thence continuing with the center of Everett Turner Road S56°34'41"E 150.00 feet to a point;

Thence continuing with the center of Everett Turner Road S62°44'26"E 100.00 feet to a point;

Thence continuing with the center of Everett Turner Road S72°15'00"E 50.00 feet to a point in the center of Everett Turner Road at the west end of a bridge over Long Run Creek and at the end of said vacation.

Bearings are based on grid north of the Ohio Coordinate System south zone.

This description was prepared by Thomas Wayne Taylor PS 7053 August 24, 2015.

Description for the centerline of a 60 foot wide right of way for Rededication of Goshen Township Road 192 (Everett Turner Road).

Situated in the Township of Goshen, County of Belmont, State of Ohio and being in the Southeast Quarter of Section 31, Township 7, Range 5. Commencing at a <sup>1</sup>/<sub>2</sub> inch rebar capped T. W. Taylor 7053 set at the northeast corner of the southeast quarter of section 31;

Thence with the quarter section line N88°59'48"W 1180.69 feet to a <sup>1</sup>/<sub>2</sub> inch rebar set capped T. W. Taylor 7053;

Thence leaving the quarter section line and with the west line of the William L. Kraverath, Jr. tracts recorded in Deed Volume 802 Page 907 and with the east line of the Robert L. Campbell Parcel I, Second Tract recorded in Deed Volume 789 Page 63 S01°09'03"W 903.54 feet to a point in the center of Everett Turner Road said point also being the STARTING POINT for the centerline description of said rededication; Thence with the center of Everett Turner Road S51°41'38"E 39.10 feet to a point;

Thence leaving the existing Everett Turner Road S05°33'13"W 127.47 feet to a point;

Thence S12°08'06"W 112.22 feet to a point on the east line of the Robert L. Campbell Parcel I, Second Tract and on the west line of the Robert L. Campbell Parcel II recorded in Deed Volume 789 Page 63;

Thence continuing S12°08'06"W 58.93 feet to a point;

Thence S25°12'49"E 25.28 feet to a point on the east line of the above mentioned Parcel I, Second Tract and the west line of the above mentioned Parcel II.

Thence continuing S25°12'49"E 82.33 feet to a point;

Thence S74°45'23"E 130.29 feet to a point;

Thence S88°51'17"E 494.36 feet to a point in the center of the existing Everett Turner Road at the west end of a bridge over Long Run Creek and at the end of said rededication.

Bearings are based on grid north of the Ohio Coordinate System south zone.

This description was prepared by Thomas Wayne Taylor PS 7053 August 24, 2015.

#### RESOLUTION

BOARD OF GOSHEN TOWNSHIP TRUSTEES, Belmont County, OH

For the vacation and rededication of a portion of Goshen Township Road #192

(Everett Turner Road)

Be it resolved that, pursuant to the provisions of O.R.C. 5553.045, the Board of Goshen Township Trustees, Belmont County, Ohio hereby petition the Board of Commissions of Belmont County, OH to vacate and rededicate a portion of Goshen Township Road #192 (Everett Turner Road).
Dated this <u>21st</u> day of September, 2015
Board of Trustees of Goshen Township
<u>JR Whiteley/s/</u>
J.R. Whiteley
<u>Shawn Thompson/s/</u>
Shawn Thompson
<u>Bruce Miller/s/</u>
Bruce Miller
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### IN THE MATTER OF THE VACATION AND REDEDICATION OF GOSHEN T-192

**Belmont County Commissioners** 

#### (EVERETT TURNER ROAD) IN GOSHEN TOWNSHIP, SEC. 31, T-7, R-5/RD IMP 1134

#### **Belmont County, Ohio**

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice

**Thereof on Public Road Petition** 

Rev. Code, Sec. 5553.05

RD. IMP. 1134

The Board of County Commissioners of <u>Belmont</u> County, Ohio, met in <u>regular</u> session on the <u>21st</u> day of <u>October</u>, 2015 at the <u>office</u> <u>of the Commissioners</u> with the following members present:

Mr. Thomas

Mr. Coffland

Mrs. Favede

Mr. Thomas moved the adoption of the following:

WHEREAS, A Petition submitted by the Goshen Township Trustees has been presented to this Board of County Commissioners requesting said Board to vacate and rededicate Goshen T-192 (Everett Turner Road) in Goshen Township, Section 31, Township 7, Range 5, Belmont County, Ohio.

RESOLVED, That the <u>9th</u> day of <u>November</u>, <u>2015</u>, at <u>12:30</u> o'clock <u>P.M.</u>, be fixed as the date when we will view the proposed improvement, on which date we will meet at <u>the site</u> and go over the line of said proposed improvement; and be it further

RESOLVED, That the <u>18th</u> day of <u>November</u>, <u>2015</u>, at <u>9:45</u> o'clock <u>A</u>.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the <u>Times Leader</u> a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mr. <u>Coffland</u> seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Thomas	Yes_
Mr. Coffland	Yes
Mrs. Favede	Yes

Adopted October 21, 2015

### Jayne Long /s/

Clerk, Belmont County, Ohio NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING PUBLIC ROAD (by publication) Rev. Code, Sec., 5553.05

#### **ROAD IMP. # 1134**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the public convenience and welfare require the vacation and rededication of Goshen T-192 (Everett Turner Road), a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System. The following is the general route and termini of said road: Description for the vacation of 0.151 mile of Goshen Township Road 192 (Everett Turner Road).

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Thence with the quarter section line N88°59'48"W 1180.69 feet to a  $\frac{1}{2}$  inch rebar set capped T. W. Taylor 7053;

Thence leaving the quarter section line and with the west line of the William L. Kraverath, Jr. tracts recorded in Deed Volume 802 Page 907 and with the east line of the Robert L. Campbell Parcel I, Second Tract recorded in Deed Volume 789 Page 63 S01°09'03''W 903. 54 feet to a point in the center of Everett Turner Road said point also being the STARTING POINT for the vacation of said road;

Thence with the center of Everett Turner Road S51°41'38"E 199.66 feet to a point;

Thence continuing with the center of Everett Turner Road S48°28'36"E 200.00 feet to a point;

Thence continuing with the center of Everett Turner Road S53°11'12"E 100.00 feet to a point;

Thence continuing with the center of Everett Turner Road S56°34'41"E 150.00 feet to a point;

Thence continuing with the center of Everett Turner Road S62°44'26"E 100.00 feet to a point;

Thence continuing with the center of Everett Turner Road S72°15'00"E 50.00 feet to a point in the center of Everett Turner Road at the west end of a bridge over Long Run Creek and at the end of said vacation.

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Thence leaving the existing Everett Turner Road S05°33'13"W 127.47 feet to a point;

Thence S12°08'06''W 112.22 feet to a point on the east line of the Robert L. Campbell Parcel I, Second Tract and on the west line of the Robert L. Campbell Parcel II recorded in Deed Volume 789 Page 63;

Thence continuing S12°08'06"W 58.93 feet to a point;

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Thence continuing S25°12'49"E 82.33 feet to a point;

Thence S74°45'23"E 130.29 feet to a point;

Thence S88°51'17"E 494.36 feet to a point in the center of the existing Everett Turner Road at the west end of a bridge over Long Run Creek and at the end of said rededication.

Bearings are based on grid north of the Ohio Coordinate System south zone.

This description was prepared by Thomas Wayne Taylor PS 7053 August 24, 2015.

Said Board of County Commissioners has fixed the <u>9th</u> day of <u>November</u>, 2015, at <u>12:30</u> o'clock <u>P.M.</u>, as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the <u>18th</u> day of <u>November</u>, 2015, at <u>9:45</u> o'clock <u>A.M.</u>, at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners, Belmont County, Ohio <u>Jayne Long /s/</u> Jayne Long, Clerk <u>ADV. TIMES LEADER (2) Tuesdays – October 27 and November 3, 2015</u>

**IN THE MATTER OF APPROVING AND SIGNING** 

#### **LETTER RELEASING RICE ENERGY, INC.** FROM THE RUMA DATED MARCH 19, 2014 FOR THE USE OF 0.57 MILES OF CR 78 (CHAPEL HILL ROAD)/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the letter releasing Rice Energy, Inc. from the Road Use Maintenance Agreement (RUMA) dated March 19, 2014 for the use of 0.57 miles of CR 78 (Chapel Hill Road) based upon the recommendation of Fred Bennett, County Engineer.

Note: They no longer need to use the roadway for pipeline construction and have satisfactorily restored the road.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### **IN THE MATTER OF APPROVING THE ADVERTISEMENT TO HIRE FOR THREE WATER AND SEWER DEPARTMENT EMPLOYEES/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Belmont County Sanitary Sewer District to advertise for the position of Master Mechanic (new position), and to re-advertise for the positions of Water Treatment Plant Operator and Chief Water Plant Operator, based upon the recommendation of Kelly Porter, Director.

- Master Mechanic. Class A CDL & three (3) year experience as a mechanic.
- Water Treatment Plant Operator. Must have an Ohio EPA Certification

Chief Water Plant Operator. Must have an Ohio EPA Class III Certification

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### **IN THE MATTER OF AUTHORIZING THE** HIRING OF SANDY MILOVAC AS PART TIME **DIRECTOR FOR THE POWHATAN SENIOR CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Ms. Sandra Milovac as the part time director for the Powhatan Senior Center beginning Monday, October 26, 2015 at the rate of \$10.00 per hour, not to exceed 27.5 hours per week.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# IN THE MATTER OF RESOLUTION ESTABLISHING

THE CAPITAL PROJECTS—BELMONT COUNTY

#### SSD #2, US40 EAST CORRIDOR FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution:

Pursuant to Ohio Revised Code Section 5705.13(C), the Board of Belmont County Commissioners has deemed it necessary to establish a Capital Projects-Belmont County SSD #2, US40 East Corridor Fund, to accumulate resources for the acquisition, construction, or improvement of fixed assets.

WHEREAS, this fund shall accumulate local monies transferred from the General Fund in the estimated amount of \$600,000.00 in lieu of any future grant funding for the capacity study, lift station/force main design, bidding services, project inspection/construction administration, and construction of a sanitary sewer lift station and/or force main along US40, and;

WHEREAS, this fund can only be used for the purposes described pursuant to all other laws and regulations related to expenditures, normally the Ohio Revised Code, and;

WHEREAS, this fund may be rescinded at any time by resolution and money that has accumulated in the fund shall be transferred to the fund or funds from which the money was originally transferred, and;

WHEREAS, money shall not be accumulated in this fund for more than five (5) years and, if not used after five (5) years, the fiscal officer shall transfer all money in the fund to the fund or funds from which that money originally was transferred or the fund that originally was intended to receive the money.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OFAPPROVING AND AUTHORIZING **COMMISSION PRESIDENT TO SIGN THE OHIO BUREAU OF WORKER'S COMPENSATION-AGREEMENT/APPLICATION** FOR SAFETY INTERVENTION GRANT/ENGINEER'S

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Ohio Bureau of Workers' Compensation-Agreement/Application for Safety Intervention Grant on behalf of Fred Bennett, County Engineer.

Application for Safety Intervention Grant Section VII. AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION and <u>the Belmont County Commissioners</u>

Employer's Full Legal Name

Agreement between the Ohio Bureau of Workers' Compensation and Employer This is an agreement by and between <u>Belmont Cty Commissioners</u> (hereinafter,

Employer's Full Legal Name

"<u>Commissioners</u>"), with its principal place of business located at Employer's Name

<u>101 W Main Street, St. Clairsville</u>, Ohio <u>43950</u>, and the State of Ohio, Bureau of Address ZIP code

Workers' Compensation (hereinafter, the "BWC"), having offices at 30 W. Spring St., Columbus, OH 43215-2256, entered into the day, month and year set out below.

Whereas, the administrator of workers' compensation may issue a grant to defray the costs incurred by an employer who elects to participate in the safety intervention grant program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56, wherein an employer may receive grant monies for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses, called herein safety intervention grant program.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following conditions.

Eligibility — Acceptance of the employer into the safety intervention grant program is contingent upon the employer's: (a) submission and approval of an application, (b) demonstrated need for intervention, e.g. completion of a risk assessment, and (c) being an active, timely premium payroll customer of the Ohio State Insurance Fund as of the date of execution of this agreement and for its duration. Distribution of grant monies — Subject to the conditions precedent in this agreement and subject to available BWC resources, the employer and BWC mutually understand and agree that the total sum of the grant to be issued by BWC shall not exceed a 3-to-1 ratio of the monies contributed by the employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$40,000. The employer must contribute \$13,333 in order to receive the maximum grant amount of \$40,000. The employer understands and acknowledges that BWC will not issue a grant matching any expenditures that exceed \$13,333. The \$40,000 safety grant is the maximum per eligibility cycle. If the employer has not received the maximum amount of money available through the SafetyGRANT\$ program during their eligibility cycle, the employer may reapply and have its application approved to enter into another agreement until the employer has received a total of \$40,000 for that cycle.

Employer responsibilities — The employer participating in the safety intervention grant program, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, all of which are fully incorporated herein by reference. *The employer will be responsible for using the awarded grant in the manner for which it is intended, and will be required to provide BWC with documentation. This documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward the approved intervention. The employer understands that approved safety intervention equipment may not be rented or leased. The employer agrees to allow a BWC safety consultant to conduct a comprehensive safety evaluation of their overall safety practices. Further, the employer agrees not to eliminate jobs due to participation in the safety intervention grant program. All interventions must receive approval prior to purchase in order to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. The employer agrees to allow BWC to publish safety intervention grant results including, but not limited to, data, videos, specifications, and/or photos for the purposes of illustrating, educating, and training employers and employees.* 

Time of performance—*Employers must make all equipment purchases within 90 days of BWC issuing the grant check. BWC will consider allowing additional time, up to a maximum of 90 days, upon the request of the employer. However, the extension must be made <u>within</u> the initial 90 day period. Within 30 days of the 90 day purchase period, the employer will be required to provide BWC with a check for all unused grant monies, a copy of the approved budget and itemized expense report, original paid invoices/receipts pertaining to all equipment and/or services purchases, and copies of all cancelled checks to support that all invoices associated with the intervention were paid in full.* 

The employer shall provide BWC quarterly data reports electronically for two years which detail the hours worked by the affected population and list claim numbers affected by the intervention, if any. Quarterly reports and one year case study are due within 30 days of the reporting period. One year after the date of the intervention implementation, the employer shall complete and submit the one year case study report template via fax or US Mail. If a report is not filed, or if a report is not written as described in the application, the employer shall be liable to repay the full amount of the grant.

Disqualification — If for any reason the employer participating in the safety intervention grant program fails to satisfy one or more of the criteria established in the Application and Instructions, OAC 4123-17-56, and this agreement, including, but not limited to, the requirement of maintaining active coverage, timely payments thereof, and the obligations described in the Employer Responsibilities and Time for Performance sections, the employer may be disqualified from the program. *Disqualification will result in the termination of BWC's obligations under this agreement. BWC reserves the right to recover grant monies by one or more of the following methods: billing the employer for the grant money received, forwarding the employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil and/or legal remedy.* 

If the employer merges or combines its business after receiving a grant, but before completing the two years of measurement reporting, the BWC Successorship Liability Policy will go into effect. The grant/predecessor employer is responsible for notifying the successor employer of the obligations under the Safety Intervention Grant program. The successor employer may be liable to repay any and all previously paid grant monies if these obligations are not met.

Disclaimer — If implemented correctly by the employer, the goal of the safety intervention grant program is to substantially reduce or eliminate injury and illness in the workplace and, hence, claims associated with the affected processes. BWC does not guarantee or warrant that the implementation of such a plan will result in a substantial reduction or elimination of injuries and illnesses in the workplace. In the event of an injury or occupational disease arising from the implementation of the program, the employer and the employee's sole and exclusive remedy shall be pursuant to workers' compensation laws of the appropriate jurisdiction. In no event, shall BWC be liable for any damages in contract or in tort Ohio elections law: Grantee hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 Conflicts of interest and ethics compliance certification: Grantee affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Grantee affirms that a person who is or may become an agent of Grantee, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract. Grantee agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise. Non-Discrimination and Equal Employment Opportunity: The Grantee will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages the Grantee to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

Authority —The person signing below for the employer states that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibili-ties with the employer; and the employer agrees that the signer or his, or her

successor, will have the authority to oversee the car-rying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By initialing this box, the employer agrees that prior purchases have not been made. The employer also confirms understanding that all grant approved purchases are to be made within 90 days after the award date. Additionally any changes to the original intervention must receive prior approval by BWC.

By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Modifications: The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement. In witness whereof, the parties hereunto affix their signatures this day of  $\underline{\text{October}}_{\text{Month}}$   $\underline{21}_{\text{Month}}$ ,  $2015_{\text{Month}}$ .

Employer's full legal name <u>Belmont County Commissioners</u> Federal tax I.D. <u>34-6000236</u> President\_ Title Name (please print) Mark A. Thomas Signature <u>Mark A. Thomas/s/</u> State of Ohio, Bureau of Workers' Compensation SafetyGrant Safety Intervention RSP October 2013 BWC-6683 (Rev. June 23, 2014) SH-53 Approved as to Form: Dan P. Fry/s/ **Prosecuting Attorney** Upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

# IN THE MATTER OF SENIOR SERVICES

#### YEAR TO DATE REPORT

Mr. Armitage, Executive Director of Senior Services of Belmont County, gave a report and outlined year to date activities for his department (see report on file). The Board thanked Mr. Armitage and his staff for their work and the taxpayers for supporting the levies.

#### **IN THE MATTER OF BID OPENING FOR THE OAKVIEW SENIOR SERVICES/RECORDS BUILDING ROOF & GUTTERS REPLACEMENT PROJECT**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for the Flushing Senior Center Renovation; they proceeded to open the following bids:

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NAME	BID BOND	<b>BID AMOUNT</b>
Heartland Construction	X	\$219,028.66
878 Bollinger Road		
Bellville, Ohio 44813		
Hick's Roofing, Inc.	X	\$242,000.00
2162 Pleasant Valley Road NE		
New Philadelphia, Ohio 44663		
Kalkreuth Roofing & Sheet Metal	X	\$164,450.00
53 14th St Ste. 100		
Wheeling, WV 26003		
N.F. Mansuetto	Χ	\$278,360.00
116 Wood Street		
Manting Former Ohio 12025		

Martins Ferry, Ohio 43935

Present for the bid opening was Jack Regis, Facilities Manager.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Oakview Senior Services/Records Building Roof & Gutters Replacement project to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### 10:15 Subdivision Hearing-Olde Cumberland "Stones Throw"

Present: Engineer Fred Bennett, Drafting Technician Ruth Graham, Deputy Engineer Terry Lively, Petitioners John Dutton and Teresa Shaffer. Mrs. Graham stated this is a road extension creating sixteen new lots and an out lot. Mrs. Graham reviewed maps with the Board.

#### **IN THE MATTER OF FINAL PLAT APPROVAL FOR**

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#### OLDE CUMBERLAND "STONES THROW" **RICHLAND TOWNSHIP SEC. 15, T-7, R-4**

#### "Hearing Had <u>10:15</u> A.M."

### "FINAL PLAT APPROVAL"

#### O.R.C. 711.05

Motion made by Mr. Thomas seconded by Mr. Coffland to grant the final plat for the following:

#### RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Olde Cumberland "Stones Throw", Richland Township Sec. 15, T-7, R-4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees. Mr. Coffland seconded the motion and upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF BREAST CANCER AWARENESS MONTH

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in recognition of Breast Cancer Awareness Month.

#### **PROCLAMATION** HONORING **BREAST CANCER AWARENESS MONTH**

**WHEREAS**, too often, precious lives are interrupted or cut short by cancer. Breast cancer, one of the most common cancers among American women, affects roughly 230,000 women as well as 2,300 men each year and is responsible for more than 40,000 deaths annually in the United States; and

WHEREAS, breast cancer does not discriminate, it strikes people of all races, ages, and income levels and we must raise awareness of this disease and its symptoms so we can more easily identify it and more effectively treat it; and

**WHEREAS**, breast cancer is often hereditary, and individuals whose family history puts them at increased risk for breast cancer should discuss with their doctor or qualified health professional the proper prevention and early diagnosis strategies; and

WHEREAS, this month, as we honor those whose lives were tragically cut short by breast cancer and as we stand with their families, let us arm ourselves with the best knowledge, tools, and resources available to fight this devastating disease; and

WHEREAS, regular screenings and quality care are vital to improving outcomes for millions of people, and we are making strides in improving treatment options; and

**WHEREAS**, Breast Cancer Awareness Month is an opportunity to increase awareness of the disease and to encourage individuals to have a plan to detect the disease in its early stages.

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners do hereby recognize October as BREAST CANCER AWARENESS MONTH and call this observance to the attention of all our citizens.

Adopted this 21<sup>st</sup> day of October, 2015.

#### **BELMONT COUNTY COMMISSIONERS**

Mark A. Thomas /s/ Ginny Favede /s/ Matt Coffland /s/

Upon roll call the vote was as follows:

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

Mrs. Cara Gazdik, a breast cancer survivor, was present to share her story.

#### **IN THE MATTER OF QUARTERLY TOURISM REPORT** FOR JULY, AUGUST, SEPTEMBER, 2015

Present: Doc Householder and Board Member Bill Goff. Doc provided his report for July, August and September, 2015. There are a total of 1,367 rooms in Belmont County hotels and motels now and another 200 coming next year.

#### Mr. Thomas noted the meeting will be kept open for potential action regarding Health Insurance.

Reconvened 2:40 p.m. Commissioners Thomas and Favede present.

#### IN THE MATTER OF ESTABLISHING THE EMPLOYEE CONTRIBUTION LEVEL FOR THE ANTHEM INSURANCE PLAN 5C

Motion made by Mr. Thomas, seconded by Mrs. Favede to establish the Belmont County employee contribution level for the Anthem Blue Cross/Blue Shield Plan 5c to be consistent with the established amounts for the current Anthem Plan 1bb.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Absent

#### IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 2:41 P.M.

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 2:41 p.m. Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Absent

Read, approved and signed this 28th day of October, 2015.

Mark A. Thomas /s/

*Ginny Favede /s/* COUNTY COMMISSIONERS

Matt Coffland /s/

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

Mark A. Thomas /s/ PRESIDENT

Jayne Long /s/ CLERK