

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for September 9, 2019

Meeting to order

Jon Kochis called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Board Members present at the meeting were Jon Kochis, Bill Fagan, Michael Kaper, and Rick Szabrak. Board members absent were Glenn Burns, Bill McNeer, and Pat Ferguson. Also present were Staci Knisley, Al Moyer, Jimmy Shadd, Ben Cooley, and Joshua Horacek.

Opportunity for the Public to Address the Board

No members of the public addressed the Board.

Approval of Minutes for the August 12, 2019 meeting

On motion of Bill Fagan and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the minutes from the August 12, 2019 meeting.

Voting aye thereon: Fagan, Kaper, Kochis, and Szabrak

Absent were: Burns, McNeer, and Ferguson

Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Moyer reported that they will mow the horseshoe area of the field. He reviewed the map with the Board for the correct mowing area. He ordered the break aways for the taxi-lights that needed replaced. The fuel tank has been moved down by the gate. The box plow and bucket from the old tractor is being installed for use on the new tractor. The old tractor could still be used. The new snowplow truck from the Engineer's Office will be donated to the Airport by November. The zero turn is being repaired. The bearings are worn out.

HAS requests the Board for a one-time open trash container to clean up hangar G6 in October.

Mr. Kochis reported that there is county equipment and HAS equipment that needs removed. Mr. Kochis stated that the rental could be \$200-\$400 a month. He recommended the request be discussed again at next month's Board meeting.

Mr. Moyer will get size and price estimates for the trash container.

Ms. Knisley stated that she will send Mr. Moyer the county inventory list. Items that are on there will need to go through the proper county disposal paperwork process.

Sundowner Aviation/Airport Manager Update – Monthly Board Report

a. Monthly Report

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Mr. Shadd reviewed the July monthly report, see attached to minutes. There are 4 people on the hangar waiting list. Fuel sales are up. Jet A Fuel is still being sold out of the fuel truck. The jet a pump is still on back order.

Mr. Kochis stated that when construction begins on the terminal apron, east side access is the only access for fuel.

Mr. Shadd will put a NOTAM out when the construction begins.

Standing Committee Updates:

1. **Airport Improvement – Jon Kochis**

- a. **Engineer's Summary Report – Crawford Murphy Tilly, Inc. (CMT)**
Mr. Cooley with CMT reviewed the engineer's summary report. See attached to minutes.
- b. **Master Professional Agreement with CMT**

Mr. Kochis reported that this agreement is for 5 years. The Request of Proposal process was completed and approved in a prior Board meeting. Assistant Prosecuting Attorney Joshua Horacek reviewed the agreement. There is an attachment with the agreement for their fees. He recommends that the agreement be approved.

- **Approval of Master Professional Agreement between Crawford Murphy Tilly, Inc., (CMT) Consulting Engineers, and the Fairfield County Airport Authority and Approval of authorization for Jon Kochis to sign agreement**

On motion of Michael Kaper of and second of Rick Szabrak, the Fairfield County Airport Authority Board voted to approve Master Professional Agreement between Crawford Murphy Tilly, Inc., (CMT) Consulting Engineers, and the Fairfield County Airport Authority and Approval of authorization for Jon Kochis to sign agreement. (See attached to minutes)

Voting aye thereon: Kaper, Szabrak, Kochis, and Fagan
Absent was: Burns, McNeer, and Ferguson
Motion passed.

c. Invitation to Bid (ITB) for Snow Removal Equipment (SRE) Building

Mr. Kochis reviewed with the Board the SRE recommended area and specifications. It could be a future FAA funded item but will be paid for out of local funds initially. The Board of Commissioners will also be a party to this project.

- **Approval of CMT agreement for project management of the Snow Removal Equipment (SRE) Building for a lump sum amount of \$2,600 and Approval of authorization for Jon Kochis to sign agreement**

On motion of Michael Kaper and second of Bill Fagan, the Fairfield County Airport Authority Board voted to the approve the CMT agreement for project management of the Snow Removal Equipment (SRE) Building for a lump sum amount of \$2,600 and Approval of authorization for Jon Kochis to sign agreement. (See attached to minutes)

Voting aye thereon: Kaper, Fagan, Kochis, and Szabrak

Absent was: Burns, McNeer, and Ferguson

Motion passed.

Mr. Kochis reported that the ITB will be released in a few weeks. There is an alternate on the bid request for insulation and national gas heat just for pricing. It is the intent to have the building completed by the end of December.

Mr. Kochis asked Mr. Moyer to get the highest piece of equipment measurement for accurate specifications on the ITB.

d. **Approval of agreement with B & B Sealing, LLC, Dura-Seal to rehabilitate the Terminal Apron in the amount of \$185,907.50 and approval of authorization for Jon Kochis to sign agreement**

On motion of Bill Fagan and second of Rick Szabrak, the Fairfield County Airport Authority Board voted to approve the agreement with B& B Sealing, LLC, Dura-Seal to rehabilitate the Terminal Apron in the amount of \$185,907.50 and approval for Jon Kochis to sign agreement. (See attached to minutes)

Voting aye thereon: Fagan, Szabrak, Kochis, and Kaper

Absent was: Burns, McNeer, and Ferguson

Motion passed.

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e. Local Paving Projects ITB update

Mr. Kochis reported that the local paving project bids were opened on Friday, September 6. The lowest bidder was Dura Seal (B& B Sealing Inc) for \$72,100. Our estimate was \$76,000, although we did not have an official engineer's estimate. Dura Seal intends on doing this project at the same time of the rehabilitation to the Apron.

Mr. Kochis recommends the award and contract be approved after the Prosecutor reviews the agreement.

- **Approval of the Award of Bid for the 2019 Local Paving Projects in the amount of \$72,100 to Dura Seal (B & B Sealing, LLC) and a motion to allow Mr. Kochis to sign the agreement after reviewed and approved by the County Prosecutor**

On motion of Michael Kaper and second of Bill Fagan, the Fairfield County Airport Authority Board approve the Award of Bid for the 2019 Local Paving Projects in the amount of \$72,100 to Dura Seal (B & B Sealing, LLC) and a motion to allow Mr. Kochis to sign the agreement after reviewed and approved by the County Prosecutor (See attached to minutes)

Voting aye thereon: Kaper, Fagan, Kochis and Szabrak
Absent was: Burns, McNeer, and Ferguson
Motion passed.

f. Storm Water Rehab

Mr. Kochis reported that all projects are finished for the year. The east end or loop was a total restoration from years of farming. This fits with our FAA Wildlife plan. We still have work to do in the infield. This will be done in 2020.

Mr. Kochis let Mr. Majors know that he could remove the bridge that was left here by the Skydiving company. The bridge clogs up stormwater. The bridge is not on county inventory.

2. **Strategic Planning Committee – Rick Szabrak**

Mr. Szabrak reported that there has not been a committee meeting since the last Board meeting. We asked Mr. Myers to send an official proposal to the Board relating to building new hangars.

3. **Community Relations – Michael Kaper & Rick Szabrak**

Mr. Kaper had nothing new to report.

Mr. Kochis reported that a citizen was upset about a yellow crop duster. He referred the citizen to the FAA.

4. **Facilities and Grounds – Michael Kaper & Bill Fagan**

Nothing new to report.

5. **FBO Liaison – Pat Ferguson (absent)**

Nothing new to report.

6. **Finance - Glenn Burns (absent)**

a. **New financial reporting requirements**

Ms. Knisley reported that the State Auditor is requiring the Airport to make more changes relating to reporting. In December of 2019, the Airport Board will have to approve their budget. Any appropriations in 2020 and beyond will have to be approved by the Board. All bills will have to be approved retroactively by the Board. There are still things to work out before finalizing the changes.

b. **Financial Reports**

The Board reviewed the following financial reports:

- 2019 Budget Projection & YTD report
- Purchase Order list
- Smart Card Fuel accounts
- Utility cost report

c. **Hangar Rental Fees increase**

Mr. Kaper reported his finding on hangar rent amounts at other Airports. Mr. McNeer had contacted Bolton, OSU, and Newark's Airports and reported their

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information from 2013. Mr. Kaper called all 3 airports for their latest fees. Newark's fees have increased about \$20. OSU's increase was about \$15. There was no response from Bolton.

Mr. Szabrak asked how our Airport compares to their fees.

Mr. Kaper reported that Bolton's fees were less than our Airport in the past.

Mr. Kochis talked with Mr. McNeer in the past few months. He and I both recommend that it is time to increase the hangar rent.

Ms. Knisley stated that if there is an increase for 2020, she recommends it be decided by November or December. She sends a notice to tenants annually about the following year's rent amounts.

Mr. Szabrak stated that if current tenants are not paid up according to their terms, they should be reminded that we have a waiting list of people waiting to get into hangars.

Mr. Kochis suggested that the Board should consider not doing monthly hangar leases and to fill them with yearly tenants due to the 4-5 people on the waiting list.

Mr. Szabrak recommended the month to month hangar rent have a higher premium. Currently it is 10% above the yearly lease monthly amount.

d. Payment of Bills

i. **Approval for payment of bills totaling \$ 3,843.04**

On motion of Michael Kaper and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$ 3,843.04. (See invoice summary attached to minutes)

Voting aye thereon: Kaper, Fagan, Kochis, and Szabrak
Absent was: Burns, McNeer, and Ferguson
Motion passed.

ii. **Motion to approve retroactively August payments totaling \$86,561.78**

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On motion of Michael Kaper and second of Bill Fagan, the Fairfield County Airport Authority Board motioned to approve retroactively August payments totaling \$86,561.78. (See attached to minutes)

Voting aye thereon: Kaper, Fagan, Kochis, and Szabrak
Absent was: Burns, McNeer, and Ferguson
Motion passed.

7. **Security & Safety – Jon Kochis & Bill McNeer (absent)**

Nothing new to report.

8. **Tenant Relations – Glenn Burns (absent) & Bill Fagan**

a. **Rent Status Spreadsheet**

The Board reviewed the rent status spreadsheet.

b. **Hangar J lease renewal**

Mr. Kochis gave a draft agreement to Mr. Shadd with Sundowner Aviation for their review.

c. **Hangar Lease Agreements**

Mr. Kaper stated he will review all leases to see if we need to make any changes.

9. **Web – Bill McNeer (absent) & Rick Szabrak**

Nothing new to report.

Old Business

a. **Bridge behind R Hangars**

Nothing new to report.

b. **Allowing Investors to build T-hangars with a county land lease**

Nothing new to report.

New Business

None

Informational Items

None

Calendar of upcoming events and other important dates

The Board reviewed the following calendar of upcoming events and other dates:

- a. Aviation Insurance expires 12/31/19
- b. HAS lease agreement w/Commissioners expires on 12/31/19
Mr. Kochis is working on a draft agreement to present to the Board of Commissioners.
- c. HAS authorization for use of 3 unoccupied hangars expires 12/31/19
- d. Storm Water Plan – Review and Approve annually – February 2020
- e. FBO agreement expires 12/31/2020
- f. Doug Majors Noxious Weed Control agreement expires 12/31/2020
- g. Legal Services agreement with County Prosecutor expires 12/31/2021
- h. FAA lease for space expires 9/30/2022
- i. HAS mowing and snow removal contract expires on 9/30/2022
- j. Lease with Board of Commissioners to operate facilities expires on 11/16/2022

Executive Session relating to Imminent Litigation

On the motion of Jon Kochis and second of Michael Kaper the Board voted to enter into Executive Session to discuss Imminent litigation at 7:06 p.m.

Discussion: Mr. Kochis stated that the following people be included in the executive session:
All Airport Board members, Staci Knisley, and representative of the Fairfield County Prosecutor's Office.

Roll call on the motion as follows:

Voting aye thereon: Kochis, Kaper, Fagan, and Szabrak

On the motion of Bill Fagan and second of Michael Kaper, the Board voted to exit Executive Session at 7:17 p.m.

Roll call on the motion as follows:

Voting aye thereon: Kochis, Kaper, Fagan, and Szabrak

Adjournment

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to adjourn at 7:18 p.m.

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Next meeting is Monday, October 14, 2019 at 6:00 pm at the Airport Terminal

Meeting minutes for the September 9, 2019 meeting were approved on October 14, 2019

Aye

Glenn Burns

Aye

Bill Fagan

Aye

Rick Szabrak

Aye

Jon Kochis

Absent

Michael Kaper

Aye

William McNeer

Aye

Pat Ferguson

Staci A. Knisley

Staci A. Knisley, Airport Clerk

Monthly Board Report 2019

| ITEM | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC |
|--------------|---------|--------------------------|---------|---------|--------|---------|--------|---------|------|-----|-----|-----|
| T HANGAR | 70/72 | 70/72 | 72/72 | 72/72 | 72/72 | 72/72 | 72/72 | 72/72 | | | | |
| OCCUPANCY | | 4 people on waiting list | | | | | | | | | | |
| R HANGAR | 6 of 6 | 6 of 6 | 6 of 6 | 6 of 6 | 6 of 6 | 6 of 6 | 6 of 6 | 6 of 6 | | | | |
| OCCUPANCY | | 2 people on waiting list | | | | | | | | | | |
| NEW LEASES | 2 | 1 | 2 | 1 | 1 | 1 | 0 | 1 | | | | |
| OVERNIGHT | Sayers | Sayers | 0 | 0 | 0 | 0 | 0 | | | | | |
| FUEL SALES | 1169.41 | 1291 | 1586.75 | 2032.45 | 5784.8 | 2844.36 | 2670.5 | 5508.07 | | | | |
| 100LL | | | | | | | | | | | | |
| FUEL SALES | 947 | 0 | 1689 | 1499.4 | 306.1 | 1506.4 | 2720.7 | 6824.53 | | | | |
| JET A | | | | | | | | | | | | |
| # OPERATIONS | 800 | 1200 | 1500 | 1800 | 3800 | 2200 | 2000 | 5000 | | | | |
| HANGAR | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE | | | | |
| ISSUES | | | | | | | | | | | | |
| PUBLIC | | | | | | | | | | | | |
| COMMENTS | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE | | | | |
| FAA | | | | | | | | | | | | |
| INCIDENTS | NONE | NONE | NONE | NONE | NONE | NONE | NONE | NONE | | | | |

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Board Meeting, September 9, 2019**

Engineer's Summary Report

1. FY 18 ODOT Aviation Grant Project
Taxiway B Lighting Rehab – Project completed
Final Reimbursement in process

2. FAA FY18 Grant – Construct Taxiway D (design phase)
Grant Close out paperwork initiated.

3. FY 19 ODOT Aviation Grant – Rehabilitate Terminal Apron
Pre-construction meeting this Thursday with Airport/Sate/CMT with
anticipated field start on Sept 23 +/-.
Contractor – B&B Sealing LLC dba DuraSeal \$185,907.50

4. FY 19 FAA AIP Grant Application
Low bidder: Strawser Paving at \$526,654.50
Grant received and executed total amount \$588,654.50 (\$529,789.00
federal, \$29,432.73 ODOT and \$29,432.77 LHQ). Project initiation
being pushed to a spring 2020 start date. Largely driven by time to get
all electrical in place and avoid paving in late November timeframe.
 - a. ODOT FY20 – Grant application made for Apron B, C1 Rehab. On
May 1. LHQ given notice of intended award. Congratulations.
Work to be designed and bid for spring/summer 2020 construction.

5. Action Items:
 - a. Approval of CMT agreement for ITB preparation – Maintenance
Structure - \$2600.00
 - b. Approval to Proceed with advertisement of Snow Removal
Equipment (SRE) Facility Invitation To Bid (ITB) package.

Master Professional Service Agreement between Crawford Murphy and Tilly, Inc, Consulting Engineers, and the Fairfield County Airport Authority

Section 1. General

THIS MASTER AGREEMENT, made and entered into this 9th day of September, 2019 (hereinafter Effective Date), by and between, Crawford Murphy and Tilly, Inc, Consulting Engineers, whose address is 2750 West Washington Street, Springfield IL 62702 (hereinafter referred to as "Crawford, Murphy & Tilly, Inc.") and the "Client" identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- Client: Fairfield County Regional Airport Authority
- Address: 3430 Old Columbus Road NW, Carroll Ohio 43112
- Phone Number: 740-652-7093
- Contact Person: Glenn Burns – Board President

Title: Professional Services for the Design, Engineering and Construction Administration/Inspection of Airport Improvement Projects for 2019 through 2024, or the "Project"

The "Contact Person" designated above shall have the complete authority to act on behalf of the Client, including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement.

CRAWFORD, MURPHY & TILLY, INC. and Client agree that a separate Task Order, in a form substantially similar to that attached hereto as Attachment A, shall be issued and mutually executed for each separate Project authorized by the Client during the term of this Master Agreement. Each Task Order will establish and set forth Crawford, Murphy & Tilly, Inc.'s responsibilities, compensation and timing of services in connection with a specific Project and upon execution of such Task Order is hereby incorporated by reference.

The Master Agreement together with an executed Task Order or Addendum to the Task Order and any Attachments to either shall constitute the Agreement between CRAWFORD, MURPHY & TILLY, INC. and the Client (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies and disputes concerning the scope of services, precedence shall be given in the following order: a fully executed Task Order (later executed Task Orders and Addendums to Task Orders as well as email authorizations as provided herein taking precedence over earlier dated Task Orders, Addendums, and email authorizations for a specific Project), Amendments to this Agreement, provisions of this Agreement, and required provisions contained in any governmental regulation incorporated herein by reference. With respect to all other matters, precedence shall be given in the following order Amendments to this Agreement, provisions of this Agreement, and required provisions contained in any governmental regulation incorporated herein by reference and a fully executed Task Order (later executed Task Orders as well as email authorizations as provided herein taking precedence over earlier dated Task Orders, Addendums, and email authorizations for a specific Project).

Section 2. General Description of Project and Project Area

The Client's Project(s) shall be as described in a Task Order for each specific Project, which Task Order is incorporated by this reference

The project area for each Project shall be as described in a Task Order for each specific Project.

Section 3. General Description of Professional Services

The Professional Services to be provided by CRAWFORD, MURPHY & TILLY, INC. shall be as set forth in a Task Order for each specific Project.

Any services beyond those identified in each specific Task Order shall be considered Additional Services and shall be authorized in writing by an Addendum to the Task Order executed by both parties or via email as provided herein. The parties

agree that any modifications or additions to the legal terms and conditions of this Agreement must be effected through a properly executed Amendment to this Agreement and any such changes included in an email transmission shall be considered void and of no effect.

Section 4. Compensation to Be Paid to ENGINEERING FIRM

Compensation to be paid to CRAWFORD, MURPHY & TILLY, INC. for providing the requested Services shall be as set forth in a Task Order for each specific Project. Fees for Task Orders developed during the initial year of this Agreement will be developed based on the CRAWFORD, MURPHY & TILLY, INC. 2019 Hourly Rates as shown in Attachment "B". It is intended that the rates shall be adjusted annually to correspond with the rate of inflation as determined by the Consumer Price Index (CPI) for All Urban Consumers, All Item, Fairfield County, Ohio Area not to exceed three percent (3%) per year. CRAWFORD, MURPHY & TILLY, INC. must request price adjustments, in writing, 30 days prior to the intended annual adjustment. If CRAWFORD, MURPHY & TILLY, INC. fails to request a CPI price adjustment 30 days prior to the intended annual adjustment, the adjustment will be effective 30 days after the Client receives Crawford, Murphy & Tilly, Inc.'s written request. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed, and the hourly rate schedule used for a Task Order shall not be adjusted thereafter during the period of the Task Order.

Section 5. Date of Commencement and Completion

The Date of Commencement for Services and completion dates for Services performed for a specific Project shall be as set forth in a Task Order for such Project or if no date is established, the date CRAWFORD, MURPHY & TILLY, INC. commences and completes the Services. CRAWFORD, MURPHY & TILLY, INC. shall not be obligated to commence services until this Agreement and applicable Task Order(s) are fully executed. CRAWFORD, MURPHY & TILLY, INC. shall perform its services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect for two years from the Effective Date with the option to extend the term of this Agreement for up to three additional one-year extensions which shall be exercised by a written notice from the Client prior to expiration of the initial two year term and then prior to the expiration of the first one-year extension.

Section 6. Terms and Conditions

6.1 Delayed Services: ENGINEERING FIRM's fees have been calculated in anticipation of orderly and continuous progress of each separate Project. If services are disrupted or delayed for reasons beyond Crawford, Murphy & Tilly, Inc.'s control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be equitably adjusted.

6.2 Invoice Procedures and Payment: CRAWFORD, MURPHY & TILLY, INC. shall submit invoices to the Client for Services rendered during each invoicing period which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby CRAWFORD, MURPHY & TILLY, INC. will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by CRAWFORD, MURPHY & TILLY, INC. and shall be due and payable by the Client upon receipt. If an invoice remains unpaid 30 days after the date of the invoice, CRAWFORD, MURPHY & TILLY, INC. may, immediately upon giving notice of its intent to do so, suspend services or terminate this Agreement and pursue its remedies for collection. CRAWFORD, MURPHY & TILLY, INC. may also immediately suspend its services or terminate its agreement on any other project with the Client or any entity affiliated, related, or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to CRAWFORD, MURPHY & TILLY, INC. is overdue. In the event that CRAWFORD, MURPHY & TILLY, INC. suspends or terminates an agreement as provided in this Paragraph 6.2, CRAWFORD, MURPHY & TILLY, INC. shall have no responsibility or liability arising out of such suspension or termination.

6.3 Expert Witness Services/Dispute Resolution Proceedings: It is understood and agreed that Crawford, Murphy & Tilly, Inc.'s services under this Agreement do not include any participation whatsoever in any litigation or dispute resolution process. Nothing in this Agreement shall be construed as obligating CRAWFORD, MURPHY & TILLY, INC. to appear, support,

prepare, document, bring, defend or assist in any litigation or dispute resolution process either undertaken or defended by Client except in consideration of compensation. Should such services be required, a separate Professional Service Agreement may be negotiated between the Client and CRAWFORD, MURPHY & TILLY, INC. describing the services desired and providing a basis for compensation to Crawford, Murphy & Tilly, Inc..

6.4 Opinions and Estimates of Cost/Green Services: The Client hereby acknowledges that CRAWFORD, MURPHY & TILLY, INC. cannot warrant that opinions or estimates of probable construction or operating costs provided by CRAWFORD, MURPHY & TILLY, INC. will not vary from actual costs incurred by the Client. In the event that the Scope of Services in a Task Order includes "green" services, including but not limited to those associated with LEED®, Client acknowledges and understands that such services are subject to interpretation, and achieving levels of compliance involves factors beyond the control of Crawford, Murphy & Tilly, Inc., including, but not limited to, the end use, operation and maintenance of the completed Project. CRAWFORD, MURPHY & TILLY, INC. cannot and does not warrant or represent that the Project will achieve any specific green certification or realize any particular energy savings and CRAWFORD, MURPHY & TILLY, INC. shall not be responsible for any environmental or energy issues arising out of the end use and operation of the completed Project.

6.5 Limit of Liability: The limit of liability of CRAWFORD, MURPHY & TILLY, INC. and its subcontractors to the Client for any cause or combination of causes resulting from the Services for each separate Project rendered hereunder or otherwise related to this Agreement shall be, in total amount, limited to the fees paid by Client to CRAWFORD, MURPHY & TILLY, INC. for such Project.

6.6 Construction Phase: CRAWFORD, MURPHY & TILLY, INC. shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall CRAWFORD, MURPHY & TILLY, INC. be responsible for any contractor's or subcontractors' failure to carry out the work in accordance with the plans and specifications and other contract documents prepared by CRAWFORD, MURPHY & TILLY, INC. (hereinafter collectively "Contract Documents") or for any contractor's or subcontractors' failure to comply with applicable laws, ordinances, rules, or regulations. CRAWFORD, MURPHY & TILLY, INC. will not have any direct contractual relationship with the contractor, any subcontractors or material suppliers. CRAWFORD, MURPHY & TILLY, INC. may, under a separate subcontract with the contractor, provide survey services. CRAWFORD, MURPHY & TILLY, INC. shall not be bound by any term or obligation contained in any "General Condition" or other construction bidding documents unless expressly consented to by CRAWFORD, MURPHY & TILLY, INC. in writing. In the event that the Scope of Services in a Task Order includes site visits or inspections, the parties understand that CRAWFORD, MURPHY & TILLY, INC. is not being retained to make detailed inspections or to provide exhaustive or continuous project review and observation services. Rather, CRAWFORD, MURPHY & TILLY, INC. shall visit the project based on the schedule provided in the Scope of Services to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents prepared by Crawford, Murphy & Tilly, Inc..

6.7 Shop Drawings/Contractor Pay Applications: In the event that the Scope of Services in a Task Order includes review of shop drawings, product data, or samples, the parties agree that Crawford, Murphy & Tilly, Inc.'s review shall be for the limited purpose of checking for conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Crawford, Murphy & Tilly, Inc.'s review shall be conducted with reasonable promptness while allowing sufficient time in the Crawford, Murphy & Tilly, Inc.'s judgment to permit adequate review. Review of a specific item shall not indicate that the CRAWFORD, MURPHY & TILLY, INC. has reviewed the entire assembly of which the item is a component. CRAWFORD, MURPHY & TILLY, INC. shall not be responsible for any deviations from the Contract Documents not brought to the attention of CRAWFORD, MURPHY & TILLY, INC. in writing by the contractor. CRAWFORD, MURPHY & TILLY, INC. shall not be required to review partial submissions or those for which submissions or correlated items have not been received. In the event that the Scope of Services in a Task Order includes review or approval of contractor pay applications, the parties agree that such review or approval of contractor pay estimates shall be based on site visits by CRAWFORD, MURPHY & TILLY, INC. and the data comprising the contractor's pay estimates, which CRAWFORD, MURPHY & TILLY, INC. shall be entitled to rely upon, and represents in Crawford, Murphy & Tilly, Inc.'s professional opinion, and to the best of the Crawford, Murphy & Tilly, Inc.'s knowledge, information, and belief, that the construction work has progressed as indicated. Such review or approval shall not be deemed a guarantee or certification that (1) remaining funds are sufficient to complete the construction the Project, (2) the contractor has paid all lower tier subcontractors, or (3) such pay estimates are completely representative of the work actually performed by the contractor. Such pay estimate approvals are intended only to assist the Client in the Client's determination of whether to submit payment to the contractor and shall not be released to or relied upon by third parties.

6.8 Insurance: CRAWFORD, MURPHY & TILLY, INC. shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

6.9 Assignment/Third Parties: Neither the Client nor CRAWFORD, MURPHY & TILLY, INC. will assign or transfer its interest in this Agreement without the written consent of the other. Crawford, Murphy & Tilly, Inc., however, does reserve the right to subcontract any portion of the Services, provided the subcontracting agreement imputes absolutely no expenses to Client. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either CRAWFORD, MURPHY & TILLY, INC. or the Client. Client recognizes that the CRAWFORD, MURPHY & TILLY, INC. relies upon data, performance criteria/specifications and the recommendations of third party vendors' with respect to products, equipment and/or systems that are specified in a design, utilized in a process or otherwise approved by CRAWFORD, MURPHY & TILLY, INC. in the course of a project. Client agrees that CRAWFORD, MURPHY & TILLY, INC. will not be financially responsible for the failure of such products, equipment and/or systems.

6.10 Suspension, Termination, Cancellation, or Abandonment: In the event any Project identified in a Task Order to this Agreement is suspended, canceled, or abandoned by the Client thereby suspending, delaying, or terminating the services called for therein, CRAWFORD, MURPHY & TILLY, INC. shall be given 15 days prior written notice of such action. If the Client delays or suspends Crawford, Murphy & Tilly, Inc.'s services for more than 60 cumulative days on a specific Project, then CRAWFORD, MURPHY & TILLY, INC. may terminate this Agreement, with respect to that Project, upon giving seven days written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot reasonably cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. CRAWFORD, MURPHY & TILLY, INC. may also terminate this Agreement as provided in Paragraph 6.22. The Client may terminate this Agreement for convenience upon 60 days prior written notice to Crawford, Murphy & Tilly, Inc.. Upon suspension, termination, cancellation, or abandonment, CRAWFORD, MURPHY & TILLY, INC. shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, termination, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. Notwithstanding termination, the parties agree that those terms and provisions which by the very nature should logically survive termination shall survive termination of this Agreement unless otherwise agreed in writing.

6.11 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. The Client agrees that Crawford, Murphy & Tilly, Inc.'s officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.12 Standard of Care: CRAWFORD, MURPHY & TILLY, INC. agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. CRAWFORD, MURPHY & TILLY, INC. makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional Services.

6.13 Waiver: Any failure by CRAWFORD, MURPHY & TILLY, INC. to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CRAWFORD, MURPHY & TILLY, INC. may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.14 Relationship: CRAWFORD, MURPHY & TILLY, INC. is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

6.15 Client Responsibilities: The Client shall provide CRAWFORD, MURPHY & TILLY, INC. all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. CRAWFORD, MURPHY & TILLY, INC. shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Crawford, Murphy & Tilly, Inc.'s work thoroughly and promptly, provide direction as necessary, and, if the Client at any time becomes aware of any defect, the Client shall, within 14 days thereafter, give written notice to CRAWFORD, MURPHY & TILLY, INC. describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any

defective work or service unless the Client strictly complies with this provision and provides written notice as required herein. The Client shall provide access to the Project(s) site. The Client shall be responsible for payment of any governmental or other similar fees associated with permits or plan review.

6.16 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Notwithstanding, in the event that any provision is found to be void or unenforceable, the parties agree that the provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

6.17 Ownership/Reuse of Documents: All software, routines, plans, drawings, specifications, and other documentation (including electronic files or documents) (hereinafter collectively "documents") prepared or furnished by CRAWFORD, MURPHY & TILLY, INC. pursuant to this Agreement are instruments of service, and CRAWFORD, MURPHY & TILLY, INC. shall retain all ownership and property interests therein whether or not the Project(s) is completed. Subject to timely payment of all amounts due CRAWFORD, MURPHY & TILLY, INC. under this Agreement, the Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client. The documents are not intended or represented to be suitable for reuse by the Client and any reuse will be at the Client's sole risk unless ENGINEERING FIRM, for compensation to be agreed upon, reviews and adapts such documents.

6.18 Electronic/CADD Documents: CRAWFORD, MURPHY & TILLY, INC. shall not be required to provide or deliver electronic or computer-aided design and drafting (CADD) files or source code, unless specifically required by the Scope of Services described in Section 3 or Attachment A of this Agreement. Any file that is delivered shall be considered a "convenience" to the Client and in the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, CRAWFORD, MURPHY & TILLY, INC. makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor. If electronic or CADD files are provided or delivered, such files shall be developed based on ENGINEERING FIRM's standard formatting, layering, drafting and design practice, unless specifically directed otherwise by the Client prior to execution of this Agreement. The Client shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of ENGINEERING FIRM. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

6.19 Change Orders/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Crawford, Murphy & Tilly, Inc., shall be considered Additional Services, and CRAWFORD, MURPHY & TILLY, INC. shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee basis. CRAWFORD, MURPHY & TILLY, INC. shall not be obligated to make revisions or perform Additional Services until Crawford, Murphy & Tilly, Inc.'s receipt of a mutually executed writing as set forth in Section 3.

6.20 Environmental Hazards: CRAWFORD, MURPHY & TILLY, INC. shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the Project site. In the event Crawford, Murphy & Tilly, Inc.'s services as identified in this Agreement include an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve CRAWFORD, MURPHY & TILLY, INC. of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

6.21 Permitting: CRAWFORD, MURPHY & TILLY, INC. shall not be responsible for obtaining project specific permits and licenses; however, CRAWFORD, MURPHY & TILLY, INC. shall provide assistance with applying for certain project specific permits and licenses as may be specified in a Task Order. Client acknowledges that there are factors that are not within the control of CRAWFORD, MURPHY & TILLY, INC. as to whether a permit or license will ultimately be approved by a permitting agency and CRAWFORD, MURPHY & TILLY, INC. does not guarantee, represent or warrant the issuance of project specific permits and licenses.

6.22 Import/Export Matters: Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. The parties agree that if CRAWFORD, MURPHY & TILLY, INC. is prohibited from performing this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such import/export requirements, such shall excuse CRAWFORD, MURPHY & TILLY, INC. from performance under this Agreement and the parties shall terminate this Agreement for convenience.

6.23 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.24 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, their successors, and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or related to this Agreement shall be heard in the State courts located in Fairfield County, Ohio, or if applicable, in the United States District for the Southern District of Ohio. Each party hereby agrees that it had appropriate opportunity for review by legal counsel and that for purposes of this Agreement, each party is jointly and equally responsible for drafting this Agreement and if an ambiguity or question of intent arises with respect to any provision of this Agreement, the provision will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement. Headings are for convenience and shall not control or affect the meaning of any provision of this Agreement. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Sample Task Order to Master Agreement

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the Effective Date above.

AIRPORT NAME County Regional Airport Authority

ENGINEERING FIRM, Inc.

Signed 

Signed _____

Printed Name Jon Kochis

Printed Name _____


Title Airport Board Member

Title _____

Date 9/9/19


Date _____

Approved as to form:
County Attorney Here

APPROVED
By: 
Joshua S. Horacek
Assistant Prosecutor
for Fairfield County, Ohio
Date: 9-11-19

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the Effective Date above.

AIRPORT NAME County Regional Airport Authority

Signed 

Printed Name Jon Koehis

Title Airport Board Member

Date 9/9/19

ENGINEERING FIRM, Inc.

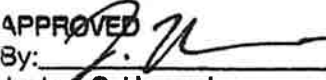
Signed 

Printed Name Greg E. Heaton

Title Vice President

Date 9/19/2019

Approved as to form:
County Attorney Here

APPROVED
By: 
Joshua S. Horacek
Assistant Prosecutor
for Fairfield County, Ohio
Date: 9-11-19

Attachment A: Sample Agreement for Professional Services (Task Order) to Master Professional Service Agreement between Crawford, Murphy & Tilly, Inc. and Fairfield County Airport Authority

2019 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Fairfield County Airport Authority, whose address is 3430 Old Columbus Road, NW, Carroll, OH 43112, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$ _____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2019.

CLIENT:

ENGINEER:

(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

(Signature)

(Signature)

(Name and Title)

(Name and Title)

Date

Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month.

7. Risk Allocation Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

8. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2019

| Classification | Regular Rate |
|---|--------------|
| Principal | \$ 220 |
| Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II | \$ 210 |
| Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I | \$ 185 |
| Sr. Structural Engineer II | \$ 170 |
| Sr. Technician II | \$ 155 |
| Aerial Mapping Specialist | \$ 150 |
| Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor | \$ 145 |
| Technical Manager II Environmental Specialist III | \$ 135 |
| Sr. Technician I | \$ 130 |
| Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I | \$ 125 |
| Environmental Specialist II Technician II | \$ 110 |
| Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant | \$ 90 |
| Administrative/Accounting Assistant | \$ 50 |

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2020.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

2019 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Fairfield County Airport Authority, whose address is 3430 Old Columbus Road, NW, Carroll, OH 43112, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

The consultant shall provide **Project Management services including the development, maintenance and communication of project budget and schedule. The consultant shall prepare and file the required FAA forms for the airspace renew. Develop plans and specifications for the SRE Equipment Building.**

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$2,600.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 9 day of Sep., 2019.

CLIENT:

Jon Kochis - Fairfield Co. Airport
 (Client Name)
JKochis
 (Signature)
Airport Board Member
 (Name and Title)
9/9/19
 Date

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

[Signature]
 (Signature)
GREG HEATON, VICE PRESIDENT
 (Name and Title)
8/8/2019
 Date

CMT Job No. _____

APPROVED
 By: *[Signature]*
 Joshua S. Horacek
 Assistant Prosecutor
 for Fairfield County, Ohio
 Date: 9-11-19

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; ~~and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.~~

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. ~~Invoices, of any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.~~

7. Indemnification for Release of Pollutants

~~If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.~~

~~If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of **ENGINEER'S** compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.~~

8. Risk Allocation Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2019

| Classification | Regular Rate |
|---|--------------|
| Principal | \$ 220 |
| Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II | \$ 210 |
| Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I | \$ 185 |
| Sr. Structural Engineer II | \$ 170 |
| Sr. Technician II | \$ 155 |
| Aerial Mapping Specialist | \$ 150 |
| Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor | \$ 145 |
| Technical Manager II Environmental Specialist III | \$ 135 |
| Sr. Technician I | \$ 130 |
| Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I | \$ 125 |
| Environmental Specialist II Technician II | \$ 110 |
| Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant | \$ 90 |
| Administrative/Accounting Assistant | \$ 50 |

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2020.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

**CONTRACT AGREEMENT
FAIRFIELD COUNTY AIRPORT**

THIS AGREEMENT, made as of ~~June 3rd 2019~~ September 9, 2019 is

BY AND BETWEEN

the OWNER: Fairfield County Airport Authority, Ohio

and the CONTRACTOR: *B&B Sealing LLC, Dura-Seal
731 Mulberry Street
Columbus, OH 43219*

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at FAIRFIELD COUNTY AIRPORT, Lancaster, Ohio, generally described as follows;

REHABILITATE TERMINAL APRON

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$185,907.50

(Amount in Numerals)

One hundred eighty five thousand, nine hundred seven dollars and fifty cents.

(Amount in Written Words)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 41 Calendar Days of the commencement date stated within the Notice-to-Proceed with phasing as detailed in the Plan Sheets.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$200.00 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

*Crawford, Murphy & Tilly, Inc.
8101 N High Street, Suite 150
Columbus, Ohio 43235*

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Fairfield County Airport
Address: 3430 Old Columbus Rd NW
Carroll OH 43112

By: [Signature] 9-9-19
Signature
Airport Board Board Member
Title of Representative

CONTRACTOR

Name: B&B Sealing LLC
Address: 731 Mulberry St
Columbus OH 43215

By: [Signature]
Signature
President
Title of Representative

ATTEST

By: [Signature] 9-9-19
Signature
Clerk
Title

ATTEST

By: [Signature]
Signature
Office Manager
Title

Approved as to legal form:

[Signature]

Joshua S. Horacek
Assistant Prosecuting Attorney
Counsel for the Fairfield County Regional Airport Authority
September 5, 2019

RECEIVED

JUN 05 2019

QMT-OHIO

Summary for Payment of Bills

| Vendor | Amount | Inv# | Description | Service Dates |
|--|------------|---------|--|-----------------|
| Sundowner Aviation | \$953.84 | n/a | August fuel fees | 8/1-8/31 |
| Sundowner Aviation | \$1,231.70 | n/a | August rent fees | 8/1-8/31 |
| CMT | \$987.50 | 0205234 | professional services - design, bid and constructions Rehab Apron A & I1 pavements | 6/29-7/26/19 |
| Web Chick | \$670.00 | 670 | website maintenance | 10/1/19-10/1/20 |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total Invoices for 9.09.19 Board Meeting | \$3,843.04 | | | |

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2019 08

JOURNAL DETAIL 2019 8 TO 2019 12

| | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENC/REQ | AVAILABLE BUDGET | PCT USED | | | |
|--------------------------------------|-----------------|----------------|--------------|--------------|------------|------------------|-----------------------|--------------------------------|-----------|--------|
| 12280000 AIRPORT OPERATIONS | | | | | | | | | | |
| 530000 CONTRACTUAL SERVICES | | | | | | | | | | |
| 12280000 530000 CNTRCT SVC | | | | | | | | | | |
| 2019/08/000025 | 08/01/2019 | API | 3,700.00 | VND | 007099 | PO 19000532 | SUNDOWNER AVIATION L | airport mgr 8/1-8/31/19 | 5290150 | |
| 2019/08/000186 | 08/08/2019 | API | 85.00 | VND | 001281 | PO 19000426 | PORTA KLEEN | airport port toilets 7/26-8/22 | 5290440 | |
| 2019/08/000186 | 08/08/2019 | API | 61.60 | VND | 012572 | PO 19000694 | LEWELLENS SERVICES I | airport water svcs 7/29/19 | 5290682 | |
| 2019/08/000580 | 08/15/2019 | API | 278.42 | VND | 003668 | PO 19000463 | LOCAL WASTE SERVICE | airport trash 8/1-8/31/19 | 5291131 | |
| 2019/08/000976 | 08/22/2019 | API | 1,730.38 | VND | 005790 | PO 19000509 | OHIO DEPT OF TAXATION | fuel sales tax 7/1-7/31/19 | 5291659 | |
| 2019/08/000983 | 08/22/2019 | API | 600.00 | VND | 005552 | PO 19000501 | HISTORICAL AIRCRAFT | airport mowing 6/1-6/30/19 | 5291656 | |
| 2019/08/000986 | 08/22/2019 | API | 900.96 | VND | 007099 | PO 19000530 | SUNDOWNER AVIATION L | airport reimb fuel 7/1-7/31/19 | 5291674 | |
| 2019/08/000986 | 08/22/2019 | API | 2,042.30 | VND | 007099 | PO 19000593 | SUNDOWNER AVIATION L | airport hangar 7/1-7/31/19 | 5291674 | |
| 2019/08/000987 | 08/22/2019 | API | 27.65 | VND | 012572 | PO 19000694 | LEWELLENS SERVICES I | airport water svcs 8/9/19 | 5291752 | |
| 2019/08/001348 | 08/29/2019 | API | 1,489.64 | VND | 014478 | PO 19007416 | SUNRISE COOPERATIVE | airport - burndown 28 acres | 5292330 | |
| 2019/08/001374 | 08/29/2019 | API | 3,700.00 | VND | 007099 | PO 19000532 | SUNDOWNER AVIATION L | airport mgr svcs 9/1-9/30/19 | 5292222 | |
| 2019/09/000036 | 09/05/2019 | API | 47.00 | VND | 012572 | PO 19000694 | LEWELLENS SERVICES I | airport water svcs 8/23/19 | 5292809 | |
| TOTAL CONTRACTUAL SERVICES | | | 150,000.00 | | 189,124.71 | 87,720.85 | 14,615.95 | 77,658.71 | 23,745.15 | 87.4% |
| 531020 TAX APPRAISAL | | | | | | | | | | |
| 12280000 531020 TX APPRSL | | | | | | | | | | |
| TOTAL TAX APPRAISAL | | | 15,000.00 | | 19,395.22 | 19,395.22 | .00 | .00 | .00 | 100.0% |
| 543000 REPAIR AND MAINTENANCE | | | | | | | | | | |
| 12280000 543000 REPAIR | | | | | | | | | | |
| 2019/08/000238 | 08/08/2019 | API | 10,156.25 | VND | 003312 | PO 19003102 | WEST FAIRFIELD INC | airport east field seeding 7/3 | 5290521 | |
| 2019/08/000238 | 08/08/2019 | API | 10.00 | VND | 008908 | PO 19005889 | MID STATE TIRE CO IN | tractor tire repairs 7/31/19 | 5290620 | |
| 2019/08/000580 | 08/15/2019 | API | 5,630.19 | VND | 006709 | PO 19006674 | SUPERIOR PETROLEUM E | airport replace pump jet A 7/2 | 5291193 | |
| 2019/08/000986 | 08/22/2019 | API | 1,223.95 | VND | 006709 | PO 19000589 | SUPERIOR PETROLEUM E | airport fuel pump 7/15 & 7/29/ | 5291672 | |
| 2019/08/001348 | 08/29/2019 | API | 504.00 | VND | 001330 | PO 19007402 | CLAYPOOL ELECTRIC IN | hangar 07 lights - cust# 938 | 5292122 | |
| TOTAL TAX APPRAISAL | | | 15,000.00 | | 19,395.22 | 19,395.22 | .00 | .00 | .00 | 100.0% |
| TOTAL TAX APPRAISAL | | | 15,000.00 | | 19,395.22 | 19,395.22 | .00 | .00 | .00 | 100.0% |
| TOTAL REPAIR AND MAINTENANCE | | | 23,000.00 | | 114,000.00 | 89,985.09 | 17,524.39 | 21,647.02 | 2,367.89 | 97.9% |

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2019 08

JOURNAL DETAIL 2019 8 TO 2019 12

| | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENC/REQ | AVAILABLE BUDGET | PCT USED |
|--|-----------------|---|--------------|--------------------------------|-----------|------------------|----------|
| TOTAL REPAIR AND MAINTENANCE | 23,000.00 | 114,000.00 | 89,985.09 | 17,524.39 | 21,647.02 | 2,367.89 | 97.9% |
| 553000 COMMUNICATIONS/TELEPHONE | | | | | | | |
| 12280000 553000 COMM | 2,100.00 | 2,100.00 | 1,540.61 | 343.34 | 559.39 | .00 | 100.0 |
| 2019/08/000185 08/08/2019 API | 171.82 VND | 074480 PO 19000764 A T & T INC | | Airport 6/20-7/19/19 | | | 5290793 |
| 2019/08/001377 08/29/2019 API | 171.52 VND | 074480 PO 19000764 A T & T INC | | Airport 7/20-8/19/19 | | | 5292401 |
| TOTAL COMMUNICATIONS/TELEPHONE | 2,100.00 | 2,100.00 | 1,540.61 | 343.34 | 559.39 | .00 | 100.0% |
| 554000 ADVERTISING | | | | | | | |
| 12280000 554000 ADVERTISE | 2,000.00 | 2,000.00 | 1,183.11 | .00 | 616.89 | 200.00 | 90.0 |
| TOTAL ADVERTISING | 2,000.00 | 2,000.00 | 1,183.11 | .00 | 616.89 | 200.00 | 90.0% |
| 558000 TRAVEL REIMBURSEMENT | | | | | | | |
| 12280000 558000 TRAVEL | 100.00 | 200.00 | 96.49 | 49.75 | 53.51 | 50.00 | 75.0 |
| 2019/08/000182 08/08/2019 API | 49.75 VND | 080643 PO 19002710 KNISLEY, STACI A | | Travel Reimb 1/14-7/8/19 | | | 1562887 |
| TOTAL TRAVEL REIMBURSEMENT | 100.00 | 200.00 | 96.49 | 49.75 | 53.51 | 50.00 | 75.0% |
| 560000 MATERIALS & SUPPLIES | | | | | | | |
| 12280000 560000 MATERIALS | 14,000.00 | 14,000.00 | 4,515.08 | 75.34 | 6,911.81 | 2,573.11 | 81.6 |
| 2019/08/000023 08/01/2019 API | 36.43 VND | 071270 PO 19000761 STATE ELECTRIC SUPPL | | supplies for airport | | | 5290313 |
| 2019/08/000238 08/08/2019 API | 38.91 VND | 002548 PO 19006600 TRACTOR SUPPLY CO | | Airport materials sinkholes 7/ | | | 5290501 |

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2019 08

JOURNAL DETAIL 2019 8 TO 2019 12

| | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENC/REQ | AVAILABLE BUDGET | PCT USED |
|---------------------------------------|----------------------------------|-----------------------|-------------------|--------------|-----------|------------------|----------|
| TOTAL MATERIALS & SUPPLIES | 14,000.00 | 14,000.00 | 4,515.08 | 75.34 | 6,911.81 | 2,573.11 | 81.6% |
| 561000 GENERAL OFFICE SUPPLIES | | | | | | | |
| 12280000 561000 GNRL OFFC | 500.00 | 500.00 | 67.94 | .00 | 232.06 | 200.00 | 60.0% |
| TOTAL GENERAL OFFICE SUPPLIES | 500.00 | 500.00 | 67.94 | .00 | 232.06 | 200.00 | 60.0% |
| 562000 ENEGERY | | | | | | | |
| 12280000 562000 ENEGERY | 25,000.00 | 28,568.25 | 14,292.20 | 1,227.07 | 13,376.05 | 900.00 | 96.8% |
| 2019/08/000579 08/15/2019 API | 101.10 VND 023650 PO 19000736 | FAIRFIELD CO UTILITTI | 3430 Columb | 6/28-7/31/19 | | | 5291363 |
| 2019/08/000579 08/15/2019 API | 101.10 VND 023650 PO 19000736 | FAIRFIELD CO UTILITTI | 3383 Columb | 6/28-7/31/19 | | | 5291362 |
| 2019/08/000981 08/22/2019 API | 76.16 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Cons Moped | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 265.20 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Terminal 2 | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 289.31 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Terminal rmy | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 21.97 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | 3383 Columb | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 39.13 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Hangar G | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 108.45 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Hangar P | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 106.03 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Hangar Q | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 60.74 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Hangar F | 7/7-8/3/19 | | | 5291576 |
| 2019/08/000981 08/22/2019 API | 42.40 VND 001373 PO 19000550 | SOUTH CENTRAL POWER | Hangar O | 7/7-8/3/19 | | | 5291629 |
| 2019/08/000987 08/22/2019 API | 6.61 VND 003823 PO 19000565 | NORTHEAST OHIO NATUR | 3383 Columb | 7/11-8/7/19 | | | 5291629 |
| 2019/08/000987 08/22/2019 API | 8.87 VND 003823 PO 19000565 | NORTHEAST OHIO NATUR | 3430 Columb | 7/11-8/7/19 | | | 5291629 |
| TOTAL ENEGERY | 25,000.00 | 28,568.25 | 14,292.20 | 1,227.07 | 13,376.05 | 900.00 | 96.8% |
| 562600 FUEL (GASOLINE/DIESEL) | | | | | | | |
| 12280000 562600 FUEL | 250,000.00 | 250,000.00 | 179,770.93 | 52,495.94 | 70,229.07 | .00 | 100.0% |
| 2019/08/000023 08/01/2019 API | 5,354.33 VND 005545 PO 19003605 | PURVIS BROTHERS INC | JET FUEL PURCHASE | | | | 5290131 |
| 2019/08/000238 08/08/2019 API | 4,646.86 VND 005545 PO 19003605 | PURVIS BROTHERS INC | Airport fuel | 7/26/19 | | | 5290552 |
| 2019/08/000238 08/08/2019 API | 36,908.77 VND 005545 PO 19003605 | PURVIS BROTHERS INC | Airport fuel | 7/29/19 | | | 5290552 |
| 2019/08/000986 08/22/2019 API | 5,585.98 VND 005545 PO 19003605 | PURVIS BROTHERS INC | Airport fuel | 8/6/19 | | | 5291655 |

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2019 08

JOURNAL DETAIL 2019 8 TO 2019 12

| | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENC/REQ | AVAILABLE BUDGET | PCT USED |
|--|-----------------|--|--------------|--------------|------------|------------------|----------|
| TOTAL FUEL (GASOLINE/DIESEL) | 250,000.00 | 250,000.00 | 179,770.93 | 52,495.94 | 70,229.07 | .00 | 100.0% |
| 570000 CAPITAL OUTLAY | | | | | | | |
| 12280000 CAP OUT | 10,000.00 | 10,000.00 | 5,270.40 | .00 | .00 | 4,729.60 | 52.7 |
| TOTAL CAPITAL OUTLAY | 10,000.00 | 10,000.00 | 5,270.40 | .00 | .00 | 4,729.60 | 52.7% |
| 574000 EQUIPMENT, SOFTWARE & FIXTURES | | | | | | | |
| 12280000 574000 SOFT | 1,000.00 | 101,000.00 | 77,564.84 | .00 | 18,575.00 | 4,860.16 | 95.2 |
| TOTAL EQUIPMENT, SOFTWARE & FI | 1,000.00 | 101,000.00 | 77,564.84 | .00 | 18,575.00 | 4,860.16 | 95.2% |
| 590007 SETTLEMENT | | | | | | | |
| 12280000 590007 SETTLM | .00 | 14,000.00 | .00 | .00 | .00 | 14,000.00 | .0 |
| TOTAL SETTLEMENT | .00 | 14,000.00 | .00 | .00 | .00 | 14,000.00 | .0% |
| 590310 REFUNDS OF HANGAR DEPOSITS | | | | | | | |
| 12280000 590310 REFUNDS | 1,000.00 | 3,000.00 | 2,731.00 | 230.00 | .00 | 269.00 | 91.0 |
| 2019/08/000988 08/22/2019 API | | 230.00 VND 007099 PO 19007326 SUNDOWNER AVIATION L reimb refund deposit for Hang | | | | | 5291674 |
| TOTAL REFUNDS OF HANGAR DEPOSIT | 1,000.00 | 3,000.00 | 2,731.00 | 230.00 | .00 | 269.00 | 91.0% |
| TOTAL AIRPORT OPERATIONS | 493,700.00 | 747,888.18 | 484,133.76 | 86,561.78 | 209,859.51 | 53,894.91 | 92.8% |
| TOTAL EXPENSES | 493,700.00 | 747,888.18 | 484,133.76 | 86,561.78 | 209,859.51 | 53,894.91 | |
| GRAND TOTAL | 493,700.00 | 747,888.18 | 484,133.76 | 86,561.78 | 209,859.51 | 53,894.91 | 92.8% |

CONTRACT AGREEMENT
FAIRFIELD COUNTY AIRPORT

THIS AGREEMENT, made as of September 19th 2019 is

BY AND BETWEEN

the OWNER: Fairfield County Airport Authority, Ohio

and the CONTRACTOR: *B&B Sealing LLC, Dura-Seal*
731 Mulberry Street
Columbus, OH 43219

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at FAIRFIELD COUNTY AIRPORT, Lancaster, Ohio, generally described as follows;

REHABILITATE HANGER A AND B PAVING

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$72,100

(Amount in Numerals)

Seventy Two Thousand One Hundred Dollars

(Amount in Written Words)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 45 days of the commencement date stated within the Notice-to-Proceed with phasing as detailed in the Plan Sheets.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$200.00 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

*Crawford, Murphy & Tilly, Inc.
8101 N High Street, Suite 150
Columbus, Ohio 43235*

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Fairfield County Airport Authority

Address: 210 E. Main St

Lancaster OH 43130

By: [Signature]
Signature
Airport Board Member
Title of Representative

CONTRACTOR

Name: ~~Edward West~~ B4 B Sealing Co

Address: 731 Mulberry Street

Columbus, OH 43219

By: [Signature]
Signature
President
Title of Representative

ATTEST

By: [Signature]
Signature
Office Manager
Title

ATTEST

By: _____
Signature

Title

APPROVED AS TO FORM ONLY:
By: [Signature]
Amy Brown-Thompson
Assistant Prosecutor
for Fairfield County, Ohio
Date: 9/19/18