

October 30, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

2:15 p.m. Robin Waltz, United Way – Speaking About Imagination Library Program

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (10)

Approve Inter-Fund Transfer/Advance

Declare Obsolete – Desks – Commissioner's Office

Approve Courthouse Light Guidelines

Rescind Resolution (456-2023) Construction Phase – Wilkshire Hills Water System Improvement – W & S

Amendment – No. 3 – Wilkshire Hills Water System Improvement – W & S

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 30th DAY OF OCTOBER, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

The Lord's Prayer was said.
The Pledge of Allegiance was said.

RESOLUTION (933-2023) APPROVE MINUTES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the minutes from the October 25, 2023 meeting as written.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (934-2023) BEFORE/AFTER EXPENDITURES

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following before/after expenditures:

VENDOR	OFFICE	AMOUNT
Custom Products Corp	Engineer	\$8,057.52
Newton Asphalt Paving	Engineer	\$146,663.15
Commissioners	Water & Sewer	\$1,669.70

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (935-2023) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	E-1670-T011-T20	E-1670-T011-T10	\$2,400.00	Amount needed to cover the remainder of the year for PERS
TUSCBDD	E-1420-S050-S40	E-1420-S050-S32	\$5,000.00	Needed to be Transfer to Family Services Fund
TUSCBDD	E-1920-U030-U05	E-1920-U030-U06	\$5,000.00	Needed to cover expenses for the remainder of the year
Common Pleas	E-0440-A018-A00	E-0120-A002-B07	\$5,000.00	Year to date expenditures have exceeded current funding
Common Pleas	E-0440-A018-A00	E-0120-A002-B06	\$15,000.00	Year to date expenditures have exceeded current funding
Water & Sewer	E-1300-P300-P16	E-1300-P000-P03	\$400,753.00	Combination Jetter Truck (\$50,000 Sewer P00 and \$350,753 OWDA Sewer Loan)
Water & Sewer	E-1310-P000-P34	E-1310-P000-P19	\$50,000.00	Combination Jetter Truck
Sheriff's Office	E-1986-U049-U99	E-1986-U049-U22	\$42,400.00	Needed to the U49 Cruiser until the Grant reimbursement
Probate Court	E-1210-M051-M11	E-1210-M051-M04	\$5,000.00	Insufficient Funds
Probate Court	E-1210-M051-M11	E-1210-M051-M01	\$1,000.00	Insufficient Funds
Probate Court	E-1210-M051-M11	E-1210-M051-M06	\$1,000.00	Insufficient Funds
Commissioners	E-0440-A018-A00	E-0010-A001-A04	\$500.00	Small refrigerator & office chair
Community Corrections	E-1780-T032-T99	E-1780-T032-T01	\$8,050.00	Needed to cover payroll for the rest of the year
Community Corrections	E-1780-T032-T99	E-1780-T032-T07	\$109.00	Needed to cover payroll for the rest of the year
Community Corrections	E-1780-T032-T99	E-1780-T032-T09	\$1,109.00	Needed to cover payroll for the rest of the year

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (936-2023) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

From: Co. General to Child Service Fund \$125,000.00

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (937-2023) OBSOLETE PROPERTY – DESKS - COMMISSIONERS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

(2) Metal Desks Abandoned Scrap

The items will be disposed of in accordance to ORC.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (938-2023) COURTHOUSE LIGHTING

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following lighting schedule for the Tuscarawas County Courthouse:

COURTHOUSE LIGHTING

The Tuscarawas County Commissioners have set the following guidelines for exterior lights of the Tuscarawas County Courthouse for the following official holidays, seasons and special observances that will be observed on the below listed date or date ranges and with the designated lighting colors, with the standard white lighting on all other days:

OCCASION	DATE(S)	COLOR(S)
Martin Luther King Day	3 rd Monday in January	Red, White & Blue
President's Day	3 rd Monday in February	Red, White & Blue
Developmental Awareness	March 1 st – 7 th	Blue & Yellow
Child Abuse & Neglect Prevention	April 1 st – 7 th	Blue & White
Peace Officer's Memorial	May 15 th	Blue
Memorial Day	Last weekend in May Saturday, Sunday, Monday	Red, White & Blue
Independence Day	July 3, 4, 5	Red, White & Blue
Child Support Awareness	August 1 st – 7 th	Green
Labor Day	Weekend preceding the First Monday in September Saturday, Sunday, Monday	Blue & White
9-11	September 11 th	Red, White & Blue
Prostate Cancer Awareness	September 24 th – 30 th	Blue
Breast Cancer Awareness	October 1 st – 7 th	Pink
Columbus Day	2 nd Monday in October	Red, White & Blue
Drug Free Red Ribbon Week	October 25 th – 31 st	Red
Veteran's Operation Green Light	November 6 th -12 th	Green
NP Christmas Lighting Ceremony	TBD each year	Green, Red & White
Thanksgiving Day	Last Thursday thru Sunday in November	Red & Orange
Christmas Season	Monday after Thanksgiving thru December 30	Green, Red & White
New Year's	December 31 st thru January 1 st	Yellow & Purple

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

DISCUSSION: *Commissioner Abbuhl stated there is no date on the schedule. Typically, this resolution will run for about three years before it is opened back up for updates and/or changes. If it is left open, there will be requests for changes, and the new changes have to done manually and can affect the schedule already programmed and set on a timer.*

RESOLUTION (939-2023) RESCIND RESOLUTION (456-2023) AMENDMENT NO. 2 – AGREEMENT – THE THRASHER GROUP- CONSTRUCTION PHASE ENGINEERING SERVICES – PROJECT ID#WH-19-05 WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS

It was moved by Commissioner Ress, and seconded by Commissioner Zemis, to rescind RESOLUTION (456-2023) AMENDMENT NO. 2 – AGREEMENT – THE THRASHER GROUP- CONSTRUCTION PHASE ENGINEERING SERVICES – PROJECT ID#WH-19-05 WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS due to a mathematical error in the Agreement Summary on the Amendment No. 2, which showed a total Adjusted Agreement Amount of \$405,050. The correct total is \$459,050. A correct Amendment will be submitted.

RESOLUTION (456-2023) - ADDENDMENT NO. 2 - AGREEMENT – THE THRASHER GROUP - CONSTRUCTION PHASE ENGINEERING SERVICES - PROJECT ID #WH-19-05 WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS

It was moved by Commissioner Ress, and seconded by Commissioner Zemis to approve the foregoing resolution:

WHEREAS, since the Resident Project Representative (“RPR”) Services are to be provided by Tuscarawas County, the Sanitary Engineer, Michael, Jones, has recommended that the Agreement with the Thrasher Group be amended to reflect such change in scope; and

NOW THEREFORE, BE IT RESOLVED by the Board:

Section 1: The Board hereby approves the Amendment No. 2 to the Agreement with the Thrasher Group, such Agreement being attached hereto and incorporated herein.

Section 2: The Board hereby authorizes the President and/or Vice-President to execute said Amendment No. 2.

Section 3: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This Resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 8, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: October 8, 2019

Owner: Tuscarawas County Metropolitan Sewer District

Engineer: The Thrasher Group, Inc.

Project: Wilkshire Hills Water System Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

See attached.

Agreement Summary:

Original agreement amount:	<u>\$300,000.00</u>
Original RPR Services	\$156,000.00
Net change for prior amendments:	<u>\$ 68,000.00</u>
Existing Contract	\$524,000.00
This amendment amount:	<u>-\$118,950.00</u>
Adjusted Agreement amount:	<u>\$405,050.00</u>

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.


OWNER: Tuscarawas County Commissioners	ENGINEER: The Thrasher Group, Inc.
By: 	By: _____
Print name: Chris Abbuhl	Print name: Steven D. Hamit, PE, CPESC
Title: President	Title: Project Manager
Date Signed: 5/31/2023	Date Signed: _____

Exhibit K – Amendment to Owner-Engineer Agreement.
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ATTACHMENT
SCOPE OF WORK CHANGE
REVISION 2 (05-15-23)

Project Understanding

Previously, The Thrasher Group, Inc. (Engineer) was tasked with preparing the design of the proposed upgrades, as specified in the Preliminary Engineering Report (PER), to the existing Wilkshire Hills Water Treatment Plant. Amendment No. 1 was for additional design work on facets of the project that were not part of the design upgrades in the preliminary engineering report, removing Well House #4 from the plans and creating a separate set of documents for Well House #4.

This amendment was requested by the Tuscarawas County Metropolitan Sewer District (Owner) to reduce the Resident Project Representative services rendered by Engineer. The Owner has proposed to supply these services with their in-house staff. This will be in accordance with the USDA-RD Agreement for Resident Project Representative Services between the Owner and USDA-RD, attached and incorporated herein. Based upon this information, Engineer has developed the following Scope of Work:

Scope of Work:

This proposal is limited exclusively to the Work as described in this Scope of Work section, and anything not expressly described in this section shall be considered excluded from the Work. Engineer proposes to perform the Work as follows:

Task 1 – Construction Phase Services

Engineer is increasing its allowance for the construction phase service to allow for additional communication between the Engineer engineering staff and the Owner-supplied RPR. All other services will remain the same. This will allow for additional visits to the site and conversations to assist in reducing the chance for miscommunication between the RPR and the Project Engineer, Project Manager, and other Engineer staff.

Task 2 – Reduced Resident Project Representative Duties Supplied by Engineer Staff

After discussing the possibility of reducing the estimated number of hours that the Engineer RPR would be on site, Engineer has developed the following as a breakdown of hours that would be supplied by the Engineer RPR:

Task 2A – Hourly Rate for RPR Training: The proposed Engineer RPR will meet with the Owner-supplied inspector to explain how the Engineer RPRs track materials, quantities, document the construction activity, and report their observations to the Project Manager and his/her team during the project. We have budgeted that this training would take place 8 hours/day for the first ten days of the project. For a cost of \$7,600.00. If at anytime the Engineer and the Owner agree that all days are not needed the Engineer RPR will be instructed that this service is not needed and the Owner will retain the balance of the budget for this task.

Task 2B – Hourly Rate - Engineer RPR will, upon request outside of the other two tasks, be available as their schedule permits to address questions, comments, or concerns from the Owner inspector. This could be to cover the project as the Owner inspector needs to cover other duties for the Owner or during vacation. This have been estimated as 8 hours/day x 20 days x \$ 95.00/hour = \$15,200.00.

Professional Fees:

Engineer proposes to perform the additional work described above in the Scope of Services section. The Task 1 - Additional Construction Phase Services will be performed on a lump sum basis, while the Task 2 - Reduced Resident Project Representative Duties Supplied by Engineer Staff will be performed on an hourly rate basis, as noted above.

<u>Task and Description</u>	<u>Lump Sum Fee</u>
Task 1 – Construction Phase Services (not to exceed)	\$14,250.00
Task 2 – Reduced RPR Duties Supplied by Engineer Staff (hourly rate as described above)	<u>\$22,800.00</u>
Total	<u>\$37,050.00</u>

Note: Originally the RPR services were estimated as \$156,000.00. This is a reduction of \$118,950.00.

USDA-RD AGREEMENT FOR RESIDENT PROJECT REPRESENTATIVE SERVICES

SECTION I - GENERAL

This AGREEMENT made this 31 day of May, 2023 by the Board of Commissioners, Tuscarawas County, Ohio hereinafter called the "OWNER" and USDA-Rural Development, hereinafter called the "AGENCY".

WITNESSETH: That the OWNER has previously entered into an AGREEMENT with The Thrasher Group (hereinafter referred to as the "ENGINEER") for professional engineering services related to the design and construction contract administration of Project ID #WH-19-05 Wilkshire Hills Water System Improvements ("PROJECT"); and financial assistance for this PROJECT is expected to be from the AGENCY. Nothing herein creates any contractual relationship between either the ENGINEER and OWNER, or the AGENCY and ENGINEER.

WHEREAS: The OWNER requires the services of a Resident Project Representative (RPR) in connection with the PROJECT.

SECTION II - SCOPE OF SERVICES

The OWNER shall provide RPR services for this PROJECT in coordination with ENGINEER. RPR services shall be provided in accordance with Exhibit A attached to this AGREEMENT.

SECTION III - PAYMENT FOR RPR SERVICES

No PROJECT funds will be allocated to paying for RPR Services so long as the OWNER is providing this service. The OWNER will provide RPR Services for this PROJECT at its own expense.

SECTION IV - TIME SCHEDULE

The OWNER will provide RPR Services for this PROJECT until construction on this PROJECT is completed and/or in coordination with ENGINEER.

SECTION V - MISCELLANEOUS

A. It is further mutually agreed by the parties hereto:

- 1. Insurance and Indemnity. The OWNER shall comply with all Workers' Compensation laws of the State of Ohio and shall carry Employer's Liability, Commercial General Liability, and Automobile Liability. Said insurance shall be maintained in full force and effect during the duration of the AGREEMENT.
2. Termination. The OWNER may terminate this AGREEMENT at any time, so long as the AGENCY concurs in how RPR Services are being provided to the PROJECT. The AGENCY may terminate this AGREEMENT at any time.
3. Other Requirements. The OWNER shall comply with requirements shown on Exhibit

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A, and in accordance with RUS Instruction 1780.76, RUS Bulletin 1780-26 and 1780-35.

- 4. Rural Development State Engineer must review qualifications and concur in appointment of all RPR's used on the project; submit qualifications to the RD Processing Office.
5. The RPR must be on-site when a Construction Contractor is performing construction work unless written justification can be presented to Rural Development State Engineer for review and approval.

SECTION VI - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT the day and year first written above.

Owner: Board of Commissioners, Tuscarawas County, Ohio

Signature (handwritten)

Chris Abbuhl
Typed Name

President
Title

9/31/2023
Date

AGENCY CONCURRENCE
USDA-RURAL DEVELOPMENT
Agency

By (Signature)

Typed Name

Title

Date

ACKNOWLEDGEMENT
The undersigned has read and acknowledges this Agreement, particularly those items contained in Exhibit A

Engineering Firm

By (Signature)

Date

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EXHIBIT A**A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)****A. GENERAL**

RPR will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Construction Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Construction Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. **Schedules.** Review the progress schedule and schedule of values prepared by Construction Contractor and consult with ENGINEER concerning acceptability.
2. **Conferences and Meetings.** Attend meetings with Construction Contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings.
3. **Liaison.**
 - a. Serve as ENGINEER's liaison with Construction Contractors, working principally through Construction Contractor's superintendent and assist in providing information regarding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Construction Contractors when Construction Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information when required for proper execution of the work.
 - c. All requests and instructions must be given to the Construction Contractor by the ENGINEER or his representative. The OWNER must not direct the Construction Contractor's work.
4. **Shop Drawings and Samples.**
 - a. Receive and file copies of shop drawings and samples after review by ENGINEER.
 - b. Advise ENGINEER and Construction Contractors of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.
 - c. Must have working knowledge of the plans and specifications.
 - d. Verify easement and permit information before construction.

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5. **Review of Work, Rejection of Defective Work, Inspections and Tests.**
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, tests or approval required to be made and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Construction Contractors maintain adequate records thereof; and details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. **Interpretation of Contract Documents.** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Construction Contractor's clarifications and interpretations as issued by ENGINEER.
7. **Modifications.** Consider and evaluate Construction Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Construction Contractor decisions as issued by ENGINEER.
8. **Records.**
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract Documents, progress reports, shop drawings and sample submittals, and other Project related documents.
 - b. Prepare a daily diary or log book recording Construction Contractor's hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER. ENGINEER will forward copies of the daily diary or log book information to the pertinent USDA-Rural Development Area Office, Attention: Construction Analyst.

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- c. Record names, addresses, e-mail addresses, fax numbers, and telephone numbers, of all Construction Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain record for use in preparing Project documentation.
- e. Maintain all Manufacturers' Certification letters in the project file and on-site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.
9. **Reports.**
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of Construction Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. **Payment Requests.** Review applications for payment with Construction Contractors for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. **Certificates, Maintenance and Operation Manuals.** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Construction Contractors are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. **Completion.**
 - a. Observe all inspections required by Law(s) and/or Regulations applicable to the work performed.
 - b. Before ENGINEER issues a Certificate of Substantial Completion, submit to Construction Contractors a punch list of observed items requiring completion or correction.
 - c. Participate in final inspection in the company of ENGINEER, OWNER, AGENCY and Construction Contractors and prepare a final list of items to be

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completed or corrected.

- d. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. **LIMITATIONS OF AUTHORITY**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Construction Contractors, subcontractors or Construction Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract's Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.
8. Shall not accept shop drawings or sample submittals from anyone other than Construction Contractor.
9. Shall not authorize verbally or in writing any field orders, work change directives, or change orders; these duties reside solely with the ENGINEER.

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VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

I hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before the Board on the day and year first written above.

Rhonda Jordan, Clerk

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (940-2023) AMENDMENT – OWNER-ENGINEER AGREEMENT NO. 3 – THRASHER GROUP – WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to amend the the Owner-Engineer Agreement, Amendment No. 3 between Tuscarawas County Metropolitan Sewer District and The Thrasher Group, Inc for the Wilkshire Hills Water System Improvements Project ID #WH19-05:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services dated August 2019**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: September 29, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: October 8, 2019

Owner: Tuscarawas County Metropolitan Sewer District

Engineer: The Thrasher Group, Inc.

Project: Wilkshire Hills Water System Improvements

Nature of Amendment:

- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

There was a mathematical error in the Agreement Summary on Amendment No. 2, which showed a total Adjusted Agreement amount of \$405,050. The correct total is \$459,050. Table 1 below provides a comparison between the Adjusted and Correct Agreement amounts.

Table 1 - Summary of Errors on Amendment No. 2

	Amounts Shown on Amendment No. 2	Correct Amounts
Original Agreement	\$300,000.00	\$300,000.00
Original RPR Services	\$156,000.00	\$156,000.00
Net Change for prior amendments	\$68,000.00	\$13,000.00
Existing Contract	\$524,000.00	\$578,000.00
This Amendment Amount	\$(118,950.00)	\$(118,950.00)
Adjusted Agreement Amount	\$405,050.00	\$459,050.00

Exhibit K – Amendment to Owner-Engineer Agreement.
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This led to errors in the letter of concurrence for Amendment No. 2 from USDA Rural Development, dated June 13, 2023, in which the amended contract amounts were incorrectly allocated to the various phases of engineering as shown in Table 2. Table 3 shows the proper allocation of funds to the various phases of engineering services.

Table 2 - Summary of Values on USDA Concurrence Letter

	Basic Services	RPR Services	Additional Services
Original Agreement	\$300,000.00	\$156,000.00	\$109,000.00
Amendment No. 1	\$68,000.00	\$0.00	(\$55,000.00)
Amendment No. 2	\$0.00	(\$118,950.00)	\$0.00
Totals	\$368,000.00	\$37,050.00	\$54,000.00

Table 3 - Summary of Correct Values by USDA Engineering Phase

	Basic Services	RPR Services	Additional Services
Original Agreement	\$300,000.00	\$156,000.00	\$109,000.00
Amendment No. 1	\$68,000.00	\$0.00	(\$55,000.00)
Amendment No. 2	\$14,250.00	(\$133,200.00)	\$0.00
Totals	\$382,250.00	\$22,800.00	\$54,000.00

Further, in order to provide conformance with USDA Rural Developments engineering phase descriptions, this amendment also provides the proper allocation of funds between Basic Services, RPR Services, and Additional Services, which is reflected in the Agreement Summary below.

Agreement Summary


	Original Agreement Amount	Amendment #1	Amendment #3 (Correcting Amendment #2)	Adjusted Agreement Amount
Basic Services	\$300,000.00	\$68,000.00	\$14,250.00	\$382,250.00
RPR Services	\$156,000.00	\$0.00	(\$133,200.00)	\$22,800.00
Additional Services	\$109,000.00	(\$55,000.00)	\$0.00	\$54,000.00
Totals	\$565,000.00	\$13,000.00	(\$188,950.00)	\$459,050.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
Tuscarawas County Commissioners

ENGINEER:
The Thrasher Group, Inc.

By: 
Print Name: Chris Abbuhl
Title: President Commissioner
Date Signed: 10/30/2023

By: _____
Print Name: Jonathan Carpenter, P.E.
Title: Principal
Date Signed: _____

FUNDING AGENCY CONCURRENCE:
United States Department of Agriculture

By: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit K – Amendment to Owner-Engineer Agreement.
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VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (941-2023) PAY BILLS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve payment for the following bills:

Meeting Date - October 30, 2023

911

Frontier	Wireless Tariff	\$238.14	
Frontier	Service	\$46.30	
Frontier	Service	\$239.27	
			\$523.71

American Rescue Plan Act

ADAMHS Board of Tusc & Carroll	Mens Treatment Reimb	\$229,770.00	
Peterman Plumbing & Heating Inc	Multi Use Facility/App #1	\$24,909.00	
			\$254,679.00

Auditor

Harris Computer Systems	Services	\$3,044.50	
			\$3,044.50

Child Support

CBTS	Phone Service	\$673.22	
First Communications LLC	Fax Service	\$12.59	
First-Citizens Bank & Trust Co	Copier Lease	\$359.88	
Tusc Co Sheriff's Office	2023 IV-D Contract/Sheriff	\$9,221.90	
	2023 IV-D Contract/Com		
Tusc Co Treasurer	Plea	\$2,270.37	
Tusc Co Treasurer	2023 IV-D Contract/Juv Crt	\$16,554.75	
			\$29,092.71

Clerk of Courts

AT & T	Service	\$89.38	
Frontier	Service	\$55.11	
MNJ Technologies	Part	\$58.00	
Vista Solutions Group	Annual Maint & Support	\$3,453.21	
			\$3,655.70

Commissioners

Blooms Printing & Design	Supplies	\$160.00	
Dominion Energy	Gas Utility	\$328.22	
Dominion Energy	Gas Utility	\$99.05	
Dominion Energy	Gas Utility	\$1,108.24	
Frontier	Service	\$227.44	
Go Shred	Services	\$485.00	
Liberty Distributors, Inc	Supplies	\$483.00	
Menard's	Supplies	\$40.78	
	4th Qtr '23 Bend Rental		
Muskingum Co Juvenile Detention Ctr	Agrm	\$58,880.00	
ODP Business Solutions	Supplies	\$102.64	
VEIT	Copier Overages	\$3.84	
			\$61,918.21

Community & Economic Development

Nicholas Construction	CHIP 2021/Proj #105	\$4,100.00	
Nicholas Construction	CHIP 2021/Proj #105	\$22,750.00	
			\$26,850.00

Community Corrections

Parkway Ford	Services	\$161.35	
			\$161.35

Coroner

Axis Forensic Toxicology	Services	\$392.00	
Cuyahoga Co Medical Examiner	Services	\$4,000.00	
			\$4,392.00

Dog & Kennel

AEP	Electric Utility	\$327.96	
ODP Solutions	Supplies	\$17.09	
SmartBil	Services	\$939.00	
			\$1,284.05

Engineer

Advance Auto Parts	Parts	\$71.74	
Boontown Sprayer	Equipment	\$21,695.55	
Calibration Services Inc	Concrete Machine Testing	\$460.00	
Dominion Energy Ohio	Gas Utility	\$263.45	
Dover Brake Inc	Parts	\$1,144.43	
Independence Business Supply	Office Furniture	\$3,322.90	
Independence Business Supply	Supplies	\$134.35	
John Deere	Parts/Supplies	\$407.20	
Kalida Truck Equipment Inc	Parts	\$147.16	
Material Handling Specialists LLC	Parts	\$62.31	
Sidwell Materials Inc	Material	\$1,793.16	

Snyder Bros Sales & Services	Parts	\$1,267.85	
Southeastern Equip Co	Repairs/Parts	\$3,180.99	
Stony Point Supply	Supplies	\$5.50	
Triple R Trailer	Parts	\$58.10	
Walton Auto Parts	Parts	\$488.00	
Ziegler Tire	Repairs/Parts	\$280.00	
			\$34,782.69

Human Resources

Harris Local Gov't	Uniface License	\$143.91	
Harris Local Gov't	Uniface License	\$17.47	
Harris Local Gov't	Uniface License	\$46.39	
Krugliak Wilkins Griffiths & Dougherty	Services	\$616.66	
Krugliak Wilkins Griffiths & Dougherty	Services	\$4,066.84	
			\$4,891.27

Information Technology

April Beachy	Travel Reimbursement	\$46.89	
April Beachy	Travel Reimbursement	\$67.11	
MNJ Technologies	Contract Services	\$1,494.76	
MNJ Technologies	Contract Services	\$4,165.24	
MNJ Technologies	Multi Factor Authentication	\$9,360.00	
			\$15,134.00

JFS

Ashley & Robert Bunton Jr	Transportation	\$70.80	
Beth Kiggins	Travel Reimbursement	\$21.30	
Clear Communications	Sept 2032 Interpreters	\$414.00	
Derek & Savannah McCune	Transportation	\$24.00	
Erik & Tina Kochte	FP Reimb/Transportation	\$17.52	
Faith Dingman	Travel Reimbursement	\$54.70	
Faith Dingman	Travel Reimbursement	\$99.13	
G&L Supply	Supplies	\$710.71	
Haley Woodward	FP Transportation	\$99.60	
Horizons of Tusc & Carr	1st Half Oct 2023	\$13,871.30	
Horizons of Tusc & Carr	Transportation	\$104.32	
Jason Hamric	Travel Reimbursement	\$123.88	
Joshua & Elizabeth Renner	FP Transportation	\$12.72	
Joshua & Elizabeth Renner	FP Transportation	\$25.44	
Kyler Lundholm LPM	Non-Recurring	\$705.00	
Language Line Services	Interpreter for IM	\$98.75	
Meghan May	Travel Reimbursement	\$14.91	
Melissa Kelley	Travel Reimbursement	\$64.47	
Michael & April McKelvey	FP Reimb/Transportation	\$108.00	
New Phila Water Dept	PRC	\$71.31	
Paul & Desiree Runyon	FP Reimb/Transportation	\$13.80	
Quality Moments	Sept Appointments	\$897.12	
Triad Deaf Services Inc	Interpreter	\$275.00	
Verizon Wireless	Service	\$19.21	
			\$17,916.99

Park

AEP Ohio	Electric Utility	\$28.33	
AEP Ohio	Electric Utility	\$41.24	
CLP Services	Rental	\$125.00	
MB Structures	Services	\$350.00	
Piedmont Gas Company	Gas Utility	\$6.82	
United Rentals (North America) Inc	Rental	\$90.00	
Warther Woodworking	Supplies	\$326.00	
			\$967.39

Recorder

GovOS	Mthly Subscription	\$4,125.00	
			\$4,125.00

Sheriff

Fenton Bros Electric Inc	Supplies	\$368.55	
Frontier	Service	\$2,832.51	
G&L Supply	Supplies	\$865.46	
VEIT	Copier Charges	\$148.17	
Verizon Wireless	Service	\$1,596.50	
			\$5,811.19

Treasurer

Alban Title	Services	\$335.00	
Alban Title	Services	\$275.00	
Harris Computer System	Services	\$667.47	
SmartBill	Services	\$13,116.67	
SmartBill	Services	\$1,883.33	
			\$16,277.47

Veterans

Bridge Associates LLC	Flags	\$8,515.28	
Debra S Cook	Supplies	\$84.09	
Finishing Touch Carpet Cleaning LLC	Services	\$1,690.00	
			\$10,289.37

Water & Sewer

AEP	Electric Utility	\$108.74	
AEP	Electric Utility	\$1,629.61	
Bull Country Compost	Materials	\$156.00	
Core & Main LP	Materials	\$1,285.24	
Fastenal	Materials	\$595.04	
Fastenal	Materials	\$519.45	
Fastenal	Materials	\$377.48	
Great Lakes Water & Waste Systems	Equipment	\$328.00	
Hawkins Water Treatment Group	Rental	\$130.00	
Hawkins Water Treatment Group	Rental	\$40.00	
Jajoca Corp Rex Pipe & Supply	Materials	\$506.38	
Ohio Light Truck Parts	Equipment	\$1,317.00	
SAL Chemical	Supplies	\$1,444.00	
Smart Bill	Services	\$2,493.28	
USA BlueBook	Equipment	\$678.27	
Vac 2 GO	Equipment	\$636.37	
VEIT	Copier Overages	\$79.97	
Verizon Wireless	Service	\$423.68	
			\$12,748.51

GRAND TOTAL \$508,545.11

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

DISCUSSION: IMAGINATION LIBRARY PROGRAM – Robin Waltz and Susan Reidenbach, both of the United Way, were present to talk about the Imagination Library Program. Robin stated literacy is one of the single greatest predictors of a person’s ability to succeed. There are men and women who struggle to read a food label, follow their doctor’s written instructions or read a bus schedule. A child who can’t read well is four times more likely to drop out of high school before graduation. The United States Census reports that 10% of Ohio adults do not have a high school diploma.

Education is the path out of the trap of generational poverty. Ninety percent of physical brain development occurs in the first three years of life, this is where the Dolly Parton’s Imagination Library comes in. We are working towards sending every child in Tuscarawas County from birth to age five a new book each month. Research has shown that a child with 25 books in their home completes an average of two additional years of schooling. The goal is that every kindergartener begins school with 60 books in their home.

This program is free to the families receiving the books. Tuscarawas County is currently at 63% participation. The cost of the program is approximately \$26 per child per year (3,500 children per year @ \$26) for a total of \$91,000. The program gets an Ohio Governor's Grant of \$45,500. The United Way raises the other \$45,500 and they are always able to raise enough money.

Ms. Waltz stated she is looking for help from the Commissioners to help continue this program to be able to get Tuscarawas County at 100%. The Dolly Parton's Imagination Library Program and the United Way is asking the Commissioner's for their continued support of \$10,000.

Commissioner Zemis, is an avid reader and believes whole heartedly believes in this program. Reading is fundamental. Commissioner Zemis told the story of her Grandfather who came to this country from the Netherlands when he was eight years old and did not know English. He went to school in the United States until the eighth grade and had to stop going to help take care of the family. During his time in school, he did learn how to read English. When Commissioner Zemis was a little girl, her Grandfather taught her how to read at an early age. He would read Reader's Digest and National Geographic to her and then Highlights for kids. Her mother had a love of reading as well and Commissioner Zemis would pretend to be sick in middle school so she could stay home and read! In a short period of time you had a person who never went to high school reading to my mother had a high school education and then went to a technical school and became a nurse and Commissioner Zemis went to school and got her Doctrine. She credits this to having a love for reading, people who understood how important reading was and how you got to the level by spending time reading. People ask me how I know that, and I say "I read it in a book." I probably read 40 – 50 novel in a year or a book a week. Commissioner Zemis thinks this is a great program. The Governor's support of this program really indicates how important it is. **NO ACTION WAS TAKEN TODAY.**

Commissioner Abbuhl stated kids are like sponges in those first few years. The earlier you can reach children to help set them on the right path, the better it will be in the long run. Everyone is doing great work.

RESOLUTION (942-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 2:32 p.m. to meet in Regular session Wednesday, the 1st day of November, 2023.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.


Chris Abbuhl


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk