

May 11, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

1:15 p.m. *Kip Brady, New Philadelphia City Schools Science Teacher – Tick Project*
Proclamation for Lyme Disease Awareness Month
1:30 p.m. *Dave Thomas, RS Operating – Lease & Mineral Rights*

Approve Minutes – May 9, 2022

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approve Transfer of Funds (1)

Approver Inter-Fund Transfer/Advance

Approve Out of County Travel – Water & Sewer

Approve Agreement – W.E. Quicksall & Associates – Stone Creek WWTP

Approve Solicitation – Engineering Firms – Capital Improvement Plan – Water & Sewer

Authorize Contract – Fair Housing – TMHA

Approve Agreement – NL Construction Corporation – Maintenance Building

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION,
WEDNESDAY, THE 11TH DAY OF MAY, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger

Commissioner Chris Abbuhl presiding.

NOTE: Commissioner Al Landis absent.

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

RESOLUTION (414-2022)

APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the minutes from the May 9, 2022 meeting as written.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

Discussion: *Dave Thomas, R & S Operating, LLC, distributed a land professional disclosure statement stating Mr. Thomas is listed by the Ohio Department of Real Estate and by the American Association of Professional Landmen (AAPL). Mr. Thomas also submitted a blank lease stating he is an authorized representative of R & S Operating, LLC which is in the area pursuing mineral interests. One of the interest R & S Operating would like to lease is a road right of way which is owned by the Commissioners.*

Commissioner Abbuhl stated the Commissioners have done some of these leases in the past and the lease will need to go to the Prosecuting Attorney to be reviewed, and also the attorney for the county utilized for previous oil and gas leases. The Commissioners will take this under advisement and contact Mr. Thomas at a later date. Mr. Abbuhl clarified with Mr. Thomas he is requesting to lease 1.17 acres of right of way on Pleasant Valley outside of Uhrichville.

RESOLUTION (415-2022) ADVISEMENT – LEASE – RIGHT OF WAY FOR MINERAL RIGHTS – R & S OPERATING, LLC

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to take under advisement the request of R & S Operating, LLC for lease of right of way of 1.17 acres owned by the Commissioners on Pleasant Valley.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (416-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Rebecca Garren	Sheriff's Office	\$126.72
Newcomerstown Water	Water & Sewer Department	\$8,787.84

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (417-2022) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Park Dept	S095-S20	S095-S02	\$2,500.00	Additional anticipated maintenance supply and fuel costs
Park Dept	S095-S20	S095-S14	\$1,000.00	Cover potential professional service costs (Brandywine Center)

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (418-2022) TRANSFER OF FUNDS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Common Pleas Court	A017-A00	A002-B002	\$27,827.24	Supplement this line for 2022 budget due to the retirement and pay out for Magistrate Karen Zajkowski

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (419-2022) INTER-FUND TRANSFER/ADVANCE

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

Tusc. Co. Treasurer From Co. General to Children Services \$150,000.00

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (420-2022) OUT OF COUNTY TRAVEL – WATER & SEWER

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Michael Jones, Sanitary Engineer:

DATE: May 18, 2022

LOCATION: Village of Lodi, Ohio Wastewater Treatment Plant

ATTENDEES: Michael Jones, Justin Angel & Eric Maurer

USING COUNTY VEHICLE: Yes

EXPENSE: Approximately \$0.00

REASON: Site visit & evaluation of the Village's septage receiving station. We are considering a similar installation at our Wilkshire Hills WWTP

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

Discussion: *Mike Jones, Sanitary Engineer, was present and stated a contract has been negotiated with W.E. Quicksall & Associates for the Stone Creek Wastewater Treatment Plant.*

RESOLUTION (421-2022) – APPROVE AGREEMENT - W.E. QUICKSALL & ASSOCIATES, INC. - ENGINEERING SERVICES - STONE CREEK WASTEWATER TREATMENT PLANT

It was moved by Commissioner Metzger, and seconded by Commissioner Abbuhl, to approve the foregoing resolution:

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio ("Board") has approved the use of \$50,000 of American Rescue Plan funds for the design of Project ID# SC-21-01, Stone Creek WWTP Replacement Project ("Project") and has selected W.E. Quicksall and Associates, Inc. as the most qualified engineering firm for the Project in accordance with Ohio Revised Code Section 153.69, and

WHEREAS, the Sanitary Engineer recommends approval of an agreement with W.E. Quicksall and Associates, Inc. with a cost not to exceed \$47,900.00, based on salary costs multiplied by a factor, for design phase services in connection with the Project; and

NOW THEREFORE BE IT RESOLVED by the Board:

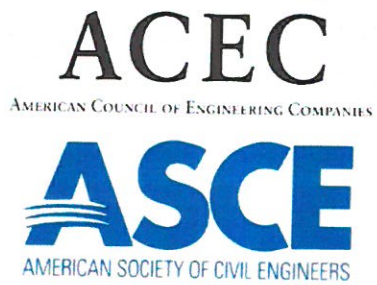
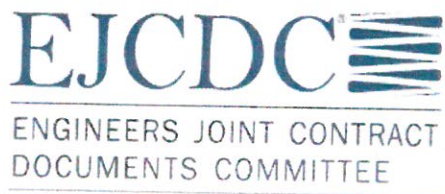
Section 1 – The Board hereby approves the above described Agreement with W.E. Quicksall and Associates, Inc. for design phase services in connection with the Project, and authorizes the execution of said Agreement.

Section 4 – 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 document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**



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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Owner-Engineer Agreement form ("Short Form") is intended for furnishing professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500), or one of the several special-purpose EJCDC professional services agreement forms. EJCDC® E-001 provides information on these agreement forms.

For further discussion regarding the use of this document, see the Guidelines for Use of EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services, commencing on the following page.

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

This is an Agreement between **Tuscarawas County Commissioners** (Owner) and **W.E. Quicksall and Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Design of a New Wastewater Treatment Plant for the Village of Stone Creek** (Project). Engineer's services under this Agreement (Services) are generally identified as follows:

Our general scope of services is outlined in our "Project Approach" dated February 14, 2022 in Attachment No. 1 herein. Additional scope assumed in this agreement include:

- Coordinate Geotechnical Proposals and make a recommendation to the County for authorization;
- Prepare a site plan with Topography and Grading as necessary;
- Design the new facility around the equipment and structures manufactured by Mack Industries;
- Design access road and fencing with lighting around the entire facility;
- Coordinate the SCADA System with Missions Communications and provide their specifications in the contract documents;
- Coordinate a Kick-off Meeting and Progress Meetings at 60% and 90% complete with the County.
- The following services are not included in our scope:
 - Funding Administration;
 - Legal and Survey Fees for Land Acquisition. County to provide boundary plat and location of property pins to engineer;
 - Permit Fees for OEPA and Building Permits;
 - Stand-By Generator. It is assumed that adequate electrical service is available at the proposed site;
 - Demolition of the existing WWTP facility;
 - Pump Station Design; and
 - Building Enclosures.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will



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advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
 - B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.
- 3.01 Schedule for Rendering Services
- A. Engineer shall complete its Services within the following specific time period: **four (4) months after authorization to submit the OEPA Permit-to-Install. Our services will be complete upon County acceptance of final construction documents (plans and project manual). Engineer will provide two (2) hard copies and one (1) electronic pdf copy.**
 - B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 4.01 Invoices and Payments
- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
 - B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
 - C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.



- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.0.
- E. Basis of Payment
 - 1. Owner shall pay Engineer for Basic Services and services summarized in this agreement as detailed in Exhibit J of this agreement.
 - 2. Additional Services: For Additional Services not scoped in this agreement, Owner and Engineer shall negotiate the scope, fee, and basis of payment of the additional services based on the conditions of each circumstance for which a modification to this agreement is required.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment,



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Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.



- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and~~
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. ~~Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.



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- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any



Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including **Exhibit J – Payments to Engineer for Services and Reimbursable Expenses and Attachment No. 1**), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



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This Agreement's Effective Date is the date of authorization.

Owner:
Tuscarawas County Commissioners
(name of organization)

By: *Chris Abbuhl*
Name: Chris Abbuhl
Title: Commissioner
Date: 5/11/2022

By: absent
Name: Al Landis
Title: Commissioner
Date: 5/11/2022

By: *Kerry Metzger*
Name: Kerry Metzger
Title: Commissioner
Date: 5/11/2022

Address for giving notices:
125 East High Avenue
New Philadelphia, Ohio 44663

Designated Representative:
Name: Michael B. Jones, P.E.
(typed or printed)
Title: County Sanitary Engineer
(typed or printed)

Address:
9944 Wilkshire Boulevard NE
Bolivar, Ohio 44612
Phone: (330) 874-3262
Email: mjones@tcmsd.org

Attorney Concurrence

By: *Steven A. Anderson*
Name: Steven A. Anderson
Title: Attor for Tuscarawas County Commissioners
Date: 5/11/22

Engineer:
W.E. Quicksall and Associates, Inc.
(name of organization)

By: *Donald R. Quicksall*
(authorized individual's signature)
Date: 5/2/2022
(date signed)

Name: Donald R. Quicksall, P.E.
(typed or printed)
Title: President
(typed or printed)

Address for giving notices:
554 West High Avenue / PO Box 646
New Philadelphia, Ohio 44663

Designated Representative:
Name: A. Matthew Miller
(typed or printed)
Title: Production Manager
(typed or printed)

Address:
554 West High Avenue / PO Box 646
New Philadelphia, Ohio 44663
Phone: (330) 339-6676
Email: amm@wequicksall.com



**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR**

ARTICLE 1—COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Salary Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in **This Agreement** (except for Resident Project Representative services, if any) as follows:

- 1. An amount equal to Engineer's Salary Costs times a factor of **2.0** for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, estimated to be **\$47,900**.
- 2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit J as Appendix 1.
- 3. The total compensation for such services is estimated to be **\$47,900** based on the following assumed distribution of compensation:

a. Study and Report Phase	<u>N/A</u>
b. Preliminary Design Phase	<u>N/A</u>
c. Final Design Phase	<u>\$47,900 (Not to Exceed)</u>
d. Bidding/Proposal Phase	<u>N/A</u>
e. Construction Phase	<u>N/A</u>
f. Post-Construction Phase	<u>N/A</u>

- 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
- 5. The total compensation for Engineer's services, included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.
- 6. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' charges.
- 7. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
 Compensation Packet BC-6: Basic Services—Salary Costs Times a Factor.
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**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR**

ARTICLE 1—COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Salary Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in **This Agreement** (except for Resident Project Representative services, if any) as follows:

1. An amount equal to Engineer's Salary Costs times a factor of **2.0** for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, estimated to be **\$47,900**.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit J as Appendix 1.
3. The total compensation for such services is estimated to be **\$47,900** based on the following assumed distribution of compensation:

a. Study and Report Phase	<u>N/A</u>
b. Preliminary Design Phase	<u>N/A</u>
c. Final Design Phase	<u>\$47,900 (Not to Exceed)</u>
d. Bidding/Proposal Phase	<u>N/A</u>
e. Construction Phase	<u>N/A</u>
f. Post-Construction Phase	<u>N/A</u>
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
5. The total compensation for Engineer's services, included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.
6. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' charges.
7. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for all Reimbursable Expenses directly related to Basic Services.
- B. Reimbursable Expenses include the expenses and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, those charges will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.0.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. ~~Salary Costs, the factor applied to Salary Costs, and the Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.~~

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
 Compensation Packet BC-6: Basic Services—Salary Costs Times a Factor.
 Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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 Page 2 of 3

- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

Discussion: *Mike Jones, Sanitary Engineer, stated Tuscarawas County Metropolitan Sewer District received a letter signed by Keith Ely, Mayor of the Village of Baltic, members of Council and the Board of Public Affairs requesting the County to consider taking ownership of the Village's water and sewer facilities. Mr. Jones has had discussions with the Village and indicated in order to do this, there needs to be an assessment of the Village's existing facilities, a Capital Improvement Plan, determine what kind of impact this would have on operations including if additional staffing will be needed, and what type of rates would need to be charged to the Village customers. The Village has stated they would be willing to reimburse the County for the cost of performing the Feasibility Study. The study should be conducted by the County so we can properly address the impact of the transfer on operations.*

Mr. Jones stated this request is for authorization to solicit for qualifications of Engineering Firms. Once an Engineer is selected, Mr. Jones would need to negotiate a contract, find out what Engineering fees will be, and go back to the Village to come up a reimbursement plan. The Village will have the

opportunity to review the terms and conditions, host a public hearing and determine whether they feel proceeding is in the best interest of their citizens.

Commissioner Metzger stated the County has several opportunities for Water & Sewer to take over systems like Roswell, Village of Baltic, Mill Township and Midvale/Barnhill. After all of the Feasibility Studies have been completed, will the Water & Sewer District make an evaluation of all of those for the overall projection as to whether or not the County has the capacity and the staffing to handle these projects? Mr. Jones stated most of this will be staffing and what does Water & Sewer need to do to accomplish these projects.

RESOLUTION (422-2022) – AUTHORIZE SOLICITATION - ENGINEERING FIRMS – CAPITAL IMPROVEMENT PLAN – WATER & SEWER

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the foregoing resolution:

WHEREAS, the Village of Baltic (“Village”) has submitted a letter to the Sanitary Engineer, Michael Jones, signed by the Mayor, Council and the Board of Public Affairs requesting the County to consider accepting ownership of their water and wastewater facilities, and

WHEREAS, upon the recommendation of the Sanitary Engineer, the Board of Commissioners, Tuscarawas County, Ohio (“Board”), has determined that in order to determine the feasibility of such transfer, it is necessary to conduct a Feasibility Study to evaluate the full cost of transfer including, but not limited to, legal fees, capital improvement requirements, additional staffing requirements, and a proposed user charge structure for Village customers.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners, Tuscarawas County, Ohio:

Section 1 – That the Sanitary Engineer is authorized to solicit statements of qualifications from qualified engineering firms in accordance with Ohio Revised Code Sections 153.65 through 153.68 for the purpose of preparing a Feasibility Study as described above.

Section 2 – That proceeding with the Feasibility Study is conditioned upon the Village of Baltic agreeing to reimburse the Board for any and all costs associated with the preparation of the Feasibility Study.

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.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

Discussion: *New Philadelphia High School Science Teacher, Kip Brady, presented a tick project his students are working on to gather more data and information about Lyme Disease in our area. Commissioner Metzger stated Mr. Brady gave a presentation in front of the Park Department’s Lyme Disease Awareness Program. Mr. Metzger is amazed at what is being taught in high school using DNA techniques and things of this nature.*

Mr. Brady started his presentation by saying ticks are under-appreciated for their medical importance. To most people in Tuscarawas County, ticks are just an annoyance. Ticks are important agents in spreading disease. About 80% of all Vector Borne Diseases in North America are spread by ticks, and among those diseases, Lyme Disease is the biggest. In Ohio the number of Lyme Disease cases doubles about every three years. The greatest at-risk group for Lyme Disease is 5-14-year-old children. This age group has the highest diagnosed cases in Ohio and the Eastern United States. The black-legged tick (BLT) is the only tick known to carry Lyme Disease. Mr. Brady and his students visit different wooded areas around the region to gather ticks. The students take the ticks back to the school lab where they run DNA tests on them to see if they are positive for Lyme Disease. The students are keeping detailed data about their tick findings. The Ohio State University Parasite & Pathogen Ecology Lab is also helping the students with their project by checking results as well since the lab is a CDC certified lab. The students have been to 15 sites collecting ticks, have tested 204, and 98 of the ticks collected tested positive for carrying Lyme Disease.

Commissioner Metzger stated Tuscarawas County is expanding our parks system and the county is going to see more traffic as far as people, dogs and a lot more children. The Park Department is going to be housed in the Brandywine Grange area and there will be more human activity around this area. Will it make sense to implement some type of ecological study to lesson the impact and change the ecology around those areas where we know large groups of people are going to gather? Mr. Brady replied that a

tick is not going to crawl any distance to get on anyone, so if you keep grass, shrubs, tree limbs and flowers trimmed around the areas where people are going to congregate, you will lessen the ability for ticks to get on anyone.

Commissioner Abbuhl wanted to know what the best prevention for someone who does not have boots, pants, and long sleeves to protect themselves? Mr. Brady replied it may not be comfortable to wear the winter clothes, but it is the tick's habitat and domain. You have to play by the tick's rules. There are sprays available, monitor yourself and others, take your clothes off as soon as you get home and run them through the dryer, the heat will kill the ticks.

Commissioner Abbuhl also asked if you should keep the tick if one does bite you? Mr. Brady stated if you get bit by a tick, at least let your doctor know and monitor your symptoms. Anti-biotics should be taken if you get symptoms of Lyme Disease. Best practice is to keep the tick and take it to the health department or physician to be checked. Mr. Brady stated in about 70% of Lyme Disease cases you get a "bullseye" rash, but not everyone does. Most people will have fever and flu like symptoms

The future goals of Mr. Brady's project are to examine the ticks and the agent that causes Lyme Disease, determine how common the bacterium is in our region and find ecological factors that might be driving higher or lower incidences of bacterial infections or tick population densities in our region. Mr. Brady would also like to increase public awareness on ticks and Lyme Disease.

Commissioner Metzger read the Proclamation onto the record.

RESOLUTION (423-2022) PROCLAMATION – LYME DISEASE AWARENESS MONTH – MAY 2022

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following resolution proclaiming May, 2022 as Lyme Disease Awareness Month.

PROCLAMATION

IN RECOGNIZING MAY AS LYME DISEASE AWARENESS MONTH

WHEREAS, Lyme disease was first identified in the 1970s in Lyme, Connecticut, the town for which it was named; and

WHEREAS, Lyme disease is the fastest growing vector-borne disease in the United States caused by the bacterium *Borrelia burgdorferi*, and is transmitted by the common black-legged tick found in nearly one-half of all U.S. counties including Tuscarawas County, and this tick, when infected, can spread Lyme Disease and other tick-borne diseases to not only humans, but pets, and farm animals with its bite; and

WHEREAS, the Centers for Disease Control and Prevention acknowledges that the actual number of cases in the United States can be as high as 10 times the number of reported cases nation wide. In 2021 there were 125 confirmed cases of Lyme disease in Tuscarawas County, up from 64 cases in 2020. There were also 293 positive canine cases in 2020; and

WHEREAS, Lyme disease mimics many other diseases and patients are often misdiagnosed with other conditions, such as chronic fatigue syndrome, fibromyalgia, multiple sclerosis, Lou Gehrig's disease, and Parkinson's disease. Neurologic symptoms, such as cognitive and memory problems in Lyme disease, are commonly misdiagnosed as depression or other mental conditions; and

WHEREAS, early indicators of infection include, but are not limited to, a "bull's-eye" rash with flu-like symptoms, characterized by chills, headache, fatigue, muscle and joint aches and swollen lymph nodes; and

WHEREAS, weeks or months later, patients with untreated or under-treated Lyme disease can suffer from permanent and sometimes life-threatening damage to the brain, joints, heart, eyes, liver, spleen blood vessels and kidneys. If diagnosis is delayed, treatment can be difficult and accompanied by progressive debilitation, and recovery will take much longer. Lyme disease inadequately treated can lead to death. For this reason it is imperative that all who may be exposed to Lyme disease receive prompt treatment with antibiotics during the early stages of Lyme disease which possibly can cure the infection and prevent complications of progressive Lyme disease; and

WHEREAS, awareness and education are vital to reduce the risk of contracting this serious disease, all of our residents, especially children, need to learn and practice personal preventive techniques when engaging in outdoor activities - such as frequent tick checks, use of tick repellent and proper tick removal; and

THEREFORE, BE IT RESOLVED that the Tuscarawas County Board of Commissioners hereby proclaims May, 2022, as Lyme Disease Awareness Month in Tuscarawas County.

Tuscarawas County Board of Commissioners

Chris Abbuhl
Chris Abbuhl

Kerry Metzger
Kerry Metzger

Al Landis
Al Landis



VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (424-2022) AUTHORIZE CONTRACT - FAIR HOUSING - TUSCARAWAS METROPOLITAN HOUSING AUTHORITY (TMHA) (FY-2022)

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to authorize the execution of a contract to allow Tuscarawas County Office of Community & Economic Development to provide Fair Housing consulting services to Tuscarawas Metropolitan Housing Authority for the 2022 calendar

year. This resolution also authorizes the president and/or the vice president of the Board of Commissioners to sign any and all documentation related to the execution of said contract/agreement. This action is taken upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development

**AGREEMENT FOR FY-2022
FAIR HOUSING ADMINISTRATION SERVICES
FOR TUSCARAWAS METROPOLITAN HOUSING AUTHORITY**

THIS AGREEMENT made and entered into by and between Tuscarawas Metropolitan Housing Authority (hereinafter called "TMHA") and the Tuscarawas County Board of Commissioners, represented by the Office of Community & Economic Development (hereinafter called "OCED").

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

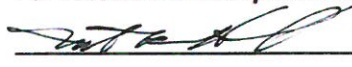
- I. **TIME OF PERFORMANCE**
OCED will provide Fair Housing services for TMHA from January 1, 2022 through December 31, 2022.
- II. **GENERAL INFORMATION**
OCED's staff will be available to receive and handle Fair Housing questions and complaints during their normal office hours, Monday through Friday from 8:00am – 4:30pm, excluding national holidays. A voice mail system is also available to record calls during non-business hours. An attempt will be made to return all calls received in a timely manner. A county website link is also available that provides general Fair Housing information, contact information, and state & federal links for the general public.
- III. **FAIR HOUSING COMPLAINT INTAKE & REFERRAL**
All public inquiries and/or complaints for fair housing will be logged in a spreadsheet. If the complaint should be a potential fair housing complaint, the individual will be:
 - Informed of his/her rights to fair housing,
 - Informed of remedies that are available
 - Offered written literature that includes contact information for US Department of Housing & Ohio Civil Rights Commission
 - Offer to mail the individual an OCRC complaint form or offer an appointment at the county offices to discuss the complaint & help the individual file a written complaint form
 Inquiries and/or complaints that are not related to Fair Housing will also be logged under a separate section in the spreadsheet.
- IV. **TENANT BRIEFING TRAININGS**
An OCED staff member will speak at TMHA Tenant Briefings to fulfill all fair housing requirements for your individual program with the presentation tailored to your audience.
- V. **OUTREACH**
At a minimum, the number of copies of current fair housing brochures identified in your fair housing program will be distributed in places that will benefit the target area as specified in your program. Additional copies of brochures will be provided to TMHA upon request at no charge.

TMHA FY2022 Fair Housing Administration Agreement

- VI. REPORTS & BILLING**
OCED will provide TMHA with services for fair housing including all overhead, travel & other expenses for \$1,700.00 during Jan-Dec 2022. OCED will send TMHA an invoice and corresponding reports at the end of the contract year for all work completed. Periodic reports will be made available to TMHA upon request any time through out the contract. The reports will contain information on each of the Tenant Briefings, all inquiries and/or complaint logs along with their outcomes (if known or available), total number of brochures and posters distributed and to what locations, and any other general information. All pertinent state and federal guidelines will be followed.
- VII. TERMINATION OF CONTRACT**
Either Party may terminate this agreement at any time with a minimum of thirty (30) days written notice to the other Party. If the agreement is terminated by TMHA, then OCED will be will be paid an amount based on the time and expenses incurred by OCED prior to the effective date of such termination.

AUTHORITY FOR THIS AGREEMENT

For Tuscarawas Metropolitan Housing:

 _____ Date JAN 1 1 2022

_____ Date _____

_____ Date _____

For Tuscarawas County Commissioners:

 _____ Date 5/11/2022

For Tuscarawas County OCED:

_____ Date _____

Approved As to Legal Form:
Robert R. Stephenson II, Assistant-prosecuting Attorney, Tuscarawas County

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (425-2022) APPROVE CONTRACT – MAINTENANCE BUILDING – NL CONSTRUCTION COMPANY, INC

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the contract with NL Construction Company, Inc. in the amount of \$847,794.00 for the construction of the new Maintenance Building, and appointing Scott Reynolds as Prevailing Wage Coordinator. This action is taken upon recommendation of Bruce Widder, Architect and approved as to form by Robert Stephenson.

AIA® Document A101® – 2017

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

AGREEMENT made as of the 26 day of April in the year 2022
(In words, indicate day, month and year.)

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

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663
Telephone Number: 330-365-3240 Fax Number: 330-602-7483

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

NL Construction Corporation, Inc.
230 15th Street SE
Canton, OH 44707
Telephone Number: 330-453-0060 Fax Number: 330-453-0061

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

New Maintenance Building
for Tuscarawas County Commissioners
160 1st Drive NE
New Philadelphia, OH 44663

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

B. A. Widder Architectural Services, LLC
407 4th Street NW, Suite B
New Philadelphia, OH 44663
Telephone Number: 330-339-4054 Fax Number: 330-339-4219
E-mail: bruce@bawidderarch.com

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(946563129)

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- [X] The date of this Agreement.
- [] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
None	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Forty-seven Thousand Seven Hundred Ninety-four Dollars and Zero Cents (\$ 847,794.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate G-1	\$7,000.00	Change Order Forms
Alternate G-2	\$75,000.00	Change Order Forms

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5 % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Scott Reynolds
125 East High Avenue
New Philadelphia, OH 44663
Telephone Number: 330-365-3230 Fax Number: 330-602-7483
E-mail: reynolds@co.tuscarawas.oh.us

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

Douglas Jackson
230 15th Street SE
Canton, OH 44707
Telephone Number: 330-453-0060 Fax Number: 330-453-0061
E-mail: djackson@NLconstructioncorp.com

init.

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User Notes:

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
G-001; G-002	Title Sheet & Site Plan - 2 pages total	03/22/2022
A-101; A-102; A-201; A-301; A-302; A-303; A-304; A-305; A-401	Architectural Plans - 9 pages total	03/22/2022
I-101	Interiors Plans - 1 page total	03/22/2022
S-101; S-102; S-103	Structural Plans - 3 pages total	03/22/2022
P1.01; P2.01	Plumbing Plans - 2 pages total	03/22/2022
H1.01; H2.01	HVAC Plans - 2 pages total	03/22/2022
E-100; E-200; E-300; E-400; E-500; E-501	Electrical Plans - 6 pages total	03/22/2022

Init.

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User Notes:

(946563129)

.6 Specifications

Section	Title	Date	Pages
Spec Book	Exhibit "A"	03/22/2022	258

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	04/06/2022	3
Addendum #2	04/08/2022	3

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

Tuscarawas County Commissioners

NL Construction Corporation, Inc.

OWNERS (Signatures)



CONTRACTOR (Signature)

Init.

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User Notes:

8

(946563129)

Kerry Metzger
Chris Abbuhl
Al Landis

Commissioners

(Printed names and title)

Christopher Kerzan, President

(Printed name and title)

init.

/

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**Additions and Deletions Report for
AIA® Document A101® – 2017**

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Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:17:09 ET on 04/27/2022.

PAGE 1

AGREEMENT made as of the 26 day of April in the year 2022

...

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663
Telephone Number: 330-365-3240 Fax Number: 330-602-7483

...

NL Construction Corporation, Inc.
230 15th Street SE
Canton, OH 44707
Telephone Number: 330-453-0060 Fax Number: 330-453-0061

...

New Maintenance Building
for Tuscarawas County Commissioners
160 1st Drive NE
New Philadelphia, OH 44663

...

B. A. Widder Architectural Services, LLC
407 4th Street NW, Suite B
New Philadelphia, OH 44663
Telephone Number: 330-339-4054 Fax Number: 330-339-4219
E-mail: bruce@bawidderarch.com

PAGE 2

The date of this Agreement.

PAGE 3

Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

...

None

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User Notes: (946563129)

1

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Forty-seven Thousand Seven Hundred Ninety-four Dollars and Zero Cents (\$ 847,794.00), subject to additions and deductions as provided in the Contract Documents.

...

None

...

<u>Alternate G-1</u>	<u>\$7,000.00</u>	<u>Change Order Forms</u>
<u>Alternate G-2</u>	<u>\$75,000.00</u>	<u>Change Order Forms</u>

...

None

...

None

...

None
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

Ten Percent (10%)
PAGE 5

None

...

None

...

1.5 % monthly
PAGE 6

Litigation in a court of competent jurisdiction

...

None

...

Scott Reynolds
 125 East High Avenue
 New Philadelphia, OH 44663
 Telephone Number: 330-365-3230 Fax Number: 330-602-7483
 E-mail: reynolds@co.tuscarawas.oh.us

...

Douglas Jackson
 230 15th Street SE
 Canton, OH 44707
 Telephone Number: 330-453-0060 Fax Number: 330-453-0061
 E-mail: djackson@NLconstructioncorp.com
 PAGE 7

<u>G-001; G-002</u>	<u>Title Sheet & Site Plan</u>	<u>03/22/2022</u>	
	<u>- 2 pages total</u>		
<u>A-101; A-102; A-201; A-301;</u>	<u>Architectural Plans</u>	<u>03/22/2022</u>	
<u>A-302; A-303; A-304; A-305;</u>	<u>- 9 pages total</u>		
<u>A-401</u>			
<u>I-101</u>	<u>Interiors Plans</u>	<u>03/22/2022</u>	
	<u>- 1 page total</u>		
<u>S-101; S-102; S-103</u>	<u>Structural Plans</u>	<u>03/22/2022</u>	
	<u>- 3 pages total</u>		
<u>P1.01; P2.01</u>	<u>Plumbing Plans</u>	<u>03/22/2022</u>	
	<u>- 2 pages total</u>		
<u>H1.01; H2.01</u>	<u>HVAC Plans</u>	<u>03/22/2022</u>	
	<u>- 2 pages total</u>		
<u>E-100; E-200; E-300; E-400; E-500;</u>	<u>Electrical Plans</u>	<u>03/22/2022</u>	
<u>E-501</u>	<u>- 6 pages total</u>		
<u>Spec Book</u>	<u>Exhibit "A"</u>	<u>03/22/2022</u>	<u>258</u>
<u>Addendum #1</u>	<u>04/06/2022</u>	<u>3</u>	
<u>Addendum #2</u>	<u>04/08/2022</u>	<u>3</u>	

PAGE 8

...

...

Tuscarawas County Commissioners

NL Construction Corporation, Inc.

OWNER (Signature)

CONTRACTOR (Signature)



CONTRACTOR (Signature)

OWNERS (Signatures)

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 User Notes: (946563129)

Kerry Metzger
Chris Abbuhl
Al Landis


Commissioners

(Printed names and title)

Christopher Kerzan, President

(Printed name and title)

Approved as to form by.


Robert Stephenson, II
Assistant Prosecuting Attorney

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:17:09 ET on 04/27/2022 under Order No. 2114290058 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

BN WARDER
(Signed)

ARCHITECT
(Title)

4.26.22
(Dated)

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User Notes:

(948563129)

TUSCARAWAS COUNTY
COMMISSIONERS

Chris Abuhl -- Al Landis -- Kerry Metzger
COMMISSIONER'S JOURNAL 84
APRIL 25, 2022

RESOLUTION (360-2022) AWARD BID – MAINTENANCE BUILDING - COMMISSIONERS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to award the bid for the Maintenance Building to the following bidder as recommended by B A Widder, Architect.

NL Construction corporation, 223015th St SE, Canton, OH 44707, with a low total bid of \$847,794.00

BA Architectural Services
Commercial, Industrial, & Residential Design
407 4th Street NW, Suite B, New Philadelphia, Ohio 44663
Phone 330-339-4054 Fax 330-339-4219 e-mail: bruce@bamwidderarch.com

April 21, 2022

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, Ohio 44663

RE: Bids
New Maintenance Building
160 1st Drive N.E.
New Philadelphia, Ohio 44663

Commissioners:

After receiving/reviewing and consulting with the apparent low bidders of the above referenced project, it is my recommendation that we accept the quote of \$847,794.00. Base Bid, submitted by "NL Construction Corporation". Architect's estimate was \$900,000.00.

Also, I would recommend that we have a meeting to discuss scheduling with contractors before signing a formal contract.

Respectfully submitted,


Bruce A. Widder

125 East High Avenue, Room 205, New Philadelphia, Ohio 44663
(330) 365-1210 • www.uscourts.gov • tuscarawas.org

Discussion: Commissioner Landis stated this was a contractor he was not familiar with and it is good to have Bruce Widder vetting things like this for the office. Commissioner Abbuhl added he is excited to finally get the maintenance building for equipment, work area, storage and to get the maintenance department out of the historic attic of the courthouse. This has been a long time and many phases to get to this point. It will be nice for maintenance to have a place to work out of and not have to worry about interrupting court or other offices. Commissioner Metzger agreed with Mr. Landis and Mr. Abbuhl.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, 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

(Submit In Duplicate)

BID FORM

To: TUSCARAWAS COUNTY COMMISSIONERS
125 EAST HIGH AVENUE
NEW PHILADELPHIA, OH 44663

Project: New Maintenance Building
160 1st. Drive N.E.
NEW PHILADELPHIA, OH 44663

Date: 4/7/2022

Submitted By:
(Full Name)
Christopher Kerzan

Address (Complete Address):
230 15th St SE
Canton, OH 44707

Phone Number 330-453-0060 Fax Number 330-453-0061

I. OFFER

Having examined the Place of the Work and all matters referred to in the General Description of Project and the Contract Documents prepared by B.A. Widder Architectural Services, Architect for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the following Construction contract work for the Sum of:

A. GENERAL CONSTRUCTION: (Including Allowance)
\$ 847,794.⁰⁰

B. Alternate G-1: Provide and install chain link fence and gate at lockable storage #106
\$ 700.⁰⁰

- C. Alternate G-2: Provide cost for Sprinkler Design Build. Sprinkler contractor must include connection to 6" water main in Fair Avenue N.E.
\$ 75,000.00

2. THIS IS A TAX-EXEMPT PROJECT.

All Cash Allowances described in PRICE AND PAYMENT PROCEDURES are included in the Bid Price. General Contractor to include an allowance of \$10,000.00 in his bid to provide for unforeseen items incurred during construction. This allowance will only be used with approval of Owner and Architect.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the Bid closing date. If this Bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish first layout of proposed project schedule.
- Commence work within seven days after written Notice to Proceed.

4. CONTRACT TIME

If this Bid is accepted, we will:

Complete the Work in 180 calendar days from Notice to Proceed.

5. CHANGES TO THE WORK

When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

- 20% Percent overhead and profit on the net cost of our own Work.
- 15% Percent on the cost of work done by any Subcontractor.

On work deleted from the Contract, our credit to the Owner shall be the Architect approved net cost plus 8% of the overhead and profit percentage noted above.

6. ADDENDA

The following Addenda have been received. The modifications to the four (4) Bid Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum #	<u>1</u>	Dated:	<u>4/6/2022</u>
Addendum #	<u>a</u>	Dated:	<u>4/8/2022</u>
Addendum #	_____	Dated:	_____
Addendum #	_____	Dated:	_____

7. BID FORM SIGNATURE (s)

The corporate Seal of

NL Construction Corporation
(Bidder - Please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

Christopher Krzan (President)
(Authorized signing officer title)

(Seal)



(Authorized signing officer title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, absent;

RESOLUTION (426-2022) PAY BILLS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve payment for the following bills:

Meeting Date 05/11/2022

American Rescue Plan Act

Alban Title	Land Purchase Agreement Deposit	\$1,000.00	
Auditor			\$1,000.00
Comdoc	HP Printer Maintenance	\$174.80	
			\$174.80

Commissioners

Office Depot	Supplies	\$16.96
Comdoc	Supplies	\$54.71
G & L Supply	Supplies	\$89.53
Heritage Coop	Fuel	\$27.66
MNJ Technologies	Firewall Renewal/IT	\$75,960.00
OMEGA	Registration/Metzger	\$20.00

\$76,168.86

Common Pleas

MNJ Technologies	Software	\$402.00
Copeco	Base Rate & Overage Charges	\$362.77
Business Information Systems	Annual Service Renewal	\$4,417.25
Hanhart Agency	Bond	\$100.00

\$5,282.02

Dog Pound

Kimble	Service	\$151.00
Tusc Co Sheriff's Office	Fuel	\$819.06

\$970.06

Engineer

GVM, Inc	Repairs/Parts	\$452.62
Holmes Oil Distributing	Materials/Supplies	\$1,339.20
Asphalt Materials	Mat'l per bid	\$1,173.87
Asphalt Materials	Mat'l per bid	\$11,201.81
World Fuel Services	Fuel Oil & Gas per bid	\$27,579.76

\$41,747.26

Job & Family Services

Interpreters XP	Interpreters	\$703.08
Andy & Laurie Chaffee	Daycare	\$1,350.00
M-n-M Visitation Services	Visitation	\$660.00
Alan Bridges	Independent Living/Incentive Check	\$100.00
T & G Youth Services	FACES/Mentoring	\$1,068.75
Treasurer State of OH	Fingerprints	\$756.00
Andrew Malachin Jr	Independent Living/Graduation Check	\$1,000.00
Beth Kiggans	Travel/Training	\$15.00
Graphic Enterprises	Copier Contract Services	\$565.29
Lowe's	Maintenance Supplies	\$134.74
Menards	Maintenance Supplies	\$72.96
Kennedy Insurance	PRC/Car Insurance	\$428.00
Treasurer State of OH	Fingerprints	\$708.00
Pitts Fire Extinguisher	Annual Extinguisher Checks	\$104.00
Peoples Lawncare	Mow & Trim	\$75.00
Action Now	Pest Control	\$55.00
Lexis Nexis Risk Solutions	User Fees	\$339.00
Ohio Turnpike	EZ-Pass Fee & Tolls	\$14.40
Treasurer Tusc Co	Audit Costs	\$1,067.54
Tusc Co Commissioners	Cost Allocation	\$8,843.45
Jaime Grunder	Travel	\$78.90
Society for Equal Access	Transportation	\$57,176.35
Monique Bailey	Transportation	\$3.24
Derek & Savannah McCune	Transportation	\$24.00
Jacob & Marilyn Miller	Transportation	\$56.40
Tusc Co Commissioners	Cost Allocation	\$3,522.77
Derek & Savannah McCune	Transportation	\$96.00
Ashley & Robert Bunton Jr	Training	\$60.00
Frontier	Fire Lines	\$124.46
Wayne & Shanon Matsel	Training	\$60.00
Leon & Clarie Miller	Training	\$60.00

Daniel & Kaitlyn Swick	Training	\$30.00	
David & Marybeth Miller	Transportation	\$52.80	
New Pointe Church	Kinship/Summer Camps	\$350.00	
Kimble Recycling & Disposal	FACES/Dumpster	\$75.00	
Alan Bridges	Independent Living/Graduation Incentive	\$1,000.00	
Kirby Samuel	Independent Living/Car	\$4,000.00	
Luke & Megan Kneuss	IV-E Daycare	\$540.80	
Robert & Emma Troyer	FP Reimbursement	\$50.00	
Monique Bailey	FP Reimbursement	\$19.07	
The Village Network	Evaluations	\$2,000.00	
Luke & Megan Kneuss	FP Reimbursement	\$52.26	
Dr Nicholas Varrati MD	Drug Screens	\$158.00	
Georgia Barnhart	Kinship/Summer Camps	\$107.25	
Monique Bailey	Transportation	\$16.80	
Michael & April McKelvey	Training	\$110.00	
Sydney Hines	Tutoring & Daycare	\$532.63	
Elizabeth Benedetto	Independent Living/Passport	\$195.00	
Juvenile/Probate			\$88,611.94
K & M Coffee Service	Coffee	\$36.56	
Summit County Probate	Conduct Mental Hearing	\$192.00	
New Philadelphia Municipal Court			\$228.56
Ohio AMS	Drug Testing Services	\$4,384.50	
Park Department			\$4,384.50
Ream & Haager	Lab Services	\$50.00	
Owens Implement	Supplies	\$52.00	
Holmes Rental Station	Supplies	\$76.29	
Heritage Coop	Fuel	\$219.15	
Lowe's Business Account	Supplies	\$113.05	
Wild Animal Control & Home Repairs	Bat Exclusion & Repairs	\$1,000.00	
MS Consultants	Engineering Services	\$2,935.00	
Menards	Supplies	\$64.43	
Prosecutor			\$4,509.92
Ryan Styer	Meetings & Training	\$134.40	
Southern Court			\$134.40
Alcohol Monitoring	GPS/Bracelets	\$618.75	
Water & Sewer			\$618.75
American Electric Power	Service	\$215.85	
Frontier	Service	\$59.00	
Columbia Gas	Utilities	\$422.88	
Ream & Haager	Lab Services	\$2,301.00	
Columbia Gas	Utilities	\$747.83	
Ream & Haager	Lab Services	\$738.00	
Bobbie Sheetz	Reimbursement	\$460.00	
Bobbie Sheetz	Reimbursement	\$460.00	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$95.50	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$138.25	
John Deere Financial	Equipment	\$211.80	
John Deere Financial	Materials	\$75.48	
American Electric Power	Service	\$4,375.48	
American Electric Power	Service	\$1,922.15	
US Bank Equipment Finance	Copier Lease	\$166.64	

John Deere Financial	Materials	\$275.60
American Electric Power	Service	\$535.19
Ohio utility Protection Service	Manual Callouts	\$8.00
Cintas	Uniform Service	\$767.65
Kimble Recycling	Utilities	\$55.50
		\$14,031.80
	GRAND TOTAL	\$237,862.87

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, absent;


NO OTHER BUSINESS TO BRING BEFORE THE BOARD.

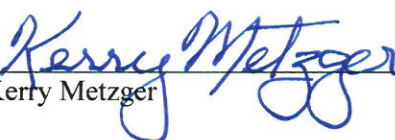
RESOLUTION (427-2022) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 2:13 p.m. to meet in Regular session Monday, the 16th day of March, 2022

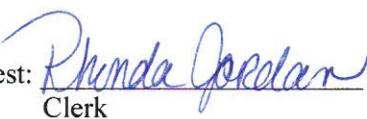
VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, absent;

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


 Kerry Metzger

Al Landis, absent

Attest: 
 Clerk