

### June 29, 2022

#### Agenda

*Lord's Prayer*  
*Pledge of Allegiance*

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (6)

Approve Transfer of Funds (2)

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel – Clerk of Courts – Title

Approve Hire – Park Department – Seasonal Worker – Shumaker

Authorize Contract – W.E. Quicksall & Assoc. Inc – Engineering Services

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 29th DAY OF JUNE, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Kerry Metzger  
Al Landis

Commissioner Chris Abbuhl presiding.

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

#### **RESOLUTION (549-2022) APPROVE MINUTES**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the June 27, 2022 meeting as written.

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

#### **RESOLUTION (550-2022) BEFORE/AFTER EXPENDITURES**

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

VENDOR	OFFICE	AMOUNT
OhioGuidestone	Community Corrections	\$550.00

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

**RESOLUTION (551-2022) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Dog Pound	B005-B10	B005-B02	\$3,000.00	Medical Treatment
Auditor's Office/Veterans Services	E-1860-U000-U05	E-1863-U000-U25	\$1,000.00	Donation was received. Veterans Services does not have dedicated fund. Donation placed in Trust Fund to avoid comingling with Co. General Fund. Needed for future expenditure of this donation.
Juvenile Court	T22-T20	T22-T17	\$550.00	Replacement of two cell phones
Common Pleas Court	E-0440-A018-A00	E-0120-A002-B30	\$1,000.00	Judgment entry 6/24/22 order payment of invoice re: competency/sanity evaluation, case no 2021 CR 02 0037
Commissioners	U40-U10	U40-U03	\$9,680.00	Masonry work and repairs to military monument in courtyard
Sheriff's Office	A018-A00	A006-A02	\$12,220.80	Needed to cover Keith Limbacher payout

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

**RESOLUTION (552-2022) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Information Technology	E-0100-A001-J04	E-0100-A001-J03	\$6,546.00	Unitrends Backup hardware is at its end of life. Budgeted \$5,200 to repair line item. This will allow for replacement
Sheriff's Office	S082-S04	S082-S05	\$1,000.00	Needed to cover costs of Motorola Adjustment to Inflation Index

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

**RESOLUTION (553-2022) INTER-FUND TRANSFER/ADVANCE**

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

Tusc. Co. Treasurer	From: Public Assistance to Public Children's Services Assoc.	\$2,464.96
Tusc. Co. treasurer	From: Co. General to Children Services	\$213,242.71

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

**RESOLUTION (554-2022) OUT OF COUNTY TRAVEL – CLERK OF COURTS -TITLE - FOUTS**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following travel request as submitted by Jeanne M. Stephen, Clerk of Courts:

**DATE:** July 18-19, 2022  
**LOCATION:** Columbus, Ohio  
**ATTENDEES:** Jodi Fouts  
**USING COUNTY VEHICLE:** Not specified  
**EXPENSE:** Approximately \$393.33  
**REASON:** Ohio Clerk of Courts Association

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

**RESOLUTION (555-2022) APPROVE HIRE - PARK DEPARTMENT - SEASONAL WORKER – SHUMAKER**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following:

WHEREAS, Nathan Shumaker has been determined by the Board of Commissioners to meet the minimum qualifications established for the classification of Park Department - Seasonal Worker.

WHEREAS, the classification is considered to be in the unclassified service, pursuant to Ohio Revised Code 124.11.

Therefore, be it resolved that Nathan Shumaker shall begin his employment as part-time Park Department Seasonal Worker effective Tuesday, July 5 in the unclassified service rate of \$12.00 per hour.

**Discussion:** Commissioner Metzger asked the Park Administrator, Jane E. Clay, if Jesse Rothacher, Park Manager, had vetted this new hire. Mrs. Clay stated he had been, and both HR employees, Park Maintenance Manager and the Park Manager were in the interviews with Nathan Shumaker.

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

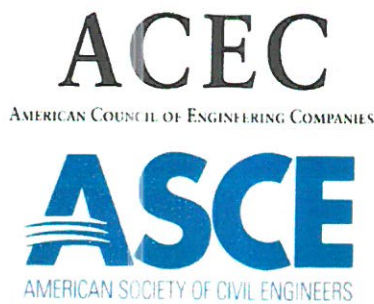
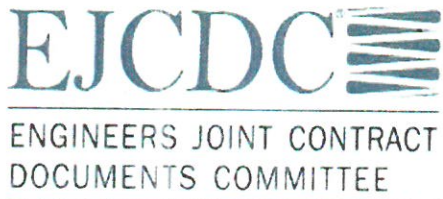
**RESOLUTION (556-2022) AUTHORIZE CONTRACT - W.E. QUICKSALL AND ASSOCIATES, INC. - ENGINEERING SERVICES - PY-2021 CD ALLOCATION BLOCK GRANT PROJECTS (GRANT #B-F-21-1CT-1, ACTIVITIES #1 & 2)**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to authorize a contract in the amount of Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750.00) with W.E. Quicksall and Associates, Inc. to provide engineering services for the Community Development Allocation Block Grant Projects (Grant #B-F-21-1CT-1, Activities #1 & 2) This Resolution also authorizes the President and/or Vice-president of the Board of Commissioners to sign all documents relating to the awarding and execution of said contract with W.E. Quicksall and Associates, Inc.

*Approved as to form by Robert Stephenson, II, Assistant Prosecuting Attorney.*

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 2021 CDBG Allocation Program Project – Activities #1 (Village of Parral Street Improvements) and Activity #2 (Village of Dennison Sidewalk Improvements) (Project). Engineer's services under this Agreement (Services) are generally identified as follows:

**Activities #1 (Village of Parral Street Improvements)** Includes pavement planning on five feet of both outsides of the road, placing one and half inches of ODOT Item #441 (Surface Course) asphalt from edge to edge (30 linear feet). The length of the project will be from the northern corporation limit to the southern corporation limit estimated at approximately 2,900 linear feet. The pavement markings will be included in the project as a line item but due to financial constraints can be non-performed if directed to Contractor by the County. All work is expected to be designed within the public right of way.

1. **Final Design** - Design services include preparing the construction documents for the entire area(s) selected by the County such as, technical specification on materials/products to be installed, a site plan of entire location of the resurfacing to be completed and standard details to complete the work. The Design services will conclude with preparation of bid documents and agreement using Engineers Joint Contract Documents Committee (EJCDC) forms. Preparation and negotiations of any easement or legal service, if required, will be considered an additional fee which will be negotiated. Our intent is to prepare construction documents using the county tax maps to show property lines and state provided GIS mapping (O-Grips) for contour lines. At this time, it is expected all work to be within public right-of-way and there is no right-of-way survey included in this agreement, however, if required, additional compensation will be negotiated. The duration of this phase is estimated to be completed within sixty (60) days from date of authorization on the agreement.
2. **Bidding and Negotiations** - Bidding services will include public advertising for bids from local contractors, issuance of technical clarifications (if any) through an addendum, assisting with opening the proposals, evaluation of the apparent low bidder and a letter of recommendation for selecting the contractor. Upon acceptance, execution of the agreement between County and Contractor will conclude the bidding phase services. The advertisement fees associated with publishing in local newspaper are the responsibility of the County. It is expected the project will be advertised for bids by January 15, 2023 and completion of bidding services upon executing the contracts between Owner and Contractor, approximately sixty (60) days after first advertisement date. Activity #1 and Activity #2 shall be bid consecutively within the same project manual at same time.
3. **Construction Administration with limited Resident Project Representative** – Construction services shall include interpreting the plans, issuing clarifications, reviewing applications for payments, verifying quantities, reviewing shop drawings, making recommendations on change order proposals and hosting a pre-construction meeting with the selected contractor and County officials. The resident project representative services shall be limited to 10 hours for observing and documentation of the progress of construction. Duration of this phase is estimated to be completed within one-hundred twenty (120) days from acceptance of the construction contracts between Owner and Contractor.



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Activity #2 (Village of Dennison Sidewalk Improvements) Includes approximately 2,388 linear feet of sidewalk replacement and approximately 185 linear feet of new sidewalks. The work consists of various locations throughout the Thornwood Park area of the Village. All work is expected be designed within the public right of way.

1. Final Design - Design services include preparing the construction documents for the entire area(s) selected by the County such as, technical specification on materials/products to be installed, a site plan of entire location of the replacement and new sidewalks to be completed and standard details to complete the work. The Design services will conclude with preparation of bid documents and agreement using Engineers Joint Contract Documents Committee (EJCDC) forms. Preparation and negotiations of any easement or legal services, if required, will be considered an additional service which will be negotiated. Our intent is to prepare construction documents using the county tax maps to show property lines and state provided GIS mapping (O-Grips) for contour lines. At this time, it is expected all work to be within public right-of-way and there is no right-of-way survey included in this agreement, however, if required, additional compensation will be negotiated. The duration of this phase is estimated to be completed within sixty (60) days from date of authorization on the agreement.
2. Bidding and Negotiations - Bidding services will include public advertising for bids for contractors, issuance of technical clarifications (if any) through an addendum, assisting with opening the proposals, evaluation of the apparent low bidder and a letter of recommendation for selecting the contractor. Upon acceptance, execution of the agreement between County and Contractor will conclude the bidding phase services. The advertisement fees associated with publishing in the local newspaper are the responsibility of the County. It is expected the project will be advertised for bids by January 15, 2023 and completion of bidding services upon executing the contracts between Owner and Contractor, approximately sixty (60) days after first advertisement date. Activity #1 and Activity #2 shall be bid consecutively within the same project manual at same time.
3. Construction Administration with limited Resident Project Representative – Construction services shall include interpreting the plans, issuing clarifications, reviewing applications for payments, verifying quantities, reviewing shop drawings, making recommendations on change order proposals and hosting a pre-construction meeting with the selected contractor and County officials. The resident project representative services shall be limited to 15 hours per activity for observing and documentation of the progress of construction. Duration of this phase is estimated to be completed within one-hundred twenty (120) days from acceptance of the construction contracts between Owner and Contractor.

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 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: **July 15, 2023**.
  - 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 1.05.
  - E. Basis of Payment



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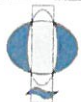


1. Owner shall pay Engineer for Basic Services as detailed in Exhibit J of this agreement.
2. Additional Services: For Additional Services, Owner and Engineer shall negotiate the scope, fee, and basis of payment of the additional services based on the conditions of each circumstance for which a modification 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, 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:



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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.
- 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**), 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 July 15, 2022.

Owner:  
Tuscarawas County Commissioners

By: *Chris Abbuhl*  
Name: Chris Abbuhl  
Title: Commissioner  
Date: 6/29/2022

By: *Al Landis*  
Name: Al Landis  
Title: Commissioner  
Date: 6/29/2022

By: *Kerry Metzger*  
Name: Kerry Metzger  
Title: Commissioner  
Date: 6/29/2022

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

Designated Representative:  
Name: Scott Reynolds  
(typed or printed)

Title: Director - Office of Community & Economic Development  
(typed or printed)

Address:  
125 East High Avenue, Room #212  
New Philadelphia, Ohio 44663

Phone: (330) 365-3230  
Email: Reynolds@co.tuscarawas.oh.us

**Attorney Concurrence**

By (signature): *[Signature]*  
Name: Robert Stevenson  
Title: Legal Counsel for Commissioners  
Date: \_\_\_\_\_

Engineer:  
W.E. Quicksall and Associates, Inc.

By: *Donald R. Quicksall*  
Date: June 27, 2022

Name: Donald R. Quicksall, P.E.

Title: President

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)

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**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES  
 COMPENSATION PACKET BC-6: BASIC SERVICES—LUMP SUM**

**ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01:

- 1.01 Compensation for Basic Services (other than Resident Project Representative)— Lump Sum Method of Payment
- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:
    - 1. A Lump Sum amount of **\$48,750.00** based on the following estimated distribution of compensation:
 

a. Activity #1 – Village of Parral	<u>\$24,100.00</u>
b. Activity #2 – Village of Dennison	<u>\$24,650.00</u>
c. Total:	<u>\$48,750.00</u>
    - 2. 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.
    - 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
    - 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**
    - 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
  - B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **12** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.  
 Compensation Packet BC-1: Basic Services—Lump Sum.  
 Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.  
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**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Al Landis, yes;

**RESOLUTION (557-2022) PAY BILLS**

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

**Meeting Date 06/29/2022**

<b>Auditor</b>		
Office Depot	Supplies	\$86.25
Quill Corp	Supplies	\$194.99
		<b>\$281.24</b>
<b>Clerk of Courts</b>		
AT & T	Service	\$94.20
Frontier	Service	\$53.80
		<b>\$148.00</b>
<b>Commissioners</b>		
Miller's Clothing	Uniforms	\$409.48
G & L Supply	Supplies	\$1,128.40
US Bank Equipment Finance	Copier Lease	\$118.45

Dominion Energy	Service	\$765.35	
Dominion Energy	Service	\$207.46	
Dominion Energy	Service	\$216.05	
American Electric Power	Service	\$344.12	
Frontier	Service	\$221.70	
ODP Solutions	Supplies	\$15.18	
			\$3,426.19
<b>Community &amp; Economic Development</b>			
Mounty Corrick Construction	CHIP Home Repair/S-C-21-1CT-1	\$19,075.00	
Ohio Regional Development Corp	CHIP Soft Costs/S-C-21-1CT-1	\$4,197.00	
			\$23,272.00
<b>Community Corrections</b>			
Ohio AMS	Electronic Monitoring & Drug Testing	\$16,795.50	
			\$16,795.50
<b>County Building Improvement Fund</b>			
Treasurer Tusc Co	Dome Bond Principal Payment	\$12,329.94	
Treasurer Tusc Co	Dome Bond Interest Payment	\$14,759.61	
			\$27,089.55
<b>Dog Pound</b>			
Damon Products	Supplies	\$187.48	
Miller's Clothing	Warden Uniforms	\$797.55	
			\$985.03
<b>Emergency Management</b>			
Staples Credit Plan	Supplies	\$43.04	
US Bank Equipment Finance	Copier Lease	\$98.59	
HazTech Systems	HazCat Pro Kit	\$6,950.00	
Graphic Enterprises	Copier Maintenance	\$39.81	
			\$7,131.44
<b>Engineer</b>			
Southeastern Equipment	Repairs/Parts	\$505.29	
GIS Cartography & Publishing	County Road Maps	\$9,300.00	
John Wackerly Inspection LLC	Bridge Inspection	\$6,440.00	
Flynn's Tire & Auto	Tires & Repairs	\$441.74	
Asphalt Materials	Mat'l per bid	\$112,901.10	
RJ Wright & Sons	Repairs/Parts	\$757.18	
Summers Rubber	Repairs/Parts	\$57.38	
Young Truck Sales	Repairs/Parts	\$38.00	
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	\$116.00	
Fastenal	Bridge & Culvert Supplies	\$105.17	
Ace Truck Equipment	Repairs & Parts	\$325.22	
Yoder Small Engines	Repairs/Parts	\$108.47	
Snyder Brothers	Repairs/Parts	\$236.80	
Galicks	Bridge & Culvert Supplies	\$144.00	
Dominion Energy	Gas Service	\$228.40	
Newton Asphalt	Material per bid	\$40,359.46	
			\$172,064.21
<b>Human Resources</b>			
MNJ Technologies	Color Printer	\$387.00	
			\$387.00
<b>Job &amp; Family Services</b>			
Monique Bailey et al	AA & SAMS	\$18,906.75	
Cheryl McMasters et al	COVID PRC/Back to School Voucher	\$17,200.00	
Ashley & Robert Bunton Jr	Transportation	\$105.60	
			\$36,212.35
<b>Veterans</b>			
Hog Heaven Catering	Veterans Picnic Food	\$1,960.00	

Miller's Creamery Wholesale	Veterans Picnic Ice Cream	\$1,045.95	
RTY Inc	Veterans Picnic Ride Rental	\$350.00	
Consolidated Stitches	Shirt & Embroidery	\$34.50	
American Legion Carr Bailey Post	Memorial Day Expenses	\$383.00	
Crystal Springs Water	Office Water	\$18.00	
			\$3,791.45
<b>Water &amp; Sewer</b>			
SmartBill	Customer Billing	\$2,133.71	
Hawkins Water Treatment	Materials	\$10.00	
Stony Point Supply	Materials	\$117.60	
Core & Main	Materials	\$690.54	
Core & Main	Materials	\$5,562.92	
Core & Main	Materials	\$1,584.22	
Hawkins Water Treatment	Materials	\$50.00	
USP Sign & Graphic	Equipment	\$119.00	
American Electric Power	Service	\$943.78	
Hydraflo Inc	Materials	\$452.33	
Chaltron Systems	Annual Calibration Services	\$2,800.00	
Frontier	Service	\$65.79	
American Electric Power	Service	\$92.26	
Chaltron Systems	Onsite Calibration Services	\$2,800.00	
Frontier	Service	\$53.93	
J Gorman Plumbing	Annual Testing	\$170.00	
J Gorman Plumbing	Annual Testing	\$595.00	
American Electric Power	Service	\$1,253.90	
Copley Ohio Newspapers	Legal Ad	\$94.15	
			\$19,589.13
	<b>GRAND TOTAL</b>		<b>\$311,173.09</b>

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

**OTHER BUSINESS:**

**MCJAS:** Commissioner Landis thanked Commissioner Metzger for working so diligently and closely with Judge Wilgus on the Multi-County Juvenile Attention System (MCJAS) transition. Commissioner Metzger took the lead from the Commissioner's Office and a lot of work went into this very difficult decision. He also spearheaded the MCJAS meeting, did a very professional job and needs to be recognized for being the frontrunner for the Commissioners.

Mr. Metzger stated there is a lot of work left to do. The next phase is negotiations on the withdraw. This will be done as quickly as possible so MCCJAS can put together their budget for 2023 without Tuscarawas County's participation. Commissioner Metzger has worked with MCJAS for many years and times change, circumstances change and we have to look out for the best interest of Tuscarawas County. Commissioner Metzger commended Judge Wilgus for coming in with a different Judicial philosophy, he was open-minded, did a lot of background work and came up with his recommendation for what he felt was best for the future. Commissioner Metzger thanked Commissioners Landis and Abbuhl for their kind words.

Commissioner Abbuhl stated over the years, Commissioner Metzger has taken on the task of working on the finances and budgets, and was the one out front doing what he could to make MCJAS all that it could be. Commissioner Abbuhl also stated that sometimes when a job is done well, it needs to be memorialized into the minutes instead of just behind the scenes. Mr. Abbuhl also thanked Judge Wilgus for all of his work on this project as well.

**Mayor's Association Meeting:** Commissioner Abbuhl added that he attended the Mayor's Meeting on Tuesday evening and spoke about ARPA funds, broadband, broadband accelerator, the funding sources coming from the state for the \$500 million for the 32 Appalachia Counties and a variety of other topics were covered. It is good to see this group meeting together because your county and state are only as strong as all of the political subdivisions within it. Successful municipalities and townships strengthen the county as a whole. When you have municipalities discussing ways to enhance one another, working



together in a cohesive way, it benefits all of Tuscarawas County. It was a good meeting; the Mayor's association is an excellent example of working together for the betterment of the county.

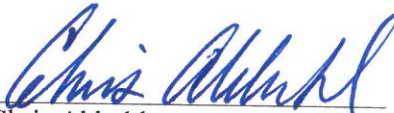
**Courthouse Square:** Commissioner Landis asked Commissioner Abbuhl to update everyone on what is happening on the Courthouse Square in preparation for First Town Days and 4<sup>th</sup> of July. Commissioner Abbuhl stated there has been a lot of work done planting flowers, mulching, laying new sod, some areas were re-seeded as well, there are new picnic tables, plants in decorative cement pots which adds some color to the courtyard. The framework was there and now the detail work is being added. There has been a lot of work done outside and internally to have the County Seat looking its best for the people of Tuscarawas County. The maintenance staff has done a fantastic job, when the stairwell had to be repaired, and work was done, there was no visible sign that there had been damage in that area because of the quality of workmanship. Mr. Landis stated Courthouse Square is the "Crown Jewel" of Tuscarawas County and a beacon in downtown New Philadelphia.

**RESOLUTION (558-2022) ADJOURN**


It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 1:19 p.m. to meet in Regular session Wednesday, the 6th day of July, 2022

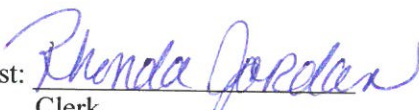
**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Al Landis, yes;

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

  
 Kerry Metzger

  
 Al Landis

Attest:   
 Clerk