

February 29, 2016

Agenda

Pledge of Allegiance

1:15 TuscBDD March 2016 Developmental Disabilities Month

Approve Minutes

Supplemental Appropriations

Before/After Expenditures

Travel – Economic Development

Amend Contract – W.E. Quicksall & Associates CDBG

Agreement Water & Sewer – Pro-Tech Systems Group - Port Main Pump Station

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY THE 29th DAY OF FEBRUARY, 2016, WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Chris Abbuhl
Belle Everett

Commissioner Metzger presiding.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

RESOLUTION (186-2016) APPROVE MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the minutes of the last meeting as written.

VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, yes;

RESOLUTION (187-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor-GIS	J00-J25	J00-J18	\$2,000.00	Equipment

VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, yes;

RESOLUTION (188-2016) BEFORE & AFTER EXPENDITURES

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

Provantage (OCED)	226.78
Provantage (OCED)	231.94
Comdoc (Co. Court)	314.92
Matthew Bender & Co (Law Library)	649.20
Occupational Medicine (Juvenile/Probate)	136.00
B.A. Widder (Commissioners)	122.00

VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, yes;

RESOLUTION (189-2016) TRAVEL – OCED

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following travel request:

DATE: 04/08/16
TITLE: PY 2016 CDBG ALLOCATION GRANT APPLICATION TRAINING
LOCATION: COLUMBUS, OHIO
ATTENDING: KIMBERLY BEANS
ANTICIPATED EXPENSE: Mileage of approximately 244 miles (.46) round trip and meals at \$15.00=\$230.00

VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, yes;

RESOLUTION (190-2016) AUTHORIZE AMENDMENT OF CONTACT-W.E. QUICKSALL & ASSOCIATES, INC. - CDBG (GRANT #B-F-14-1CT-1, ACTIVITY #4)

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to authorize an amendment of contract in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) with W. E. Quicksall & Associates, Inc. for Engineering Services to re-bid the Block Grant Project (Grant #B-F-14-1CT-1, Activity #4). 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 & Associates, Inc.

VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, yes;

Discussion: Scott Reynolds, Director Office of Community & Economic Development explained the need to amend the contract with W.E. Quicksall & Associates, Inc. Both the Mineral City and Midvale projects were bid at the same time. The Midvale project was under the Engineer’s estimate and the Mineral City exceeded the awardable amount. The Midvale project is complete and available funds are remaining, therefore the Mineral City project will be re-bid in May 2016. Commissioner Abbuhl asked how long are the 2014 funding available. Mr. Reynolds explained an additional 8 months has already been given and the duration of the project is approximately 2 weeks so there should not be a problem.

RESOLUTION (191-2016) AGREEMENT WATER & SEWER-PRO TECH SYSTEMS GROUP-PORT MAIN PUMP STATION

It was move by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following Agreement:

TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT
WATER AND SEWER DEPARTMENT

SANITARY ENGINEER
Michael Jones, P.E.
SUPERINTENDENT
Justin Angel

COMMISSIONERS
Chris Abbuhl
Belle Everett
Kerry Metzger

February 23, 2016

To: Board of Commissioners

From: Mike Jones

Re: Port Main Pump Station Renovation, Phase 1 – Electrical Improvements

I am respectfully requesting approval of the enclosed Agreement between the Board of Commissioners and Pro-Tech Systems Group for improvements to the Port Main Pump Station. The Port Main Pump Station is a critical infrastructure element in the Port Washington Sewer Collection System. This station pumps all sewage discharge from the Village of Port Washington to the Village of Newcomerstown. The Village is responsible for treatment of the discharge at their municipal treatment plant. The project consists of the following:

- Installation of complete electrical controls in accordance with the electrical drawings
- The contractor is responsible for obtaining an electrical permit, installation of a new service pole, concrete base, lighting pole, transfer switch, meter base, generator plug and all necessary material (i.e. wire and conduit)
- Lift station pump control panel
- Terminal boxes
- Relocate existing flow meter panel
- New submersible pressure transducer
- New backup float switches
- Installation of a new telemetry panel
- Labor and technical services for start up of the new controls

The cost of the project is \$47,780.00 and will be paid using local funds (PO #87222). Upon the Board's approval, the project will be scheduled to begin March 15, 2016, and the contractor will have up to 120 days to complete all components of the project.

Upon approval of the Agreement, please have Commissioner Metzger sign where indicated. Maria will also need to sign where noted. Once everyone has signed, please return the Agreement to me so I can return a copy to the Contractor.

If you have any questions or need any additional information, please let me know. Thank you.

We are an equal opportunity provider and employer

9944 Wilkshire Boulevard NE • Bolivar, Ohio 44612 • (330) 874-3262 • Fax (330) 874-4203

Tuscarawas County Metropolitan Sewer District (TCMSD)

Agreement between Owner and Contractor

(Use when contract value is less than \$50,000)

(PO #87222)

Agreement entered into the _____ day of _____ in the year _____.

BETWEEN the Owner: Board of Commissioners, Tuscarawas County, Ohio
125 East High Avenue
New Philadelphia, Ohio 44663

and the Contractor: Pro-Tech Systems Group
123 E. Waterloo Rd.
Akron, Ohio 44319

The Engineer: Michael Jones, P.E., Sanitary Engineer
Tuscarawas County Metropolitan Sewer District
9944 Wilkshire Boulevard NE
Bolivar, Ohio 44612

TCMSD Project No: 2015-002

For the following Project: Port Main Pump Station Renovation, Phase 1 – Electrical Improvements

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1. The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1.1.1. This Agreement signed by the Owner and Contractor;

1.1.2. The drawings and specifications prepared by the Engineer and enumerated as follows:

1.1.2.1. Drawings:

Number	Title	Date
E-100	Site Electrical Plans and Details	10/6/15
E-101	Details	10/6/15
E-102	Details	10/6/15

1.1.2.2. Specifications:

Section	Title	Pages
N/A	Scope of Services	2

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- 1.1.2.3. Addenda prepared by the Engineer as follows: N/A
- 1.1.2.4. Written orders for changes in the Work issued after execution of this Agreement; and
- 1.1.2.5. Other documents, if any, identified as follows:
 - 1.1.2.5.1. Arc Flash Report, August 2015, MJK Electrical Engineering, LLC
 - 1.1.2.5.2. Contractor's Prevailing Wage Requirements
 - 1.1.2.5.3. Prevailing Wage Determination Letter
 - 1.1.2.5.4. Prevailing Wage Rate Schedules
 - 1.1.2.5.5. Affidavit of Compliance (to be submitted along with request for final payment)

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1. The number of calendar days available to the Contractor to substantially complete the Work is in the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work no later than ~~90 days~~ ^{March 15, 2016} 120 days from the date of commencement, subject to adjustment as provided in Article 11.

ARTICLE 3 CONTRACT SUM

- 3.1. Subject to additions and deductions in accordance with Article 11, the Contract Sum is: \$47,870.00
- 3.2. Unit Prices, if any, are as follows: N/A
- 3.3. Allowances included in the Contract Sum, if any, are as follows: N/A
- 3.4. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: N/A
- 3.5. The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

- 4.1. Based on Contractor's Applications for Payment certified by the Engineer, the Owner shall pay the Contractor in accordance with Article 13 as follows:

The Contractor may invoice up to 20% of the Contract Price, excluding allowances, upon submission of complete submittals and shop drawings for project elements.

The Contractor may invoice up to 92% of the Contract Price on multiple invoices for completion of all work excluding start-up services, punch list completion and project close out documentation.

Final payment will be issued upon satisfactory completion of project start-up, punch list completion and Owner's receipt of required close out documents (to include Certified Payroll and Affidavit of Compliance with Prevailing Wages as applicable).
- 4.2. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 5 INSURANCE REQUIREMENTS

- 5.1. The Contractor shall provide certificates that name the Owner as certificate holder and as additional insured for general liability and automobile liability coverage. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be cancelled or materially change unless at least ten (10) days' prior written notice by registered letter has been given to the Owner. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor. The Contractor is responsible for the existence, extent and adequacy of insurance prior to signing this Contract.
- 5.2. The Contractor shall procure and maintain insurance for the duration of this Project and, if written on a claims-made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Ohio statute of repose. The Contractor shall ensure that all Subcontractors the Contractor engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. The insurance coverage provided by the Contractor will be primary coverage. All required insurance coverage shall be placed with carriers authorized to conduct business in the State of Ohio.
- 5.3. The Contractor shall provide Contractor's general liability and other insurance as follows:

Type of Insurance	Limit of Liability (\$0.00)
Commercial General Liability	\$2,000,000.00
Automobile Liability	\$2,000,000.00
- 5.4. The failure to maintain valid insurance coverage shall be considered a substantial breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

ARTICLE 6 OHIO WORKERS' COMPENSATION COVERAGE

- 6.1. The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.
- 6.2. The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.
- 6.3. The failure to maintain valid workers' compensation coverage shall be considered a substantial breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

ARTICLE 7 GENERAL PROVISIONS

7.1. The Contract

- 7.1.1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 11.

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7.2. The Work

7.2.1. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

7.3. Intent

7.3.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 8 OWNER

8.1. Owner's Responsibilities

8.1.1. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

8.2. Owner's Right to Stop Work

8.2.1. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

8.3. Owner's Right to Carry Out the Work

8.3.1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after a written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

8.4. Owner's Right to Perform Construction and to Award Separate Contracts

8.4.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

8.4.2. The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

8.4.3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 9 CONTRACTOR

9.1. Review of Contract Documents and Field Conditions by the Contractor

9.1.1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

9.1.2. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Engineer.

9.2. Contractor's Construction Schedule

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- 9.2.1. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work.
- 9.3. Supervision and Construction Procedures**
- 9.3.1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
- 9.3.2. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Engineer the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Engineer have made a timely and reasonable objection.
- 9.4. Labor and Materials**
- 9.4.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- 9.4.2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 9.5. Warranty**
- 9.5.1. The Contractor warrants to the Owner and the Engineer that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
- 9.6. Taxes**
- 9.6.1. The Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.
- 9.6.1.1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
- 9.6.1.2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased or leased by Contractor, or to supplies or materials not incorporated into the Work.
- 9.7. Permits, Fees and Notices**
- 9.7.1. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution of the Work.
- 9.7.2. The Contractor shall comply with giving notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Engineer in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.
- 9.8. Submittals**

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9.8.1. The Contractor shall promptly review, approve in writing and submit to the Engineer Shop Drawings, Product Data, Samples, and other similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

9.9. Use of Site

9.9.1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

9.10. Cutting and Patching

9.10.1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

9.11. Cleaning Up

9.11.1. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials off-site.

9.12. Indemnification

9.12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's agents and employees from and against claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

9.12.2. The Contractor shall notify the Owner promptly of all claims arising out of the performance of Work under this Contract by the Contractor, its employees or agents, officers or subcontractors.

9.12.3. This indemnity provision shall survive the termination of the Contract, completion of the Project, or the expiration of the term of the Contract.

ARTICLE 10 ENGINEER

10.1. The Engineer will provide administration of the Contract as described in the Contract Documents. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

10.2. The Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

10.3. The Engineer will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

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- 10.4. Based on the Engineer's observations and evaluations of the Contractor's Application for Payment, the Engineer will review and certify the amounts due the Contractor.
- 10.5. The Engineer has the authority to reject Work that does not conform to the Contract Documents.
- 10.6. The Engineer will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and design concept expressed in the Contract Documents.
- 10.7. The Engineer will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.
- 10.8. Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- 10.9. The Engineer's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Engineer. Consent shall not be unreasonably withheld.

ARTICLE 11 CHANGES IN THE WORK

- 11.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.
- 11.2. The Engineer will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.
- 11.3. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 12 TIME

- 12.1. Time limits stated in the Contract Documents are of the essence of the Contract.
- 12.2. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delays in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 13 PAYMENTS AND COMPLETION**13.1. Contract Sum**

- 13.1.1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

13.2. Applications for Payment

- 13.2.1. At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data

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substantiating the Contractor's right to payment as the Owner or Engineer may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off site at a location agreed upon in writing.

- 13.2.2. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

13.3. Certificates for Payment

- 13.3.1. The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part.

13.4. Progress Payments

- 13.4.1. After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.
- 13.4.2. The Contractor shall promptly pay each subcontractor and supplier upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- 13.4.3. Neither the Owner nor the Engineer shall have responsibility for payments to a subcontractor or supplier.
- 13.4.4. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of a Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

13.5. Substantial Completion

- 13.5.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- 13.5.2. When the Work or designated portion thereof is substantially complete, the Engineer will make an inspection to determine whether the Work is substantially complete. When the Engineer determines that the Work is substantially complete the Engineer shall prepare a Certificate of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of the Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

13.6. Final Completion and Final Payment

- 13.6.1. Upon receipt of a final Application for Payment, the Engineer will inspect the Work. When the Engineer finds the Work acceptable and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment.

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13.6.2. Final payment shall not become due until the Contractor submits to the Engineer releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

13.6.3. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

14.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work, the Work and materials and equipment shall be incorporated therein, and other property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 15 CORRECTION OF WORK

15.1. The Contractor shall promptly correct Work rejected by the Engineer as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

15.2. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

15.3. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1. Assignment of Contract

16.1.1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

16.2. Tests and Inspections

16.2.1. At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, codes, ordinances, rules, and regulations, or lawful orders of public authorities.

16.2.2. If the Engineer requires additional testing, the Contractor shall perform those tests.

16.2.3. The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

16.3. Governing Law

16.3.1. The Contract shall be governed by the jurisdiction and law of Tuscarawas County, Ohio.

16.4. Prevailing Wages

16.4.1. All Work performed by Pro-Tech Systems Group electrical subcontractors shall be required to comply with the state prevailing wage rates on Public Improvements in Tuscarawas County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614-644-2239.

16.4.2. Systems integration Work performed by Pro-Tech Systems Group is considered Professional Services and is exempt from prevailing wages.

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- 16.4.3. The Contractor is responsible for posting a Prevailing Wage Rate Schedule on the Work site where it is accessible to all employees.
- 16.4.4. The Contractor shall supply the Engineer with a list of all subcontractors including the name, address and telephone number for each.
- 16.4.5. Affidavit of Compliance prior to issuance of final payment
- 16.4.6. The Contractor shall submit to the Engineer, certified payrolls within two (2) weeks after the initial pay period.
- 16.4.7. Prior to final payment, the Contractor shall submit to the Engineer a Final Affidavit of Compliance with prevailing wage requirements.

ARTICLE 17 TERMINATION OF THE CONTRACT

17.1. Termination by Contractor

- 17.1.1. If the Engineer fails to certify payment as provided in Section 13.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payments as provided in Section 13.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

17.2. Termination by the Owner for Cause

- 17.2.1. The Owner may terminate the Contractor if the Contractor
 - 17.2.1.1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 17.2.1.2. fails to make payments to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - 17.2.1.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority have jurisdiction; or
 - 17.2.1.4. is otherwise guilty of substantial breach of a provision of the Contract Documents.
- 17.2.2. When any of the above reasons exist, the Owner, after consultation with the Engineer, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may
 - 17.2.2.1. take possession of the site and of all materials thereon owned by the Contractor, and
 - 17.2.2.2. finish the Work by whatever reasonable method the Owner may deem expedient.
- 17.2.3. When the Owner terminates the Contract for one of the reasons stated in Section 17.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 17.2.4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Project #2015-002

Port Main Pump Station Renovation
Phase 1 – Electrical Improvements

17.3. Termination by the Owner for Convenience

17.3.1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, along with reasonable overhead and profit on the Work not executed.

ARTICLE 18 OTHER TERMS AND CONDITIONS

18.1. N/A

ARTICLE 19 DISPUTE RESOLUTION

19.1. Mediation

19.1.1. In the event of a dispute between parties which arises under this Contract and the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.

19.1.2. Either party may file suit before or during mediation if the party in good faith deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

19.1.3. The cost of mediation, including the mediator's fees shall be borne equally by the parties to the mediation.

19.2. Arbitration

19.2.1. If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three (3) arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by arbitrators selected by the parties. The arbitration shall be conducted in accordance with the American Arbitration Association.

19.2.2. The decision of the arbitrators shall be final and binding upon all parties.

19.2.3. The cost of arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

Project #2015-002

Port Main Pump Station Renovation
Phase 1 – Electrical Improvements

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

AUDITOR'S CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which this Agreement is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund fee from any previous encumbrances.

Signature

Larry Lindberg
County Auditor



SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

PRO-TECH SYSTEMS GROUP

TUSCARAWAS COUNTY COMMISSIONERS

Signature *Tommy Genger*
CHIEF OPERATING OFFICER

Signature _____ *Date*
Kerry Metzger
President, Board of County Commissioners



Attest: _____
Signature _____ *Date*
CHRIS VIAK
SALES AND ESTIMATING

Attest: _____
Signature _____ *Date*
Maria Lautenschleger, Clerk

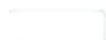


SPECIAL COUNSEL FOR TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT
Approved as to Form

Signature _____ *Date*
D. Brad Zimmerman, Special Counsel *2-23-2016*

END OF DOCUMENT

VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, yes;



RESOLUTION (192-2016) PAYMENT OF BILLS

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve for payment the following bills.

911

Guernsey Muskingum Electric	Tower Electric	340.82
American Electric Power	Tower Electric	243.76
Frontier	Wireless Tariff	544.32
Frontier	Service	222.05
Frontier Power Co	Tower Electric	524.69

Clerk of Courts

Frontier	Service	50.55
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Commissioners

Go Shred	Shredding Services	150.00
Times Reporter	R & B Advertising	94.55
Staples Credit Plan	HP Officejet Pro 6230 eprinter	69.99
Lehigh Endsley Insurance	Bonds	100.00
American Electric Power	Electric/Veterans	449.95
G & L Supply	Supplies	4.73
Kerry Metzger	Travel	185.19
Winfield Power Equipment	Services/Plow Truck	613.64

Common Pleas

MR Development	Website Upgrade	10,500.00
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Community & Economic Development

Times Reporter	Advertising/Block Grant Projects	2.79
Times Reporter	Advertising/Block Grant Projects	662.16

Community Corrections

Maxwell Rentals	Housing Assistance	600.00
First Communications	Long Distance	15.18
Staples	Equipment	499.98

Job & Family Services

Andrew & Kelli Miller	FC Clothing Reimb	28.68
Frontier	Service	629.44
Sherwin Williams	Paint	101.32
US Postal Service	Postage by Phone	2,500.00
Tammy S Adams/T & T First Aid	First Aid Supplies	11.90
New Philadelphia Ace Hardware	Handheld Blower	138.10
Ziegler Tire	Car Maintenance	135.92
Samantha Smith	Incentive Payment to Stay to Graduate	100.00
John Reed	FACES/Bunk Beds	480.00
TMK Valley Propane	Kinship/Propane	440.42
Guidestone	FACES/Parent Mentoring	145.32
Dr Nicholas Varrati MD	Drug Screens	120.00
Makaya Sherrell	Diversion	127.00
Thad Polka	Diversion	473.00

Human Resources

Tuscora SHRM	Registration	15.00
Kris Lowdermilk	Travel	43.24

Public Defender

Tusc Co Bar Assoc	Dues	82.50
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Sheriff

Interstate Fire & Security Systems	Annual Inspection/Alarm Testing	458.15
Ohio Dept of Mental Health	Inmate Medical Treatment	8,032.72
Union Hospital	Inmate Medical Treatment	472.48
American Electric Power	Electric	46.01
First Communications	Long Distance	15.99
G & L Supply	Supplies	821.98
Helbling's Supply	Supplies	22.60

Rebecca Devore	Clothing Allowance Reimb	200.00
Fenton Brothers	Supplies	150.00
Frontier	Service	2,117.61
Radiology Associates of Canton	Inmate Medical Treatment	104.37

Veterans

Advance Auto Parts	Supplies	21.00
Society for Equal Access	Transportation	1,230.00
Cardinal Fleet Service	Cleaning of County Van	40.00
Job & Family Services	Billable Services & Supplies	118.03
The Pearl Coffee Co	Coffee for Veterans	104.00

Water & Sewer

American Electric Power	Electric	82.00
Verizon	Wireless Phone Service	269.77
Downtown Ford	Service Truck	24.41
Cintas	Uniform Rental	363.42
Tusc Co Commissioners	Building Payment	3,076.25
WEF Webcasts	Membership Renewal	270.00

VOTE: Kerry Metzger, yes
Chris Abbuhl, yes;
Belle Everett, yes;

Other Business: Commissioner Metzger discussed extending the application deadline for the Apiary position to March 6, 2016 to receive additional applications.

RESOLUTION (193-2016) EXTEND DEADLINE APIARY APPLICATIONS

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to extend the deadline for Apiary applications to March 6, 2016.

VOTE: Kerry Metzger, yes
Chris Abbuhl, yes;
Belle Everett, yes;

APPOINTMENT: Present from the Tuscarawas County Board of Developmental Disabilities to discuss Developmental Disabilities Month March 2016 were Interim Superintendent, Kellie Brown, Community Relations/Special Projects Coordinator, Nate Kamban, Chris Sapp, Community Connections Specialist and Steve Simpson, Consumer. Mr. Kamban began the discussion by introducing Mr. Simpson. Mr. Simpson has served at the workshop for many years and is enjoying the new programs being offered. He currently participates in the Silver Sneakers program at the Tuscarawas County YMCA and is seeing positive health changes. Mr. Kamban shared a flyer “What’s Your Story” which details the special events planned for the March. Ms. Sapp explained her role as Community Connections Specialist and how she serves as a liaison between Starlight School, social service agencies and families. She is also a good life trainer for the consumers where the emphasis is on how they can make connections with others, deal with trust fear and anxiety issues to create a positive culture.

RESOLUTION (194-2016) DECLARE MARCH 2016 DEVELOPMENTAL DISABILITIES MONTH

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl to proclaim the following:

**2016 Developmental Disabilities Awareness Month
PROCLAMATION**

Whereas: Individuals with developmental disabilities, their families, friends, neighbors and co-workers encourage everyone to focus on the abilities of all people;

And,

Whereas: the most effective way to increase this awareness is through everyone’s active participation in community activities and the openness to learn and acknowledge each individual’s contribution;

And,

Whereas: opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community;

And,

Whereas: we encourage all citizens to support opportunities for individuals with developmental disabilities in our community that include full access to education, housing, employment, and recreational activities;

And,

Furthermore: we urge all citizens to take time to get to know someone with a disability and ask ‘What’s Your Story?’ Every person’s story holds a promise to educate and inspire others. Now, therefore, we, the Tuscarawas County Commissioners, do hereby proclaim March 2016 as Developmental Disabilities Awareness Month and recognize that our communities are stronger when everyone participates.

VOTE: Kerry Metzger, yes
Chris Abbuhl, yes;
Belle Everett, yes;



March is Developmental Disabilities Awareness Month!

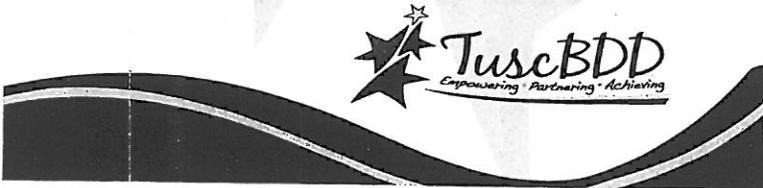
We are ready to celebrate Developmental Disabilities Awareness Month at TuscBDD! The theme this year is "What's your story?". At TuscBDD, we believe that everyone regardless of their disability has a compelling story to share with the community! We have several activities planned and we invite you to join in the fun!

Friday, March 11 from 11:30 to 1:30 - Talent Show at TuscBDD (SSC)
TuscBDD will be hosting a talent show for individuals served by TuscBDD and local provider agencies. If you would like to attend or participate, please contact Nate Kamban by March 4th (nkamban@tuscdbdd.org or 330-339-9573).

Wednesday, March 16 at 10:00 am - Sensory-Friendly Film at the Quaker Cinema
TuscBDD will be hosting a sensory-friendly showing of the Pixar film "Inside Out". Join us for this free movie! Please contact Nate Kamban to reserve seats.

Wednesday, March 23 at 7:45 am - Community Partners' Breakfast at the Tuscora Park Pavilion
Interested in learning more about the services and supports for persons with developmental disabilities in Tusc. County? Interested in becoming a community partner to provide volunteer or employment opportunities? If so, join us for this free breakfast at Tuscora Park! Please RSVP to Nate Kamban.

Wednesday, March 30 at 6:00 pm - Staff vs Rockets Basketball Game at Central Catholic
Come watch as the Tusc. County Rockets take on staff from TuscBDD at our first ever Rockets vs. staff basketball game. All attendees are asked to bring a canned good to donate to the Harvest for Hunger food drive benefiting local food pantries!



Other Business: Commissioner Everett wanted to extend an invitation to the Mud Run Benefit Fish Fry on Friday March 19, 2016 at the Tuscarawas VFW Post from 4-7 pm.

NO FURTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (195-2016) ADJOURN

It was moved by Commissioner Abbuhl , seconded by Commissioner Everett, to adjourn at 1:26 p.m. to meet in Regular Session, Thursday, the 25th day of February, 2016.

VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, 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.

Kerry Metzger

Chris Abbuhl

Belle Everett

Attest: Maria Lautenschlager
Clerk of the Board