



City of Norton BOARD OF CONTROL AGENDA

FOR: MONDAY, AUGUST 20, 2018

TIME: 6:45pm Council Chambers

CONSIDERATION OF PREVIOUS BOARD OF CONTROL MINUTES

Monday, June 18, 2018

NEW BUSINESS:

1. The chief needs to replace heart monitors with new ones. You can see from his July 16th email to me that he has struck an excellent deal with Stryker. The total cost after receiving trade-in's amounts to \$107,500.71. Stryker has offered five year financing interest free and we don't have to make any payments for this equipment until 2019 which gives me time to budget for the first payment in the 2019 budget. The only thing necessary is to get BOC and Council approval so the contract can be signed ASAP. Stryker will then ship the new monitors to the chief.
2. The second item is the fourth of five years budgeted for 7 turn out gear replacements. You may recall that we have budgeted for turn out gear replacements over five years so the Fire Department didn't have to absorb the entire expense in one year. We have one more year to complete the final purchase of 7 more outfits (that will be budgeted for in the 2019 budget) and then there will be a year or two reprieve before the replacement process will begin again. The cost this year for this turn out gear is \$17,395. This has been budgeted for in the 2018 fire department capital budget it only needs BOC and Council approval.
3. Enter into a contract with Glaus, Pyle, Schomer, Burns & DeHaven for municipal engineering services to serve at the City Engineer for the period of September 1, 2018, to December 31, 2020 for a contract amount not to exceed \$50,000 annually and for a total contract amount of \$120,000 for the term of the contract.

cc: Mayor
Administrative Officer
Director of Finance
President of Council
Vice President of Council
Council Members and Clerk file

08/29/2018

NORTON FD
3380 GREENWICH
NORTON, Ohio 44203

Equipment: Stryker Equipment
Finance structure: 5 Months Payments Deferred
\$1 out end of term option: Purchase the equipment for \$1.00

Payment terms:

Proposal total	\$107,500.71
5 monthly payment(s) @	\$0.00
Followed by:	5 annual payments @
Total payment	\$21,500.14

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation and acceptance

First payment due: Net 30

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to 7/31/2018.

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 90 days.

- OR -

Required Information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name	Account Name
Address	Address
City	City
State Zip Code	State Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer Is Tax Exempt? Yes No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional Information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at www.physio-control.com/account/

Reference Number JR/02504401/1835

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credits required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to: (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(B) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(b); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys' fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To NORTON FD
 Attn: Mike Schultz, Chief
 3380 GREENWICH
 NORTON, OH 44203
 3308253086
chiefschultz@cityofnorton.org

Quote Number 00131941
Revision # 1
Created Date 6/20/2018
Sales Consultant Jason C. Roberts
 (330) 697-4428
jason.c.roberts@stryker.com

FOB Destination
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Contract State of OH #800252 - 2017

Expiration Date 9/27/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11140-000015	AC power cord	2.00	83.00	-18.20	64.80	129.60
11140-000052	LP15 REDI-CHARGE Adapter Tray	2.00	211.00	-70.82	140.08	280.16
11141-000115	REDI-CHARGE Base (power cord not included)	2.00	1,555.00	-518.97	1,036.03	2,072.06
11160-000013	NIBP Cuff - Reusable, Child	3.00	25.00	-5.80	19.20	57.60
11160-000017	NIBP Cuff - Reusable, Large Adult, Bayonet	3.00	34.00	-7.60	26.40	79.20
11160-000019	NIBP Cuff - Reusable, Adult X Large	3.00	49.00	-10.60	38.40	115.20
11171-000049	Rainbow DCI Adl Reusable Sensor, 1/box	3.00	640.00	-128.00	512.00	1,536.00
11171-000050	Rainbow DCI P. Pacd Reusable Sensor, 1/box	3.00	705.00	-141.00	564.00	1,692.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	3.00	59.00	-13.40	45.60	136.80
11260-000039	LIFEPAK 15 Carry case back pouch	3.00	84.00	-18.40	65.60	196.80
11576-000060	LUCAS Battery Desk-Top Charger	2.00	1,195.00	-259.00	936.00	1,872.00
11576-000071	LUCAS Power Supply	2.00	379.00	-82.20	296.80	593.60
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	4.00	730.00	-160.40	569.60	2,278.40
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3.00	327.00	-71.00	256.00	768.00
21930-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	9.00	479.00	-175.79	303.21	2,728.89
99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management. LIFEPAK 15 V4	2.00	15,950.00	-2,871.00	13,079.00	26,158.00

99577-001957	Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EICO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	3.00	35,660.00	-8,391.20	27,268.80	81,806.40
Trade in product	Trade in of LIFEPAK 12, Biphasic - 3 Feature towards the purchase of LifePak 15	3.00	0.00	0.00	5,000.00	15,000.00

Subtotal	USD 107,500.71
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 107,500.71
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Pricing Summary Totals	
List Price Total	USD 158,726.00
Total Contract Discounts Amount	USD -36,225.29
Total Discount	USD 0.00
Trade In Discounts	USD -15,000.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE
USD 107,500.71



City of Norton

FIRE DIVISION

3380 Greenwich Road
Norton, Ohio 44203

Phone: (330) 825-3086
Fax: (330) 825-2050

Mike Schultz
Chief

July 18, 2018

Ron,

Attached is the quote for firefighter turnout gear replacement, for 2018. This is part of our gear rotation plan that we budgeted for. We will be replacing 7 sets, so the total cost will be \$17,395.00

I would like to add this to the Board of Control agenda in August also, with your approval.

Chief Schultz

Fire Force Inc./ Eagle Emergency

P.O. Box 552
 Columbiana, Ohio 44408
 330-482-9300 FAX 330-482-9325
 WWW.FFORCE.COM

Quote



TO: Norton Fire

Fax:
 Pages: 1

Quoted By: Joe Alexander

SHIP TO:

NUMBER:
 DATE: 7/18/18
 REQUISITIONED BY: AC Copen
 SHIP BY:
 SHIP VIA:
 F.O.B.:
 TERMS: 15 Days

Order #:

QTY.	UNIT	DESCRIPTION	EACH	AMOUNT
1		Shamrock Suspenders	\$33.00	\$33.00
1		Fire Dex Bunker Gear No Bail out**	\$1,985.00	\$1,985.00
1		Thorogood Oblique Toe Boots	\$285.00	\$285.00
1		Fire Dex H41 Interceptor Prevent	\$95.00	\$95.00
1		Fire Dex Dex Pro Gloves	\$87.00	\$87.00
		Plus Shipping		
Sub Total				\$2,485.00
Shipping and Handling ("Yes" or "No")				Y
Taxable ("Yes" or "No")				no
Tax Rate %				7.00
Tax				\$0.00

Authorized by _____

Date _____

Thank you for your business.

AGREEMENT
BETWEEN THE CITY OF NORTON
AND THE FIRM Glaus, Pyle, Schomer, Burns and DeHaven, Inc.

- I. **THIS AGREEMENT**, made at Norton, Ohio this _____ day of _____, _____ by and between the City of Norton, Ohio, hereinafter called the "CITY", and the firm Glaus, Pyle, Schomer, Burns and DeHaven, Inc., dba GPD Group, 520 South Main Street, Suite 2531, Akron, Ohio 44311, hereinafter called the "Engineer", witnesseth;

THAT WHEREAS, the CITY intends to obtain the services of a professional engineer to act in the capacity of City Engineer and whereas the said firm proposes to furnish such engineering services to the CITY for a period of 28 months from September 1, 2018 to December 31, 2020. The CITY will have the option to extend the services period for an additional 1 calendar year (2021) under the same terms at its option.

THEREFORE, In consideration of these premises, and of the mutual covenants herein set forth, the CITY and the ENGINEER agree as follows:

- II. **THE ENGINEER** agrees to furnish and perform the various professional services as are herein defined as "ROUTINE SERVICES" and such additional professional services as are herein defined as "SPECIFICALLY AUTHORIZED SERVICES", as follows:
- a. **ROUTINE / EMERGENCY SERVICES**: Professional services as outlined in the City of Norton, City Engineer Scope of Services under Section A, "Hourly Services" shall be performed by the ENGINEER for the CITY, either as a matter of routine or upon request of an appropriate City official as may be designated by the City Manager.
 - b. **SPECIFICALLY AUTHORIZED SERVICES**: All services not included in the City of Norton, City Engineer Scope of Services under Section A, shall be considered Specifically Authorized Services. Specifically Authorized Services include but are not limited to the services that are outlined under Section B, "Additional Services" in the City of Norton, City Engineer Scope of Services.
 - c. The City of Norton, City Engineer Scope of Services is included in this agreement as Attachment A.
- III. The **CITY** agrees to retain the services of the ENGINEER during this contract, and to compensate the ENGINEER under the following terms and conditions:
- a. **HOURLY SERVICES**: For general consulting services as detailed under Article II-a, Routine Services, the ENGINEER shall be compensated on an hourly basis based upon the "Hourly Rate Schedule" contained in Section C of the City of Norton City Engineer Scope of Services. This payment shall be invoiced monthly based on actual effort expended.

- b. **SPECIFICALLY AUTHORIZED SERVICES:** For specifically authorized services as detailed under Article II-b and further clarified in Section B of the City of Norton, City Engineer Scope of Services, referenced in this agreement as "Attachment A", The City agrees to compensate the ENGINEER based upon the following format. Invoices will be processed monthly based upon actual work completed for hourly tasks and an estimate percent complete for lump sum tasks.
- a. Municipal Public Improvement Projects (design phase services) – negotiated lump sum fee, including expenses
 - b. Municipal Public Improvement Projects (Construction Phase) – negotiated lump sum fee, including expenses
 - c. Consultation related to developer projects – hourly based upon hourly rate schedule, plus expenses
 - d. Other Services requested by the administration – hourly based upon rate schedule, plus expenses
 - e. Internal and External Plan review – hourly based upon rate schedule, plus expenses
- c. **CONSULTING ENGINEER ON SELECTED PROJECTS:** It is understood that the CITY may retain and pay for the services of another Consulting Engineering firm from time to time on selected projects. The ENGINEER may be retained separately to assist the CITY with plan reviews and other authorized tasks on selected projects.
- d. **PERFORMANCE BY CITY:** This proposal is based upon the understanding that the CITY, without expense to the ENGINEER, will:
- i. Make available to the ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
 - ii. Provide all test borings or other soils investigations which are required for the proper design of the improvements.
 - iii. Furnish testing laboratory services for inspection and testing materials and/or equipment as may be necessary to assure compliance with contract specifications; and furnish all necessary field inspection services including construction control surveys as are required for detailed inspection of the construction work.
 - iv. Furnish all legal and/or land appraisal services which may be required.
 - v. If requested by the CITY, the ENGINEER shall have the option to have the work outlined in Item Nos. 2 through 4 above performed by others and the ENGINEER shall be compensated at cost by the CITY for such services, or the ENGINEER may perform the services and be compensated based upon the Rate Schedule in Section C of the City of Norton, City Engineer Scope of Services, referenced in this agreement as "Attachment A".

- i. e. **DISCLOSURE OF POTENTIAL CONFLICTS:** GPD Group agrees to disclose to the City in writing any potential conflict of interest that may arise as a result of the performance of its services and other agreements and obligations under this Agreement. GPD shall provide such notification as early as practical after GPD becomes aware of such potential conflict.
- f. **CONFIDENTIALITY:** The ENGINEER shall not, either during or after the term of the Contract, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the CITY without the written consent of the CITY. The provisions of this section shall survive the satisfaction of the obligations and the completion of the terms of this contract.
- g. **TERMINATION:** In the event the CITY and the ENGINEER desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The ENGINEER shall be permitted to complete all started projects and design work in progress; all other services shall cease at the end of the ninety (90) days. The ENGINEER shall return to the CITY all maps, drawings and other CITY records.

IN WITNES WHEREOF, the parties hereto have affixed their hands and seals at Norton, Ohio this _____ day of _____, _____.

Witnesses:

CITY OF NORTON, OHIO

 Name:
 Title:

GPD GROUP

 Name: Jeffery Evans
 Title: Vice President

ATTACHMENT A

**CITY OF NORTON
CITY ENGINEER
SCOPE OF SERVICES**

A. Hourly Services:

The Services rendered on an hourly basis shall include the following:

- (a) As requested, attend City of Norton meetings, which could include City Council Meetings, Planning Commission meetings and the like, as requested by the City Manager or his designated person.
- (b) Give advice to Council, the City Manager, or other proper administrative officials on problems pertaining to engineering.
- (c) Attend status meetings with the City Manager or his duly appointed representative.
- (d) If needed, pick up and deliver developer-furnished materials from the City.
- (e) Support services for City Administration, City Council, City Departments, developers and citizens, e.g., miscellaneous plotting of drawings, answer telephone calls regarding regulations and standards, etc.
- (f) Serve as liaison with other government agencies such as Ohio Department of Transportation, Summit County Engineer, AMATS and FHWA.
 - a. This effort specifically includes coordinating with ODOT on plans which affect the City of Norton as well as assisting the City with the ODOT funded projects.

- i. Any plan preparation as a part of an ODOT funded program which is required by GPD Group would be completed under Additional Task Services, Item B.
- ii. Any plan review, on behalf of the City of Norton for ODOT-Let projects, will be billed on an hourly rate as per the attached rate schedule.

(g) Prepare preliminary reports, sketches, layouts, and estimates concerning the advisability of proceeding with any public improvement projects contemplated by council or the administration.

(h) Serve as liaison with utility companies for project coordination, data collection, transfer and relocation schedules.

(i) Grant application and administration assistance. GPD will identify and coordinate with various funding agencies on the local, state and federal level (e.g. OPWC, State Issue 1 Program, OWDA, US DOC Economic Development Agency, CDBG, etc.). GPD will interview various City officials, compile necessary information and prepare applications for City Manager / Council approval. GPD will coordinate with funding agencies to expedite review and make any necessary revisions.

B. Additional Services

Any additional tasks will be performed at a cost mutually agreed upon by the City and GPD.

These task may include, but not limited to:

- (a) Providing consultation services for construction projects being proposed by private developers within the City. Review and consultation shall be performed with respect to construction standards and methods, and for verification of compliance with the City standards and codes. (example would be site plan review for private development, or review of traffic impact study).
 - a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
 - b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.
- (b) Prepare plans, specifications, cost estimates, assessment calculations, professional surveying services, wetland or other environmental permitting services, and architectural services for municipal public improvements and infrastructure maintenance projects as directed by the City administration
 - a. GPD Group would perform these services based upon a negotiated lump sum price for the work which would include any expended reimbursable costs.
- (c) Provide Construction Administration and Construction Inspection Services for municipal public improvement and infrastructure maintenance projects as

directed by the City administration or private development that will become dedicated public roadways as directed by the City.

- a. These services could include but are not limited to:
 - i. Placing copies of plans and specification on view in the ENGINEER'S office for information of equipment and material suppliers; and being available to answer pre-bid questions and process addenda changes during the period of advertisement for bids.
 - ii. Assistance to the CITY in securing, tabulating and evaluation of construction bids and furnishing engineering recommendations concerning the award of construction contracts.
 - iii. Visits at necessary intervals to the site of the work by a duly qualified representative of the ENGINEER throughout the active construction periods for review of the progress and quality of the construction work and consultation with CITY representatives in the interim between such visits.
 - iv. Review and checking of all detailed construction drawings and all shop drawings and erection drawings and other information submitted by contractors for compliance with design concept and requirements of contract documents. This performance includes similar checking of laboratory, shop and mill reports of materials and equipment.

- v. Furnishing supplementary detailed working drawings, specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve actual field conditions encountered if the ENGINEER is the design agent. If the ENGINEER is not the engineer of record for the plan being constructed, the ENGINEER will coordinate with the designer of record in order to obtain answers to construction issues or to provide interpretation of design intent or direction for change of condition.
- vi. Providing construction inspection services.
- vii. Checking interim and final estimates for payment to contractors.
- viii. Review of all operation and performance tests required by the contract specifications submission of the recommendations concerning completion and final acceptance of the construction work.
- ix. GPD Group would perform these services based upon a negotiated lump sum price for the work which would include any expended reimbursable costs.

(d) Any other service as requested by the City administration.

- a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.

- b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.

(e) Internal and external plan reviews.

- a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
- b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.

(f) Other services would be performed on an hourly basis utilizing the hourly rate table as shown in Section C.

C. Rate Schedule

Project Principal	\$150.00/hr
Project Manager/City Engineer	\$118.00/hr
Senior Engineer/Senior Architect	\$107.00/hr
Design Engineer/Design Architect	\$97.00/hr
Staff Engineer/Staff Architect	\$87.50/hr
Senior Landscape Architect	\$99.00/hr
Landscape Architect	\$90.50/hr
Senior Environmental Scientist	\$106.00/hr
Environmental Specialist	\$81.50/hr
Senior Designer	\$81.50/hr
Staff Designer	\$69.00/hr
CAD Drafter	\$57.00/hr
Construction Inspector	\$75.00/hr
Construction Coordinator	\$82.50/hr
Project Aid/Clerical	\$61.00/hr
GIS Specialist/Professional Surveyor	\$100.00/hr
1-person Robotic Survey Crew	\$95.00/hr
2-man Survey Crew	\$135.00/hr



CITY OF NORTON

4060 Columbia Woods Drive
Norton, Ohio 44203

Offices: 330-825-7815 Fax: 330-825-3104
Website: www.cityofnorton.org

Mayor Mike Zita

BOARD OF CONTROL MEETING MINUTES Monday, June 18, 2018

TIME: 6:30 pm in Council Chambers

PRESENT: Mayor Mike Zita
Scott Pelot, President of Council
Ron Messner, Finance Director
Joe Kernan, Vice President of Council
Robert Fowler, Administrative Officer

ALSO

PRESENT: Shannon Szittai, Administrative Assistant

ABSENT: N/A

Mayor Zita called the Board of Control meeting to order at 6:30 p.m.

CONSIDERATION OF MINUTES:

Mayor Zita presented the **Monday, May 21, 2018**, Board of Control meeting minutes as written for approval. Mr. Pelot moved to accept the minutes as corrected, seconded by Mr. Messner.

ROLL CALL YEA VOTES: Messrs. Pelot, Messner, Fowler and Kernan

NAY VOTES: None

ABSTENTION: Mayor Zita

Motion passed unanimously.

NEW BUSINESS:

- 1) Authorize the acceptance of the bid from Perrin Asphalt Co., Inc. to complete the 2018 Street Paving Project, not to exceed \$372,874.70

A motion was made by Mr. Messner seconded by Mr. Pelot to accept the proposal by Perrin Asphalt for Street Paving Project, Not to exceed \$372,874.70.

ROLL CALL YEA VOTES: Messrs. Messner, Pelot, Fowler, Kernan, Mayor Zita
NAY VOTES: None

Motion passed with unanimously.

- 2) Authorize the agreement for the participation in the Summit County Engineer's Office, Road Maintenance Program, and award the Reimer Road re-pavement project.

A motion was made by Mr. Pelot seconded by Mr. Kernan to authorize the agreement for the participation in the Summit County Engineer's Office, Road Maintenance Program, and award the Reimer Road re-pavement project.

ROLL CALL YEA VOTES: Messrs. Pelot, Kernan, Fowler, Messner, Mayor Zita
NAY VOTES: None

Motion passed with unanimously.

- 3) Authorize the Amendment to the Rudzik Paving Agreement to include Police Department parking lot and driveway, amount not to exceed \$88,000.

A motion was made by Mr. Kernan seconded by Mr. Pelot to authorize the Amendment to the Rudzik Paving Agreement to include Police Department parking lot and driveway, amount not to exceed \$88,000.

ROLL CALL YEA VOTES: Messrs. Kernan, Pelot, Fowler, Messner, Mayor Zita
NAY VOTES: None

Motion passed with unanimously.

- 4) Authorize the purchase of a 2018 Jeep Grand Cherokee Laredo for the Police Department at a cost not to exceed \$26,888.

A motion was made by Mr.Kernan seconded by Mr. Pelot to authorize the purchase of a 2018 Jeep Grand Cherokee Laredo for the Police Department at a cost not to exceed \$26,888.

ROLL CALL YEA VOTES: Messrs. Kernan, Pelot, Fowler, Messner, Mayor Zita
NAY VOTES: None

Motion passed with unanimously.

- 5) Enter into an agreement with Engineering Associates for engineering of the Cleve-Massillon Water and Sewer Line Ext. in an amount not to exceed \$75,000.

A motion was made by Mr.Pelot seconded by Mr. Messner to authorize to enter into an agreement with Engineering Associates for engineering of the Cleve-Massillon Water and Sewer Line Ext. in an amount not to exceed \$75,000.

ROLL CALL YEA VOTES: Messrs. Pelot, Messner, Fowler, Kernan, Mayor Zita
NAY VOTES: None

Motion passed with unanimously.

There being no further business, Mayor Zita motioned the meeting adjourned and Mr. Fowler seconded at 6:44 PM.

Mike Zita
Mayor

Ron Messner
Finance Director

Date approved: _____