



Mayor Mike Zita

CITY OF NORTON

4060 Columbia Woods Drive
Norton, Ohio 44203

Offices: 330-825-7815 Fax: 330-825-3104

Website: www.cityofnorton.org

Board of Control

Council Chambers
Monday, April 3, 2023
6:00 p.m.

Agenda

- I. Roll Call
- II. Old Business
- III. New Business
 - a. The purchase of two precast culverts for the Eastern Road Resurfacing Project from Mack Industries in a total amount not to exceed \$149,086.
 - b. To award the engineering services in connection with the construction management and inspection for the 2023 Road Program to GPD Group in an amount not to exceed \$28,500.00
- IV. Minutes – March 27, 2023
- V. Adjournment

NOTE: During the meeting, a live video-stream can be accessed from www.cityofnorton.org. Clicking on the Broadcast Norton icon will connect you to the City of Norton YouTube link.

Mack Industries, Inc -MIVC

201 Columbia Road
Valley City, OH 44280

Tel: (330) 483-3111
Fax: (330) 483-3607

"QUALITY PRECAST PRODUCTS SINCE 1932"

VISIT US AT: www.mackconcrete.com

Customer: ALL BIDDERS

Address:

City/State:

FAX:

ATTN:

PHONE:

Quote#: QV

Project: EASTERN ROAD

Location: NORTON, OH

Bld Date: 3/16/23

QUOTATION

Quantity	Item#	Description of Materials	Unit Price	TOTAL
56 lin.ft.		9' x 6' SINGLE CELL, 4-SIDED, BOX CULVERT in accordance with ASTM C-1577 (HL-93 Load Rating) based on 0 to 5 feet of cover, built in 1 phase and comprised of the following : 9 precast sections with an avg. lay length of 6.23' and approx. heavy lift of 14.17 tons, Joint Sealer and Primer, 2 skewed end(s) per plans, Inserts for Headwall(s).	\$769.00	\$ 43,064.00
2		HEADWALLS reinforced with epoxy coated rebar, dimensions a.p.p.	\$785.00	\$1,570.00
4		L SHAPED WING WALLS reinforced with epoxy coated rebar, bottom of precast wall 0.75 feet below invert Approx. Heavy Lift for WW(s) is 5.47 tons. WW waterproofing or coatings are NOT included.	\$4,526.00	\$18,104.00
<p>CONDUIT (Box Culvert) price is based on Delivered Only (unloading, excavation and installation by other than Mack), Headwalls are estimated as being attached to the box culvert at Mack Ind. production facility. Price is based on Mack Ind. standard design being accepted, L-shaped Wing Walls pinned to CIP Footers (Pinning and CIP Footers by other than Mack)</p>				
			TOTAL	\$62,738.00

The price listed is a cash price and payments shall be due 30 days after the date of the invoice. If the cash price is not paid timely a time price differential shall be applied by adding 2% per month (annual percentage rate 24%) to the unpaid balance on all amounts for 60 days from the date of this quote. Any performance of this contract after 30 days may result in a change in price. (Sales Tax not included in price, add if applicable)

Unload times are estimated at 90 minutes per truck. Any trucks detained longer than 90 minutes will be subject to a \$125 per half hour charge per truck detained.

MACK SALES REPRESENTATIVE: **Bill Keller**

Purchaser X: _____

(Pricing listed above includes only those items. It is the purchaser's responsibility to get clarification, in writing from a Mack Industries representative, if there are questions as to what is or is not included in verbiage, prior to signing of order)

Date: _____

Mack Industries, Inc -MIVC

201 Columbla Road
Valley City, OH 44280

Tel: (330) 483-3111
Fax: (330) 483-3507

"QUALITY PRECAST PRODUCTS SINCE 1932"

VISIT US AT : www.mackconcrete.com

Customer: **ALL BIDDERS**

Address:

City/State:

FAX:

ATTN:

PHONE:

Quote#: QV

Project: KUNGLER ROAD

Location: NORTON, OH

Bid Date: 3/29/23

QUOTATION

Quantity	Item#	Description of Materials	Unit Price	TOTAL
52 lin.ft.		11' x 6' SINGLE CELL, 4-SIDED, BOX CULVERT in accordance with ASTM C-1577 (HL-93 Load Rating) based on 0 to 5 feet of cover, built in 1 phase and comprised of the following : 9 precast sections with an avg. lay length of 5.78' and approx. heavy lift of 20.62 tons, Joint Sealer and Primer, 2 skewed end(s) per plans, inserts for Headwall(s).	\$1,045.00	\$ 54,340.00
	2	HEADWALLS reinforced with epoxy coated rebar, dimensions a.p.p.	\$1,114.00	\$2,228.00
4		L SHAPED WING WALLS reinforced with epoxy coated rebar, bottom of precast wall 0.82 feet below invert Approximate Heavy Lift for Wingwall(s) is 13.79 tons.	\$7,445.00	\$29,780.00
<p>CONDUIT (Box Culvert) price is based on Delivered Only (unloading, excavation and installation by other than Mack). Headwalls are estimated as being attached to the box culvert at Mack Ind. production facility. Price is based on Mack Ind. standard design being accepted , L-shaped Wing Walls pinned to CIP Footers (Pinning and CIP Footers by other than Mack)</p>				
TOTAL				\$86,348.00

The price listed is a cash price and payments shall be due 30 days after the date of the invoice. If the cash price is not paid timely a time price differential shall be applied by adding 2% per month (annual percentage rate 24%) to the unpaid balance on all amounts for 60 days from the date of this quote. Any performance of this contract after 30 days may result in a change in price. (Sales Tax not included in price, add if applicable)

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Date: _____



March 24, 2023
2023125

Philip Turske
City Administrator
City of Norton
4060 Columbia Drive
Norton, Ohio 44203

City of Norton 2023 Road Program Construction Management and Inspection Services

Dear Mr. Turske,

GPD Group is pleased to submit this proposal for professional services on the above referenced project. Attached please find a Work Description, Project Approach/Scope of Services and Fee Proposal for your consideration. Also include is an itemized task breakdown complete with man-hour and fee estimates.

Project Understanding

GPD Group will provide construction administration services and resident inspection services as described herein in the Scope of Services. This project is governed by contract documents and local ordinances. The project will be throughout 2023. Our services will involve providing construction management and inspection services during and post construction of the City of Norton 2023 Road Program. Our efforts will involve being an interpreter of the plans and specifications and protecting the city against deficiencies in the contractor's work. We will also serve as the City's liaison with the contractor and report directly to the Service Director. GPD Group is prepared to begin work immediately upon written notice to proceed.

Scope of Services

I. Project Task Summary

- a. Provide Construction Management and Inspection Services with the expressed goal of having the project finished on time and on budget.
- b. Perform wage compliance work
- c. Perform pay applications to conform local requirements
- d. Provide Post-Construction Services

II. Specific Tasks

a. Construction Administration and Inspection

- i. Project Directory – Prepare a project directory of all personnel involved and their contact information and distribute. An e-mail user group will also be developed to promptly distribute project information. Maintain Detailed Estimate for the Project.
- ii. Kick-off Meeting – Schedule, coordinate and administer a Kick-off Meeting with GPD, City Officials and Test Lab to introduce all parties and establish contact information/protocol.
- iii. Pre-construction Meeting – Schedule, coordinate and administer a pre-construction meeting with the City Officials, Contractor, and the pertinent Utilities Companies. Prepare and make available the meeting minutes to all attendees and other interested parties.
- iv. Implement Document Control System
 1. Document Management System – Maintain a document management system for tracking all related project correspondence and records including: transmittals, test specimens, samples, schedules, change orders, shop drawings, request for information, letters, punch lists, photographs, etc. Monitor Contractor's Construction Schedule. Request updates as required.
- v. Progress Meetings (1 Meetings) – Schedule, and administer regular progress meetings with the City Officials and the contractor. Subcontractors and utility companies will be invited to attend as necessary. Prepare and make available the meeting minutes to all attendees and other interested parties.
- vi. Provide Resident Construction Administrator – GPD Group will provide a licensed Professional Engineer with extensive knowledge of contract compliance and construction contract administration to manage the inspection team.
- vii. Provide Full-Time Construction Inspection – GPD will inspect and record the contractor's daily progress. The anticipated project schedule is estimated at 22 weeks of construction. For the purposes of pricing, we have anticipated the use of full-time inspection for the 22-week contract duration. We also anticipate the Contractor will work some long days and therefor inspector overtime is anticipated. Daily inspection records will be developed and will include the following documentation:
 1. Project Name, Report Number and Date
 2. Weather conditions
 3. Names of the contractors, subcontractors, or other entities performing the work, including the hours worked
 4. Listing of all equipment used, including the hours used or idle
 5. Listing of materials delivered to the site, including delivery tickets
 6. Names, titles, affiliations of all visitors to the site
 7. Monitor Maintenance of Traffic Zones for safety and compliance with plans; identity problems
 8. Monitor contractor SWPPP measures for compliance with EPA rules and regulations
 9. Location of work (stations and offsets)
 10. Pay items of work performed. Note: A daily log of all pay items installed will be kept in a separate binder.

11. Observations in general
 12. Specific observations in more detail of work performed
 13. Observations of testing of materials performed and results
 14. Instructions received from Resident Project Engineer or City Officials
 15. Instructions given to the contractor
 16. Request for information received from contractor
 17. Damages to property
 18. Incidents of changed conditions that may affect the work
 19. Actual and potential claims, changes in the work, delays, or other factors that may result in modifications to the work and/or contract
 20. Calculations and sketches used in determining payment quantities or other conditions of the work.
- viii. Hold Special Site Meetings as needed. Invite City Officials as needed.
 - ix. Perform Shop Drawing and Submittal Reviews – Review and provide a disposition of comments concerning all shop drawings of products and materials to be incorporated into the work, unless otherwise specified in the Contract Documents. Maintain a log that accounts for the receipt and disposition of all shop drawing and project related submittals.
 - x. Monitor Contractor Safety Program
 - xi. Monitor Contractors Compliance with Bond / Insurance requirements
 - xii. Review and Monitor the Contractors Maintenance of Traffic (MOT). Inform City Safety Chiefs on any revisions required
 - xiii. Monitor contractor Performed Continuously Updated As-Builts
 - xiv. Maintain Set of Continuously Updated As-Builts – Maintain a field set of drawings (“red-line set”) indicating the as-built conditions to be utilized in preparation of record drawings that will be turned over to City at the conclusion of the project work.
 - xv. Work performed by the Contractor upon which partial payments to the contractor shall be based. Recommend work known to be in conformance to the Contract Documents be accepted and paid for by City.
 - xvi. Change Order Requests – GPD Group will review all Change Order requests by the contractor and make recommendations to the City. The review of all claims submitted by the contractor throughout the duration of the project will be processed through GPD internal claims process. GPD will evaluate the validity of any disputes and prepare recommendations for the City of Norton. Also, GPD will review all cost and quantities submitted and take part in all negotiations.
 - xvii. Field Quality Control Testing – The contractor will perform material testing, GPD will oversee their efforts. We will review the testing reports and results, prepared by the testing firm, and identify problems or concerns. We will then determine the corrective actions required by the contractor to address any problems. Copies of the reports with our review notes will be forwarded to the City for their records.
 - xviii. Provide Advice, Recommendations to the City on Construction Issues
 - xix. Prepare Correspondence for City’s Signature on Construction Issues
 - xx. Coordinate the Interaction of All Parties to the Contract
 - xxi. Maintain Photo Log
 - xxii. Provide Claims Avoidance, Mitigation and Dispute Resolution – Identify non-conforming work and verify the contractor’s compliance with the technical requirements of the project. The contractor will be notified on the non-

conforming work when identified so the proper corrective actions can be taken. Bring to the immediate attention of the City instances where the contractor fails to be in compliance with the terms of the Contract Documents and when the Contractor acts in a manner, which is not in the best interest of the City.

III. Wage Compliance

- a. Review Certified Payroll

IV. Close-Out Services

- a. Coordinate and Organize final walk thru of the project. Prepare a punch list of items to be resolved prior to final acceptance. Verify punch list items have been resolved. Recommend final project to the City as accepted and in compliance with the plans and specifications.

V. Post Construction Services

- a. Close-Out Documents – Assist in the execution of the contract close-out documents (i.e., final pay application, final change order to adjust contract price, affidavit of prevailing wages, consent of Surety Company for final payment and affidavit of final acceptance date and correction period). At the conclusion of the project, the project documents will be delivered to the City for the records. A statement of quality assurance will be included with this submittal.
- b. Resolution of Miscellaneous Claims and Complaints.
- c. Attend Post Construction walk through with City Officials and contractor.

VI. Authority of the Consultant

- a. The authority of the Consultant shall have the following limitations, except as duly authorized in writing by the Service Director and agreed upon by the Consultant:
 - i. Deviation from the Contractor Documents and any changes in materials or equipment shall not be authorized.
 - ii. The Consultant will not perform any function that is the responsibility of the contractor, contractor's suppliers or subcontractors.
 - iii. The Consultant shall not be liable for defective work, acts of omission or operating procedures of the contractor.

Project Fees

GPD group proposes to perform the above described scope of services for an **hourly not to exceed** fee of **\$28,500** based on the contractual rates with the City of Norton.

The fees are based upon the construction schedule and include the work reasonably necessary under the scopes of work presented herein. It is understood that if the schedule or tasks increase materially from the described, GPD Group will be entitled to a reasonable upward adjustment of our fee commensurate with the increase in work.

We thank you for the opportunity to present our proposal to assist the City of Norton with this project. We are available to answer any questions that you may have and to begin our services immediately upon authorization. Please do not hesitate to call me at 330.572.3633 office or 330.417.8318 cell or contact me via e-mail at bbinsley@gpdgroup.com. Thank you for your consideration of GPD Group.

Sincerely,

GPD Group

A handwritten signature in cursive script that reads "Brian Binsley".

Brian Binsley, P.E.
Associate Project Manager

TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio. No action or claim whether in tort, contract, or otherwise shall be brought against GPD more than two (2) years after the completion of the applicable portion of Work.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

<u>SIGNATURE</u>	
Client: _____ <i>Name of Firm</i>	
_____ Signor Name	_____ Signature
_____ Title	_____ Date



CITY OF NORTON

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Norton, Ohio 44203

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Website: www.cityofnorton.org

BOARD OF CONTROL MINUTES Monday, March 27, 2023

Mayor Zita called the Board of Control meeting to order at 6:46 p.m. and requested a roll call:

Roll Call:

Mayor Mike Zita
Philip Turske, Administrative Officer
Pamela Keener, Finance Director
Paul Tousley, President of Council
Doug DeHarpert, Vice President of Council

Also Present:

Brian Binsley, City Engineer
Charlotte Whipkey, Council-at-Large
Jamie Lukens, Council Ward 2
Kerry Macomber, Acting Secretary

Old Business - None

New Business

Purchase of two precast culverts – Mayor Zita noted this is to purchase two precast culverts for the Eastern Road Resurfacing Project from Mack Industries in a total amount not to exceed \$136,080. Mr. Turske said that there has been a number of delays and we are trying to expedite this project and bid it out this spring or early summer. If we purchase culverts now, we can get a lower contract price by having the contractor use our culverts. Plus, there are two contractors close to Norton to avoid large shipping charges.

Mr. Tousley asked if this changes the funding and Mr. Turske responded negatively. There was discussion regarding the flooding of neighbors and questioned if the size of these culverts would prevent future flooding.

Brian Brinsley, GPD Group, 520 South Main St, Akron OH 44311 – Mr. Binsley discussed the hydraulic analysis that was given to the City on February 5, 2020. That analysis determined the 6' to 9' culvert was sufficient for a 25-year storm with no roadway flooding. He noted that Kungle Road is a local road, which is less than 3,000 travelers per day and only needs to be designed for a 10-year storm. However, since they designed for a 25-year storm, there should be no flooding. Mr. Tousley said these culverts will be smooth and not corrugated. Mr. Binsley said this is a reinforced concrete culvert, which will work better than the corrugated. Mr. Tousley also noted that the old culverts were oval shaped and this is a square shape, which is more effective. Mr. Binsley said it is a matter of friction and water will move smoother.

Mr. DeHarpert asked about the load grading and asked how far down this will sit in the ground and Mr. Binsley responded no lower than the existing one. Mr. DeHarpert asked about the shipping charges and Mr. Binsley explained there are no shipping charges and they will store the culverts on their property. Mr. DeHarpert expressed concern about the culvert damning back up onto property owners and wants to make sure we get it right. Mr. Binsley said if you make it bigger, you will be recognized as a bridge and subject to ODOT inspections. Mayor Zita noted plus, we will have to redesign and incur that cost.

Ms. Whipkey stated that the County did not take care of it because the bridge was not long enough. Mr. Binsley said that the span was not wide enough. Ms. Whipkey said if we did make it larger, then Norton would be the owner. She said this is a question for Mr. Markey.

Mr. Lukens said the picture shows where the friction is visible and he believes a smooth culvert would move water better.

Mr. Tousley moved to authorize the purchase of two precast culverts for the Eastern Road Resurfacing Project from Mack Industries in a total amount not to exceed \$136,080; seconded by Mr. DeHarpert.

Roll Call: Yes: Tousley, DeHarpert, Zita, Turske, Keener
No: None

Motion passed unanimously.

Minutes - Minutes for March 13, 2023 were approved as submitted.

Adjourn: There being no further business to come before the Board of Control, the meeting was adjourned at 6:57 p.m.

Respectfully submitted,

Approved:

Kerry Macomber, Acting Secretary

Mayor Zita

Date