



**NORTON**

Mayor David Koontz

# City of Norton

4060 Columbia Woods Dr.  
Norton, Ohio 44203

Administration (330) 825-7815 · Finance (330) 825-4511  
Fax: (330) 825-3104

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## **NOTICE**

**A CITY OF NORTON BOARD OF CONTROL  
MEETING HAS BEEN SCHEDULED FOR  
MONDAY, MAY 10<sup>TH</sup>, AT 6:15 PM, IN  
COUNCIL CHAMBERS.**

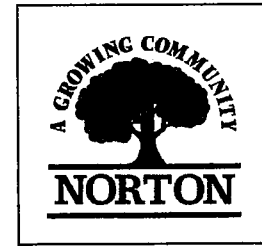
E-Mailed: 5/6/2010

Akron Beacon Journal  
Barberton Herald  
West Side Leader

POSTED:

May 6, 2010

# City of Norton BOARD OF CONTROL AGENDA



**FOR: MONDAY, MAY 10, 2010**

**TIME: 6:15 PM**

**CONSIDERATION OF PREVIOUS BOARD OF CONTROL MINUTES**  
MONDAY, FEBRUARY 1, 2010 BOARD OF CONTROL MEETING

**NEW BUSINESS:**

1. Rick Ryland requests to enter into contract with Floyd Browne Group to provide bidding and construction services for the Greenwich Rd. Water & Sanitary sewer Extension, PH-I at a cost not to exceed **\$15,000**.

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



# City of Norton

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Norton, Ohio 44203  
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Mayor David L. Koontz

## BOARD OF CONTROL MEETING MINUTES MONDAY, MAY 10, 2010

**TIME:** 6:15p in the Safety/Administration Building, Council Chambers

**PRESENT:** Rick Ryland, Administrative Officer  
John Moss, Director of Finance  
Mike Zita, President of Council

**ABSENT:** Dave Koontz, Mayor  
Scott Pelot, Vice-President of Council

The Board of Control convened for a meeting at 6:16p on Monday, May 10, 2010 in the Safety/Administration Building, Council Chambers. Mayor Koontz and Scott Pelot were unable to attend this meeting. Rick Ryland called the meeting to order.

### CONSIDERATION OF MINUTES:

Mr. Ryland presented the Board of Control meeting minutes of **Monday, February 1, 2010**, as written. Mr. Ryland motioned to accept the minutes as presented, Mr. Moss seconded.

**ROLL CALL** YEA VOTES: Mr. Ryland, Mr. Moss, Mr. Zita  
NAY VOTES: None

***Motion passed with a vote of 3-0.***

### NEW BUSINESS:

1. *Rick Ryland requests to enter into contract with Floyd Browne Group to provide bidding and construction services for the Greenwich Rd. Water & Sanitary Sewer Extension, PH-I at a cost not to exceed \$15,000.*

Mr. Ryland stated that Floyd Browne Group would be putting together the bid package for the Greenwich Rd. Water & Sanitary Sewer Extension. This will be a difficult extension due to the 20-foot depth in some areas of the project.

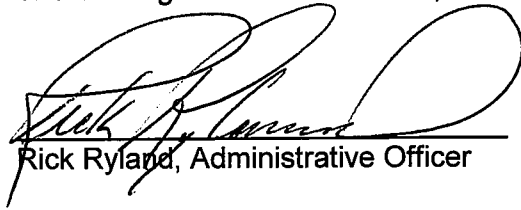
Mr. Zita motioned to approve the contract with Floyd Browne Group, which Mr. Ryland seconded.

**ROLL CALL** YEA VOTES: Mr. Zita, Mr. Ryland, Mr. Moss  
NAY VOTES: None

***Motion passed with a vote of 3-0.***

**OLD BUSINESS:** None.

There being no further business, the meeting was adjourned at 6:20p



Rick Ryland, Administrative Officer



John Moss, Finance Director

Date approved: 6-7-2010

attachments  
/amc

cc: Board Members  
Council Members  
Clerk of Council  
file



March 16, 2010

City of Norton  
09-00236-02P

Mr. Rick Ryland  
Administrative Officer  
City of Norton  
4060 Columbia Woods Drive  
Norton, Ohio 44203

**Subject:** Bidding & Construction Services Proposal for Greenwich Road Water & Sanitary Sewer Extension, Phase 1

Dear Mr. Ryland:

In response to your request, Floyd Browne Group is pleased to submit our proposal to provide Bidding and Construction Services for the Greenwich Road Water and Sanitary Sewer Extension, Phase 1. Our Scope of Services includes bidding phase services and construction administration services for a construction duration of 120 days.

### ***Scope of Services***

The services to be performed by Floyd Browne Group in accordance with this proposal are as follows:

#### **Bidding Phase Services**

Floyd Browne Group will provide bidding phase services for the project as follows:

1. Update and review the final bid documents;
2. Prepare agenda and attend the pre-bid meeting;
3. Address all bidder questions;
4. Prepare and issue addenda;
5. Prepare a bid tabulation;
6. Assist the City in reviewing the bids;

#### **Construction Administration Services**

Floyd Browne Group will provide construction administration services for the project as follows:

1. Prepare agenda and attend pre-construction meeting;
2. Prepare and issue pre-construction meeting minutes;
3. Review shop drawing submittals;
4. Review pre-construction video tape;
5. Review Contractor's proposed schedule and sequence of work;

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Mr. Rick Ryland, Administrative Officer  
City of Norton  
March 16, 2010

6. Prepare agenda and attend up to four (4) progress meetings;
7. Prepare and issue all meeting minutes;
8. Respond to Contractor questions during construction;
9. Review Contractor pay requests monthly (4);
10. Prepare all change orders;
11. Coordination and supervision of field inspector;
12. Prepare weekly progress updates for the City;
13. Prepare and issue a punch list at the end of the project and perform one review;
14. Prepare Certificate of Substantial and Final Completion at the end of the project;

### ***Project Fee***

Floyd Browne's fee for this scope of services is a lump sum of Fifteen Thousand Dollars (\$15,000.00).

This offer remains valid for 30 days; acceptance thereafter is subject to our approval.

From the date of acceptance of this agreement, the above fees will apply for one year. If the work is not completed during that period, the agreement may be subject to renegotiation.

### ***Schedule***

Floyd Browne Group will complete the tasks outlined in the Scope of Services within 210 calendar days of the date authorized to begin the bidding phase services.

### ***Assumptions and Exclusions***

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Floyd Browne and the Client, in the event there is a need for work outside the defined scope of services.

1. Client will make all provisions for Floyd Browne personnel to enter upon public and private lands as required to perform the described services.
2. Client will designate in writing a person to act as the Client's representative with respect to the work performed.
3. Floyd Browne will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.), which are not called to Floyd Browne's attention or correctly shown, on existing plans of affected utilities in connection with work performed under this agreement.

### ***Invoicing Procedures and Terms***

Invoices will be submitted monthly based on Floyd Browne's estimate of job progress. If the Client fails to make any payment due Floyd Browne within Sixty (60) days after receipt of Floyd Browne's invoice, the amounts due Floyd Browne will include a charge at the rate of 1% per month from said sixtieth day. In addition, Floyd Browne may suspend services under this Agreement until all outstanding invoices have been paid in full plus accrued interest.

Mr. Rick Ryland, Administrative Officer  
City of Norton  
March 16, 2010

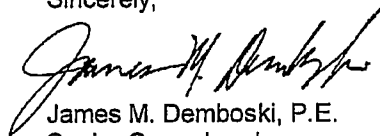
The attached Exhibit A – Standard Provisions of Agreement – is a part of this agreement and is binding on the Client.

### **Project Initiation Procedures**

If this proposal is satisfactory, you may authorize Floyd Browne Group to proceed by signing both copies of this letter and returning one copy to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at (330) 375-1390.

We look forward to working with you.

Sincerely,



James M. Demboski, P.E.  
Senior Group Leader

ACCEPTED: **City of Norton**

By \_\_\_\_\_

Finance Director \_\_\_\_\_

Title \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Date \_\_\_\_\_

Name of Client's Designated Representative:

\_\_\_\_\_

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