

Northfield Center Township

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FISCAL OFFICER

TRUSTEES

ADMINISTRATOR

Andy LaGuardia

Richard H. Reville, Chair

Helen J. Humphrys

Russell F. Mazzola, Vice-Chair

Paul G. Buescher, Trustee

NOTICE & AGENDA MARCH 15, 2021 5:30 P.M.

The public was notified of this Webex meeting by Facebook, Twitter, Community Focus, an e-mail Sunshine Law Notice to the Meeting Notification List, information placed on the Township's website, and the electronic sign. The COVID-19 relief legislation included language regarding open meeting laws. For the duration of the state of emergency, state boards, commissions, local and county governments, and higher education boards are permitted to operate meetings electronically, if the public is aware and can participate electronically. **The access information to this meeting is as follows:**

Join from the meeting link

<https://townadministrator.my.webex.com/townadministrator.my/j.php?MTID=m4b6162571f4f76bf58901551c2fdf86f>

Join by meeting number

Meeting number (access code): 152 269 3151

Meeting password: gsEphskn754 (47374756 from phones)

Tap to join from a mobile device (attendees only)

[+1-650-215-5226,,1522693151#47374756#](tel:+1-650-215-5226,1522693151#47374756) United States Toll

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Some mobile devices may ask attendees to enter a numeric password.

Join by phone

+1-650-215-5226 United States Toll

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Global call-in numbers

THE CHAIR CALLS THE MEETING TO ORDER AT _____ P.M.

Roll Call: Paul G. Buescher _____; Russel F. Mazzola _____; Richard H. Reville _____.

The purpose of this Special Meeting is to open bids for Lawn Mowing and Landscape Services, to adopt a Resolution to Participate in Summit County's 2021 Road Paving Program as an alternate, only if the Ohio Public Works Commission's Grant for Bayberry Drive is not awarded, and to retain the services of the Thrasher Group.

- A. Bid Opening: Lawn Mowing and Landscape Services for 2021.**
- B. MOTIONS/RESOLUTIONS**

1) The Chair requests **Resolution 21/03-15-A to Participate in the County of Summit's Road Paving Program for the Following Roads:**

Beacon Hill Chip Seal/ Leveling \$22,500 Fog Seal \$4500 Total cost \$27,000 Paved with Asphalt 2003

Pickwick Chip Seal/Leveling \$17,500 Fog Seal \$3500 Total cost \$21,000 Motor Pave 2001/Chip Seal 2003

Kenwick Chip Seal/Leveling \$17,000 Fog Seal \$3200 Total cost \$20,200 Paved with Asphalt 2003

Dorwick Chip Seal/Leveling \$14,000 Fog Seal \$3,000 Total cost \$17,000 Motor Pave 2001/Chip Seal 2009

Rolling Brooke – Asphalt \$30,000

Total Cost: \$115,200.00

_____ moves; _____ seconds.

Roll Call: Paul G. Buescher _____; Russel F. Mazzola _____; Richard H. Reville _____.

2) The Chair requests **Resolution 21/03-15 B to Retain the Thrasher Group for Consulting Services for the Fire Station / Administration Office Building Project on an As Needed Basis at the Rate of \$135 per hour Not to Exceed \$8,000.**

_____ moves; _____ seconds.

Roll Call: Paul G. Buescher _____; Russel F. Mazzola _____; Richard H. Reville _____.

C. EXECUTIVE SESSION

1) The Chair requests a Motion to Enter Executive Session under Ohio Revised Code, Section 121.22, G. 1, To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee(s) in the Service Department. Time: _____ p.m.

_____ moves; _____ seconds.

Roll Call: Paul G. Buescher _____; Russel F. Mazzola _____; Richard H. Reville _____.

The Chair requests a Motion to Leave Executive Session at _____ p.m.

_____ moves; _____ seconds.

Roll Call: Paul G. Buescher _____; Russel F. Mazzola _____; Richard H. Reville _____.

D. THE CHAIR REQUESTS A MOTION FOR ADJOURNMENT.

_____ moves; _____ seconds.

Roll Call: Paul G. Buescher _____; Russel F. Mazzola _____; Richard H. Reville _____.

The meeting adjourned at _____ p.m.

**NORTHFIELD CENTER TOWNSHIP BOARD OF TRUSTEES
9546 Brandywine Rd., Northfield Center OH 44067**

**Resolution 21/03-15-A
A RESOLUTION TO PARTICIPATE IN
THE SUMMIT COUNTY ENGINEER'S 2021 ROAD PAVING PROGRAM**

WHEREAS the Northfield Center Township Board of Trustees wish to participate in the Summit County Engineer's Road Paving; and

WHEREAS, the request to participate depends on the Ohio Public Works Commission's (OPWC) decision on the grant the Township has submitted for the Bayberry Drive Improvement Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Northfield Center Township to authorize the following:

SECTION 1. To request participation in the Summit County Engineer's 2021 Road Paving Program for the following roads:

Beacon Hill - Chip Seal/ Leveling \$22,500 Fog Seal \$4500 Total cost \$27,000

Paved with Asphalt 2003

Pickwick - Chip Seal/Leveling \$17,500 Fog Seal \$3500 Total cost \$21,000

Motor Pave 2001/Chip Seal 2003

Kenwick - Chip Seal/Leveling \$17,000 Fog Seal \$3200 Total cost \$20,200

Paved with Asphalt 2003

Dorwick - Chip Seal/Leveling \$14,000 Fog Seal \$3,000 Total cost \$17,000

Motor Pave 2001/Chip Seal 2009

Rolling Brooke – Asphalt \$30,000

Total Estimated Cost: \$115,200.00

SECTION 2. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with law.

Richard H. Reville, Chair

Russell F. Mazzola, Vice-Chair

Paul G. Buescher, Trustee

I hereby Certify that the above is a true and correct transcript of the Resolution as adopted by the Board of Trustees of Northfield Center Township, Summit County, Ohio, on the 15th day of March 2021.

Andy LaGuardia, Fiscal Officer

**NORTHFIELD CENTER TOWNSHIP BOARD OF TRUSTEES
9546 Brandywine Rd., Northfield Center OH 44067**

**Resolution 21/03-15-B
A RESOLUTION TO RETAIN THE THRASHER GROUP
FOR CONSULTING SERVICES
FOR THE FIRE STATION / ADMINISTRATION BUILDING PROJECT
ON AN AS NEEDED BASIS AT \$135 PER HOUR NOT TO EXCEED \$8000**

WHEREAS Northfield Center Township Board of Trustees has approved the Design Phase for the Fire Station/Administration Office Building Project; and

WHEREAS, it would benefit to have a bridge architect to ensure the Trustees that all is in order.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Northfield Center Township authorizes the following:

SECTION 1. To retain the services of the Thrasher Group on an as needed basis at \$135 per hour not to exceed \$8,000.

SECTION 2. That the Fiscal Officer activate Account No. 01-A-28 Contractual Services in the General Fund and to Transfer \$8,000 from Account No. 01-A-26 Other Expenses in the General Fund.

SECTION 3. That a Purchase Order be drawn on Account 01-A-28 for \$8,000 payable to the Thrasher Group.

SECTION 4. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with law.

Richard H. Reville, Chair

Russell F. Mazzola, Vice-Chair

Paul G. Buescher, Trustee

I hereby Certify that the above is a true and correct transcript of the Resolution as adopted by the Board of Trustees of Northfield Center Township, Summit County, Ohio, on the 15TH day of March 2021.

Andy LaGuardia, Fiscal Officer

THE THRASHER GROUP WORK ORDER

- A. Consulting Services in Connection with Design and Construction Documents prepared by the Design-Builder:
 - a. Assist with response to questions and requests for information regarding the Design-Build Documents and performance
 - b. Review construction documents prepared by the design builder for the limited purpose of evaluating conformance with the information provided as the Criteria

- B. Consulting Services in Connection with the Construction of the Project:
 - a. Assist with response to questions and requests for information regarding the Design-Build Documents and process
 - b. Assist with Submittal review for the limited purpose of evaluating for conformance with the information provided during the Criteria Development portion of the project
 - c. Site Visits for Selected Purposes:
 - i. When the work becomes sufficiently complete to observe the design intent is maintained and in compliance with the information provided during the Criteria Development of the project
 - ii. Visits will not be exhaustive or continuous
 - d. Assist with review of Applications for Payment
 - e. Attend Substantial Completion and Final Completion walkthroughs and other meetings as requested

PROJECT SCHEDULE

The Thrasher Team is prepared to begin the work immediately upon selection of the Design/Build team.

The Schedule shall be established by the Design/Build team in the Agreement with the Township upon award.

FEES & PAYMENT

The proposed **Hourly, Not to Exceed** fee for the project is **\$8,000.00** and will be billed monthly based on work completed.

Project Architect

\$135/hour

TERMS AND CONDITIONS

Let it be known that “Consultant” means The Thrasher Group, Inc. “Client” means Northfield Center Township and your successions or assigns.

Period of Performance: Services provided under this Work Order are proposed to be completed within a reasonable amount of time from execution of this document, unless a separate schedule is attached.

Payment: Client will be billed monthly for Services provided under Work Order. Invoices shall be payable within thirty (30) days of receipt of invoice. Client agrees to pay a 1.5% per month late payment charge after thirty (30) days. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice.

In the event of nonpayment of the account within sixty (60) days after invoices are rendered, Consultant shall have the right to cease all further Services on the project and pursue legal methods of collection.

Existing Information and Subsurface Conditions: Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures, all upon which we can rely.

Hazardous Materials: If hazardous materials are discovered at the project site, Consultant can terminate our obligations under this Agreement.

Limitations on Liability: Consultant’s liability, and the liability of the Consultant’s employees and/or subcontractors to the Client for damages arising from service provided or from the Agreement shall be limited for any and all claims, losses, costs, damages, and expenses including attorney’s fees and cost for expert witness fees to the Consultant’s total fee for services received under this Agreement

Insurance: Consultant shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Consultant waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Mediation: Prior to any litigation, arbitration or other proceeding, Client and Consultant shall attempt to mediate any dispute arising from services provided under this Agreement. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Consultant will equally share all fees and costs of mediation.

Termination: Client or Consultant may terminate this Agreement for convenience by giving fourteen (14) days written notice or may terminate this Agreement for cause by giving seven (7) days written notice. If this Agreement is terminated by Client, Client shall pay Consultant, in addition to any other compensation due under this Agreement, any amount incurred by Consultant in performing services, in preparing to perform services, and in orderly terminating Services.

Full and Final Agreement: This Agreement is the full and final agreement between Client and Consultant, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Consultant. Should no action be taken by Client within 90 days of the date of submission, this proposal shall be considered null and void.

INDEMNIFICATION

Subject to Limitations of Liability, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the client harmless from damage or liability to the extent caused by Consultant’s negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from damage or liability to the extent caused by the Client’s negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the client is legally liable and arising from the project that is the subject of this Agreement.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other’s own negligence.

STANDARD OF CARE

Consultant shall provide its services pursuant to the Agreement in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located (“Standard of Care”). Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties including warranty or merchantability or warrant of fitness for a particular purpose, are expressly disclaimed.

ACCEPTANCE

Upon reviewing this Agreement, should Client find all matters satisfactory, this Agreement shall be considered a binding contract which shall be signed by authorized representatives of Client and Consultant. Signing and returning this agreement shall be considered as a notice to proceed for Consultant to commence work on the project and constitutes acceptance of the Terms and Conditions of this Agreement without modification, addition, or deletion.

CLIENT: Northfield Center Township Board of Trustees

Signature: _____
Name: _____
Title: _____
Date: _____

THE THRASHER GROUP

Signature: _____ Title: _____

Printed Name: _____ Date: _____