

FIRST READING: 3-26-18
SECOND READING: 4-9-18
THIRD READING: 4-23-18

ORDINANCE NO: 21-18

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GPD GROUP FOR THE 2018-2019 DETROIT ROAD / WOOSTER ROAD RESURFACING CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$224,246.00

WHEREAS: Article VII, Section 4 of the Charter of the City of Rocky River provides for the acquisition of personal services such as unique engineering services; and

WHEREAS: the City of Rocky River issued a Request for Qualifications for the 2018-2019 Detroit Road / Wooster Road Resurfacing Construction Management Services, and seven (7) responses were received on December 31, 2017, copies of which are available at the Safety Service office; and

WHEREAS: the proposals were reviewed and evaluated by the Director of Public Safety, and it was determined to be in the best interest of the City of Rocky River to accept the proposal from GPD GROUP in an amount not to exceed Two Hundred Twenty Four Thousand Two Hundred Forty Six Dollars and 00/100 (\$224,246.00) as further explained in Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with GPD Group, 5595 Transportation Blvd., Suite 100, Cleveland, Ohio 44125 for the Detroit Road / Wooster Road Resurfacing Construction Management Services in an amount not to exceed Two Hundred Twenty Four Thousand Two Hundred Forty Six Dollars and 00/100 (\$224,246.00) as further explained in Exhibit "A".

SECTION 2. That funds for said professional engineering services shall be paid from the Professional Services account of the Capital Improvement Fund.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and for the further reason that the professional services are required to manage and inspect ODOT resurfacing project and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 23rd, 2018 
JAMES W. MORAN
PRESIDENT OF COUNCIL

PRESENTED
MAYOR: April 23rd, 2018 APPROVED: April 23rd, 2018

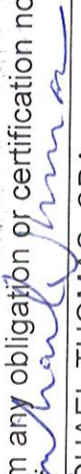
TEST:

SUSAN G. PEASE
CLERK OF COUNCIL

PAMELA E. BOBST
MAYOR

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 23rd day of April, 20 18.


Clerk of Council of the City of Rocky River, Ohio


MICHAEL THOMAS, CPA
Director of Finance

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 21-18 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 23rd DAY OF April, 2018 THAT THE
PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND
CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO
PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH
ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND
THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD
IN ORDINANCE RECORD NO. 21-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 23rd DAY OF
April, 2018.

Angela G. Blase
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO



GPD GROUP
Construction Management Services, Inc.

Cleveland Office
 5595 Transportation Blvd
 Suite 100
 Cleveland, OH 44125
 tel 216.518.5544
 fax 216.518.5545
 www.gpdgroup.com

Ms. Mary Kay Costello
 Director of Public Safety
 City of Rocky River
 21012 Hilliard Boulevard
 Rocky River, Ohio 44116

March 16, 2018
 181205.04

Construction Management Services
CUY US 020-08.01/VAR
Detroit Road/ Wooster Road Resurfacing
(PID No. 85393)

Dear Ms. Costello,

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 included 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 ODOT LPA Local-Let Policies and Procedures. The project is scheduled to bid out in 2018, with construction beginning in June 2018 and concluding in October 2019. Our services will involve providing construction management and inspection services during and post construction for the above referenced project. 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. Attend Public Meetings with the stakeholders, as directed.
- c. Perform wage compliance work
- d. Perform pay applications to conform to ODOT LPA requirements
- e. 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 MacKay Engineering 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, ODOT District 12 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 – 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 (Nick Fini) with extensive knowledge of contract compliance and construction contract administration to manage the inspection team. The Resident Project Engineer will be familiar with all aspects of ODOT Policies and Procedures, and all requirements of ODOT LPA Local-Let Policies and Procedures. Mr. Fini will be assisted by GPD Construction Coordinator Gary Hollo.
- vii. Provide Full-Time Construction Inspection (Mr. Robert McCarthy and assisted by Mr. Rob Woycitzky as needed) – GPD will inspect and record the contractor's daily progress. The anticipated project schedule is estimated at 25 weeks of construction in 2018 and 31 weeks in 2019. For the purposes of pricing, we have anticipated the use of full-time inspection for the 56-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 ODOT Resident Project Engineer, Mackay Engineering 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 or 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 Rocky River. Also, GPD will review all cost and quantities submitted and take part in all negotiations.
 - xvii. Field Quality Control Testing – GPD will work with the independent test lab company, employed by the contractor to perform material testing. We will oversee their efforts and determine the required inspection schedule. 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.
- xxiii. ODOT LPA Compliance – GPD will manage the ODOT LPA Agreement processes and all project coordination. GPD will assist the City in proper documentation preparation and reports to ensure compliance with all requirements. This will also include the assistance in preparation of invoices for purposes of reimbursement from ODOT.

III. Wage Compliance

- a. EEO Compliance
- b. Monitor Wage Updates
- c. Prevailing Wage Site Interviews
- d. Review Certified Payroll
- e. Utilization Reports

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. A statement of quality assurance will be included with this submittal.
- b. Resolution of Miscellaneous Claims and Complaints.
- c. Attend Post Construction

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.

VII. Estimated Fee

GPD Group proposes to perform the above described scope of services for a **Max Fee** of **\$102,556 in 2018** and a **Max Fee** of **\$121,690 in 2019**. We anticipate the expenditure of approximately 3,136 man hours to complete these services. We have included a fee calculation sheet with this letter to itemize our man hours and our fee.

The fee is based upon a two construction seasons work schedule and includes the work reasonably necessary under the scope 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 Rocky River with this exciting project. We are available to begin our services immediately upon authorization. Please do not hesitate to call me should you have any questions. Thank you for your consideration of GPD Group.

Sincerely,
GPD Group



Joseph R. Ciuni, PE PS
Principal

Authorization:

Upon approval, please sign and date below indicating your acceptance and agreement to the scope and fees outlined herein. If applicable, please include the P.O. number.

Name

Date