

FIRST READING: 5.26.20  
SECOND READING: 6.8.20  
THIRD READING: 6.22.20

AMENDED ORDINANCE NO: 32-20

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR OR THE DIRECTOR OF PUBLIC SAFETY-SERVICE TO ENTER INTO A SUPPLEMENTAL AGREEMENT WITH GPD GROUP, FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2018-2019 DETROIT ROAD / WOOSTER ROAD RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$7,310.00 AS FURTHER DESCRIBED IN EXHIBIT "A"

**WHEREAS:** as detailed in Ordinance 21-18 the City of Rocky River entered into a project for the restoration of Detroit Road and Wooster Road and accepted the proposal for Construction Management Services 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); and

**WHEREAS:** the City of Rocky River recognizes the need to supplement the original contract to accommodate contract modifications of Seven Thousand Three Hundred Ten Dollars and 100/100 (\$7,310.00) as further described in the attached 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 or the Director of Public Safety-Service are hereby authorized to enter into a supplemental agreement with GPD Group, 5595 Transportation Blvd., Suite 100, Cleveland, Ohio 44125 in an additional contract amount not to exceed Seven Thousand Three Hundred Ten Dollars and 100/100 (\$7,310.00) as further described in the attached Exhibit "A".

**SECTION 2.** - That funds for said professional design and engineering services shall be paid from 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 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: June 22<sup>nd</sup>, 2020

James W. Moran  
JAMES W. MORAN  
PRESIDENT OF COUNCIL

PRESENTED

TO MAYOR: June 22<sup>nd</sup>, 2020 APPROVED: June 22<sup>nd</sup>, 2020

ATTEST:

Aaron G. Pease  
AARON G. PEASE  
CLERK OF COUNCIL

Pamela E. Bobst  
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 22<sup>nd</sup> day of June, 2020.

Aaron G. Pease  
Clerk of Council of the City of Rocky River, Ohio

City of Rocky River } ss  
County of Cuyahoga }

Michael Thomas  
MICHAEL THOMAS, CPA  
Director of Finance

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. 32-20 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 22<sup>nd</sup> DAY OF June, 2020 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. 32-20

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 22<sup>nd</sup> DAY OF June, 2020.

Aaron G. Pease  
S:\Nakonek\M\Ordinances\Current\2020 Ordinances\Supplemental Agreement with GPD Group for Construction Management Services for the 2018-2019 Detroit Road / Wooster Road Resurfacing Project in an Amount Not to Exceed \$7,310.00 as Further Described in Exhibit "A"  
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO



**GPD GROUP®**  
Geoffrey, Pyle, Scherer, Burns & Eckelstein, 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

December 31, 2019  
2018199.00

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

Dear Ms. Costello,

As discussed GPD Group is pleased to submit this proposal for a Contract Modification to our Construction Management Services Contract authorized by City Council's passage of Ordinance 21-18 in April of 2018. We offer the following:

The Scope of our Services was described in detail in the Contract and it did not include the work required to respond to a Federal Audit. Also the following statements were in the contract:

1. "The project is scheduled to bid out in 2018 with construction beginning in June 2018 and concluding in October of 2019".
2. "The fee is based upon a two construction seasons work schedule and includes work 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".

As we discussed this project was randomly selected for a Federal Audit and we are currently working on the responses to the Feds questions, which is an increase in our scope of work. In addition, the contractor has been granted an extension of time to the Spring of 2020 to complete the proper epoxy striping of the project. The contractor was still working into November and the weather was not conducive to placing epoxy striping, so only temporary paint has been installed. Our inspectors were on the project past the October deadline and will be required one more time in the spring.

Therefore, the GPD Group respectfully requests a contract modification for the following:

1. Project Manager - 10 hours
2. Construction Administrator - 48 hours
3. Inspector - 40 hours

The Fee associated with the above hours (based on the hourly rates listed in our proposal) is Seven Thousand, Three Hundred and Ten Dollars (\$7,310.00).

We thank you for your consideration in this matter and look forward to a successful completion of this project. Please do not hesitate to call me should you have any questions.

Sincerely,  
GPD Group



Joseph R. Ciuni, PE PS  
Director of Public Works, Cleveland

***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.

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Name

Date

ORDINANCE NO: 21-18  
FIRST READING: 3-24-18  
SECOND READING: 4-9-18  
THIRD READING: 4-23-18

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 23<sup>rd</sup>, 2018  
JAMES W. MORAN  
PRESIDENT OF COUNCIL

PRESENTED BY: MAYOR: April 23<sup>rd</sup>, 2018 APPROVED: April 23<sup>rd</sup>, 2018

TEST:

SAN G. PEASE  
CLERK OF COUNCIL

PAMELA E. BOBST  
MAYOR

I, the undersigned clerk of council for 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 23<sup>rd</sup> day of April, 2018.

SAN G. PEASE  
Clerk of Council of the City of Rocky River, Ohio

hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation of certification now outstanding.

MICHAEL THOMAS, CPA  
Director of Finance



**GPD GROUP**  
CONSTRUCTION MANAGEMENT SERVICES

**Cleveland Office**  
5595 Transportation Blvd  
Suite 100  
Cleveland, OH 44125

TEL 216 518 5544  
FAX 216 518 5545  
www.gpdgroup.com

Exhibit "A"

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

March 16, 2018  
181255.04

**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 Woytitzky 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 therefore 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; identify 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).
- xiii. Inform City Safety Chiefs on any revisions required
- xiv. Monitor contractor Performed Continuously Updated As-Builts  
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.

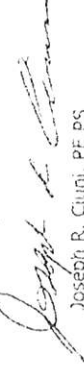
**VII. Estimated Fee**

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