

FIRST READING: 3.15.21

ORDINANCE NO: 14-21

SECOND READING: 3.22.21

THIRD READING: 4.12.21

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DLZ OHIO, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE RESURFACING OF US 6A RAMPS C & D IN AN AMOUNT NOT TO EXCEED \$32,965.00, AS FURTHER DESCRIBED IN EXHIBIT "A"

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 and Proposals for the US 6A Ramps C & D project Construction Management Services, and four (4) responses were received on February 5, 2021, copies of which are available at the Safety Service office; and

WHEREAS: the proposals were reviewed and evaluated by the Director of Public Safety Service, and it was determined to be in the best interest of the City of Rocky River to accept the proposal from DLZ Ohio, Inc. in an amount not to exceed Thirty Two Thousand Nine Hundred Sixty Five Dollars and 00/100 (\$32,965.00) 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 DLZ Ohio, Inc., 614 Superior Avenue, Suite 1000, Cleveland, OH 44113 for the CUY-US 6A Ramp C and Ramp D Construction Management Services in an amount not to exceed Thirty Two Thousand Nine Hundred Sixty Five Dollars and 00/100 (\$32,965.00) as further explained in Exhibit "A".

SECTION 2. That funds for said construction management services shall be paid from the Capital Improvement Fund-Engineering Service account.

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 all facets of this 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 12th, 2021

James W. Moran
JAMES W. MORAN

PRESIDENT OF COUNCIL

PRESENTED

TO MAYOR: April 12th, 2021

APPROVED: April 12th, 2021

ATTEST:

Angela G. Pease
ANGELA 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 12th day of April, 2021.

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

It is 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 hands of collection to the credit of the City of Rocky River, Ohio, and no portion of the same is now outstanding.

Michael Thomas
MICHAEL THOMAS, CPA
Treasurer 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. 14-21 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 12th DAY OF April, 2021 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. 14-21

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 12th DAY OF April, 2021.

Nakonek S./Ordinances & Resolutions/2021 Ordinances/DLZ Ohio CUY 11'S 6A CA
CLERK

Angela G. Pease
COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

Revised Exhibit
ORD No. 14-21



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

February 19, 2021

Mr. Rich Snyder
Director of Public Safety Service
City of Rocky River
21012 Hilliard Blvd.
Rocky River, Ohio 44116

RE: CUY US 006A-0.00 Lake Road Ramps (PID 105892) - DLZ Fee Proposal

Dear Mr. Snyder,

DLZ is pleased to submit our fee proposal for professional services for the Lake Road Ramps Project (CUY US-006A-0.00). For this project, DLZ will provide construction inspection, project management, construction administration, and materials testing for the duration of the project. The Not to Exceed Fee of \$32,965 was calculated based on a construction duration assumed to be six weeks in length, while providing personnel as outlined in the Request for Proposal. The project is expected to occur sometime between March 2021 and October 2021. DLZ will only invoice for actual time spent by inspectors on the site when the contractor is performing work.

Additionally, we show hours for pre-construction and post-construction administrative work anticipated over the course of two weeks both before and after the project. The Fee Proposal shows a breakdown of hours associated with the work pre and post construction. Lastly, the fee proposal includes costs for DLZ to perform materials testing, which is broken down in Attachment "A".

The fee proposal was developed using a standard ODOT calculation sheet. Included as Attachment "B", this calculation sheet incorporates an average of DLZ employee hourly rates combined with DLZ's audited overhead rate the 10% profit margin. DLZ's audited overhead rate of 159% is shown on the Cognizant Review Letter, included as Attachment "C". DLZ will prepare invoices using the project specific ODOT IPS spreadsheet, which will be supplied by ODOT if CA/CI services are funded by ODOT. Or, if these services are at 100% Local Cost, a standard DLZ Invoice showing staff, hours and days worked will be supplied. DLZ intends to invoice on a monthly basis, using the hourly unit rates as shown on the fee proposal.

6144 1st Street NW, Suite 100, Grand Rapids, MI 49503-1000 | OFFICE 215.771.1090 | ONLINE WWW.DLZ.COM

Albion Bellefontaine Bellefonte Berneburg Buffalo Columbus Detroit Flint Fort Wayne Indianapolis Joliet
Kalamazoo Lansing Lexington Louisville Madison Miami Milwaukee Minneapolis Nashville New York
Oak Ridge Oklahoma City Omaha Overland Park Phoenix Portland Raleigh Richmond San Antonio
San Diego San Francisco San Jose Savannah Seattle Springfield St. Louis Tampa Tallahassee
Tomball Tuscaloosa Virginia Beach Washington, DC Wichita Winston-Salem York

Thank you for this opportunity. We look forward to working together with the City of Rocky River on this important project. If you should have any questions about the fee proposal or require further clarification, please do not hesitate to contact me.

Sincerely,



Daniel R. Uhlir, PE
Field Services Department Manager

CC: V. Wildeman, G. Bowen, B. Kirkley, File

COST PROPOSAL SUMMARY FOR
CUY US 006A-0.00 Lake Road Ramps (PID #105892)
Prepared for the City of Rocky River
Prepared by DLZ Ohio, Inc.

This fee proposal was based on the following schedule:
Construction Work: 6 Weeks between March 2021 to October 2021 (6 weeks of work or 30 working days)
Contractor Working Five 8-hour days (40 hrs per week)
Assume 0 hours of OT
Specialty Inspector on site for Electrical work (assume 10 hours)
Specialty Inspector on site for Compaction Testing (assume 16 hours)
Admin. Work for pre-construction services over the course of 2 weeks
Admin. Work for post-construction services over the course of 2 weeks

Proj Mgr. PE (CPE) \$154.00
ODOT Soils & Aggregate Insp. \$93.00
ODOT Traffic & Electrical Insp. \$100.00

DLZ Rates (based off 2.85 multiplier)
Multiplier: ((159.0%+100%)*(10%)+(159.0%+100%)) = 2.85

DLZ Overhead: 159.00%
Profit: 10%

Project Manager (CPE)
Project Inspector (Straght Time)
Project (OT)
Soils & Agg. Inspector
Traffic & Electrical Inspector

Task Description

Pre-Construction Services (over the course of 2 weeks)

Pre-Bid Meeting with ODOT
Pre-Construction Meeting
Create Project Bill of Materials
Develop Project Doc. Control System
Review Submittals (assume 8 at 30 minutes each)

Pre-Construction Services Individual Hours Totals

\$1,232.00	8	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	8	Task hrs	\$1,232.00	Task cost
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Construction Services (6 weeks total)
Management of Construction & Admin (4 hrs per wk; approx. 10%)
Full time Project Inspection (6 wks x 40hrs/wk)
Overtime (nights or weekends) throughout project (none)
Traffic & Electrical Inspection (10 hours)
Soils & Aggregate Inspection (2 days or 16 hours)

Construction Services Individual Hours Totals

\$3,696.00	24	240	0	\$1,488.00	\$1,000.00	\$0.00	\$0.00	\$0.00	290	Task hrs	\$28,024.00	Task cost
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Post Construction Services (over the course of 2 weeks)

Develop and Address Punch List
Project Final Walk Through
Prepare Final Change Order
As-Builts
Final Close Out Document Preparation

Post-Construction Services Individual Hours Totals

\$770.00	5	7	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	12	Task hrs	\$1,407.00	Task cost
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Other Direct Costs

Project Inspector Company Truck (ODOT Rate \$49/day x 30 days)
Soils & Agg. Inspector Company Truck (ODOT Rate \$49/day x 2 days)
Traf. & Elec. Inspector Company Truck (ODOT Rate \$49/day x 1 day)
Materials Testing (See Attachment "A")

Other Direct Costs
Total ODCs: \$2,302

COST PROPOSAL SUMMARY FOR
 CUY US 006A-0.00 Lake Road Ramps (PID #105892)
 Prepared for the City of Rocky River
 Prepared by DLZ Ohio, Inc.

This fee proposal was based on the following schedule.

Construction Work 6 Weeks between March 2021 to October 2021 (6 weeks of work or 30 working days)

Contractor Working Five 8-hour days (40 hrs per week)

Assume 0 hours of OT

Specially Inspector on site for Electrical work (assume 10 hours)

Specially Inspector on site for Compaction Testing (assume 16 hours)

Admin. Work for pre-construction services over the course of 2 weeks



Summary of Parts:
 Pre Construction Services: \$1,232.00
 Construction Services \$28,024.00
 Post Construction Services \$1,407.00
 Other Direct Costs \$2,302

TOTAL FEE PROPOSAL FOR CACI SERVICES: \$32,965

DLZ Overhead: 159.00%
 Profit: 10%
 Multiplier: ((159.0%+100%)*(10%)+(159.0%+100%)) = 2.85

DLZ Rates (based off 2.85 multiplier)

Proj Mgr. PE (CPE) \$154.00
 ODOT Soils & Aggregate Insp. \$93.00
 ODOT Traffic & Electrical Insp. \$100.00

ODOT Project Inspector \$91.00

MATERIALS TESTING COSTS FOR
CUY-US 006A-0.00 Lake Rd. Ramps (PID #105892)

Task	No.				TASK
		DLZ Laboratory Billing Rates			Unit
			Units	Cost	TOTAL
1.0	Testing Description	1.01	Concrete Cylinders	16 ea	\$20 per cylinder
		1.02	Concrete Beams	0 ea	\$60 per beam
		1.03	Moisture Density Curves & Gradation)	0 ea	\$240 per sample
		1.04	Asphalt AC Content/Gradation)	0 ea	\$170 per sample
		1.05	Asphalt MSG	0 ea	\$85 per sample
		1.06	Asphalt BSG	0 ea	\$90 per set of 3 samples
		1.07	Compaction Equipment	2 days	\$50 per day
		1.08	Concrete Equipment	4 days	\$35 per day
		1.10	Routine Electronic Reports	1 mo	\$125 per month
		Total Costs			\$685.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
11/10/16

Agreement No.:
C-R-S:
Firm Name:

PID 105892

CUY-US 006A-0.00

DLZ Ohio

Company Overhead:
Average Overhead:
Cost of Money:

159.00%

159.00%

1.99%

The company records OT premium as:
Does the company anticipate billing overtime?

10%

ODC

Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
Project Manager	No	\$53.75	\$85.46	\$1.07	\$13.92	\$154	N/A
Project Inspector	Yes	\$31.75	\$50.48	\$0.63	\$8.22	\$91	\$106
Soils & Aggregate Inspector	Yes	\$32.48	\$51.64	\$0.65	\$8.41	\$93	\$109
Traffic & Electrical Insp.	Yes	\$34.80	\$55.33	\$0.69	\$9.01	\$100	\$117

¹ **Note:** Rounded the nearest dollar.
² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost, rev. 11/9/2016

Average Raw Rate Calculations per Classification

Agreement No.: PID 105892
C-R-S: CUY-US 006A-0.00
Firm Name: DLZ Ohio

Instructions - Insert classification descriptions in yellow hilighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager		
Is overtime paid at 1.5X? ----->	No Rate	
Daniel Uhlir	\$53.75	
Average Raw Rate		\$53.75

Project Inspector		
Is overtime paid at 1.5X? ----->	Yes Rate	
Karl Hansen	\$29.54	
Kevin Hudnall	\$30.30	
Jeff Hickling	\$35.40	
Average Raw Rate		\$31.75

Soils & Aggregate Inspector		
Is overtime paid at 1.5X? ----->	Yes Rate	
Cory Shryock	\$34.95	
Tad Crothers	\$30.00	
Average Raw Rate		\$32.48

Traffic & Electrical Insp.		
Is overtime paid at 1.5X? ----->	Yes Rate	
David Williams	\$35.20	
Mike Miller	\$34.40	
Average Raw Rate		\$34.80



OHIO DEPARTMENT OF
TRANSPORTATION

**CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW
APPROVAL CERTIFICATE NO. 1502020-SPG-02CR**

All items discussed in this Cognizant Review Approval Certificate refer, respectively, to the following:

Company Name (Consultant/Auditee):	DLZ Corporation
Based on Actual Costs Incurred for Company's Year Ended:	December 31, 2019
Effective Date of Cognizant Approval (ODOT Approval Date):	May 29, 2020
Based on Independent Audit Report Issued by CPA Firm (Auditor):	Somerset CPAs and Advisors

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance.

The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion. We recommend acceptance of the following rates, computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate: 159.00%
Facilities Capital Cost of Money (FCCM) Rate: 1.99%

Overtime Premium. According to the Company's established allocation methodology, as audited by the CPA:

- ☒ Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- ☐ All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.

Note: The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (DOT.CostSubmissions@dot.ohio.gov). The submission is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.

Manager approval by:

Scot P. Gormley

Scot P. Gormley

Financial Program Manager

ODOT Office of External Audits

1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223

614.644.0384

transportation@ohio.gov

For ODOT Use Only:

Posted to Master Schedule:	☒
CSS Database Updated:	☒
RA Tier:	☒ 1 ☐ 2 ☐ 3

AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

This Agreement is entered into as of this [DAY] day of [MONTH], 20[_____] [_____] (hereinafter referred to as the "effective date of the Agreement"), by and between **DLZ OHIO**, hereinafter called "DLZ," located at **614 West Superior, Ste. 1000, Cleveland, Ohio 44113** and the **City of Rocky River**, hereinafter called "Client," located at **21012 Hilliard Boulevard, Rocky River, Ohio 44116**.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of **Ohio**;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire DLZ to perform certain services in connection with **the Lake Road Ramps (PID 105892)**, hereinafter called the "Project" as set forth herein; and

WHEREAS, DLZ desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and DLZ, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

II. COMPENSATION

- A. DLZ shall be compensated as set forth in Exhibit B for services rendered under this Agreement.
- B. DLZ shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to DLZ within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to DLZ within 60 days of the date of an invoice, DLZ may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, DLZ will continue its services.

III. PERIOD OF PERFORMANCE

DLZ agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that DLZ's work and the completion thereof may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion

of certain activities by Client. DLZ shall not be held liable for delays in performance of services hereunder that arise from causes beyond DLZ's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that DLZ has a complete understanding of the scope of services to be performed hereunder. Client shall provide DLZ, in a timely fashion, all information reasonably required for the performance of the services by DLZ to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate **Rich Snyder**, as coordinator of the Project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide DLZ with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that DLZ shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, DLZ's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XII of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE

DLZ shall maintain at DLZ's own expense (1) Commercial General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by DLZ hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions attached hereto as Exhibit C are incorporated herein and made a part of this Agreement.

XII. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to DLZ shall be addressed to: **Daniel Uhlir, PE 614 West Superior, Ste. 1000, Cleveland, Ohio 44113.**
- B. Notices to the Client shall be addressed to: **Rich Snyder, 21012 Hilliard Boulevard, Rocky River, Ohio 44116.**

XIII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist

in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.

F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of **Ohio**.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

DLZ Ohio

City of Rocky River

By: Gary D. Bowen	By:
(Name)	(Name)
(Signature)	(Signature)
Vice President	(Title)
(Title)	(Title)
3/8/2021	(Date)
(Date)	(Date)

Request for Qualifications and Proposal with Letter of Interest
City of Rocky River
Construction Management Contract
Administration and Inspection

CUY-US 006A-00.00
PID No. 105892

City of Rocky River

Response Due Date: February 5, 2021, by 4:00 p.m.

The City of Rocky River is requesting sealed and marked Qualifications (with a letter of interest) from firms to provide Construction Management Services including Construction Contract Administration and Construction Inspection Services, in connection with the City's proposed repair and resurface of Ramp C and Ramp D between Lake Road US-6 and Lake Road US-6A. The proposed project will consist of crosswalk improvements to meet ADA requirements, installation of a new pedestrian sidewalk, and resurfacing asphalt sections on the ramps between Lake Road US-6 and Lake Road US-6A in Cuyahoga County with a project length of 2,409 feet. This project will be completed in summer of 2021.

ESTIMATED CONSTRUCTION COST: \$253,785.00. The City of Rocky River is an Equal Opportunity Owner/Employer.

REQUIRED ODOT PRE-QUALIFICATION. Prime Consultant

CONSTRUCTION INSPECTION AND ADMINISTRATION
Construction Management Firm

COST ACCOUNTING SYSTEM
Unlimited (Prime Consultant Only)

The City prefers to work with the ODOT qualified personnel and a qualified company, and prefers NOT to use pre-qualified persons/firms working towards ODOT certification.

SELECTION SUB-CONTRACTORS

This improvement is being constructed as an LPA Federal Local Let Project by the City of Rocky River and is to be partially funded with Federal funds. The construction management and inspection services should be performed in accordance with all applicable federal and state laws and regulations with oversight by ODOT. Prospective consultants shall demonstrate prior experience with management and inspection of Local-let Federal projects of a similar nature and complexity.

PROJECT SCHEDULE

The project construction schedule is from March, 2021 to October, 2021.

Interviews for select firms will be scheduled the week of February 8, 2021.

It is anticipated that the selected consultant will be authorized to proceed by on or about March, 2021.

DISADVANTAGED BUSINESS ENTERPRISE (DBE / EDGE) requirements:

Review contract requirements in specifications to ensure all requirements are listed and provide missing elements, reviews, approvals and monitoring with all documentation required. The City will expect familiarity with the Consultant Evaluation System and be able to demonstrate ability to set and manage DBE contract participation goals and to actively supervise and check the work being performed and the corresponding documentation required. That will include working with the City to ensure that DBE or EDGE goals are being used by the contractor in a manner appropriate to ODOT and all concerned parties.

SUSPENDED OR DEBARRED FIRMS

Firms included on the current Federal list of firms suspended or debarred are not eligible for selection.

SELECTION PROCEDURES

Based on the proposal, the City will invite a selected number of firms for interviews at the City of Rocky River. The requirements and the Rating Form herein will be used to select the consultants for interview.

Firms interested in being considered for selection should respond by submitting four (4) copies of their Proposal with Qualifications and Letter of Interest to the following address by **4:30** p.m. on the response due February 5, 2021.

Rich Snyder
Director of Public Safety Service
City of Rocky River
21012 Hilliard Blvd.
Rocky River, Ohio 44116

Responses received after the close of business on the specified due date will not be considered.

SCOPE OF SERVICES

The Scope of Services requirements are included below.

REQUIREMENTS FOR LETTERS OF INTEREST, PROGRAMMATIC SELECTION PROCESS

- A. Instructions for Preparing and Submitting a Letter of Interest
1. Provide a letter signed by an officer of the firm. Do not send additional forms, brochures, or other material. Include proof of ODOT qualifications.
 2. Proposals and Letter of Interest shall be on 8 ½ " x 11" single sided pages and shall include the Project Approach (Item B.6 below).
 3. Please adhere to the following requirements in preparing and binding your Proposal:
 - Use 12 point font on 8 ½ x 11 paper.

- Staple one (1) corner only.
- Use page numbers.
- No tabs or anything to interfere in copy machine.

B. Proposal Content

1. List the types of services for which your firm is currently pre-qualified by the Ohio Department of Transportation.
2. List significant sub-consultants, their current pre-qualification categories and the percentage of work to be performed by each sub-consultant.
3. List the Project Manager, field supervisor/engineer, and other key staff members, including key sub-consultant staff. Include Project Engineers/Managers for important disciplines and staff members that will be responsible for the work and the project responsibility of each.

Address the experience of key staff members on similar projects and any pertinent qualifications including resumes or additional information concerning general qualifications.
4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two pages. Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Your firms qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards, procedures and guidance documents; 5) Innovative ideas; 6) Your firms project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.
6. List three (3) projects within the last 6 years that were ODOT projects of similar scope. List a reference and contact phone number and email for each project.
7. Proof of public liability, property damage and personal insurance for business invitee's in the amount of one million dollars (\$1,000,000.00) with the City to be named as additional insured. Certificate of insurance shall forward insurance to the City prior to work commencing. Vendor agrees to hold harmless the City of Rocky River from any injuries or claims made due to any work or an occurrence due to the vendor's negligence.

CITY OF ROCKY RIVER
CONSULTANT SELECTION RATING FORM

Project ID # 105892
CUY-US 006A-00.00
Project Type: Construction Engineering
District: 12

CATEGORY	TOTAL VALUE	SCORE
<i>MANAGEMENT & TEAM</i>		
Project Manager	10	
Strength/Experience of Assigned Staff Including, Field Engineer, Consultants and Subconsultants	25	
Firms current workload/availability of personnel	10	
Consultant's Past Performance	30	
Project Approach	25	
Total	100	

SELECTION PROCESS

Based on the proposals submitted, the City will invite a selected number of firms to interview at the City of Rocky River. The consultants will be ranked based on the Letters of Interest and the interview and within the sole discretion of the City, considering such factors, but not by limitation, as the competence, current workload, past experience and performance, and financial responsibility of the various proposers as required under law. The top ranked consultant will develop and submit their construction management and inspection fees based on a detailed Scope of Services that will be developed in conjunction with the City of Rocky River and ODOT.

After determining the most qualified firm, the City will attempt to negotiate an acceptable maximum contract fee for the work based on the final Scope of Services. This fee and agreement will be placed before the City Council of the City of Rocky River for approval. If the firm and City are unable to reach an agreement, the City will then negotiate for these services with the second ranked firm. If unsuccessful with the second ranked firm, then the City will negotiate with the third ranked firm to reach an agreement.

The City reserves the right to reject any or all proposals, modify or postpone the proposed scope of services, or accept the proposal that, in the City's sole judgment, is in its best interest. The City also reserves the right to waive any minor defects or informalities in the proposal process.

AGREEMENT

The Ohio Department of Transportation will prepare the City of Rocky River Consultant Agreement which will be transmitted to the City of Rocky River through the District. A copy of the executed City of Rocky River/Consultant Agreement will be returned to Consultant Services.

COMMUNICATION RESTRICTIONS

Please note the following policy concerning communication with the City of Rocky River during the programmatic announcement and selection process:

- During the time period between the advertisement and the announcement of final consultant selections, the City will not communicate with consultants (or their agents) regarding the status of the selection process, or entertain any communications related to marketing, etc.
- Before public bidding of the project, final plans will be available for viewing by appointment only with the Mackay Engineering Office of the City of Rocky River, 440-886-4500.

ADDITIONAL REQUIREMENTS FOR SELECTED CONSULTANT

The Consultant selected must carry insurance policies in sufficient amounts to be determined by the City, which hold the City and ODOT, their elected and appointed officials, and employees harmless from claims, suits, etc., of the firm's employees or equipment used for the Project on those items listed in the Scope of Services. In addition, coverage must be provided to protect itself from claims under worker's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than employees; and from destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which the firm may be legally liable. Limits on the insurance shall meet the ODOT requirements. The City of Rocky River, and ODOT shall be listed as additional insureds on a policy. The successful proposer also must fully comply with the financial responsibility and assurance required by Ohio Revised Code Section 9.33 – 9.333.

SCOPE OF SERVICES

CITY OF ROCKY RIVER
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS
MANAGEMENT SCOPE OF SERVICES

Project Specific Services

Project Name	CUY-US 006A-00.00 Resurface of Ramp C and Ramp D between Lake Road US-6 and Lake Road US-6A
PID	105892
Project Description	The proposed project will consist of crosswalk improvements to meet ADA requirements, installation of a new pedestrian sidewalk, and resurfacing asphalt sections on the ramps between Lake Road US-6 and Lake Road US- 6A in Cuyahoga County with a project length of 2,409 feet.
Work Description	Construction Management Services including Construction Contract Administration and Construction Inspection Services.
Scope of Services Meeting Date	To be announced

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2013 or latest revision.

Consultant must also make itself familiar with the LPA Agreement between Rocky River and ODOT and meet the requirements of this document.

The Consultant shall also manage the LPA agreement process and all project coordination with ODOT, including the process for the receipt of state and federal funds, and for the review and distribution of those funds to sub-consultants in accordance with the appropriate agreements, including but not limited to Federal NOACA funds and LPA Construction Contract Administration Agreements.

The consultant shall provide an experienced licensed professional engineer as Construction Project Engineer (CPE) to perform construction management and oversee inspection services. The CPE shall serve as the City's liaison with the Contractor working through the Contractor's superintendent and assist him/her in understanding the detailed scope and intent of the contract documents. The CPE shall also assist the City in the bidding process, and contractor selection process, as set forth herein.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector	1	
Structures Inspector		
Coatings Inspector		
Traffic & Electrical Inspector	1	
Soils & Aggregate Inspector	1	
Construction Engineer Level 1		
Construction Engineer Level 2		
Non-Prequalified Personnel	Approximate Number Required	Notes
Documentation Clerk		
Other		

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The services of the CPE shall consist of coordinating all aspects of the construction of the project for the City of Rocky River, in accordance with the plans and specifications and the LPA Federal Local Let Project Agreement. Further, the CPE complies with all directives issued by the ODOT Construction Monitor (CM) and the City of Rocky River Engineer. The City of Rocky River Engineer has authority over all decisions regarding design issues. The Construction Management Phase will commence with a written "Notice to Proceed" upon execution of the Contract and terminate upon issuance of the Final Certificates for Payment for the Project by the City. The physical construction phase will commence with a "Notice to Proceed" to the Contractor when directed by the City. The CPE will be the City's authorized representative during the construction phase to coordinate, monitor and administer the work of the Contractor, and shall advise and consult with the City regarding all aspects of the Project. The CPE will have the authority to act on behalf of the City consistent with the terms and conditions set forth in the Agreement. The ODOT CM and the CPE's contact is the City of Rocky River Engineer.

The table below includes the specific services required for this agreement.

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
POST AWARD				
X Preconstruction Conference	X		X	
ACTIVE PROJECT ADMINISTRATION				

Provide fully equipped office near the project corridor.				X	
Daily Field Engineering, testing, and Inspection.	X			X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION					
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X			X	
Asphalt, Concrete & Aggregate Field Testing				X	
Field Inspection of Materials from ODOT Certified Sources				X	
Review and approve mix designs, shop drawings, and catalog cuts.				X	
Monitoring and Documentation of Materials Management Process	X			X	
PROJECT DOCUMENTATION					
Daily Diaries				X	
Documentation of Quantities, Completed & Accepted				X	
Prepare, sign, and distribute all construction correspondence.				X	
Monitoring of Project Documentation	X			X	
ACTIVE PROJECT MANAGEMENT					
Progress Meetings	X			X	
Coordinate and monitor contractor's work.				X	
Ensure compliance with applicable health and safety requirements.				X	
Resolve all vibration, noise, and dust complaints from the public.				X	
Coordinate and resolve all traffic related issues, including drive access.				X	
Schedule Tracking and Updates	X			X	
PAYMENT & REIMBURSEMENTS					
Contractor Payment				X	

Summary of Progressive Payment				X	
Invoice and Reimbursement Preparation				X	
Review and Approval of Reimbursement Request	X		X		
CONTRACT CHANGES					
Negotiation and Preparation of Change Orders				X	
Concurrence on significant Change Orders for Reimbursement	X		X		
CLAIMS MANAGEMENT					
Claims Negotiation and Approval of Resolution				X	
Approval of Funding for Resolution	X			X	
Monitoring and Documentation of Claims Management Process	X			X	
PREVAILING WAGE COMPLIANCE					
Wage Interviews, Payroll Reviews				X	
Resolution of Underpaid Wages				X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X			X	
EEO AND DBE CONTRACT COMPLIANCE					
EEO/DBE Contract Requirements – documentation, goal compliance				X	
Bulletin Board Monitoring				X	
Review and Approval of Contractor DBE Waivers	X			X	
Commercially Useful Function Reviews				X	
Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X			X	
PROJECT FINALIZATION					
Final Inspection and Acceptance	X		X	X	

Resolution of Punch list Items				X	
Agreement of Final Quantities, Payment				X	
Final Payment to Contractor, Release of Responsibility				X	
Preparation of Project Closeout Documents				X	
Review and Approval of Finalization Documents	X			X	
Completion of LPA Contract Administration Evaluation	X			X	

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	
Paint Inspection Kit in accordance with CMS 514.05.		
The type and number of vehicles, either cars or trucks, for use on-site.	1	

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into Site Manager (e.g. prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

a. High school diploma or GED.

- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

III. COMPENSATION

- A. The City of Rocky River shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the City of Rocky River prior to being incurred.
- B. The City will award the work on a not to exceed basis. If work outside the scope of the agreement is required, a request must be made in writing to the City and approved, in writing. If required hours outside, to be approved by the City and paid from contingency. No change orders for this project will be acceptable.

IV. INVOICING

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City of Rocky River does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Rocky River may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Rocky River may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.43 of the Specifications for Consulting Services, 2010 Edition. Proposals shall indicate what plan will be put in place if consultant assigned to City of Rocky River is unable to attend work and will include confirmation that the person meets or exceeds those credentials of the person not in attendance.

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the City of Rocky River. No compensation will be provided for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE CITY OF ROCKY RIVER

- A. The City of Rocky River will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The City of Rocky River will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

COMPLETION TIME:

Anticipated Authorization to Proceed will be in March, 2021, and Construction Engineering, Administration, Inspection and Testing services completion is anticipated to be October, 2021.

TYPE OF AGREEMENT AND FEE PROPOSAL:

NO FINANCIAL TERMS OR FINANCIAL PROPOSAL WILL BE PRESENTED AT THIS TIME IN ACCORDANCE WITH LAW.

A price proposal will later be requested from the highest ranked firm. The price proposal and agreement will be in accordance with ODOT standards and requirements.

COMPLIANCE WITH CERTAIN FEDERAL AND STATE LAWS:

Proposers shall comply with applicable anti-terrorism requirements: reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

OTHER REQUIRED PROPOSAL DOCUMENTS:

The following attached documents also must be fully completed, executed and returned with each Proposal:

1. Statement as to Interested Parties
2. Non-Collusion Affidavit
3. Delinquent Personal Property Statement
4. Affirmative Action Certificate
5. Declaration and Representation In Accordance With O.R.C. §9.24 (Unresolved Findings for Recovery)
6. Certification and Representations In Accordance With O.R.C. §3517.13 (As Amended)
7. The Proposal itself must be executed by the Proposer

RE: CUY US 006A-0.00 Lake Road Ramps (PID 105892) - DLZ Fee Proposal

The fee proposal was developed using a standard ODOT calculation sheet. Included as Attachment "B", this calculation sheet incorporates an average of DLZ employee hourly rates combined with DLZ's audited overhead rate the 10% profit margin. DLZ's audited overhead rate of 159% is shown on the Cognizant Review Letter, included as Attachment "C". DLZ will prepare invoices using the project specific ODOT IPS spreadsheet, which will be supplied by ODOT if CA/CI services are funded by ODOT. Or, if these services are at 100% Local Cost, a standard DLZ Invoice showing staff, hours and days worked will be supplied. DLZ intends to invoice on a monthly basis, using the hourly unit rates as shown on the fee proposal.

Thank you for this opportunity. We look forward to working together with the City of Rocky River on this important project. If you should have any questions about the fee proposal or require further clarification, please do not hesitate to contact me.

Sincerely,



Daniel R. Uhlir, PE
Field Services Department Manager

CC: V. Wildeman, G. Bowen, B. Kirkley, File

COST PROPOSAL SUMMARY FOR
CUY US 006A-0.00 Lake Road Ramps (PID #105892)
Prepared for the City of Rocky River
Prepared by DLZ Ohio, Inc.

This fee proposal was based on the following schedule:
Construction Work: 6 Weeks between March 2021 to October 2021 (6 weeks of work or 30 working days)
Contractor Working Five 8-hour days (40 hrs per week)
Assume 0 hours of OT
Specialty Inspector on site for Electrical work (assume 10 hours)
Specialty Inspector on site for Compaction Testing (assume 16 hours)
Admin. Work for pre-construction services over the course of 2 weeks
Admin. Work for post-construction services over the course of 2 weeks

DLZ Overhead: 159.00%
Profit: 10%
Multiplier: ((159.0%+100%)*10%)+(159.0%+100%) = 2.85

Proj Mgr PE (CPE) \$154.00
ODOT Soils & Aggregate Insp. \$93.00
ODOT Traffic & Electrical Insp. \$100.00

DLZ Rates (based off 2.85 multiplier)

Admin. Work for post-construction services over the course of 2 weeks						
Task Description		Pre-Construction Services (over the course of 2 weeks)				
Project Manager (CPE)	Project Inspector (Straght Time)	Inspector (OT)	Soils & Agg. Inspector	Traffic & Electrical Inspector		
1	1	1	1	1	1	1
1	1	1	1	1	1	1
4	1	1	1	1	1	1
8	0	0	0	0	0	8
\$1 232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1 232.00
Pre-Construction Services Individual Hours Totals		Pre-Construction Services Individual Cost Totals				
Review Submittals (assume 8 at 30 minutes each)						
Develop Project Doc. Control System						
Create Project Bill of Materials						
Pre-Construction Meeting						
Pre-Bid Meeting with ODOT						
Pre-Construction Services (over the course of 2 weeks)						
Contractor Working Five 8-hour days (40 hrs per week)						
Assume 0 hours of OT						
Specialty Inspector on site for Electrical work (assume 10 hours)						
Specialty Inspector on site for Compaction Testing (assume 16 hours)						
Admin. Work for pre-construction services over the course of 2 weeks						
Admin. Work for post-construction services over the course of 2 weeks						
Pre-Construction Services (over the course of 2 weeks)						
Pre-Construction Services Individual Cost Totals						
Task hrs		Task cost				
8		\$1 232.00				

Construction Services (6 weeks total)						
Management of Construction & Admin (4 hrs per wk; approx. 10%)	24	240				
Full time Project Inspection (6 wks x 40hrs/wk)						
Overtime (nights or weekends) throughout project (none)						
Traffic & Electrical Inspection (10 hours)						
Soils & Aggregate Inspection (2 days or 16 hours)						
Construction Services Individual Hours Totals	24	240	0	16	10	290
Construction Services (6 weeks total)						
Task hrs	Task cost					
290	\$28,024.00					

Post Construction Services (over the course of 2 weeks)						
Develop and Address Punch List	1	6				
Project Final Walk Through	1	1				
Prepare Final Change Order	1	1				
As-Builts	2					
Final Close Out Document Preparation	5	7	0	0	0	12
Post-Construction Services Individual Hours Totals	5	7	0	0	0	12
Post-Construction Services (over the course of 2 weeks)						
Task hrs	Task cost					
12	\$1,407.00					

Other Direct Costs
Project Inspector Company Truck (ODOT Rate \$49/day x 30 days)
Soils & Agg. Inspector Company Truck (ODOT Rate \$49/day x 2 days)
Traff. & Elec. Inspector Company Truck (ODOT Rate \$49/day x 1 day)
Materials Testing (See Attachment "A")

\$1,470
\$98
\$49
\$685
Total ODCs \$2,302

COST PROPOSAL SUMMARY FOR
 CUY US 006A-0.00 Lake Road Ramps (PID #105892)
 Prepared for the City of Rocky River
 Prepared by DLZ Ohio, Inc.

This fee proposal was based on the following schedule:
 Construction Work: 6 Weeks between March 2021 to October 2021 (6 weeks of work or 30 working days)
 Contractor Working Five 8-hour days (40 hrs per week)
 Assume 0 hours of OT
 Specially Inspector on site for Electrical work (assume 10 hours)
 Specially Inspector on site for Compaction Testing (assume 16 hours)
 Admin. Work for pre-construction services over the course of 2 weeks



Summary of Parts:

Pre Construction Services:	\$1,232.00
Construction Services	\$28,024.00
Post Construction Services	\$1,407.00
Other Direct Costs	\$2,302

TOTAL FEE PROPOSAL FOR CACI SERVICES:	\$32,965
---------------------------------------	----------

MATERIALS TESTING COSTS FOR
CUY-US 006A-0.00 Lake Rd. Ramps (PID #105892)

Task No.		Unit	Unit Cost	TASK TOTAL
	DLZ Laboratory Billing Rates			
		Units		
1.0	Testing Description			
1.01	Concrete Cylinders	16 ea	\$20 per cylinder	\$320.00
1.02	Concrete Beams	0 ea	\$60 per beam	\$0.00
1.03	Moisture Density Curves & Gradation)	0 ea	\$240 per sample	\$0.00
1.04	Asphalt AC Content/Gradation)	0 ea	\$170 per sample	\$0.00
1.05	Asphalt MSG	0 ea	\$85 per sample	\$0.00
1.06	Asphalt BSG	0 ea	\$90 per set of 3 samples	\$0.00
1.07	Compaction Equipment	2 days	\$50 per day	\$100.00
1.08	Concrete Equipment	4 days	\$35 per day	\$140.00
1.10	Routine Electronic Reports	1 mo	\$125 per month	\$125.00
Total Costs				\$685.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
11/10/16

Agreement No.:
C-R-S:
Firm Name:

PID 105892

CUY-US 006A-0.00

DLZ Ohio

Company Overhead:
Average Overhead:
Cost of Money:
Net Fee %:
The company records OT premium as:
Does the company anticipate billing overtime?

159.00%

159.00%

1.99%

10%

ODC

Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
Project Manager	No	\$63.75	\$85.46	\$1.07	\$13.92	\$154	N/A
Project Inspector	Yes	\$31.75	\$50.48	\$0.63	\$8.22	\$91	\$106
Soils & Aggregate Inspector	Yes	\$32.48	\$51.64	\$0.65	\$8.41	\$93	\$109
Traffic & Electrical Insp.	Yes	\$34.80	\$55.33	\$0.69	\$9.01	\$100	\$117

¹ **Note:** Rounded the nearest dollar.
² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.
rev. 11/9/2016

Average Raw Rate Calculations per Classification

Agreement No.: PID 105892
C-R-S: CUY-US 006A-0.00
Firm Name: DLZ Ohio

Instructions - Insert classification descriptions in yellow hlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager		
Is overtime paid at 1.5X? ----->	No Rate	
Employee Name or I.D	Rate	
Daniel Uhler	\$53.75	
Average Raw Rate		\$53.75

Project Inspector		
Is overtime paid at 1.5X? ----->	Yes Rate	
Employee Name or I.D	Rate	
Karl Hansen	\$29.54	
Kevin Hudnall	\$30.30	
Jeff Hickling	\$35.40	
Average Raw Rate		\$31.75

Soils & Aggregate Inspector		
Is overtime paid at 1.5X? ----->	Yes Rate	
Employee Name or I.D	Rate	
Cory Shryock	\$34.95	
Tad Crothers	\$30.00	
Average Raw Rate		\$32.48

Traffic & Electrical Insp.		
Is overtime paid at 1.5X? ----->	Yes Rate	
Employee Name or I.D	Rate	
David Williams	\$35.20	
Mike Miller	\$34.40	
Average Raw Rate		\$34.80



OHIO DEPARTMENT OF TRANSPORTATION

CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW APPROVAL CERTIFICATE NO. 1502020-SPG-02CR

All items discussed in this Cognizant Review Approval Certificate refer, respectively, to the following:

Company Name (Consultant/Auditor):	DLZ Corporation
Based on Actual Costs Incurred for Company's Year Ended:	December 31, 2019
Effective Date of Cognizant Approval (ODOT Approval Date):	May 29, 2020
Based on Independent Audit Report Issued by CPA Firm (Auditor):	Somerset CPAs and Advisors

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance.

The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion. We recommend acceptance of the following rates, computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate: 159.00%
Facilities Capital Cost of Money (FCCM) Rate: 1.99%

Overtime Premium. According to the Company's established allocation methodology, as audited by the CPA:

- ☒ Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- ☐ All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.

Note: The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (DOT.CostSubmissions@dot.ohio.gov). The submission is due no later than six months after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.

Manager approval by

Scot P. Gormley

Scot P. Gormley

Financial Program Manager
ODOT Office of External Audits
1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223
614 644 0384
transport@dot.ohio.gov

For ODOT Use Only:

Posted to Master Schedule:	☒
CSS Database Updated:	☒
RA Tier:	☒ 1 ☐ 2 ☐ 3

EXHIBIT [C]

DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.