

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTIONS, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE WOOSTER ROAD RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$79,638.50, 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 Construction Management Services for the Wooster Road Resurfacing Project, and six (6) responses were received on December 27, 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 Quality Control Inspection, Inc. in an amount not to exceed Seventy Nine Thousand Six Hundred Thirty Eight Dollars and 50/100 (\$79,638.50) 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 Quality Control Inspection, Inc., 9500 Midwest Avenue, Garfield Hts., Ohio 44125 for the CUY-Wooster Road Resurfacing project Construction Management Services in an amount not to exceed Seventy Nine Thousand Six Hundred Thirty Eight Dollars and 50/100 (\$79,638.50) 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: February 28th, 2022


JAMES W. MORAN THOMAS J. HUNT
PRESIDENT OF COUNCIL PRO-TEM

PRESENTED
TO THE MAYOR: February 28th, 2022

APPROVED: February 28th, 2022

TEST:

SUSAN G. PEASE
CLERK OF COUNCIL


PAMELA E. BOBST
MAYOR

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 28th day of February, 2022.


MICHAEL THOMAS, CPA
Director of Finance


Clerk of Council of the City of Rocky River, Ohio

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 5222 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 28th DAY OF February, 2022, 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. 0-22

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 28th DAY OF
February, 2022.

Aileen G. O'Neil
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

Quality Control Inspection, Inc.

9560 Mantol Avenue, Confield Heights, Ohio 44123

Telephone 440 359-1900 Fax 440 359-1913

EXHIBIT "A"

Engineering Support Services. Quality on the job



January 14, 2022

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

Re: Fee Proposal for LPA Contract Administration, Inspection and LPA Confirmation Testing
Services of CUY-Wooster Road Resurfacing Project, PID 112497 Project.

Dear Mr. Snyder:

Per your letter of January 5, 2022 requesting a fee proposal for LPA Contract Administration, Inspection and LPA confirmation material testing of the CUY-Wooster Road Resurfacing Project, PID 112497 Project, we are pleased to provide you our proposal. The services and associated costs presented herein are in strict adherence to the Ohio Department of Transportation (ODOT), Locally Administered Transportation Projects "Manual of Procedures."

General Information:

QCI has considered the following information in preparing our cost proposal to the City of Rocky River:

1. The City of Rocky River CUY-Wooster Road Resurfacing Project, PID 112497 Project Bid Book Public Notice to Bidders and which was to be read aloud on December 20, 2021 at 12 noon at 21012 Hilliard Boulevard, Rocky River, Ohio 44116, in the Council Chambers.
2. The City of Rocky River CUY-Wooster Road Resurfacing Project, PID 112497 Project Plan Set pages 1 through 20 prepared by Mackay Engineering & Surveying Company of 7017 Pearl Road, Cleveland, Ohio 44130, Stamped by Michael Mackay, PE in the State of Ohio 55592 but not signed or dated.
3. QCI's Fee Estimate Work Sheet dated January 5, 2022 (Attachment A).

Schedule and Scope of Services:

QCI's fee proposal assumes the following anticipated phases and dates of service:

- A. Pre-Construction Phase: Commencing ahead of the project start date. From May 23, 2022 to June 5, 2022 for 14 calendar days just prior to the Contractor starting construction. This phase includes hours for the pre-construction conference with ODOT, Preconstruction Meeting with the Contractor, and Submittal Reviews.
- B. Construction Phase: Commencing on or about June 6, 2022 and reaching Final Completion on or about September 3, 2022 for a total of 90 calendar days. Includes LPA Contract Administration, Inspection Services and confirmation Materials Testing.

Cleveland • Columbus • Philadelphia



Mr. Rich Snyder
City of Rocky River
January 14, 2022

Engineering Support Services. Quality on the job.

- C. Post Construction Phase: Commencing on September 4, 2022 and ending on October 4, 2022 for a total of 30 calendar days. Includes project close out services including preparation and attendance at final audit.

The project has a total construction duration of 13 weeks.

QCI's proposal includes \$9,615.00 for the use of Intertek PSI USA of 5555 Canal Road, Cleveland, Ohio 44125, who is an ODOT Prequalified and AASHTO accredited testing laboratory, for any verification materials testing required. Materials testing services will comply with LPA contract administration requirements. QCI is not responsible for any testing identified as the Contractor's responsibility within the Contract Documents.

Fee:

The attached Fee Proposal provides QCI's costs, as proposed for construction project engineering services and has been prepared in a format previously accepted by ODOT for LPA Federal Local-Let Projects. The verification testing services utilized are scheduled, monitored, and managed by QCI.

QCI's total for services as described above is \$79,638.50. The hours used to establish the above costs are summarized in the attached Project Hours Spreadsheet (Attachment A)

The City has indicated that payment for the LPA Contract Administration, Inspection and Testing Services will be with the use of federal funds. QCI will provide ODOT IPS invoices for approval by the City of Rocky River. The City, or ODOT if the City chooses the direct payment method, will remit payments to Quality Control Inspection, Inc. of 9500 Midwest Avenue, Garfield Heights, Ohio 44125.

QCI's estimate of probable cost is based on the aforementioned information as contained within this proposal. QCI developed this proposal without the approved contractor's schedule. Once the contractor's schedule has been reviewed and approved, this proposal may require adjustments to correlate our services to the actual hours and schedule of the contractor. Any substantial changes in scope of services, tasks, duration, hours, unknown conditions, project staffing, delays, or extension outside of our control, may require an adjustment to our fee.



Mr. Rich Snyder
City of Rocky River
January 14, 2022

Engineering Support Services - Quality on the job.

Rates:

QCI's rates and services are as follows:

- a. **Project Manager/Construction Project Engineer** - \$108.54 per hour worked.
- b. **Project Inspector** - \$87.95 per hour, per person. Work authorized by the City which exceeds a total of 40 hours per week, will be regarded as an extra for which compensation will be in the sum of \$127.08 per hour, per person for each extra hour worked.
- c. **Traffic & Electrical Inspector** - \$81.47 per hour, per person. Work authorized by the City which exceeds a total of 40 hours per week, will be regarded as an extra for which compensation will be in the sum of \$118.01 per hour, per person for each extra hour worked.
- d. **EEO/Prevailing Wage/Document Controls (DC)** - \$58.29 per hour worked.
- e. **Communications** - \$88.54 per hour worked
- f. **OWNER** shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours, but has not exceeded a four (4) hour working period, and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- g. Reimbursable expenses: mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items. Reimbursable expenses will require prior approval by the City of Rocky River.

If the above proposal is acceptable to the City of Rocky River, upon your recommendation for approval to ODOT, they should provide the agreement between QCI and the City of Rocky River.

Should you have any questions, concerns or require any additional information, please do not hesitate to contact me at 440-359-1900.

Sincerely,


Rick Capone
President

REC/gc
Enclosures

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City of Rocky River, Ohio

ODOT LPA Construction Management for the CUY - Wooster Rd Resurfacing PID 112497

ATTACHMENT A

Phase by Week	Months	Description	Category	W/C	HR	Total Hrs	Rate	Sub-Total	Total	Notes
2	0.25	0 Pre-Construction Phase - May 23 '22 to Jun 5, '22 (14 cal days)	Project Inspector	2	4	8	87.95	703.60		Prepare for and attend Preconstruction Conference
			EEO/Prevailing Wage/Doc Clerk	2	0	0	58.29	0.00		Prepare and administrate the Pre Construction Meeting
			PM/CPE	2	8	16	108.54	1,736.64	2,440.24	Preconstruction Services/Precon conference
13	2.5	Construction Phase - Jun 5, '22 to Sept 3, '22 (90 cal days)	Project Inspector	12	40	480	87.95	42,216.00		Full Time Inspection
			Project Inspector OT	12	4	48	127.08	6,099.84		10% Overtime is included in fee proposal
			Traffic & Electrical Inspector	1	8	8	61.47	651.76		
			Traffic & Electrical Inspector OT	1	0	0	118.01	0.00		
			EEO/Prevailing Wage/Doc Clerk	13	1	13	58.29	757.77		
			Communications	13	1.5	20	88.54	1,726.53		
			PM/CPE	13	6	104	108.54	11,288.16	62,740.06	Submittal Reviews / ODOT Admin
4	1.4	Post - Construction Phase - Sept 4, '22 to Oct 4, '22 (30 cal days)	Project Inspector	4	2	8	87.95	703.60		Punch List inspections Confirmations
			EEO/Prevailing Wage/Doc Clerk	4	2	8	58.29	466.32		
			PM/CPE	4	8	32	108.54	3,473.28	4,643.20	Project Close Out Services
19	3.75	= Sub-Total =							69,823.50	
		Reimbursable: Supplies, Marking Paint, Paper, Expenses						200.00		
		PS: Vehicles and Testing Consumables, including labor						9,615.00		Confirmation Testing Only
		= Total =							\$79,638.50	

QCI Estimated Hours and Rates for Construction Engineering & Inspection

	Hours	Rate	Total
Project Inspector	496	\$87.95	\$43,623.20
Project Inspector OT	48	\$127.08	\$6,099.84
Traffic & Electrical Inspector	8	\$81.47	\$651.76
Traffic & Electrical Inspector OT	0	\$118.01	\$0.00
EEO/Prevailing Wage/Doc Clerk	21	\$58.29	\$1,224.09
Communications	20	\$88.54	\$1,770.80
Project Manager / CPE	152	\$108.54	\$16,498.08
QCI Estimated Hours Sub-Total:			\$69,823.50
Resource/Task	Unit	Rate	Total
Vehicles & Testing Consumables	1	\$9,615.00	\$9,615.00
QCI Estimated Total:			\$9,615.00
Resource/Task	Unit	Rate	Total
Reimbursable	1	\$200.00	\$200.00
QCI Estimated Total:			\$200.00
Total QCI Estimated Cost Proposal Const. Admin & Insp Services			\$79,638.50

Fee Proposal Prepared By
Quality Control Inspection, Inc
9500 Midwest Avenue
Garfield Heights, Ohio 44125
Mark Pace
1/5/2022

CITY OF ROCKY RIVER
AGREEMENT NO. 37350

This Agreement No. 37350 entered into this _____ day of _____, 2022, by and between City of Rocky River, acting by and through the Mayor, hereinafter referred to as the City, and Quality Control Inspection, Inc., hereinafter referred to as the Consultant, with an office located at 9500 Midwest Avenue, Garfield Heights, OH 44125.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform construction contract administration and inspection services as may be authorized by the City for the resurfacing of Wooster road from the South Corporation Limit to Center Ridge Road (US-20) in the City of Rocky River in Cuyahoga County, Ohio, identified as CUY WOOSTER ROAD.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection and Administration

Actual costs plus a fixed fee per hour worked as authorized for each Group delineated below. The maximum prime compensation shall not exceed Sixty-Nine Thousand, Two Hundred Sixty-Nine Dollars and Forty-Three Cents (\$69,269.43). All costs shall be included in the maximum prime compensation.

Fixed Fees Per Hour Worked are established as follows:

Group	Fixed Fee	Group	Fixed Fee	Group	Fixed Fee
1	\$3.23	9	\$13.55	17	\$23.87
2	\$4.52	10	\$14.84	18	\$25.16
3	\$5.81	11	\$16.13	19	\$26.45
4	\$7.10	12	\$17.42	20	\$27.74
5	\$8.39	13	\$18.71	21	\$29.03
6	\$9.68	14	\$20.00	22	\$30.32
7	\$10.97	15	\$21.29	23	\$31.61
8	\$12.26	16	\$22.58	24	\$32.91

Part 2: Construction Materials Testing

Actual costs plus a fix fee of Zero Dollars (\$0.00.00) plus Unit of Work Compensation for laboratory services as established on the attached Construction Materials Special Testing Rate Schedule dated January 4, 2022. However, the maximum prime compensation shall not exceed Nine Thousand Six Hundred Fifteen Dollars (\$9,615.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Seventy-Nine Thousand, Eighty-Four Dollars and Forty-Three Cents (\$79,084.43).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor.

QUALITY CONTROL INSPECTION, INC.

By: _____

Title: _____

CITY OF ROCKY RIVER

Pamela Bobst
Mayor

APPROVED AS TO FORM:

By: _____

Title: _____