

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH K. E. MCCARTNEY & ASSOCIATES AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director has solicited quotations for construction contract administration and inspection services for the Moore Road Paving Project; and

WHEREAS, the Public Works Director and Public Service Committee reviewed said quotations and recommended K. E. McCartney & Associates of Mansfield, Ohio; and

WHEREAS, Council coming now to consider said quotations has determined the quote submitted by K. E. McCartney & Associates to be the best responsive quotation and is acceptable to this Council.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with K. E. McCartney & Associates of Mansfield, Ohio, for the purpose of retaining professional services to provide construction contract administration and inspection services for the Moore Road Paving Project. The Agreement shall state among its terms that the cost of said personal services shall not exceed \$189,554.20. (Exhibit A)

Section No. 2: Upon completion of said construction inspection services, the Director of Finance is hereby directed to deliver to K. E. McCartney & Associates the warrant of this City in an amount not to exceed \$189,554.20 and to cause said warrant to be paid.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of managing the construction process and providing inspection services for this project, thus for the health, safety, and

welfare of the citizens of Avon Lake. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

PASSED: 4/25/2022

/s/ Martin E. O'Donnell

President of Council

POSTED: 4/29/2022

APPROVED: 4/26/2022

ATTEST: /s/ Valerie E. Rosmarin
Clerk of Council

/s/ Gregory J. Zilka
Mayor



April 8, 2022

Joseph Reitz, P.E.
City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012

Re: **Proposal for Construction Administration & Inspection**
LOR-CR78-0.80 Moore Rd
PID No. 111593

Dear Mr. Reitz:

Enclosed, please find the proposal to provide Construction Contract Administration and Inspection Services for the above referenced project. The proposal was prepared in accordance with ODOT requirements for submittal on LPA Local Let Projects and includes the following:

- Scope of Services and Compensation
- ODOT's Fixed Fee per Hour Calculations
- Copies of Professional Liability Insurance, Vehicle Insurance, and BWC Certificates
- Attachment 2 for Direct Payment by ODOT

KEM proposes to provide Construction Engineering Services per the attached "Exhibit A", invoiced on an hourly rate basis as required. The specific needs for this project will vary depending on the contractor's schedule, critical items of work and weather conditions.

Upon approval by the City of Avon Lake, the proposal should be submitted to ODOT so they can prepare the formal agreement.

K.E. McCartney & Associates, Inc. appreciates the opportunity to be considered for providing services to the City of Avon Lake and we look forward to working with you and your staff on this project. If there are any questions or further information is required, please give me a call.

Sincerely,
K.E. McCARTNEY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Brian P. Sarratore".

Brian P. Sarratore
Construction Services Manager

Enclosures

"EXHIBIT "A"

**Scope of Services and Compensation
LOR-CR78-0.80 Moore Rd
PID No. 111593**

A. Duties and Responsibilities

K.E. McCartney & Associates, Inc. (ENGINEER) shall provide project coordination, construction administration and inspection services and shall serve as the City of Avon Lake's (CITY) liaison with the Contractors and assist them in understanding the detailed scope and intent of the Contract Documents. The ENGINEER shall provide an experienced licensed professional engineer to oversee all construction activities for the Project. The ENGINEER shall comply with all ODOT Local Let requirements related to construction contract administration activities.

B. Construction Administration Phase

The ENGINEER will coordinate and conduct the Pre-Construction meeting.

The ENGINEER will respond to all Requests for Information submitted by the Contractor or CITY during construction.

The ENGINEER will schedule and conduct regular progress meetings.

The ENGINEER will be responsible for tracking the work schedule and updates.

The ENGINEER shall act as a liaison between the CITY and the Contractor.

The ENGINEER will assist the CITY in the review and negotiation of Contractor change order requests.

The ENGINEER will provide administrative support for the resident project engineer and field personnel. Clerical support is also to be provided for the field staff for the preparation of reports and other project documentation.

The ENGINEER shall supply experienced technicians to perform site inspection. These technicians shall work under the direct supervision of the registered professional engineer described above.

The ENGINEER shall perform all functions of Prevailing Wage, EEO and DBE Compliance for the CITY. The ENGINEER shall perform and record prevailing wage interviews as required. Violations and/or discrepancies to be resolved prior to project closeout.

The ENGINEER shall transmit to the Contractor all clarifications and modifications to the Contract Documents as directed by the CITY.

The ENGINEER shall transmit the CITY all reasonable requests for modifications to the Contract Documents from the Contractor.

The ENGINEER shall provide assistance to the CITY in coordinating and communicating the work with affected property owners.

C. Resident Inspector Phase

Construction Inspection

The ENGINEER'S Inspector(s) shall be present during all critical on-site activities by the Contractor and conduct observations of the work in progress to determine compliance with contract requirements.

The ENGINEER'S Inspector shall be present during and shall verify results for all field quality control tests required by the Contract. The ENGINEER'S Inspector will verify that the Contractor is maintaining adequate records.

The ENGINEER'S Inspector shall attend all pre-construction, construction progress, post construction and other meetings between the CITY and the Contractor.

Reports

The ENGINEER shall furnish the CITY detailed and legible written and verbal daily reports detailing the progress of the work, tabulated quantity expenditures, commentary on quality control events, progress on the construction schedule, contacts with members of the public, all test data, and any other comments relative to the project.

The ENGINEER shall notify the CITY of proposed non-routine test, inspections, or major phases of work.

The ENGINEER'S Inspectors shall submit all reports on standard forms accepted by the CITY and ODOT.

The ENGINEER shall call to the attention of the Contractor any and all deviations from the Contract Documents, any shortcomings in maintenance of traffic or any unnecessary inconveniences imposed on access to private properties. Any lack of corrective action or lack of cooperation shall immediately be referred to the CITY for further action.

The ENGINEER shall reject non-specified materials, either during the submittal phase, or as they arrive at the project site.

The ENGINEER shall determine the accuracy of Contractor pay requests and resolve discrepancies with the Contractor as an agent of the CITY. Pay requests shall then be forwarded to the CITY with recommendations, resulting tabulated item balances, work completed, and

materials and equipment delivered to the site but not incorporated in the work. All pay requests will be reviewed by the CITY, in correlation with the daily reports, prior to processing. All pay requests disputes between the ENGINEER and the Contractor will be resolved by the CITY.

Testing

The ENGINEER shall provide field quality control construction testing services of Contractor-placed materials in compliance with Contract and ODOT requirements.

Project Completion

The ENGINEER shall submit to the Contractor and the CITY a list of observed deficiency items that require correction.

The ENGINEER shall conduct inspections with the CITY and Contractor after the Contractor has addressed the deficiency list and prepares a new list of deficiencies, if needed.

The ENGINEER shall verify all contract items have been completed and make acceptance recommendations to the CITY.

The ENGINEER shall provide all required Contract Administration and supervision of the performance of its on-site personnel and shall insure that the requirements of the contract are fulfilled. The ENGINEER'S Project Manager shall be the point of contact for the CITY in regard to Contract performance and administration and shall act in a general consulting capacity to the CITY with regard to constructability issues.

The ENGINEER shall prepare all closeout documentation and files required by ODOT, including review of those files with ODOT representatives.

The authority of the ENGINEER shall have the following limitations, except as duly authorized in writing by the CITY and agreed upon by the ENGINEER:

- Deviations from the Contract Documents and any changes in materials or equipment shall not be authorized.
- The ENGINEER will not perform any function that is the responsibility of the Contractor or any of the Contractor's suppliers or sub-contractors.
- No directives shall be expressed to the Contractor as to the means, methods, techniques, sequences, or procedures of construction outside of those detailed in the contract documents or as directed by the CITY.
- No directives shall be expressed as the Contractor's safety programs or procedures.
- The ENGINEER shall not be liable for defective work, acts of omission or operating procedures of the Contractor.

D. Compensation

1. Professional services will be provided on an hourly rate basis, per the attached ODOT Hourly Rate Calculation and Fixed Fee Schedules.
2. Vehicle reimbursement will be at the daily rate of \$49.00 for company owned vehicles and at 0.52 per mile for employee-owned vehicles.
3. Concrete Control Kit reimbursement will be at the daily rate of \$15.00.
4. Subconsultant costs will be invoiced at actual costs.
5. KEM anticipates utilizing GeoSci, for material testing services related to subgrade, asphalt and concrete lab testing.
6. KEM can provide necessary services immediately upon authorization to proceed.
7. The maximum prime compensation shall not exceed \$189,554.20. All costs shall be included in the prime compensation.

SUBMITTED BY:
K.E. MCCARTNEY & ASSOCIATES, INC.



Brian P. Sarratore
Construction Services Manager

APPROVED BY:
City of Avon Lake



Cost Proposal Breakdown

Construction Management and Inspection Services
 Contract Duration = 5 Months
 Est. Start Date: 5/2/2022 Completion: 9/30/2022

LOR-CR78-0.80
 City of Avon Lake
 PID No. 111593

Labor <u>Task</u>	Estimated Hours		
	<u>Proj. Mgr.</u>	<u>Proj. Eng.</u>	<u>R.P.R.</u>
Pre Construction Meeting	8.0	8.0	---
Scheduling	10.0	---	---
Project Updates for Owner	20.0	10.0	---
Shop Drawing & Materials Review	24.0	32.0	---
Const. Progress Meetings	20.0	5.0	---
Progress Payments	12.0	8.0	---
On Site Inspection \ Coordination	100.0	1,100.0	---
On Site Testing	---	30.0	---
Certified Payrolls\ DBE \ EEO (Wage Interviews)	10.0	20.0	---
Reports & Records	32.0	40.0	---
Project Closeout \ Internal Audit	40.0	40.0	---
ODOT Audits (Interim & Final)	8.0	8.0	---
Post Construction Finalization	8.0	8.0	---
Total Hours	292.0	1,309.0	-
Avg. Hourly Rate	\$ 140.00	\$ 105.00	\$ 90.00
Sub Total - Labor	\$ 40,880.00	\$ 137,445.00	\$ -
	Total - Labor		<u>\$ 178,325.00</u>

Remarks: Labor Rates Include allowable overhead and net fee per attached breakdown.

Reimbursables

Testing \ Subconsultants:		
Geotech Compaction Testing	\$	2,000.00
Asphalt Testing per 448	\$	3,000.00
Concrete Cylinders - 3 Cylinders @ \$15/per break	\$	450.00
Concrete Control Testing Equipment - 1 Day @ \$15/day	\$	150.00
Sub Total - Testing	\$	5,600.00
Vehicles: Vehicle for R.P.R. & Project Engineer @ \$49.00/day		
Estimated Mileage for Proj. Mgr. & Proj. Eng. at current	110 \$	5,390.00
O.D.O.T allowable rate of \$0.52/mile	460 \$	239.20
Total - Reimbursables	\$	<u>11,229.20</u>
Grand Total	<u>\$ 189,554.20</u>	