Ordinance #051 - 2020

Authorizing The Mayor, Finance Director And Director Of Public Service To Enter Into An Agreement With Greenman-Pederson, Inc. (GPI), 601 West Bagley Road, Berea, Ohio 44017 To Provide Professional Construction Administration & Inspection Services For The LUC-Seaman Road/Yarrow Street Bridge Replacements Project (PID 107148) In An Amount Not To Exceed One Hundred Twenty Thousand, Five Hundred Seventy-Three Dollars and 00/100 ($120,573.00); And Declaring An Emergency

Summary And Background

The City of Oregon has received federal grant funding through the Ohio Department of Transportation (ODOT) for replacing the Seaman Road and Yarrow Street Bridges over Otter Creek.

The Director of Public Service requested qualification statements from consultants to provide professional construction administration and inspection services for the LUC-Seaman Road/Yarrow Street Bridge Replacements Project (PID 107148).

A Letter of Interest with qualifications was only received from the firm of Greenman-Pederson, Inc. (GPI). Based on a complete review of their qualifications submitted and a meeting with representatives of GPI, the Department of Public Service found GPI to be a qualified consultant for the project.

The said project is included in the approved 2020 CIP Budget under 350.7429.52540 & 350.7430.52540. **Now, Therefore,**

Be It Ordained By The Council Of The City Of Oregon, Ohio, That:

Section 1. The Mayor, Finance Director and Director of Public Service are hereby authorized to enter into an agreement with Greenman-Pederson, Inc. (GPI), 601 West Bagley Road, Berea, Ohio 44017 to provide professional construction administration & inspection services for the LUC-Seaman Road/Yarrow Street Bridge Replacements Project (PID 107148) in an amount not to exceed One Hundred Twenty Thousand, Five Hundred Seventy-Three Dollars and 00/100 ($120,573.00) in accordance with "Exhibit A", attached hereto and made a part hereof.

Section 2. Oregon City Council hereby appropriates and authorizes the transfer of $65,000.00 from 350.7424.57735; and approves the necessary appropriation of $20,000.00 into Account 350.7429.52540 and $45,000.00 into Account 350.7430.52540 for the purpose of providing additional funds necessary for the authorized work in Section 1 above.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this Ordinance complies with the provisions of Article III, Section 9 of the city Charter as amended.

Section 4. This Ordinance is hereby declared to be an emergency measure and shall take effect upon its passage and signature by the Mayor. The reason for the emergency lies in the fact that this Ordinance is necessary for the City of Oregon to hire a consultant to proceed with the project in order to meet ODOT funding requirements and begin construction in a timely manner.

Vote on passage as an emergency: Yeas 7 Nays 0 Abs 0

Passed as an emergency measure: March 23, 2020

President of Council

APPROVED:

Mayor

ATTEST:

Clerk of Council

"Exhibit A"

GPI

Engineering | Design | Planning | Construction Management

March 11, 2020

Mr. Paul Roman, PE
Director of Public Service – City of Oregon
5330 Seaman Road
Oregon, OH 43616

Subject: LUC-Seaman Road/Yarrow Street
PID 107148
Construction Administration/Inspection Services Cost Proposal- *Revised*

Dear Mr. Roman:

In accordance with instructions provided in our scope of services meeting on February 27, 2020, and pursuant to the City's March 3, 2020 requested revisions, Greenman-Pedersen, Inc. (GPI) is pleased to submit our revised Cost Proposal to provide Construction Administration, Inspection, and Materials Testing Services for the replacement of the Seaman Road and Yarrow Street Bridges.

All services shall be provided as dictated in Section II, "Scope of Work" of the Project RFQ document of February 3, 2020 and comply with The Ohio Department of Transportation's LPA Local Let Projects requirements.

The revised proposal is based upon the following parameters:

- Notice to Proceed estimated April 2020.
- Construction Inspection through September 2020
- Project Management from April 2020 – September 2020, including Project Closeout
- Overtime included at 40 hours/month for June/July/August,120 hours total
- Removed the estimated cost for work to be performed by TTL and Associates. This work will be direct billed through a separate City Contract with TTL.
- Split the inspection hours separately to reflect approximately 60% of the cost for Seaman Road and 40% for Yarrow Street. Billing will be a single invoice with separate tasks for each structure.

The proposed amount conforms with ODOT's complied 85th percentile CE&I cost percentages tabulations.

Should you have any questions or need additional information please do not hesitate to contact me. GPI appreciates the opportunity to build a relationship with the City of Oregon on this Project.

Sincerely,

GREENMAN-PEDERSEN, INC.

Douglas Hedrick, PE, PS
Vice President

GPI

Seaman Road and Yarrow Street Bridge Replacements
Construction Inspection / Contract Administration
Cost Proposal

Seaman Road Bridge

		Hours per Month											
	Hourly Rate	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Total Cost
LABOR CALCULATION													Hours
Director of Construction Services													$ -
Project Manager	$ 150.00		25	25	25	25	25	25					150 $ 22,500.00
Project Structures Inspector - Reg	$ 75.00		48	100	100	100	100	48					496 $ 37,200.00
Project Structures Inspector - OT	$ 109.00				25	25	25						75 $ 8,175.00
VEHICLE CALCULATION													Days
Project Structures Inspector @ $49 / day	$ 49.00		6	14	15	15	15	6					71 $ 3,479.00
Project Manager	N/A												0 $ -

Subtotal: $ 71,354.00

Yarrow Street Bridge

		Hours per Month											
	Hourly Rate	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Total Cost
LABOR CALCULATION													Hours
Director of Construction Services													$ -
Project Manager	$ 150.00		15	15	15	15	15	15					90 $ 13,500.00
Project Structures Inspector - Reg	$ 75.00		32	76	76	76	76	32					368 $ 27,600.00
Project Structures Inspector - OT	$ 109.00				15	15	15						45 $ 4,905.00
VEHICLE CALCULATION													Days
Project Structures Inspector @ $49 / day	$ 49.00		4	8	10	10	10	4					46 $ 2,254.00
Project Manager	N/A												0 $ -

Subtotal: $ 48,259.00

TOTAL COST ESTIMATE

Director of Construction Services	$ -
Project Manager	$ 36,000.00
Project Structures Inspector - Reg	$ 64,800.00
Project Structures Inspector - OT	$ 13,080.00
Vehicle - Project Structures Inspector	$ 5,733.00
Vehicle - Project Manager	$ -
Build-a Form (2 Seats @ $80 each, 6 months)	$ 960.00
TOTAL:	**$ 120,573.00**

CITY OF OREGON
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS MANAGEMENT SCOPE OF SERVICES

Project Specific Services

Project Name	**LUC-Seaman Rd and Yarrow St Bridge Replacements**
PID	**107148**
Project Description	The services include construction inspection/administration services for replacement of the Seaman Road Bridge over Otter Creek and the Yarrow Street Bridge over Otter Creek in Lucas County with a total project length of approximately 0.1 mile. The proposed work consists of replacing the existing bridges 28 ft span precast reinforced concrete flat topped three-sided structures with reinforced concrete wingwalls on spread footings. The project also includes some minimal roadway, drainage, pavement, erosion control, maintenance of traffic and miscellaneous work required to complete the bridge improvement.
Work Description	Consultant's work includes but not limited to: construction engineering, project management, inspection, materials testing and/or documentation of the Work performed by the City's Contractor. The services performed in accordance with the Ohio Department of Transportation, "Construction and Materials Specifications" and City of Oregon procedures, directives and other requirements. The Consultant will provide services to monitor the construction work on a full or part-time basis and report the city contractor's work and determine whether such work complies with the State's contract requirements to the Local Public Agency/Person in Responsible Charge. The Construction Project Engineer (CPE), appointed by the Consultant will act upon the behalf of the city for the completion of the contract. Consultant will perform City's duties of reviewing payrolls for compliance with DBE and EEO requirements.
Scope of Services Meeting Date	TBD

I. GENERAL REQUIREMENTS

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

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	
Project Structure Inspector	1	
Soils & Aggregate Inspector	1	As Needed
Construction Engineer Level 1	1	As Needed
Non-Prequalified Personnel	**Approximate Number Required**	**Notes**

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 table below includes the specific services required for this agreement.

		Responsibility		
PRIMARY TASK	**ODOT Oversight**	**LPA**	**CONSULTANT**	**NOTES**
POST AWARD				
Preconstruction Conference	X	X	X	The Firm's Project Manager and Inspector shall attend.
ACTIVE PROJECT ADMINISTRATION				
Daily Field Engineering 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	
Monitoring and Documentation of Materials Management Process	X		X	

PROJECT DOCUMENTATION				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X		X	
ACTIVE PROJECT MANAGEMENT				
Progress Meetings	X		X	
Schedule Tracking and Updates	X		X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment		X		
Summary of Progressive Payment				
Invoice and Reimbursement Preparation		X		
Review and Approval of Reimbursement Request	X	X	X	
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders		X	X	Requires LPA Approval
Concurrence on significant Change Orders for Reimbursement	X	X	X	Requires LPA Approval
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution		X	X	Requires LPA Approval
Approval of Funding for Resolution	X	X		
Monitoring and Documentation of Claims Management Process	X			
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages		X	X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X			
EEO AND DBE CONTRACT COMPLIANCE				

EEO/DBE Contract Requirements			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			
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X		
Resolution of Punch list Items		X	X	
Agreement of Final Quantities, Payment		X	X	Requires LPA Approval
Final Payment to Contractor, Release of Responsibility		X	X	Requires LPA Approval
Preparation of Project Closeout Documents			X	
Review and Approval of Finalization Documents	X	X		Requires LPA Approval
Completion of LPA Contract Administration Evaluation	X			

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	If needed
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 SiteManager (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 Oregon 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 Oregon prior to being incurred.

B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

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 Oregon, 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 Oregon may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Oregon 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."

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 Oregon. 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 OREGON

A. The City of Oregon will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.

B. The City of Oregon will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

VIII. ODOT CONSTRUCTION INSPECTION/ADMINISTRATION PREQUALIFICATION POLICY - REQUIREMENTS FOR INTERIM WORK STATUS

In an effort to assist individuals in becoming prequalified with ODOT to provide construction inspection and administration services, the City of Oregon will allow individuals that lack only the experience requirement to work on an interim basis. In this way, individuals that meet the Degree/Certifications requirements can gain experience towards full prequalification. In this type of arrangement, the prime consulting firm will remain responsible for the quality of the work, and must actively supervise the individual and monitor the work being performed. This process is limited to the following prequalification categories and subject to the requirements listed below.

A. Project Inspector

1. The individual must met all Degree/Certifications requirements except that Level 1 NICET certification is acceptable. Level 2 NICET certification will still be required for full prequalification.

2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project that includes at least one other prequalified project inspector working on a full time basis.

B. Construction Engineer Level 1

1. The individual must met all Degree/Certifications requirements.

2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project with construction costs less than $2,000,000.

When submitting a letter of interest for a project in which this arrangement is proposed, the firm must list employees proposed to work on this basis and demonstrate that the above requirements have been met.

"Exhibit A"
cont.

CITY OF OREGON

AGREEMENT NO. 34671

This Agreement No. 34671 entered into this_____day of_____, 20 , by and between City of Oregon, acting by and through the City engineer, hereinafter referred to as the City and GPI, hereinafter referred to as the Consultant, with an office located at 601 West Bagley Rd., Berea, OH 44017

W I T N E S S E T H:

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 Inspection and keeping of records and documents, Construction Inspection and Testing as may be authorized by the City of Oregon for replacement of the Seaman Road and Yarrow Street Bridges in City of Oregon in Lucas County, Ohio, identified as LUC-Seaman Rd & Yarrow St Brdg Rpl

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & 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 & Project Schedule transmittal letter together with the updated Invoice & 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 – Seaman Road Bridge

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed Seventy One Thousand Three Hundred Fifty Four Dollars (71,354.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

Firm Name	*Classification*	*Hourly Rate*	*Overtime Premium Rate*
GPI	Project Manager	$150.00	$150.00
GPI	Project Inspector	$75.00	$109.00

Part 2: Construction Inspection – Yarrow Street Bridge

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed Forty Eight Thousand Two Hundred Fifty Nine Dollars (48,259.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

Firm Name	*Classification*	*Hourly Rate*	*Overtime Premium Rate*
GPI	Project Manager	$150.00	$150.00
GPI	Project Inspector	$75.00	$109.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is One Hundred Twenty Thousand Five Hundred Seventy-Three Dollars ($120,573.00).

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).

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 City Safety Service Director.

GPI

By: _____

Title: _____

City of Oregon

_____

~~Safety~~ Public Service Director

APPROVED AS TO FORM:

By: _____

Title: _____