City of Oregon, Ohio, 5330 Seaman Road, Oregon, OH 43616-2633

Ordinance 026 **-2022**

Authorizing The Mayor, Finance Director And Director Of Public Service To Enter Into An Agreement With Greenman-Pederson, Inc. (GPI), 4125 Highlander Parkway, Suite 50, Richfield, Ohio 44286 To Provide Professional Construction Administration & Inspection Services For The LUC – Oregon Trail Bikeway – Phase 4 (PID 111544) In An Amount Not To Exceed Forty-Two Thousand Six Hundred Twenty Dollars and 00/100 ($42,620.00); And Declaring An Emergency

Summary And Background

The City of Oregon has received federal grant funding through the Ohio Department of Transportation (ODOT) for the construction of a 10' bike path (LUC-Oregon Trail Bikeway – Phase 4, PID 111544) between Brown Road and Pickle Road.

The Director of Public Service requested qualification statements from consultants to provide professional construction administration and inspection services for the LUC – Oregon Trail Bikeway – Phase 4 (PID 111544).

A Letter of Interest with qualifications were received from DGL Consulting Engineers, LLC; Greenman-Pederson, Inc. (GPI); MAAKIL Group, Ltd.; Mannik & Smith Group; Proudfoot Associates, Inc.; TTL Associates, Inc.

Based on a complete review of their qualifications submitted, the Department of Public Service found GPI to be the most qualified consultant for the project.

The said professional construction administration and inspection services cost is included in the approved 2022 Municipal Budget in account 306.7548.52540. **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), 4125 Highlander Parkway, Suite 50, Richfield, Ohio 44286 to provide professional construction administration & inspection services for the LUC – Oregon Trail Bikeway – Phase 4 (PID 111544) in an amount not to exceed Forty-Two Thousand Six Hundred Twenty Dollars and 00/100 ($42,620.00) in accordance with "Exhibit A", attached hereto and made a part hereof.

Section 2. 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 3. 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 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: February 14, 2022

President of Council

Approved:

Mayor

Attest:

Clerk of Council

"Exhibit A"

GPI

Engineering | Design | Planning | Construction Management

February 4, 2022

Mr. Rodney Shultz, PE
Deputy City Engineer
5330 Seaman Road
Oregon, OH 43616

Subject: Oregon Trail Phase 4 Bikeway
PID No. 111544
Construction Administration / Inspection Services Cost Proposal

Dear Mr. Shultz:

In accordance with your scope details provided on February 2, 2022, Greenman-Pedersen, Inc. (GPI) is pleased to submit our Cost Proposal to provide Construction Administration and Inspection Services for the Oregon Trail Phase 4 Bikeway Project.

All services shall be provided as dictated in Section II, "Scope of Work" of the Project RFQ document of January 3, 2022, and comply with The Ohio Department of Transportation's LPA Local Let Project requirements.

The proposal is based upon the following parameters:

- Notice to Proceed estimated April 2022.
- Construction Inspection for two (2) months, from May 1, 2022 to June 30, 2022
- Project Management from April 2022 – July 2022, including Project Closeout
- No Overtime is included

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 continue our partnership with the City of Oregon on this Project.

Sincerely,

GREENMAN-PEDERSEN, INC.

Douglas Hedrick, PE, PS
Vice President

GPI

City of Oregon
Oregon Trail Phase 4 Bikeway
Construction Inspection / Contract Administration
Cost Proposal

2022 Construction Cost Estimate

		Hours per Month													
		Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22		
LABOR CALCULATION	**Hourly Rate**													**Hours**	**Total Cost**
Project Manager / Construction Engineer 2	$ 160.00				10	25	25	15						75	$ 12,000.00
Project Inspector - Reg	$ 79.50					176	176							352	$ 27,984.00
Project Inspector - OT	$ 115.50													0	$ -
														Subtotal:	$ 39,984.00

		Days per Month													
		Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22		
VEHICLE CALCULATION	**Daily Rate**													**Days**	
Project Inspector @ $49 / day	$ 49.00					22	22							44	$ 2,156.00
Project Manager @ $49 / day	$ 49.00													0	$ -
														Subtotal:	$ 2,156.00

REPORTING	**Monthly Rate**														
Build-a Form (2 Seats @ $80 each, 3 months)	$ 80.00					2	2	2						6	$ 480.00

TOTAL: $ 42,620.00

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

Project Specific Services

Project Name	**LUC-Oregon Trail Phase 4 Bikeway**
PID	**111544**
Project Description	The services include construction inspection/administration services for the construction of a 10' wide asphalt shared beginning south of Pickle Road at Oakfield Drive to Brown Road with a project length of approximately 0.5 mile. The proposed work consists of excavation, aggregate base, asphalt concrete, drainage, signage, pavement markings, erosion control items, and miscellaneous work required to complete the project.
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	
Construction Engineer Level 1	1	
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		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	X	X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages		X	X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X	X	X	
EEO AND DBE CONTRACT COMPLIANCE				
EEO/DBE Contract Requirements		X	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.		
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.		
Paint Inspection Kit in accordance with CMS 514.05.		
The type and number of vehicles, either cars or trucks, for use on-site.		

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 City of Oregon 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.

CITY OF Oregon

AGREEMENT NO. 37409

This Agreement No. 37409 entered into this _____ day of _____, 20___, by and between City of Oregon, Lucas County, acting by and through the Mayor, hereinafter referred to as the City and Greenman-Pedersen, Inc. hereinafter referred to as the Consultant, with an office located at 4125 Highlander Parkway, Suite 50, Richland, OH 44286.

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 Construction Administration as may be authorized by the City for TAP funded project to construct a 10' bike path, Oregon Trail Bikeway - Phase 4 in Lucas County, identified as LUC Oregon Trail Bikeway Phase 4, PID 111544.

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 and Construction Administration.

Actual costs plus a fixed fee per hour worked as authorized for each Group delineated below. The maximum prime compensation shall not exceed Forty

Two Thousand Six Hundred Twenty Dollars ($42,620.00). All costs shall be included in the maximum prime compensation.

Fixed Fees Per Hour Worked are established as follows:

Group	Fixed Fee
1	$3.23
2	$4.52
3	$5.81
4	$7.10
5	$8.39
6	$9.68
7	$10.97
8	$12.26

Group	Fixed Fee
9	$13.55
10	$14.84
11	$16.13
12	$17.42
13	$18.71
14	$20.00
15	$21.29
16	$22.58

Group	Fixed Fee
17	$23.87
18	$25.16
19	$26.45
20	$27.74
21	$29.03
22	$30.32
23	$31.61
24	$32.91

Compensation shall be further limited as follows:

(a) Vehicles furnished by the Consultant shall be compensated on a daily rate basis of Forty-Nine Dollars ($49.00) for automobiles or trucks.

(b) The use of Build-a-Form by the consultant shall be compensated at a monthly rate of Eighty Dollars for three (3) months for two (2) seats.

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 (https://budget.ohio.gov/TravelRule).

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 of the City of Oregon.

Greenman-Pedersen, Inc.

By: _____

Title: _____

City of Oregon, Lucas County

_____

Mayor

APPROVED AS TO FORM:

By: _____

Title: _____