

Service 2/25/14
CA 3/4/14
1st R 3/18/14
2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO. 9901-2014

INTRODUCED BY: Mayor Thomas J. Coyne

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO
AGREEMENTS FOR PROFESSIONAL CONSTRUCTION
MANAGEMENT SERVICES IN CONNECTION WITH THE
ENGLE ROAD RESURFACING PROJECT (PID 85361),
AND DECLARING AN EMERGENCY**

WHEREAS, by and through Resolution No. 2-2013, passed February 19, 2013, the Mayor advertised a request for Qualifications and Proposals for construction management services, including construction contract administration, inspection services and materials testing for the construction of the Engle Road Resurfacing Project (PID 85361) in the City of Brook Park; and

WHEREAS, Council previously, through Ordinance No. 9745-2011, authorized the Mayor to enter into agreements as may be necessary and appropriate to complete the Project; and

WHEREAS, the Mayor has executed a LPA Non-Federal Local-Let Project Agreement with the Ohio Department of Transportation to fund a portion of the Project; and

WHEREAS, pursuant to Revised Code Section 9.332, an ad hoc selection committee has evaluated the submitted Qualifications received for construction management services, and has ranked no fewer than three firms which it considers to be most qualified to provide the required professional construction management services; and

WHEREAS, the City has negotiated a contract with Quality Control Inspection, Inc., the firm ranked most qualified to perform the required services in accordance with law and subject to approval by Council; and

WHEREAS, the City is desirous of proceeding to award and enter into a contract for such services;

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that;

SECTION 1: That this Council hereby finds and determines that the proposal submitted by Quality Control Inspection, Inc. for professional construction management and related services in connection with the Engle Road Resurfacing Project (PID 85361), to resurface Engle Road from Sheldon Road to Brookpark Road, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State of Ohio, as well as those requirements set forth in the City's request for Qualifications and Proposals; that said firm is the most qualified firm to perform the construction management services in connection with the Project; that after negotiations, the compensation being requested is deemed to be fair and reasonable; and that the criteria set forth in Ohio Revised Code Sections 9.331 through 9.333 for

the selection of professional construction management services and negotiation of a contract have been met. All other Qualifications and Proposals for this contract are hereby rejected; and any informalities or minor defects in the process are hereby waived.

SECTION 2: That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with Quality Control Inspection, Inc. to provide construction management and related services in connection with the Engle Road Resurfacing Project, in accordance with the terms and conditions set forth in the firm's proposal on file with Euthenics, Inc. Consulting City Engineer and the contract attached hereto as Exhibit A and incorporated herein by reference, which in all respects is hereby approved, and in an amount not to exceed Two Hundred Fifty-Four Thousand, Six Hundred Seventy-Two Dollars and Fifty Cents (\$254,672.50).

SECTION 3: That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with Euthenics, Inc. to coordinate the process and provide support services in accordance with the terms and conditions set forth in the proposal attached hereto as Exhibit B and incorporated herein by reference, which in all respects is hereby approved, and in an amount not to exceed Thirty-Nine Thousand, Eight Hundred Twenty-Four Dollars and Fifty-Nine Cents (\$39,824.59).

SECTION 4: The money needed to complete the aforesaid transaction shall be paid from funds theretofore appropriated or to be appropriated for said purpose and such other State and local funds made available for the Project, including but not limited to the Ohio Department of Transportation Urban Paving Program funding.

SECTION 5: 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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 6: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said Agreements in order to commence the aforesaid road improvement Project in a timely manner, meet the obligations imposed for State funding, to improve City roadways and promote highway safety, and conserve public funds, therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: March 18, 2014 _____
PRESIDENT OF COUNCIL Dennis P. Patten

ATTEST: Michelle Blazak APPROVED: _____
CLERK OF COUNCIL MAYOR

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 9901-2014 passed on the 18th day of March 2014 by said council.
Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinance/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5500 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.
commencing March 19, 2014
Michelle Blazak
MICHILLE BLAZAK
Clerk of Council

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CONNECTNESS
[Signature]
DIRECTOR OF LAW

Quality Control Inspection, Inc.

40 Tarbell Avenue, Bedford, Ohio 44146
Telephone 440-359-1900 Fax 440-359-1935

Engineering support services. Quality on the job.



February 7, 2014

Mr. Edward Piatak, P.E.
Consultation City Engineer
City of Brook Park
6161 Engle Road
Brook Park, OH 44142

Re: Revised Proposal for Construction Project Engineering and
Inspection Services for the Resurfacing of Engle Road (SR 291) PID
No. 85361

Dear Mr. Piatak:

As you have requested, due to changes to contract dates of the above project, Quality Control Inspection, Inc. (QCI) has re-reviewed our original proposal for LPA construction project engineering and inspection services, dated May 24, 2013. Based on these changes we respectfully submit this revised Not-to-Exceed (NTE) estimate of probable cost 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:

1. QCI has reviewed and familiarized ourselves with the LPA Non-Federal Local-Let Project Agreement, Number 25016 signed by the City of Brook Park on October 15, 2012.
2. Because this is a Non-Federal Local-Let Project, we understand our contract will be directly with the City of Brook Park and exempt from the ODOT IPS form of invoicing which is typically associated with Federal LPA projects. Therefore, the City of Brook Park will be responsible for all Construction Engineering, Contract Administration, and Inspection fees on this project. The contract will be an hourly-based rate of pay compensation. The project will have ODOT oversight for compliance to the federal standards outlined in the City of Brook Park Agreement 25016.
3. QCI has reviewed the contract documents prepared by Euthenics Inc. of 8235 Mohawk Drive, Strongsville, Ohio, including plan sheets 1 thru 92. The plans have been stamped with the Engineer's seal of Ronald A. Bender, P.E., and signed and approved by the Mayor of Brook Park, Mark J. Elliott, and the Consulting City Engineer, Edward R Piatak, P.E., on March 11, 2013. Additional documents include the Contract book 1201, Bid Form and contract Documents for CUY-291-2.05, Engle Road/Henry Ford Blvd. (SR 291) Resurfacing Project, PID 85361 that are marked Preliminary Drawing.



Mr. Edward R. Piatak, P.E.
City of Brook Park
January 31, 2014

4. Per our discussions, the projects revised schedule reflects a spring of 2014 start of construction. Estimated project dates are as follows: Bid – February 2014. Start of Construction – April 1, 2014 and Final Completion - December 27, 2014. Estimated construction duration for this proposal is 270 calendar days.
5. QCI's proposal and NTE Estimate of Probable Cost assumes the following phases of service:
 - A. Pre-Construction Phase: commencing approximately four weeks ahead of the Project start date.
 - B. Construction Phase: commencing and completing as described in number 4 above.
 - C. Post Construction Phase: approximately four weeks from the date of Final Completion, for project closeout.

Based on a project completion date of December 27, 2014, QCI's services shall be complete on or before January 26, 2015.
6. QCI will provide the following project staffing for the purpose of administering and inspecting the project per the requirements of the LPA Manual of Procedures: Ohio licensed engineer to serve as the LPA Construction Project Engineer (CPE), Resident Project Representatives for inspection of materials and workmanship of the contractor, and a document controller to maintain and manage all project records including electronic data.
7. QCI will use PSI for verification testing and sampling of materials required. This proposal has established an allowance of \$14,000.00 for verification testing services per of the projects work.
8. Reimbursable expenses; means the actual expenses incurred directly or indirectly, in connection with the project including: expendable materials, on- site project mileage at the ODOT approved \$0.556 per mile and subsistence incidental thereto; reproduction of plans, drawings, and specifications and other direct costs for similar project related items that are not considered a part of QCI's overhead. Reimbursable expenses will require prior approval by the City.
9. QCI will utilize our "Support Service Plan" for Local Let Projects for identifying, coordinating, and assigning ODOT LPA procedural items to various project participants. These items and required project deliverables will be coordinated with the ODOT LPA Monitor and LPA Public Employee in Responsible Charge for the delivery of the project.



Mr. Edward R Piatak, P.E.
 City of Brook Park
 January 31, 2014

- QCI's services include the required engineering standard of care as described in the LPA Manual of Procedures and LPA Non-Local-Let Project Agreement. At stages appropriate to the work, we will perform verification monitoring by way of conducting an internal examination(s) of our project files and we will examine the files of the LPA. Through these actions, we will deploy our best efforts in attempting to verify that the LPA and QCI have complied with all procedural record retention requirements.

Fee:

The below Estimate of Probable Cost, as proposed for construction project engineering services, has been prepared in a format previously accepted by ODOT for LPA Non-Federal Local-Let Projects. The verification testing services utilized are scheduled, monitored, and verified by QCI. The subcontract testing will be invoiced to the project as a direct pass-through:

QCI Estimated Hours and Rates for Construction Engineering & Inspection			
Resource/Task	Hours	Rate	Total
LPA Construction Project Engineer (CPE)	856	\$110.00	\$94,160.00
Resident Project Representative 1/Field Inspector (FI)	1,424	\$61.00	\$86,864.00
Resident Project Representative 2/Field Inspector (FI)	400	\$61.00	\$24,400.00
Resident Project Representative Overtime	183	\$91.50	\$16,744.50
Document Controls (DC)	202	\$52.00	\$10,504.00
QCI Estimated Hours Sub-Total =			\$232,672.50
Resource/Task	Unit	Rate	Total
Pre-Bid Constructability Review	1	\$5,000.00	\$5,000.00
Sub-Consultant Verification Testing (no QCI mark-up)	1	\$14,000.00	\$14,000.00
QCI Estimated Total =			\$19,000.00
Resource/Task	Unit	Rate	Total
Reimbursable (no QCI mark-up)	1	3,000.00	\$3,000.00
QCI Estimated Total =			\$3,000.00
Total QCI NTE Estimate of Probable Cost			\$254,672.50

QCI's total for services as described above is \$254,672.50. QCI has included 183 overtime hours for RPR services within this proposal. The hours used to establish the above costs are summarized in the attached Project Hours Spreadsheet. We have included the use of a second RPR at times appropriate to the work.



Mr. Edward R Piatak, P.E.
City of Brook Park
January 31, 2014

QCI's estimate of probable cost is based on the aforementioned information as contained within this proposal. Substantial changes in scope of services, tasks, duration, hours, unknown conditions, project staffing, delays, or extension outside our control, may require an adjustment to our fee.

Rates:

QCI is pleased to offer the City of Brook Park services at reduced hourly rates from the allowable ODOT Federal "Hourly Rates," currently approved based on our calculated overhead. The rates and services are as follows:

- a. Construction Project Engineer (CPE) - \$110 per hour worked
- b. Resident Project Representative - \$61.00 per hour, per person. Work authorized by the City which exceed a total of 40 per week, will be regarded as an extra for which compensation will be in the sum of \$91.50 per hour, per person for each extra hour worked.
- c. Document Controls (DC) - \$52.00 per hour worked, per person.
- d. Schedule of Testing Service allowance – direct cost (no QCI mark-up).
- e. QCI proposal does not include any cost for Field Office. Per contract documents the contractor will provide "Type B" Field Office per ODOT CMS Table 619.02-1 .

In closing, if the above revised proposal is acceptable to the City of Brook Park we can prepare and issue the Contract for your acceptance.

Should you have any questions please do not hesitate contact me at 440-359-1900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Capone', with a horizontal line underneath.

Rick Capone
President

REC/ds

Enclosures

C:\Work\QCI\SHARED\BROOK PARK, CITY OF\proposals\Fee Proposal\CUY-291-02.05 Fee Let rev4.doc

February 5, 2014

Ms. Margaret Robinson, P.E.
Quality Control Inspection, Inc.
40 Tarbell Avenue
Bedford, Ohio 44146
Phone: 440.359.1935
Email: mrobinson@qcigroup.com

Re: Construction Materials Testing Services
Quality Control Testing/Verification
Engle Road Resurfacing
Brooklyn, Ohio
PSI Proposal Number: 0141-115382

Dear Ms. Robinson:

In compliance with your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to provide construction materials testing and/or verification services for the above referenced project. This proposal contains the scope of services that would be required during construction, includes the Schedule of Fees that will be used during invoicing. The work will be performed pursuant to the PSI General Conditions. PSI's Schedule of Fees and PSI General Conditions are enclosed herewith and incorporated into this proposal.

It is proposed that the fee for the performance of the below outlined services be determined on a unit price basis, in accordance with the attached Schedule of Service and Fees, and that work be performed pursuant to the PSI General Conditions. Copies of the PSI Schedule of Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

Under the scope of work covered by this proposal, the word "verify" is used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts. The term "continuous" as stated herein, shall mean the Technician/Inspector is on the site and in the general work area during the activity requiring observation and testing.

Based on our understanding of the project and its requirements, PSI proposes to provide the following scope of services during construction:

Section 1

Asphalt Testing

- Plant Sampling and Testing of bituminous material to include Asphalt Binder Content, Gradation, Laboratory Air Voids and Maximum Specific Gravity (MSG) (All testing to be performed at asphalt batch plant).

- Field Verification Asphalt Density Testing as required by ODOT SS 1055 for eight hours per each day's placement. Verification will be for four hours per each day's placement.

Section 2

Site Work and Concrete Testing

- Provide qualified personnel for performing field density and moisture content tests of backfill.
- Perform laboratory testing of proposed fill soils to determine their suitability, and moisture content versus dry density relationship.
- Perform concrete testing per ACI and project specifications for the site concrete.
- Perform all concrete laboratory testing.

The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of the owner. Prior to starting work on the project it would be beneficial to meet to discuss a detailed schedule of your testing needs after which we can more accurately determine the total project testing budgets. PSI's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

ACI 301-10 section 1.6.2.2.d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing agency." PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged as the site security is the responsibility of the contractor, PSI shall invoice our client the cost of the same at cost plus 15%. PSI appreciates the opportunity to offer its services to your project.

**ESTIMATED COST
Testing Services**

Item		Estimated No. of Units	Unit Price	Extended Total
Asphalt/Pavement and Site Work				
Senior Soils Technician	Estimate 75 inspections at 8 hours per inspection	600	Hours 40.00 /hrs	\$ 24,000.00
Senior Soils Technician Overtime	Estimate 75 inspections at 1 hours per inspection	75	Hours 60.00 /hr	\$ 4,500.00
			\$ 28,500.00	Subtotal
Laboratory Services				
Concrete Compressive Strength Cylinder Test	5 per Set	40	Tests 14.00 /ea	\$ 2,800.00
Flexural Strength Beams		80	Each 35.00 /ea	\$ 2,800.00
Moisture Density Curves		4	Each 125.00 /ea	\$ 500.00
Extraction/Gradation		12	Each 150.00 /ea	\$ 1,800.00
Theoretical Maximum Specific Gravity (Rice)		8	Each 180.00 /ea	\$ 1,280.00
Bulk Specific Gravity		12	Each 70.00 /ea	\$ 840.00
			\$ 10,020.00	Subtotal
Miscellaneous Services				
Trip Charge		75	Trips 15.00 /trip	\$ 1,125.00
Project Management and Report Review		25	Hours 90.00 /hr	\$ 2,250.00
			\$ 3,375.00	Subtotal

Total Estimated Costs: \$41,895.00



Engle Road Resurfacing
PSI Proposal No. 0141115382
February 5, 2014
Page 2 of 6

EXHIBIT A

Verification Services

Item	Estimated No. of Units	Unit Price	Extended Total
Asphalt/Pavement and Site Work			
Senior Soils Technician	Estimate: 15 Inspections at 8 hours per inspection	120 Hours	40.00 /hrs \$ 4,800.00
Senior Soils Technician Overtime	Estimate: 15 inspections at 1 hours per inspection	15 Hours	60.00 /hr \$ 900.00
		\$ 5,700.00	<i>Subtotal</i>
Laboratory Services			
Concrete Compressive Strength Cylinder Test	5 per Set	10 Tests	14.00 /ea \$ 700.00
Flexural Strength Beams		20 Each	35.00 /ea \$ 700.00
Moisture Density Curves		2 Each	125.00 /ea \$ 250.00
Extraction/Gradation		12 Each	150.00 /ea \$ 1,800.00
Theoretical Maximum Specific Gravity (Rice)		6 Each	160.00 /ea \$ 960.00
Bulk Specific Gravity		12 Each	70.00 /ea \$ 840.00
		\$ 5,250.00	<i>Subtotal</i>
Miscellaneous Services			
Trip Charge		30 Trips	15.00 /trip \$ 450.00
Project Management and Report Review		10 Hours	90.00 /hr \$ 900.00
		\$ 1,350.00	<i>Subtotal</i>

Total Estimated Costs: \$12,300.00

AUTHORIZATION

If this proposal is accepted and agreed to, PSI will proceed after receipt of signed intact proposal. When returning the proposal, please complete the attached Project Data Sheet so that your file can be properly established. PSI appreciates this opportunity and looks forward to working with you during the construction phase.

Sincerely,
PSI (Professional Service Industries, Inc.)

Wessam Mekhael
Wessam Mekhael
Department Manager

Sammy Saed
Sammy Saed
Project Manager

PROPOSAL ACCEPTANCE

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	



**Engle Road Resurfacing
PSI 2013-2014 SCHEDULE OF FEES
PSI Proposal No. 0141115382**

FIELD TESTING SERVICES:

Soils, Concrete and Asphalt:

Senior Engineering Technician..... Per Hour \$ 40.00

Vehicle Transportation (portal-to-portal):..... Per Trip \$ 15.00

LABORATORY TESTING SERVICES

Compression Test Concrete - ASTM C-39 \$ 14.00 Each
(Includes molds, curing, capping and testing)
Concrete beam flexural strength testing \$ 35.00 Each
Moisture Density Relationship - Standard (AASHTO T 180 method D) \$ 125.00 Each
Atterberg Limits – ASTM D-4318 \$ 75.00 Each
Extraction of Bitumen ASTM D-2172 \$160.00 Each
Asphalt Gradations ASTM D-5444 \$ 150.00 Each
Theoretical Maximum Specific Gravity- ASTM D-2041 \$150.00 Each
Percent Air Void ASTM D3203 \$ 50.00 Each
Bulk Specific Gravity ASTM D-2726 \$ 70.00 Each

ENGINEERING SERVICES (Services including site visits, engineering analysis & consulting)

Clerical Per Hour \$ 30.00
Project Manager..... Per Hour \$ 80.00
Professional Engineer, P.E..... Per Hour \$ 115.00

REMARKS:

Services and fees not listed above will be quoted upon request.

A per diem charge, if applicable, will be added.

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at the rate of one and one-half (1-1/2) percent for each month of delinquency.

The above unit prices are subject to six (6) percent increase one (1) year from the date of this proposal.

Overtime rates will be applicable for services performed outside 7:00 a.m. and 5:00 p.m., Monday through Friday; for all hours worked on Saturdays, Sundays and holidays; and for all work in excess of 8 hours per day. The rate will be 1.5 times the applicable hourly rate.

Notice for field inspection work will be at least twenty-four (24) hours in advance.

Miscellaneous materials and supplies, not normally provided such as tapes, rules, survey ribbon, photographic film, patching materials, etc., required to complete the assigned tasks will be charged to the client at cost + 15%.

Please note that PSI reserves the right to withhold all reports until such time as we receive a signed Contract Acceptance Order or other written authorization to proceed with the work as outlined.

Pick-up of concrete or soil samples will be billed on an hourly rate of the engineering technician.



PROJECT INFORMATION		
PROJECT NAME:	P.O. NO.:	PSI FILE NO.:
PROJECT ENGINEER:	PHONE:	FAX NO.:
CLIENT CONTACT:	PHONE:	FAX NO.:
CONTRACTOR:		
SITE CONTACT:	SITE PHONE:	FAX NO.:
PROJECT LOCATION:		
INVOICING ADDRESS		
cc's:	Co. Name:	Co. Name:
	Address:	Address:
	Address:	Address:
	City State Zip:	City State Zip:
	Attention:	Attention:
	Co. Name:	Co. Name:
	Address:	Address:
	Address:	Address:
	City State Zip:	City State Zip:
	Attention:	Attention:
REMARKS:		



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights in a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.





February 11, 2014

Mayor Thomas J. Coyne
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

RE: Engle Road Resurfacing Project (PID 85361)

Dear Mayor Coyne:

It is expected that Quality Control Inspection, Inc. (QCI) will be providing construction administration and inspection for the Engle Road Resurfacing Project in accordance with their proposal of February 7, 2014.

Euthenics who served as the Design Engineer will serve as the City's representative on the project and also will provide engineering support services to QCI.

The included attachment outlines our scope of services and estimated upset maximum fee of \$39,824.59. Services will be billed hourly and includes direct labor, overhead and profit. Direct expenses will be billed at cost.

If there are any questions, please contact my office at (440) 260-1555.

Very Truly Yours,
EUTHENICS, INC.

Ronald A. Bender, P.E.
CEO

F:\Jobs\187\1201 - Engle Road Resurfacing\Documents\Const Admin Legislation\Euth CA Proposal Letter 021114.doc

EXHIBIT B

OFFICERS

R. A. BENDER, PE, CEO • A. R. PIATAK, PE, PRES. • R. S. WASOSKY, PE, PS, V. PRES. • E. P. SEFCIK, PE, V. PRES.

ASSOCIATES

N. N. BATHEJA, PE • T. J. KAMINSKI, PS • E. R. PIATAK, PE • D. T. BENDER, PE • J. L. NEVILLE, PE • M.E. KIMBERLIN, PE, PS • M.M. PILAT, PE • M.R. COSGRIFF, PE • L.A. BAKER, PE • A.J. MALINAK, PE

EUTHENICS, INC.
PROPOSAL FOR
ADMINISTRATION/ENGINEERING SERVICES DURING CONSTRUCTION
ENGLE ROAD RESURFACING PROJECT

SCOPE OF SERVICES

Preconstruction Meeting				=	4 MH
Progress Meetings	12	Meetings	@ 3 MH	=	36 MH
Site Visits	72	Visits	@ 2 MH	=	144 MH
Post Construction Meeting and Inspection				=	12 MH
Shop Drawing Review				=	32 MH
Interpret and Provide Clarification to Contract Documents, As Needed				=	48 MH
Process Payment Requests	11	Requests	@ 5 MH	=	55 MH
LPA Documentation				=	36 MH
Printing/Clerical				=	10 MH

TOTAL MANHOURS 377 MH

ESTIMATED FEE

Direct Labor

Project Engineer	283	MH	@ \$ 41.00	=	\$ 11,603.00
Engineer	48	MH	@ \$ 37.00	=	\$ 1,776.00
Designer	36	MH	@ \$ 31.50	=	\$ 1,134.00
Printing/Clerical	10	MH	@ \$ 19.00	=	\$ 190.00
Total - Direct Labor	<u>377</u>				<u>\$ 14,703.00</u>

Overhead @ 145%					\$ 21,319.35
Subtotal					<u>\$ 36,022.35</u>

Profit @ 10%					\$ 3,602.24
--------------	--	--	--	--	-------------

Direct Expenses

Reproductions, Printing, Etc.					\$ 200.00
-------------------------------	--	--	--	--	-----------

TOTAL ESTIMATED FEE = \$ 39,824.59

ATTACHMENT

EXHIBIT B