

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2023 – 002**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE WHITNEY ROAD COVERED BRIDGE PROJECT IN THE CITY OF STRONGSVILLE (CUY-WHITNEY ROAD BRIDGE; PID No. 111574), AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2022-142, the Mayor advertised a request for qualifications and proposals for construction management services, including construction contract administration and inspection services for the Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge; PID No. 111574) (the "Project"); and

WHEREAS, by and through Ordinance No. 2022-010, Council approved and authorized the Mayor to enter into a LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation for funding of a portion of the Project; and

WHEREAS, pursuant to Revised Code Section 9.332, the Mayor and City Engineer have evaluated the various proposals received for construction management services, have determined the most qualified proposal, and the City has selected and ranked no fewer than three firms which it considered to be most qualified to provide the required professional construction management services; and

WHEREAS, the City has negotiated a contract with **CT CONSULTANTS, INC.** the firm ranked most qualified to perform the required services in accordance with law; 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 STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the proposal submitted by **CT CONSULTANTS, INC.** for professional construction management and related services in connection with the Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge; PID No. 111574), 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 the proposal is the best proposal; 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 9.33 and 9.331–.333 for the selection of professional construction management services and negotiation of a contract have been met. All other proposals for this contract are hereby rejected; and any informalities or minor defects in the proposal process are hereby waived.

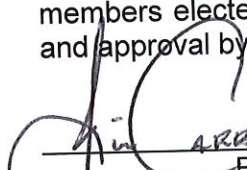
CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2023 – 002  
Page 2

**Section 2.** That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with **CT CONSULTANTS, INC.** to provide construction management and related services in connection with the Whitney Road Covered Bridge Project, in accordance with the terms and conditions set forth in the firm's proposal on file with the City Engineer and the contract attached hereto as Exhibit "1" and incorporated herein by reference, which in all respects is hereby approved, and in a total amount not to exceed \$202,074.00.

**Section 3.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and any other Federal, State or local funds which are available for this purpose.

**Section 4.** 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, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** 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 Agreement in order to commence the aforesaid Project in a timely manner, to proceed with the necessary and critical repairs and improvements to the City's Covered Bridge, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

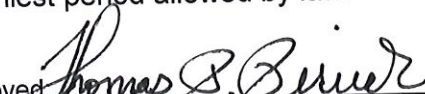
  
\_\_\_\_\_  
President of Council

Date Passed: January 3, 2023

Yea

Nay

Carbone	<input checked="" type="checkbox"/>	_____
Clark	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Kaminski	<input checked="" type="checkbox"/>	_____
Kosek	<input checked="" type="checkbox"/>	_____
Roff	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____

Approved:   
\_\_\_\_\_  
Mayor

Date Approved: Jan. 3, 2023

Attest:   
\_\_\_\_\_  
Clerk of Council

Ord. No. 2023-002 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. 01-03-23 Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. Suspended Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. Suspended Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: 01-03-23 Defeated: \_\_\_\_\_



December 2, 2022

Ms. Lori Daley, P.E.  
Asst. City Engineer  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149

**Re: Fee Proposal  
CUY-Whitney Road Bridge  
PID No. 111574**

Dear Ms. Daley:

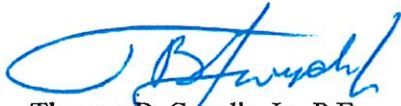
Enclosed for your consideration, please find our fee proposal for our work on the subject project.

If you have any questions concerning the proposal, please let me know at your earliest convenience.

Thank you for your consideration and for the privilege of serving the City.

Respectfully,

**CT CONSULTANTS, INC.**

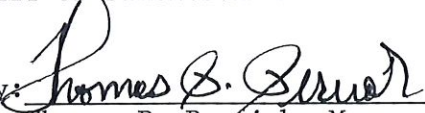
  
Thomas B. Gwydir, Jr., P.E.  
Director of Construction Services

TBG/saa

Enclosures

G:\My Documents\Strongsville\2212 (Transmit Fee Proposal) TBG.Docx

CITY OF STRONGSVILLE

By:   
Thomas P. Perciak, Mayor

Date: Jan 3, 2023

Approved as to legal form only by the  
Law Department of the City of Strongsville.

By:   
Law Director

Date: 1-3-2023

**BUDGET SUMMARY**

CUY Whitney Road Bridge  
City of Strongsville  
Cuyahoga County, OH  
Construction Phase Administration & Observation Services  
12/29/2022

Schedule and Contract Value		
Begin Const.	4/3/2023	
End Const.	10/27/2023	
Begin Const.	10/27/2023	
End Const.	10/27/2023	
Work Days	148.0	
Work Weeks	30.0	
Contract Amt	\$1,890,000.00	

Task Frequency		
Task	#	Unit
Coordination	6	Months
Meetings	9	Each
Shop Drawings/Matls. Mgmt	27	Each
RFI's	6	Each
Pay Estimates	7	Each
Claims Analysis	4	Each
Change Order Preparation	2	Each
Site Visits	24	Each
Bidding	0	Each
Observation	118	Days
Testing	40	Hours
Prev. Wages	7	Months
Post Construction	1	#

Staff and Hour Allocation	
Division Manager	4
Const. Proj. Mgr.	42
Const. Proj. Engr.	366
Design Engineer	41
Asst Project Admin	64
Senior Const Rep	0
Const Rep 2	975
Const Rep 2	0
Coatings	61
TBD	0
TBD	0
Testing	40
<b>Total Hours</b>	<b>1593</b>

Labor Costs	
Task	Sub Total
Coordination	\$23,969
Meetings	\$7,368
Shop Drawings/Matls. Mgmt	\$11,376
RFI's	\$1,728
Pay Estimates	\$2,016
Claims Analysis	\$6,912
Change Order Preparation	\$1,152
Site Visits	\$7,854
Bidding	\$0
Observation	\$114,220
Testing	\$4,400
Prev. Wages	\$8,191
Post Construction	\$5,786
<b>Labor Cost</b>	<b>\$194,972</b>

Vehicle Per Day @ \$49.00	
Assignment	Days
Insp	118

Est. Mileage @ \$/Mi \$0.60	
Assignment	Miles
PM	400
PE	1800

Est Per Diem/Overnight @ \$140/N	
Assignment	Days
<b>Est. Vehicle/Mileage/PD Costs</b>	
<b>\$7,102.00</b>	

<b>Total Cost</b>	<b>\$202,074.00</b>
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**Notes**

1. The Fee Total shown is approximate.
2. Costs are estimated based upon preliminary project information and are subject to change to meet client scope char
3. Tasks with no costs shown are not included in the proposed scope of work.
4. A place holder for testing is included.
5. Mileage @ \$0.60/mile P-P or ODOT rate for full day if applicable
6. The proposed fee is based upon the anticipated duration of the work. Actual work durations, directives by owner and contractor means and methods which substantially alter the anticipated work durations will impact the fee.
7. Tasks and hours are approximate and reflect the estimated time anticipated for given tasks. Tasks and hours will be adjusted as needed to meet project needs however, work beyond the Fee Total will not be done without additional authorization.



**BUDGET SUMMARY**  
**GUY Whitney Road Bridge**  
**Construction Phase Administration & Observation Services**

Begin Const. 4/3/2023  
End Const. 10/27/2023  
Begin Const. 10/27/2023  
End Const. 10/27/2023  
Work Days 148  
Work Weeks 29.57  
Contract Amt \$1,890,000.00

CUY Whitney Road Bridge  
City of Strongsville  
Cuyahoga County, OH

DATE: 12/2/2022  
BY: TBG

Position	Division Manager	Const. Proj. Mgr.	Const. Proj. Engr.	Design Engineer	Asst Project Admin	Senior Const Rep	Const Rep 2	Const Rep 2	Coatings	TBD	TBD	Testing	TASK HOURS	TASK TOTALS	% TOTAL
<b>Tasks</b>															
Coordination	3.6	14.4	144.0										162.0	\$23,969	12.29%
Meetings		14.0	30.0		8.0								52.0	\$7,368	3.78%
Shop Drawings/Matls. Mgmt			54.0	25.0									79.0	\$11,376	5.83%
RFI's			12.0										12.0	\$1,728	0.85%
Pay Estimates			14.0										14.0	\$2,016	1.03%
Claims Analysis			32.0	15.0									48.0	\$6,812	3.55%
Change Order Preparation			8.0										8.0	\$1,152	0.59%
Site Visits		6.0	48.0										54.0	\$7,854	4.03%
Bidding															
Observation							944.0		60.0			40.0	1004.0	\$114,220	58.58%
Testing		4.2			56		14						40.0	\$4,400	2.26%
Prev. Wages		3.2	24.0				16.0						74.2	\$8,191	4.20%
Post Construction													43.2	\$5,786	2.97%
<b>Total Hours</b>	<b>3.6</b>	<b>41.8</b>	<b>366.0</b>	<b>41.0</b>	<b>64.0</b>		<b>974.0</b>		<b>60.0</b>			<b>40.0</b>	<b>1590</b>	<b>\$194,972</b>	<b>100.00%</b>
<b>Cost</b>	<b>\$972</b>	<b>\$6,567</b>	<b>\$52,704</b>	<b>\$5,904</b>	<b>\$6,784</b>		<b>\$111,037</b>		<b>\$6,604</b>			<b>\$4,400</b>			

**Project Synopsis**

Task	Costs	% of Fee	% of Const.	Position	Costs	Hours	% of Fee	% of Const.	Fee Total	10.32%
Coordination	\$23,969	12.29%	1.27%	Division Manager	\$972	3.6	0.50%	0.05%		
Meetings	\$7,368	3.78%	0.39%	Const. Proj. Mgr.	\$6,567	41.8	3.37%	0.38%		
Shop Drawings/Matls. Mgmt	\$11,376	5.83%	0.60%	Const. Proj. Engr.	\$52,704	366.0	27.03%	2.79%		
RFI's	\$1,728	0.85%	0.09%	Design Engineer	\$5,904	41.0	3.03%	0.31%		
Pay Estimates	\$2,016	1.03%	0.11%	Asst Project Admin	\$6,784	64.0	3.48%	0.36%		
Claims Analysis	\$6,812	3.55%	0.37%	Senior Const Rep						
Change Order Preparation	\$1,152	0.59%	0.06%	Const Rep 2	\$11,037	974.0	56.95%	5.87%		
Site Visits	\$7,854	4.03%	0.42%	Const Rep 2						
Bidding				Coatings	\$6,604	60.0	3.39%	0.35%		
Observation	\$114,220	58.58%	6.04%	TBD						
Testing	\$4,400	2.26%	0.23%	TBD						
Prev. Wages	\$8,191	4.20%	0.43%	Testing	\$4,400	40.0	2.26%	0.23%		
Post Construction	\$5,786	2.97%	0.31%							
<b>Total</b>	<b>\$194,972</b>	<b>100.00%</b>	<b>10.32%</b>	<b>Total</b>	<b>\$194,972</b>	<b>1591.0</b>	<b>100.00%</b>	<b>10.32%</b>	<b>\$194,972</b>	<b>10.32%</b>

**Work Cost Statistics**

Avg Hry Rate	\$122.59
Cost/Week	\$6,583.26
Cost/Month	\$23,570.80

**Project Cost Statistics**

Administration	\$58,161	3.61%
Observation	\$114,220	6.04%
Testing	\$4,400	0.23%
Prev. Wages	\$8,191	0.43%

**Notes**

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- Tasks with no costs shown are not included in the proposed scope of work.
- A place holder for testing is included.
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- The proposed fee is based upon the anticipated duration of the work. Actual work durations, directives by owner and contractor means and methods which substantially alter the anticipated work durations will impact the fee.
- Tasks and hours are approximate and reflect the estimated time anticipated for given tasks.
- Tasks and hours will be adjusted as needed to meet project needs however, work beyond the Fee Total will not be done without additional authorization.

CUY Whitley Road Bridge  
Construction Phase Administration &  
Observation Services

Work Days 148  
Calendar Days 207  
Months 6.8

Scope of Services

Description

Coordination

Miscellaneous Activities

Months	Hrs/Mo
6	24

Number	Hrs/Mo
1	4
2	4
3	4
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Shop Drawings/Details, Mgmt

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#### Assumptions & Comments

- 1 The total time we will be on the job will be 7 months
- 2 Full time inspection will be 5.5 months (5 months from bridge closure to reopen per plan, plus 2 weeks for restoration)
- 3 Due to limited concrete work testing was shown at 40 hours (this should cover costs for field and lab work)
- 4 Coatings were shown at 60 hours (this should cover costs for concrete sealing and steel touch-up unless there is an issue with the shop coats)
- 5 There are three days shown for post construction to cover misc. field and office items
- 6 The PM time was limited as it is presumed the PE will handle a majority of the day to day work, while recognizing needed oversight requirements
- 7 Design assistance was included for minor changes and issues. Significant changes if needed will be done by the designer of record as per the City

**RE: WHITNEY ROAD COVERED BRIDGE PROJECT**  
**(CUY-Whitney Road Bridge; PID 111574)**

**ADDENDUM TO PROPOSAL/AGREEMENT BETWEEN**  
**THE CITY OF STRONGSVILLE AND**  
**CT CONSULTANTS, INC. ("CONSULTANT")**  
**FOR CERTAIN CONSTRUCTION MANAGEMENT SERVICES**

**1. SUPPLEMENTARY FORMS.** The parties agree that the following forms as identified and attached hereto, shall become part of the within Agreement:

Affidavit  
Affirmative Action Certificate  
Non-Collusion Affidavit  
Statement as to Interested Parties  
Delinquent Personal Property Tax Affidavit  
Declaration and Representation (ORC §9.24)  
Certification and Representation (ORC §3517.13, as amended)

**2. WARRANTIES.** Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards, care, diligence and skill exercised by similar professionals within the Northeast Ohio area.

**3. INSURANCE.** Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability  
Worker's Compensation                      Statutory  
Employer's Liability                      \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability  
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability (naming the City as additional insured)  
\$1,000,000                      per occurrence  
\$2,000,000                      annual aggregate  
\$2,000,000                      product/completed operations per  
   occurrence  
\$1,000,000                      personal injury/advertising liability
- (d) Umbrella/Excess Liability  
\$2,000,000                      per occurrence  
\$2,000,000                      annual aggregate  
\$2,000,000                      products aggregate
- (e) Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project.



The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

**4. INCORPORATION BY REFERENCE.** The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Addendum as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition"
- (b) The attached Scope of Services
- (c) The Invoice and 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/MiscPages/TravelRule>)

**5. CONSULTANT'S INDEMNIFICATION.** Consultant hereby agrees to indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligence, willful and/or wanton misconduct, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligence, willful and/or wanton misconduct, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

**6. POWERS OF THE CITY.** Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

7. **NONDISCRIMINATION.** Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, or disability.

8. **NON-WAIVER.** Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

9. **NOTICES.** Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

**If to City:**  
City Engineer  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
*with a copy to the Law Director*

**If to Consultant:**  
Thomas B. Gwydir, Jr., P.E.  
Director of Construction Services  
CT Consultants, Inc.  
8150 Sterling Ct.  
Mentor, OH 44060

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

10. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

11. **LEGAL RELATIONSHIP OF PARTIES.** It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

12. **NO PARTNERSHIP.** Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

**13. COMPLIANCE WITH CERTAIN STATE LAWS.** Consultant is in compliance with and shall abide by the reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

**14. SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

**15. BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

**"CITY"**  
**CITY OF STRONGSVILLE**

By: Thomas P. Perciak  
Signature

Thomas P. Perciak, Mayor  
Typed Name/Title

Jan. 3, 2023  
Date of Signature

**"CONSULTANT"**  
**CT CONSULTANTS, INC.**

By: \_\_\_\_\_  
Signature

Thomas B. Gwydir, Jr., P.E  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

#### **CERTIFICATION OF FUNDS**

I, Eric Dean, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

1/3/2023  
Date

Eric Dean  
Director of Finance

#### **CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Contract this 3rd day of January, 2023

Neal M. Jamison  
Neal M. Jamison, Law Director

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY \_\_\_\_\_ )

\_\_\_\_\_, whose title is \_\_\_\_\_, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of \_\_\_\_\_, the party making the enclosed Proposal, and says further that said \_\_\_\_\_ (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**CITY OF STRONGSVILLE**  
**EQUAL OPPORTUNITY REQUIREMENTS**  
**for**  
**SERVICE and SUPPLY CONTRACTS**

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is \_\_\_\_\_ of the party making the foregoing  
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

\_\_\_\_\_  
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY \_\_\_\_\_ )

**INDIVIDUAL ONLY:** That he/she is an individual who is doing business under the name of \_\_\_\_\_, at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

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**CORPORATION ONLY:** That he/she is the duly-authorized \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

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Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: 

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Directors: 

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Vice President: 

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Secretary: 

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Treasurer: 

---

Manager/Agent 

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Attorneys: 

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and that the following officers are duly authorized to execute contracts on behalf of said corporation:

**NAME**

**TITLE**

_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

## DELINQUENT PERSONAL PROPERTY STATEMENT

\_\_\_\_\_, having been awarded a Contract by the City of  
(name of contractor/proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ \_\_\_\_\_

Penalties \$\_\_\_\_\_

Interest \$ \_\_\_\_\_

By: \_\_\_\_\_  
(Company Name)

Its:

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY \_\_\_\_\_ )

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this  
day of \_\_\_\_\_, 20\_\_\_\_.

## Notary Public

**DECLARATION AND REPRESENTATION  
IN ACCORDANCE WITH O.R.C. §9.24  
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best contractor/bidder, even if no state funds are involved.

**CONTRACTOR/BIDDER**

.....

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

**CERTIFICATION AND REPRESENTATIONS  
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

**CONTRACTOR/BIDDER**

.....

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## Notary Public



October 24, 2022

Ken Mikula, PE  
City Engineer  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149



RE: Letter of Interest and Qualification  
CUY-Whitney Road PID 111574

Dear Mr. Mikula,

CT Consultants (CT) is pleased to offer the City our services to administer and inspect the Whitney Road Covered Bridge replacement. The project is located within the Cleveland MetroParks and brings the challenge of a single-lane bridge in a river valley with limited access. This challenge will require the contractor to follow a strict demolition plan to not adversely impact the park setting or allow debris to contaminate the East Branch of the Rocky River. As your Project Manager, I will be assisted by Mr. Chris Brubaker (CE-1) and Mr. Zane Rea (PI/PS), both of whom have a proven track record of working on bridges within various cities, for ODOT, and spanning the Cleveland Metroparks.

As the project has two traffic signals to be replaced, we have included Mr. Jay Korros, PE, PTOE, on our team. Mr. Korros is familiar with the traffic signal system for the City as he was involved with the recent CUY-SR42/82-0.00 Project. From his current work and the previously completed 57 intersections that were upgraded within the City, he can handle all matters concerning the traffic system upgrades.

We understand the historic nature of the bridge and its aesthetic in a park setting. CT is prepared to work with the City and Contractor to determine if any unique features can be salvaged such as the sign indicating the fine, or if replacements can be incorporated to maintain the heritage of the former structure.

We appreciate the confidence the City has shown in CT over the last several years by selecting our construction teams for work on several significant improvements and are ready to give the City the same high level of services you have come to expect. We strive to be a seamless extension of your staff and will work with you on all project facets to see that the requirements of the contract, the City, and the public are met.

I appreciate your consideration.

Sincerely,

CT Consultants, Inc.

Brian Meluch, PE  
Project Manager

# ODOT PREQUALIFICATIONS

## CT CONSULTANTS

CT is currently pre-qualified by ODOT in the following categories:

- Bicycle Facilities and Enhancement Design
- Complex and Non-Complex Roadway Design
- Interchange Operations Modification/Justification Study
- Safety Study
- Limited and Complex Right-of-Way Plan Development
- Level 1.1/1.2 and Level 2 Bridge Design
- Level 1 Bridge Inspection
- Basic Traffic Signal Design
- Traffic Signal System Design
- Limited Lighting Design
- Construction Management Firm
- Ecological Surveys
- Waterway Permits
- ITS Design and Operations

## SUB-CONSULTANTS



PSI will be doing 5% of the work and is currently pre-qualified by ODOT in the following categories:

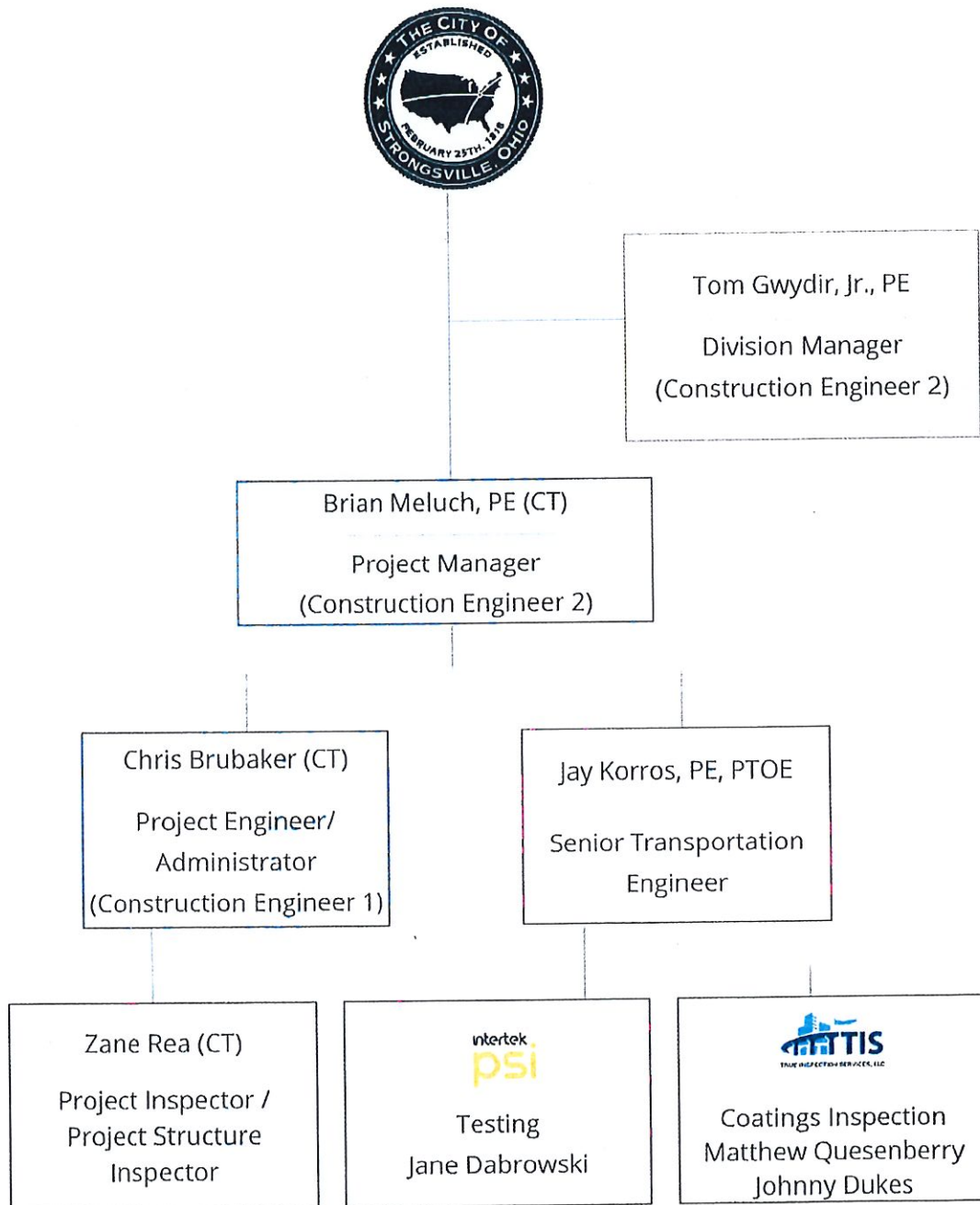
- Geotechnical Engineering Services
- Geotechnical Testing Laboratory
- Geotechnical Field Exploration
- Geotechnical Drilling Inspection
- Regulated Materials Review
- Construction Management
- Materials Testing



True Inspection will be doing 10% of the work and, is a DBE/MBE/SBE/EDGE firm, and is currently prequalified by ODOT in the following categories:

- Construction Management Firm
- Non-Complex Roadway Design
- Safety Study
- Bicycle Facilities and Enhancement Design Roadway
- Cost Accounting System

## ORGANIZATIONAL CHART





## RESUME OF PROJECT MANAGER



440.530.2306



tgwydir@ctconsultants.com

THOMAS GWYDIR, JR., PE  
DIVISION MANAGER (CE - 1 & 2)

---

### YEARS OF EXPERIENCE

41

### EDUCATION

University of Akron, BSCE

### LICENSES/AFFILIATIONS/

### CERTIFICATIONS

Registered Professional  
Engineer: OH, PA

Construction Engineer Level 1  
& 2

### AREAS OF EXPERTISE

Construction Administration

Field Engineering

Tom has a demonstrated ability to manage projects from roadway, utility, bridge, and infrastructure. His experience is well-rounded, having served as a project engineer, resident engineer, and project manager on over \$500 million worth of construction work. He excels at construction problem identification and resolution, claims analysis, change orders, correspondence, and project documentation.

Tom also understands the impact of a project on the residents, general public, contractor, and the contracting agency. He is adept at developing a good working relationship with all stakeholders in a project while working under fixed time and budget constraints.

- Pearl Road Widening, Phase I CUY-42-0.90, PID No. 80983 (LPA) - Strongsville, OH
- Pearl Road Widening, Phase II CUY-42-0.00, PID No. 88667 (LPA) - Strongsville, OH
- W. Bridge Street Bridge Replacement - Berea, OH
- LAK-Pelton/Erie Bridge (LPA) - Lake County, OH
- East Market Street Bridge - Trumbull County, OH

## RESUMES OF KEY MEMBERS



440.530.2206



[bmeluch@ctconsultants.com](mailto:bmeluch@ctconsultants.com)

BRIAN MELUCH, PE | PROJECT MANAGER (CE - 1 & 2)

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### YEARS OF EXPERIENCE

20

### EDUCATION

Cleveland State University, BSCE & MSCE

### LICENSES/AFFILIATIONS/ CERTIFICATIONS

Registered Professional Engineer: OH

Construction Engineer Level 1 & 2

Brian has the demonstrated ability to manage all manner of infrastructure improvements. His experience includes work on ODOT and IDOT grade separations, lane widening, road realignments, and bridge work. In addition, his experience includes local municipal infrastructure work, including treatment works, storm and sanitary sewers, water lines, paving, and appurtenances, inclusive of LPA projects.

- CUY-42-0.90 Pearl Road Widening (LPA) - Strongsville, OH
- OTIC I-80 Repairs & Resurfacing Interchange



330.247.3725



[cbrubaker@ctconsultants.com](mailto:cbrubaker@ctconsultants.com)

CHRISTOPHER BRUBAKER | PROJECT ENGINEER (CE - 1)

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### YEARS OF EXPERIENCE

25

### EDUCATION

University of Akron, BSCE & AA ME

### LICENSES/AFFILIATIONS/ CERTIFICATIONS

ACI Concrete Testing

Technician - Grade I

NICET Certified Engineering Technologist

Construction Manager

Project Inspector

Chris has extensive experience with the management of municipal LPA infrastructure projects and has handled projects both large and small throughout northeast Ohio. He is adept at all manner of work, including bridges, roadways, widenings, and reconstructions, as well as the installation of underground utilities (water, sanitary, and storm) with outside utility companies to facilitate the relocation of their facilities.

- W. Bridge Street - Berea, OH
- Butternut Ridge Road Crossing (LPA) - Lorain County, OH
- Pearl Road Widening, Phases I-II, CUY-42-0.90, PID No. 80983 (LPA) - Strongsville, OH

## RESUMES OF KEY MEMBERS



440.951.9000



zrea@ctconsultants.com

### ZANE REA | PROJECT STRUCTURE INSPECTOR

#### YEARS OF EXPERIENCE

15

#### EDUCATION

The Ohio State University  
Agricultural Technical  
Institute, AAS Environmental  
Resource Management

#### LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Flexible Pavement, ODOT  
Aggregate Level 1  
Project Inspector  
Project Structure Inspector

Zane is well experienced with bridge, highway, and general infrastructure work. His most recent assignments have included inspecting bridge reconfigurations and new bridge construction on a \$120 million 5-year improvement to I-271, followed by water line and utility work associated with industrial expansion and the new battery plant in the Village of Lordstown.

- CUY/SUM-271-00-14.87, District 12, PID 80418 - Cuyahoga & Summit Counties, OH
- CUY-422-13.93, PID No 84021 - Resurfacing of SR422 from Richmond Road to Solon Road
- Ultium Water Main Improvements - Lordstown, OH



513.792.8409



jkorros@ctconsultants.com

### JAY KORROS, PE, PTOE | SENIOR TRAFFIC ENGINEER

#### YEARS OF EXPERIENCE

30

#### EDUCATION

University of Cincinnati, BSCE

#### LICENSES/AFFILIATIONS/ CERTIFICATIONS

Registered Professional  
Engineer: KY, OH  
Institute of Transportation  
Engineers  
International Municipal Signal  
Association

Jay has many years of experience in the traffic engineering field. He is certified as a Professional Traffic Operations Engineer by the Transportation Professional Certification Board. His specialties include designing and implementing intelligent, real-time traffic control systems, transportation planning, and traffic engineering studies.

- Socialville-Fosters Road Widening, Roundabout & Bridge Replacement - Warren County, OH
- Liberty Interchange Traffic Signals - Liberty Township, OH
- SR 747/CSX Rail Grade Separation (HAM-747-3.829) Traffic Signals & MOT - Springdale, OH



## RESUMES OF KEY MEMBERS



JANE DABROWSKI  
CONSTRUCTION TECHNICIAN

### YEARS OF EXPERIENCE 7

### LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Soils & Aggregate  
Inspector  
ACI Concrete Field Testing  
Technician – Grade I

Jane Dabrowski has seven years of testing and inspection experience in Northeast Ohio. As a senior construction inspector, Jane's areas of expertise include field and laboratory testing of asphalt, concrete, caissons, reinforcing steel, soils and foundations. Jane has experience in bridge, drainage, pavement, traffic control, signing, embankment foundations, subgrade, piles, retaining walls, and slopes.

- OTIC Portage/Trumbull County, Repairs and Resurfacing, Eastbound and Westbound Roadways, Milepost 205.20 to Milepost 218.50
- CUY-Crocker Road Widening - Westlake, OH
- Smith Road Resurfacing - Medina, OH

MATTHEW QUESENBERRY  
COATINGS INSPECTOR



### YEARS OF EXPERIENCE 12

### LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Prequalified Coatings,  
Project, Structures, and Traffic  
Signal & Lighting Inspector

NACE Level 3 Certified  
Coatings Inspector

NICET Level 3 Highway  
Construction

Matthew serves as a field project manager providing oversight of construction personnel on various coating and construction projects in 11 out of ODOT's 12 districts. He also serves as a Construction Inspector and NACE Level 3 Certified Coatings Inspector on various State, County and City projects and is a prequalified coatings, project, structures and traffic signal and lighting inspector. His principal duties include QA inspections on heavy highway transportation projects with a specialty in lead abatement and the painting of steel structures. He is proficient in all ODOT's reporting systems, GoFormz, Mobile Inspector and SiteManager and provides training to company inspection staff.

- Montgomery County Engineer, Sellars Road (Main Street) Bridge Improvements, MOR-77-1.55 - Montgomery County, OH
- ODOT District 8 HAM US 50-22.30/22.38, PID 96696

## RESUMES OF KEY MEMBERS/SIMILAR PROJECT EXPERIENCE

JOHNNY DUKES

COATINGS INSPECTOR



### YEARS OF EXPERIENCE

12

### LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Prequalified Coatings Inspector

NACE, CIP Level 3

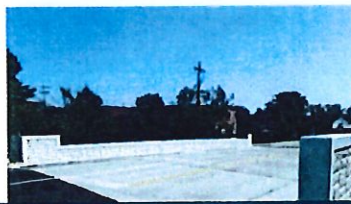
SSPC, -C3 Competent Person/  
De-leading of Industrial Structure

ODOT Work Type 26, Structural Steel

ODOT Work Type 57, Concrete Sealing

Johnny has over 12 years of experience as a NACE certified coatings inspector. He currently serves as an ODOT Prequalified Coatings Inspector and is NACE, CIP Level III Certified. His principle duties include inspections on bridge rehabilitation projects and the painting of steel structures. Project duties involve documentation into mobile inspector and site manager and observing the coatings process, including recording ambient conditions, checking surface preparation, checking entire system at hold points to ensure quality, as well as ensuring specifications and requirements are followed.

- ODOT District 3 BP ERI Paint, Project No. 21-0620, PID 105584
- ODOT District 3 HUR-20-10.97, Project No. 21-0588, PID 83451
- ODOT District 8 WAR-22/48-3.03/8.63, Project No 19-0628, PID 103849
- 



W. BRIDGE STREET BRIDGE OVER VALLEY PARKWAY  
& METROPARKS ALL PURPOSE TRAIL

BEREA, OH

### CLIENT

City of Berea  
Tony Armagno, PE  
City Engineer  
440.826.5814

### SERVICES

Construction Administration and Inspection, Survey, Bridge Design, Bridge Inspection, Utility Relocation and Coordination

### BUDGET

\$865,000

CT prepared construction contract documents and provided construction administration and inspection for the replacement of the West Bridge Street (CR 241) Bridge No. CUY WBRG 0002 Over Valley Parkway and Cleveland Metroparks All Purpose Trail.

The scope of work on the new structure included superstructure, approach slab, abutment replacement, and approach roadway work.

The new structure is a 57'-0" Single span composite prestressed concrete box beam superstructure on wall-type abutments with semi-integral details.



## SIMILAR PROJECT EXPERIENCE



### W. CENTER STREET BRIDGE REMOVAL (LPA)

BEREA, OH

#### CLIENT

City of Berea  
Tony Armagno, PE  
City Engineer  
440.826.5814

#### SERVICES

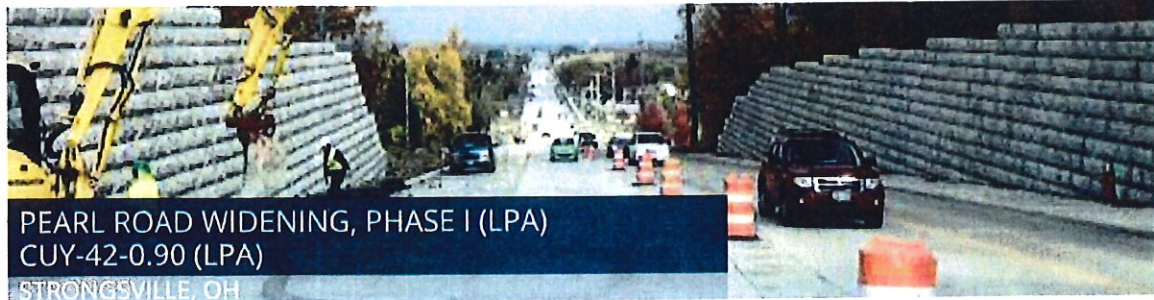
Construction Administration and  
Inspection, Survey, Design, Utility  
Relocation and  
Coordination

#### BUDGET

\$250,000

CT prepared the construction documents and provided construction administration and inspection services for the removal of Bridge No. CUY WCENT 0002 over Valley Parkway and the Cleveland Metroparks All Purpose trail.

The work included the removal of the bridge and relocation and reconfiguration of the 4" sanitary force main attached to the defunct bridge and site restoration.



### PEARL ROAD WIDENING, PHASE I (LPA) CUY-42-0.90 (LPA)

STRONGSVILLE, OH

#### CLIENT

City of Strongsville  
Kenneth Mikula, PE  
City Engineer  
440.580.3120

#### SERVICES

Resident Project  
Representation, Construction  
Administration, Construction  
Inspection, Utility Coordination

#### BUDGET

\$9,000,000

CT provided construction administration and observation services for the widening and reconstruction of 1.5 miles of Pearl Road.

The project involved significant utility coordination, installation of a new storm sewer system, water line, and a new five-lane roadway. CT recommended a maintenance of traffic (MOT) plan that required the relocation of utility poles but did not interfere with the final roadway. The MOT was required to accommodate temporary pavement. The result was that a substantial delay claim was avoided, and the project schedule was maintained.



## SIMILAR PROJECT EXPERIENCE



PEARL ROAD WIDENING, PHASE II  
CUY-42-0.00, PID NO. 88667 (LPA)

STRONGSVILLE, OH



### CLIENT

City of Strongsville  
Kenneth Mikula, PE  
City Engineer  
440.580.3120

### SERVICES

Resident Project  
Representation, Construction  
Administration, Construction  
Inspection, Utility Coordination

### BUDGET

\$7,050,000

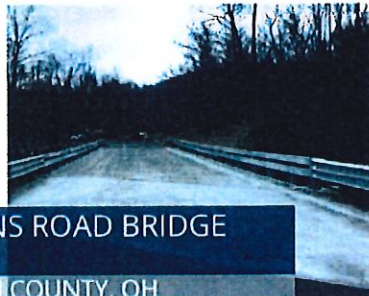
CT provided construction administration and observation services for the \$7.05 million LPA Phase 2 widening and reconstruction of 1.01 miles of Pearl Road. These services included coordination between the contractor, the City of Strongsville, and ODOT and conducting the pre-bid and pre-construction.

The project widened Pearl Road from three asphalt lanes to five concrete lanes.



JEF CR 1-5.68 GLEN ROBBINS ROAD BRIDGE  
REPLACEMENT

WARREN TOWNSHIP, JEFFERSON COUNTY, OH



### CLIENT

Jefferson County Engineer  
James Branagan, PE, PS  
County Engineer  
740.283.8574

### SERVICES

Construction Administration &  
Inspection

### BUDGET

\$718,141

Construction administration and inspection services were provided for the replacement of the Glen Robbins Road bridge. CT was responsible for reviewing daily reports, ensuring conformance to ODOT materials, reviewing pay estimates, and generating change orders.

The existing bridge, which had been closed to traffic for safety concerns, was removed, along with the existing abutments. The new bridge is a 95' long single-span steel rolled beam bridge with a composite deck constructed on semi-integral abutments on drilled shafts. New approach slabs and drainage were provided, along with stream channel improvements within the right-of-way.

## CAPACITY OF STAFF & WORKLOAD

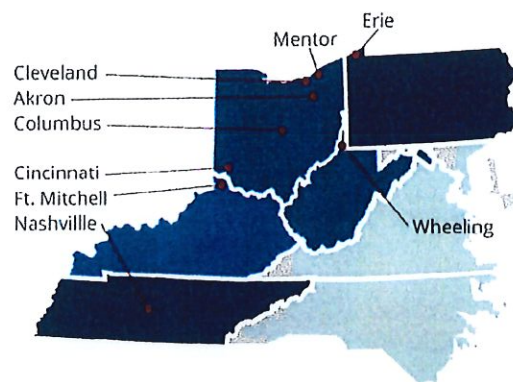
Discipline	Total	Registered
Administrative	32	-
Architects	13	12
CAD Designers	14	-
Cartographer	7	-
Civil Engineers/Stormwater	51	28
Construction Claims Analyst	1	-
Construction Field Representatives	21	2
Construction Project Managers	8	5
Environmental Scientists	4	1
Land Surveyors	19	10
Landscape Architects	4	3
MEP Engineers	2	1
Photogrammetrist	4	1
Planners and Grant Writers	14	6
Structural/Bridge Engineers	5	5
Transportation Engineers	16	12
Water/Wastewater Engineers	36	23
Water/Wastewater Operators	1	-
<b>Total Technical Staff:</b>	<b>252</b>	<b>109</b>

CT is a multi-disciplined engineering and architectural firm founded in 1922.

We maintain a large permanent staff to meet the schedules and needs of our clients. We develop work plans that address our client's expectations and plot a course of action necessary to exceed those expectations.

By assigning our experienced staff to your project, CT will provide the City of Strongsville with the necessary expertise to respond to project priorities and schedule requirements.

Our project manager will also assign additional in-house resources to meet any unforeseen specialized needs which may arise.





## PROJECT APPROACH

### INTRODUCTION

CT and our sub-consultants, True Inspection, and INTERTEK/PSI, are a team with the specialized skills necessary to take on this bridge project and bring it to a successful conclusion. Each of our team members carries the required certifications and experience for the work. They are backed by another 200+ engineers, architects, environmental specialists, and administrators, such that the needs of the project regardless of nature, can be fully addressed in house.

### TECHNICAL APPROACH

By acting as a seamless extension of your staff the team is prepared to undertake the primary tasks of contract administration and inspection.

The work will be administered by Mr. Christopher Brubaker (CE-1) who will handle all day to day project items including interface with project stakeholders, conducting meetings, materials review and management, RFI's, change orders, pay estimates, project correspondence, site visits, and related matters. His efforts will be overseen and supplemented and QA'd by Mr. Brian Meluch, PE (CE-2) including sub-consultant coordination and invoicing. Daily site inspection will be performed by Zane Rea PI/PS.

Timely, coordinated, concise, communication through the chain of command is essential for project success. The project team will keep all appropriate stakeholders advised and up to date on project matters of their concern in a professional and positive manner.

### PROJECT UNDERSTANDING

The project is located in the Cleveland Metroparks Mill Stream Run Reservation where the Whitney Road Bridge crosses over the East Branch of the Rocky River. The bridge is parallel to, and approximately 100 feet north of, the Ohio Turnpike. The existing single span bridge consists of steel beam support with a wood covering. The bridge is to be removed and replaced with a similar structure and aesthetic covering. The existing abutments are to be repaired and reused for support of the structure. Two traffic signals are also planned for replacement. The signals allow for coordinated traffic flow across the single lane structure.



During construction, the bridge will be closed to through traffic and a detour will be used as prescribed in the plan MOT. It is anticipated that given the current scarcity of certain materials, it may be necessary to adjust schedules, substitute materials, and take other measures to see that the work is done properly and finished in the shortest time possible. We are ready to undertake this challenge as well as those that typically exist with projects of this nature and to work with the contractor, the City, and the engineer of record to achieve results.

### QUALIFICATIONS

Our staff possesses years of experience with LPA and infrastructure work as detailed in their resumes, and they have the required ODOT certifications, as well as the CUF training. We are accustomed to and adept with the needed materials management tracking and have successfully passed every periodic ODOT audit done as part of their oversight activities.

### KNOWLEDGE OF ODOT AND STRONGSVILLE STANDARDS

In the last three years, our staff has completed five LPA projects in ODOT District 12. In the last seven years, we have completed three LPA projects for the City of Strongsville. We understand the process and procedures of the ODOT LPA oversight staff, as well as their requirements, and are prepared to address them as appropriate. Having been privileged to serve Strongsville on past projects, we are familiar with City staff, lines of communication, expectations, specifications, and related matters.



## INNOVATIVE IDEAS

Our staff utilizes electronic assets both in PC and tablet form to record, transmit and otherwise make available project information and documentation on an immediate and/or as-needed basis. Additionally, we can provide GIS location services via the project observer to obtain locations of existing utilities and services as well as as-built information on a daily basis that can subsequently be uploaded to our client's systems.

## PLAN FOR PROJECT SUCCESS

The approach taken by our project staff to accomplish project tasks and to lay the foundation for project success involves the implementation of four key elements:

- Communication
- Cooperation
- Coordination
- Command and Control

**Communication** is essential to keep all project stakeholders informed and involved and to be effective; it will be timely and concise. Effective communication facilitates better project understanding, results in decreased claims, reduces public complaints, and greatly contributes to a smooth-running project. CT excels in keeping lines of communication open through the use of direct personal contact, mailed, telephonic, electronic, and mass communications methods as appropriate.

**Cooperation** between all project stakeholders is necessary in order for the work to move forward with the least possible impact. Often the needs of each of the parties are disparate, which can lead to an adversarial and uncooperative atmosphere. The CT project team will make every effort to assess and balance the needs of each of the parties in a fair and equitable manner in order to foster and maintain an ongoing positive atmosphere of cooperation. Satisfied stakeholders are the makings of a successful project.

**Coordination** of the work will be done to ensure the project and related activities occur in a manner consistent with the plans and specifications and as communicated. CT will ensure that proper notices, approvals, and certified materials are in place so that work operations can proceed in an orderly manner and without last-moment surprises. This mitigates delays, reduces impacts on the public, and lessens the potential for financial impacts on the project.

**Project Command and Control** is the mainstay of all the key elements. As your project manager, CT will work with the City and key project stakeholders to confirm the chain of command and protocol. This will then be utilized to ensure an efficient and accurate transfer of information between the parties preventing delays, misunderstandings, and the costs that can arise therefrom.

Utilizing the key elements above, the CT team will professionally, capably, and reliably work in the best interests of the City to make the project a success for all.

## COST CONTAINMENT

Implementation of the plan noted above provides for efficiency in project administration and provides the opportunity for the contractor to proceed with their operations in a similar manner. Such works directly towards keeping the project on track and on budget for both the physical work and CT's services.

## SUMMARY

The CT team is qualified, experienced, and ready to deliver administration and inspection services that will lead the way toward a successful project.



**CITY OF STRONGSVILLE, OHIO**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

for

Construction Management Services for  
CUY WHITNEY ROAD BRIDGE  
(PID No. 111574)

September 26, 2022

**Submission Due**

October 24, 2022

## CITY OF STRONGSVILLE

### **LEGAL NOTICE REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES WHITNEY ROAD BRIDGE (PID NO. 111574)**

The City of Strongsville will receive sealed qualifications and letters of interest for construction management and related services including construction contract administration and construction inspection services from qualified firms, in connection with the City's proposed WHITNEY ROAD BRIDGE Project. The proposed Project will consist of removing, rehabilitating, and reinstalling wooden covered bridge, removing and replacing bridge deck, removing and replacing structural steel.

This improvement is being constructed as an LPA Federal Local Let Project by the City of Strongsville. Accordingly, all services should be performed in accordance with all applicable federal and state laws and regulations with oversight by ODOT.

The project will be constructed during the 2023 calendar year. It is anticipated that the selected consultant will be authorized to proceed by on or about November 2022. Minimum qualifications for the project will include:

1. Competence to perform the required management services as indicated by the technical training, education, and experience of the construction manager's personnel;
2. Ability in terms of workload and the availability of qualified personnel, equipment, and facilities to perform the required management services competently and expeditiously;
3. Past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work, and meeting of deadlines; and
4. Financial responsibility as evidenced by the capability to provide a letter of credit, a surety bond, certified check, or cashier's check in an amount equal to the value of the construction management contract, or by other means acceptable to the public owner in accordance with Ohio Revised Code Section 9.33/9.333..

Two copies of letters of interest and qualifications for construction management services should be deposited with the City's Engineer, Kenneth P. Mikula, at 16099 Foltz Parkway, Strongsville, Ohio 44149, no later than 4:30 p.m., October 24, 2022. NO FINANCIAL TERMS WILL BE PRESENTED WITH THE PROPOSALS, IN ACCORDANCE WITH LAW. All pertinent information, City requirements, and applicable forms may be obtained from the Office of the City Engineer at the above address between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

By Order of the Council of the City of Strongsville, Ohio

Aimee Pientka, CMC, Clerk of Council and  
Thomas P. Perciak, Mayor

Advertisements in Plain Dealer:

September 30, 2022

October 7, 2022

October 14, 2022

09-26-22 Posting Date  
CUY-Whitney Road  
PID No. 111574  
City of Strongsville  
Response Due Date: 10-24-22

### **Communications Restrictions**

**Please note the following policy concerning communication between Consultants and the City of Strongsville during the announcement and selection process:**

During the time period between advertisement and the announcement of final consultant selection, communication with consultants (or their agents) shall be limited as follows:

#### **Communications which are strictly prohibited:**

Any discussions or marketing activities related to this specific project.

#### **Allowable communications include:**

Technical or scope of services questions specific to the project or RFP requirements.

### **Project Description**

The services include Construction Inspection and Construction Administration services for the removal and replacement of the WHITNEY ROAD COVERED BRIDGE in the City of Strongsville, Cuyahoga County with a project length of approximately 280 feet.

**Estimated Construction Cost:** \$1,890,000.00

### **Prequalification Requirements**

Prequalification requirements for this agreement are listed below. For all prequalification categories other than FINANCIAL MANAGEMENT SYSTEM EVALUATION the requirement may be met by the prime consultant or a subconsultant.

Also, please note that only individuals (not firms) are prequalified construction inspection activities. In instances where prequalification for these services is required, a prequalified individual, either employed by the prime consultant or a subconsultant, must be named in order to meet the requirement.

For agreements that require prequalification in FINANCIAL MANAGEMENT SYSTEM EVALUATION, the prime consultant and **all subconsultants that provide engineering and design related services** must be prequalified in this category. Engineering and Design Related Services are defined as follows:

Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C 112(b)(2)(A); and



Professional services of an architectural or engineering nature, as defined by State law (ORC 5526), which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project to 23 U.S.C. 112(a) and defined in 40 U.S.C. 1102(2).

**CONSTRUCTION INSPECTION AND ADMINISTRATION:**

Project Inspector;  
Project Structure Inspector;  
Coatings Inspector;  
Traffic Signal & Lighting Inspector;  
Construction Engineer Level 1;  
Construction Engineer Level 2;  
Construction Management Firm

**FINANCIAL MANAGEMENT SYSTEM EVALUATION**

Compliant with Federal Requirements (Prime consultant and subconsultants that provide engineering and design related services must meet this prequalification requirement)

**Selection Subfactors**

There are no selection subfactors for this project.

**Contract Type and Payment Method**

Refer to the ODOT's Manual for Administration of Contracts for Professional Services, Volume 1: Consultant Contract Administration, Sections 4.3.A and 4.3.B for guidance concerning the appropriate contract type and payment method. Based on this guidance, contract type and payment method will be determined during the scope of services and negotiation process.

**Estimated Date of Authorization**

It is anticipated that the selected Consultant will be authorized to proceed by August 2022

**Project Schedule**

It is anticipated that the project will be constructed in the 2023 calendar year, subject to the environmental commitments listed in the plans.

**Disadvantaged Business Enterprise (DBE) Participation Goal**

N/A

**Suspended or Debarred Firms**

Firms included on the current Federal list of firms suspended or debarred are not eligible for selection.

### **Terms and Conditions**

The Department's *Specifications for Consulting Services 2016 Edition* will be included in all agreements selected under this request for letters of interest.

### **Compliance with Title VI of the Civil Rights Act of 1964**

The City of Strongsville, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

### **Selection Procedures**

Based on the Letters of Interest, the City of Strongsville will invite a select number of firms for interviews at the City of Strongsville. The requirements for the Lol and the Programmatic Consultant Selection Rating Form that will be used to select the consultant for interview are shown below.

Firms interested in being considered for selection should respond by submitting two (2) copies of the Letter of Interest to the following address **by 4:30 PM on the response due date** listed above.

**Ken Mikula  
City of Strongsville Engineer  
16099 Foltz Parkway  
Strongsville, Ohio 44149-5598**

Responses received after 4:30 PM on the response due date will not be considered.

### **Scope of Services**

The Scope of Services document is included below.

### **Requirements for Letters of Interest, Programmatic Selection Process**

- A. Instructions for Preparing and Submitting a Letter of Interest
  - 1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.
  - 2. Letters of Interest shall be limited to ten (10) 8½" x 11" single sided pages plus two (2) pages for the Project Approach (Item B.5 below).
  - 3. Please adhere to the following requirements in preparing and binding letters of interest:

- a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
- b. Page numbers must be centered at the bottom of each page.
- c. Use 8½" x 11" paper only.
- d. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
- e. Do not provide tabbed inserts or other features that may interfere with machine copying.

B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, their current prequalification categories and the percentage of work to be performed by each subconsultant.
3. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.

4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two pages. Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards, procedures and guidance documents; 5) Innovative ideas; 6) Project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

Items 1 thru 4 must be included within the 10-page body of the Lol. Remaining space within the ten (10) pages may be utilized to provide personnel resumes or additional information concerning general qualifications.

Consultant Selection Rating Form

Project: CUY WHITNEY ROAD BRIDGE  
 PID: 111574  
 Project Type: Construction Eng.  
 District: 12

Category	Total Value	Scoring Criteria	Score
<b>Management &amp; Team</b>			
Project Manager	10		
Strength/Experience of Assigned Staff including Subconsultants	25		
Firm's Current Workload/ Availability of Personnel	10		
<b>Consultant's Past Performance</b>	30		
<b>Project Approach</b>	25		
<b>Total</b>	100		

**SELECTION PROCESS**

Based on the Letters of Interest, the City will invite a selected number of firms to interview at the City of Strongsville. The consultants will be ranked based on the Letters of Interest and the interview and within the sole discretion of the City, considering such factors, but not by limitation, as the competence, current workload, past experience and performance, and financial responsibility of the various proposers as required under law. The top ranked consultant will develop and submit their construction management and inspection fees based on a detailed Scope of Services that will be developed in conjunction with the City of Strongsville and ODOT.

After determining the most qualified firm, the City will attempt to negotiate an acceptable maximum contract fee for the work based on the final Scope of Services. This fee and agreement will be placed before the City Council of the City of Strongsville for approval. If the firm and City are unable to reach an agreement, the City will then negotiate for these services with the second ranked firm. If unsuccessful with the second ranked firm, then the City will negotiate with the third ranked firm to reach an agreement.

The City reserves the right to reject any or all proposals, modify or postpone the proposed scope of services, or accept the proposal that, in the City's sole judgment, is in its best interest. The City also reserves the right to waive any minor defects or informalities in the proposal process.

#### **AGREEMENT**

The Ohio Department of Transportation will prepare the City of Strongsville Consultant Agreement which will be transmitted to the City of Strongsville through the District.

**CITY OF STRONGSVILLE  
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS  
MANAGEMENT SCOPE OF SERVICES**

**Project Specific Services**

Project Name	<b>CUY-WHITNEY ROAD BRIDGE</b>
PID	<b>111574</b>
Project Description	The proposed project will consist of removing the wood structure, removing existing bridge, and partially removing existing abutments. The project also includes constructing a new steel beam bridge and new aesthetic bridge covering.
Work Description	Construction Management Services including Construction Contract Administration and Construction Inspection Services.
Scope of Services Meeting Date	

**I. GENERAL REQUIREMENTS**

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2017 or latest revision.

Consultant must also make itself familiar with the LPA Agreement between Strongsville and ODOT and meet the requirements of this document.

The Consultant shall also manage the LPA agreement process and all project coordination with ODOT, including the process for the receipt of state and federal funds, and for the review and distribution of those funds to sub-consultants in accordance with the appropriate agreements, including but not limited to Federal NOACA funds and LPA Construction Contract Administration Agreements.

The consultant shall provide an experienced licensed professional engineer as Construction Project Engineer (CPE) to perform construction management and oversee inspection services. The CPE shall serve as the City's liaison with the Contractor working through the Contractor's superintendent and assist him/her in understanding the detailed scope and intent of the contract documents. The CPE shall also assist the City in the bidding process, and contractor selection process, as set forth herein.

**II. SCOPE OF WORK**

Provide a project team including personnel that meet the following prequalification categories:

<b>ODOT Prequalification Category</b>	<b>Approximate Number Required</b>	<b>Notes</b>
Project Inspector	1	
Structures Inspector	1	
Coatings Inspector	1	
Traffic Signals & Lighting Inspector	1	
Soils & Aggregate Inspector		
Construction Engineer Level 1	1	
Construction Engineer Level 2	1	
<b>Non-Prequalified Personnel</b>	<b>Approximate Number Required</b>	<b>Notes</b>
Documentation Clerk		
Other		

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 services of the CPE shall consist of coordinating all aspects of the construction of the project for the City of Strongsville, in accordance with the plans and specifications and the LPA Federal Local Let Project Agreement. Further, the CPE complies with all directives issued by the ODOT Construction Monitor (CM) and the City of Strongsville Engineer. The City of Strongsville Engineer has authority over all decisions regarding design issues. The Construction Management Phase will commence with a written "Notice to Proceed" upon execution of the Contract and terminate upon issuance of the Final Certificates for Payment for the Project by the City. The physical construction phase will commence with a "Notice to Proceed" to the Contractor when directed by the City. The CPE will be the City's authorized representative during the construction phase to coordinate, monitor and administer the work of the Contractor, and shall advise and consult with the City regarding all aspects of the Project. The CPE will have the authority to act on behalf of the City consistent with the terms and conditions set forth in the Agreement. The ODOT CM and the CPE's contact is the City of Strongsville Engineer.

The table below includes the specific services required for this agreement.

<b>PRIMARY TASK</b>	<b>ODOT Oversight</b>	<b>Responsibility</b>		<b>NOTES</b>
		<b>LPA</b>	<b>CONSULTANT</b>	
<b>POST AWARD</b>				
Preconstruction Conference	X		X	
<b>ACTIVE PROJECT ADMINISTRATION</b>				



Daily Field Engineering and Inspection	X		X	
<b>MATERIALS MANAGEMENT, TESTING AND CERTIFICATION</b>				
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	
<b>PROJECT DOCUMENTATION</b>				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X		X	
<b>ACTIVE PROJECT MANAGEMENT</b>				
Progress Meetings	X		X	
Schedule Tracking and Updates	X		X	
<b>PAYMENT &amp; REIMBURSEMENTS</b>				
Contractor Payment			X	
Summary of Progressive Payment			X	
Invoice and Reimbursement Preparation			X	
Review and Approval of Reimbursement Request	X	X		
<b>CONTRACT CHANGES</b>				
Negotiation and Preparation of Change Orders			X	
Concurrence on significant Change Orders for Reimbursement	X	X		
<b>CLAIMS MANAGEMENT</b>				
Claims Negotiation and Approval of Resolution			X	
Approval of Funding for Resolution	X		X	



Monitoring and Documentation of Claims Management Process	X		X	
<b>PREVAILING WAGE COMPLIANCE</b>				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages			X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X		X	
<b>EEO AND DBE CONTRACT COMPLIANCE</b>				
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		X	
<b>PROJECT FINALIZATION</b>				
Final Inspection and Acceptance	X	X	X	
Resolution of Punch list Items			X	
Agreement of Final Quantities, Payment			X	
Final Payment to Contractor, Release of Responsibility			X	
Preparation of Project Closeout Documents			X	
Review and Approval of Finalization Documents	X		X	
Completion of LPA Contract Administration Evaluation	X		X	

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
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.	1	
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 Strongsville 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 Strongsville 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 Strongsville, 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 Strongsville may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Strongsville may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.41 of the *Specifications for Consulting Services, 2016 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 Strongsville. 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 STRONGSVILLE**

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