Engineer Rates - Page -1-

Introduced by \_\_\_\_\_\_\_\_\_\_

Motioned by \_\_\_\_\_\_\_\_\_\_\_

Seconded by \_\_\_\_\_\_\_\_\_\_\_

1st Reading \_\_\_\_\_\_\_\_\_\_\_\_

2nd Reading \_\_\_\_\_\_\_\_\_\_\_

Third Reading \_\_\_\_\_\_\_\_\_\_

Under suspension \_\_\_\_\_\_\_

\_\_\_\_\_\_\_

ORDINANCE NO. 2020-04 - PAGE NO. -1-

 ORDINANCE NO. 2020-04

# INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND SETTING FORTH THE COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND HIS FIRM**

**WHEREAS**, the Oakwood Village Council passed Ordinance 2017-35, amended by 2017-50 concerning the compensation of the Village Engineer on or about September 26, 2017; and

**WHEREAS**, the compensation of the Engineer provided for him and his firm and for the performance of the duties and functions of his office are set forth in Exhibit A; and

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a

municipal department, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Johnnie A. Warren, President of Council

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debra L. Hladky, Clerk of Council

# Presented to the

Mayor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2020-04 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Debra L. Hladky, Clerk of Council

**POSTING CERTIFICATE**

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2020-04 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debra L. Hladky, Clerk of Council

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

CONTRACT FOR THE PROVISION OF

MUNICIPAL ENGINEERING CONSULTING SERVICES

TO THE VILLAGE OF OAKWOOD, OHIO

 This agreement is set between the Village of Oakwood and Chagrin Valley Engineering, Ltd., for the provision of Municipal Engineering Consulting Services.

**Section 1.** Edward J. Hren, P.E. (hereinafter referred to as “Engineer”) and Matthew M. Jones, P.E. (hereinafter referred to as “Assistant Engineer”, duly licensed as a Professional Engineers, in conjunction with Chagrin Valley Engineering, Ltd., (hereafter referred to as “CVE”) are hereby designated as the Consulting Municipal Engineer and Assistant Consulting Municipal Engineer for the Village of Oakwood, Ohio for a term beginning upon execution of this agreement and thereafter at the pleasure of the Mayor, upon the terms, provisions and conditions thereafter set forth herein and ratified by the Village Council. The Engineer(s) in conjunction with CVE staff shall perform such services and be compensated for services rendered to the Village as follows:

a) Preparation of necessary plans, profiles, specifications and estimates of cost for such public improvements as may be authorized by the Mayor and/or Council to prepare;

b) Supervise and serve as representative of the Village of Oakwood in the execution of those public works projects for which the Engineer is authorized by Mayor and/or Village Council to so act;

c) As authorized by the Mayor and/or Village Council, supervise and direct construction inspectors and such inspectors shall report to and receive their instructions from the Engineer, relative to the improvements covered in paragraphs (a) and (b) hereof;

d) Upon appropriate authorization, furnish to the Mayor and/or Council plans, specifications and estimates of cost for such improvements for the guidance of this Mayor and/or Council and for the information and guidance of contractors dealing with the Village of Oakwood;

e) Prepare applications for grant programs which are available for public improvement projects;

f) Review plans of private, commercial and residential developments and advise the Mayor and Council on the plans;

g) Review lot plans for new residential homes and check final lot grades when requested by the Oakwood Building Department to verify consistency with the approved lot plan;

h) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood’s interests relative to the Cuyahoga County Department of Public Works Sewer Service Agreement, and the NEORSD Southerly Wastewater Treatment Plant, Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department on matters concerning sanitary sewage treatment and provision of a potable water supply;

i) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood’s Ohio EPA National Pollutant Discharge Elimination System (Phase II) requirements;

j) Make and deliver to the Mayor and/or this Council regular reports of the progress of improvements under the Engineer's charge, stating conditions of same, including any changes in construction costs and/or engineering costs, together with any other matters of interest desired by the Mayor and/or this Council. All plans and specifications shall be the property of the Village of Oakwood;

k) Be in charge of engineering and other work to be furnished hereunder as the same may be authorized by Council, with the right and obligation of calling upon any of the personnel and facilities of its firm as needed from time to time in the performances of said work; and

**Section 2.** The Engineer and the Assistant Engineer, in conjunction with CVE, shall furnish services to this Village, as required by the Village, through the Villlage Council or its designee, including the following services covered by the compensation as described below in this section. Services involving the use of additional CVE staff members shall be compensated as described with Section 3 of this agreement:

1. Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the City Council, and Administrative Departments upon direction of the Mayor.
2. Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the Village Council related to the Village of Oakwood’s interests associated with the NEORSD Southerly Wastewater Treatment Plant, the Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department, and attend meetings related thereto as requested.
3. Advise the Mayor in matters relating to resident’s problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns and building grades.
4. Assist the Mayor, the Planning Commission, the Chief Building Official, the Service Department and other municipal departments, boards or commissions, as directed, on municipal engineering and National Flood Insurance Program matters.
5. Attend Council meetings and other meetings as requested by the Mayor and/or Village Council. The monthly retainer amounts presented below in this section is based upon the attendance of the Engineer at Planning Commission meetings and Council Work Session meetings only when requested.
6. Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, sanitary sewer systems, storm water collection, water distribution, or other infrastructure improvements contemplated by the Mayor and Council.
7. Prepare applications for grants pertaining to public improvements requiring the services of the Village Engineer, Ohio Public Works Commission funding requests, inventory updating and disbursement requests concerning Federal or State funded projects.
8. Perform such other duties as is normally required of Consulting Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Chagrin Valley Engineering, Ltd., shall receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Twenty-Four Thousand Dollars ($24,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments

to Edward J. Hren, P.E. and subject to payroll and Public Employee Retirement System withholding taxes. In addition, Chagrin Valley Engineering, Ltd., shall also receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Ten Thousand Dollars ($10,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments to Matthew M. Jones, P.E. and subject to payroll and Public Employee Retirement System withholding taxes.

**Section 3.** For services in connection with the construction of public improvements as described above, Chagrin Valley Engineering, Ltd., shall receive compensation as a percentage of the actual cost of construction of all improvements authorized by Council and under its control. The percentage paid shall be as follows:

**Projects – Schedule 1**

Sanitary sewer projects including new installations, repairs, rehabilitation and other sanitary sewer related projects. Street projects including complete pavement replacement and/or widening.

**Fees – Schedule 1**

**COST OF CONSTRUCTION FEE**

$ 0 - $250,000 Hourly

$ 250,001 - $500,000 10% of $250,000.00 plus 7.6% of the amount over $250,000

$ 500,001 - $1,000,000 8.7% of $500,000.00 plus 6.3% of the amount over $500,000

$1,000,001 - $5,000,000 7.5% of $1,000,000.00 plus 6.1% of the amount over $1,000,000

**Projects – Schedule 2**

All public improvement projects other than sanitary sewer and street projects as described in Schedule 1 Projects.

**Fees – Schedule 2**

**COST OF CONSTRUCTION FEE**

$ 0 - $250,000 Hourly

$ 250,001 - $500,000 9% of $250,000.00 plus 5.4% of the amount over $250,000

$ 500,001 - $1,000,000 7.2% of $500,000.00 plus 5.2% of the amount over $500,000

$1,000,001 - $5,000,000 6.2% of $1,000,000.00 plus 5.1% of the amount over $1,000,000

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor’s payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services. Supplemental services not included within the presented fee schedule are, but not limited to: wetland delineations, stream quality assessments, preparation and acquisition of U.S. Army Corps of Engineers / Ohio Environmental Protection Agency wetland or stream fill permits, property, boundary, or right-of-way surveys, topographic surveys, profile surveys, grade stakes for construction, inspection of construction, shop, mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by Chagrin Valley Engineering, Ltd. on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services.

 Chagrin Valley Engineering, Ltd. shall be entitled to progress payments in proportion to services performed on monthly basis. Upon authorization by Village Council and until bids are taken and contracts awarded, compensation shall be determined by the following percentages and the Engineer’s estimated construction cost. As the work is constructed, Chagrin Valley Engineering, Ltd. shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificates of payment to the contractor, provided said payment is authorized by Village Council. As soon as the final certificate of payment to the contractor is issued, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

1. Preliminary Report Phase 15%
2. Preliminary Design Phase 20%
3. Final Design Phase 35%
4. Bidding or Negotiating Phase 10%
5. Construction Phase 20%

 In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement, Chagrin Valley Engineering, Ltd. shall credit against the total compensation the payment previously made hereunder, providing that Chagrin Valley Engineering, Ltd. is at that time employed by this or by a succeeding Council to provide Municipal Engineering Consulting Services. In the event of the revival of a project within the time frame specified above, Chagrin Valley Engineering, Ltd. could, at its discretion, elect to negotiate additional fees with the Village of Oakwood. Additional fees would address conditions that have incurred solely because of changes in existing conditions since the abandonment or postponement of the project, or design parameters that have been established by governmental review and approval after such delay.

Engineering charges for federally funded work must be in accordance with Federal Regulations and are set and approved as part of the funding procedure, and therefore are not part of this document.

 **HOURLY RATE SCHEDULE:** For additional services for which the Engineer or Assistant Engineer shall have been authorized to prepare material or work not let by Contract or for the performance of any of the following tasks:

* Special Surveys
* Preparation of Reports
* Preparation of Special Assessments
* Field Elevation Checks of Walks, Basements, Sewers, etc.
* Storm Water Management Inventory Assistance
* Storm Water Drainage: Plan / Calculation Review
* Erosion and Sediment Control: Plan Review / Site Inspections
* Sanitary “Tap-In” Reviews and Fee Determinations
* Residential / Commercial / Industrial Site Plan and or Subdivision Review
* Survey Plat Review
* Development / Implementation of Ohio EPA National Pollutant Discharge Elimination System (Phase II) Storm Water Management Program
* Preparation / Maintenance of Geographical Information Systems

Compensation shall be made based on time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

 Engineer - Partner $96.00 per hour

 Engineer – Associate $91.00 per hour

 Engineer $86.00 per hour

 Contract Administrator $71.00 per hour

 Stormwater Coordinator $75.00 per hour

 Stormwater Technician $68.00 per hour

 Water Quality Scientist $78.00 per hour

 Professional Surveyor $84.00 per hour

 CAD Designer $76.00 per hour

 Geo. Info. Sys. (GIS) Tech. $80.00 per hour

 Clerical $34.00 per hour

 1 Man Survey Field Crew w/GPS $112.00 per hour

 2 Man Survey Field Crew $125.00 per hour

 3 Man Survey Field Crew $136.00 per hour

 Environmental Scientist $84.00 per hour

 Wetland Technician $70.00 per hour

 Construction Observer\* $51.50 per hour

\*Construction Observation shall be subject to two hours minimum per day and a 1.5 times overtime rate beyond 8 hours per day unless a shortened work week (four 10-hour days for example) is approved by the Consulting Municipal Engineer in advance.

Prints, Materials, Supplies and Services provided or performed by others at Cost.

**Section 4.** The Consulting Municipal Engineer and Assistant Consulting Municipal Engineer as provided for in Section 1 agree that for the duration of their employment by this Municipality neither they nor any member of CVE or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval unless such work is approved by the Mayor and Council; however, work for Federal, State, County or Regional Governments is not prohibited.

**Section 5.** CVE shall maintain Professional Liability Insurance in the Amount of $2,000,000 and provide the Village with a Certificate naming the Village as an additional insured during the period this Ordinance is in effect.

**Section 6.** Documents and Files: All engineering documents and project files, both printed and digital, created for the purposes serving the Village of Oakwood shall be the property of the Village of Oakwood.

**Section 7.** The contract provided herein with CVE may be terminated by either party on thirty (30) days advance written notice to the other, provided that such determination shall not affect the duty of the Consulting Municipal Engineer or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the Village to pay for such service rendered, before the effective date of termination.

 Edward J. Hren, P.E., Partner, Date Matthew M. Jones, P.E., Partner Date

 Chagrin Valley Engineering, Ltd. Chagrin Valley Engineering, Ltd.

 Accepted this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020 by the Village of Oakwood, Ohio, pursuant to Ordinance of Council No.  **2020-05**  adopted on **January , 2020**

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Gary V. Gottschalk, Mayor

 Village of Oakwood, Ohio

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debra L. Hladky, Clerk of Council

The legal form of the within instrument is hereby approved.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

James A. Climer, Director of Law Date