

CITY OF BEDFORD, OHIO

ORDINANCE NO. 071-24

AN ORDINANCE AMENDING ORDINANCE NO. 093-23 AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GPD GROUP FOR ENGINEERING SERVICES WITHIN THE CITY OF BEDFORD AND DECLARING AN EMERGENCY

WHEREAS, the GPD Group has served as the City Engineer for several years and is well versed in all aspects of the City's infrastructure, and

WHEREAS, the Administration has determined that it is in the best interest of the City to continue the relationship with GPD and recommends an amendment to the contract with the City Engineer for the year **2025**.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bedford, County of Cuyahoga, and the State of Ohio.

Section 1. That the City Manager is hereby authorized to enter into a contract with GPD Group for provision of the services of a City Engineer pursuant to the terms contained in **Exhibit "A"** for **2025**.

Section 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby determined to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the City of Bedford and for the further reason that the contract needs to be renewed to continue competent service and to prepare a budget for next year's service.

WHEREFORE, this Ordinance shall take effect and be in force immediately upon its passage.

1st Rdg.: 12/16/24

2nd Rdg.: 1/6/25

Stanley C. Koci, Mayor-President of Council

Tracy M. Simons, CMC, Clerk of Council

Prepared and approved as to legal content by: _____
John J. Montello, Law Director

PASSED: January 21, 2025

AGREEMENT
BETWEEN THE CITY OF BEDFORD
AND THE FIRM Glaus, Pyle, Schomer, Burns and DeHaven, Inc.

I. **THIS AGREEMENT**, made at Bedford, Ohio this _____ day of _____, _____ by and between the City of Bedford, Ohio, hereinafter called the "CITY", and the firm Glaus, Pyle, Schomer, Burns and DeHaven, Inc., dba GPD Group, 520 South Main Street, Suite 2531, Akron, Ohio 44311, hereinafter called the "Engineer", witnesseth;

THAT WHEREAS, the CITY intends to obtain the services of a professional engineer to act in the capacity of City Engineer and whereas the said firm proposes to furnish such engineering services to the CITY for a period of 12 months from January 1, 2025 to December 31, 2025.

THEREFORE, In consideration of these premises, and of the mutual covenants herein set forth, the CITY and the ENGINEER agree as follows:

II. **THE ENGINEER** agrees to furnish and perform the various professional services as are herein defined as "ROUTINE SERVICES" and such additional professional services as are herein defined as "SPECIFICALLY AUTHORIZED SERVICES", as follows:

- a. **ROUTINE / EMERGENCY SERVICES**: Professional services as outlined in the City of Bedford, City Engineer Scope of Services under Section A, "Hourly Services" shall be performed by the ENGINEER for the CITY, either as a matter of routine or upon request of an appropriate City official as may be designated by the City Manager.
- b. **SPECIFICALLY AUTHORIZED SERVICES**: All services not included in the City of Bedford, City Engineer Scope of Services under Section A, shall be considered Specifically Authorized Services. Specifically Authorized Services include but are not limited to the services that are outlined under Section B, "Additional Services" in the City of Bedford, City Engineer Scope of Services.
- c. The City of Bedford, City Engineer Scope of Services is included in this agreement as Attachment A.

III. The **CITY** agrees to retain the services of the ENGINEER during this contract, and to compensate the ENGINEER under the following terms and conditions:

- a. **HOURLY SERVICES**: For general consulting services as detailed under Article II-a, Routine Services, the ENGINEER shall be compensated on an hourly basis based upon the "Hourly Rate Schedule" contained in Section C of the City of Bedford City Engineer Scope of Services. This payment shall be invoiced monthly based on actual effort expended.

- b. **SPECIFICALLY AUTHORIZED SERVICES:** For specifically authorized services as detailed under Article II-b and further clarified in Section B of the City of Bedford, City Engineer Scope of Services, referenced in this agreement as "Attachment A", The City agrees to compensate the ENGINEER based upon the following format. Invoices will be processed monthly based upon actual work completed for hourly tasks and an estimate percent complete for lump sum tasks.
- a. Municipal Public Improvement Projects (design phase services) – negotiated lump sum fee, including expenses
 - b. Municipal Public Improvement Projects (Construction Inspection / Construction Administration Phase) – hourly based upon hourly rate schedule, plus expenses
 - c. Consultation related to developer projects – hourly based upon hourly rate schedule, plus expenses
 - d. Other Services requested by the administration – hourly based upon rate schedule, plus expenses
 - e. Internal and External Plan review – hourly based upon rate schedule, plus expenses
- c. **CONSULTING ENGINEER ON SELECTED PROJECTS:** It is understood that the CITY may retain and pay for the services of another Consulting Engineering firm from time to time on selected projects. The ENGINEER may be retained separately to assist the CITY with plan reviews and other authorized tasks on selected projects.
- d. **PERFORMANCE BY CITY:** This proposal is based upon the understanding that the CITY, without expense to the ENGINEER, will:
- i. Make available to the ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
 - ii. Provide all test borings or other soils investigations which are required for the proper design of the improvements.
 - iii. Furnish testing laboratory services for inspection and testing materials and/or equipment as may be necessary to assure compliance with contract specifications; and furnish all necessary field inspection services including construction control surveys as are required for detailed inspection of the construction work.
 - iv. Furnish all legal and/or land appraisal services which may be required.
 - v. If requested by the CITY, the ENGINEER shall have the option to have the work outlined in Item Nos. 2 through 4 above performed by others and the ENGINEER shall be compensated at cost by the CITY for such services, or the ENGINEER may perform the services and be compensated based upon the Rate Schedule in Section C of the City of Bedford, City Engineer Scope of Services, referenced in this agreement as "Attachment A".

- e. **PAYMENT OF INVOICES:** By entering into this agreement, the CITY agrees to process and pay all ENGINEER'S invoices within thirty (30) days of receipt. This includes invoices for all projects and miscellaneous work assignments, including construction observation and administration for CITY projects with the specific exception of construction observation services for private projects completed for private developments or private parties at the direction of the CITY. For this private construction observation work, the CITY agrees to process and pay all ENGINEER'S invoices within sixty (60) days.

- f. **RISK ALLOCATION:** In recognition of the relative risks and rewards of the Work to the CITY and the ENGINEER, the risks have been allocated such that the CITY agrees, to limit the liability of the ENGINEER to the CITY, and any party claiming through CITY through contract or otherwise, to a maximum aggregate total of five times the ENGINEER's fee for the specific task or project which is the source of any said claim, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

- g. **DISCLOSURE OF POTENTIAL CONFLICTS:** ENGINEER agrees to disclose to the CITY any potential conflict of interest that may arise as a result of the performance of its services and other agreements and obligations under this Agreement. ENGINEER shall provide such notification as early as practical after ENGINEER becomes aware of such potential conflict.

- h. **CONFIDENTIALITY:** The ENGINEER shall not, either during or after the term of the Contract, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the CITY without the written consent of the CITY. The provisions of this section shall survive the satisfaction of the obligations and the completion of the terms of this contract.

- i. **TERMINATION:** In the event the CITY or the ENGINEER desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The ENGINEER shall be permitted to complete all started projects and design work in progress; all other services shall cease at the end of the ninety (90) days. The ENGINEER shall return to the CITY all maps, drawings and other CITY records.

IN WITNES WHEREOF, the parties hereto have affixed their hands and seals at Bedford, Ohio
this _____ day of _____, _____.

Witnesses:

CITY OF BEDFORD, OHIO

Name:

Title:

GPD GROUP

Name: Jeffery Evans

Title: Vice President

ATTACHMENT A

**CITY OF BEDFORD
CITY ENGINEER
SCOPE OF SERVICES**

A. Hourly Services:

The Services rendered on an hourly basis shall include the following:

- (a) As requested, attend City of Bedford meetings, which could include City Council Meetings, Planning Commission meetings and the like, as requested by the City Manager or his designated person.
- (b) Give advice to Council, the City Manager, or other proper administrative officials on problems pertaining to engineering.
- (c) Attend status meetings with the City Manager or his duly appointed representative.
- (d) If needed, pick up and deliver developer-furnished materials from the City.
- (e) Support services for City Administration, City Council, City Departments, developers and citizens, e.g., miscellaneous plotting of drawings, answer telephone calls regarding regulations and standards, etc.
- (f) Serve as liaison with other government agencies such as Ohio Department of Transportation, Cuyahoga County Engineer, NOACA and FHWA.
 - a. This effort specifically includes coordinating with ODOT on plans which affect the City of Bedford as well as assisting the City with the ODOT funded projects.

- i. Any plan preparation as a part of an ODOT funded program which is required by GPD Group would be completed under Additional Task Services, Item B.
- ii. Any plan review, on behalf of the City of Bedford for ODOT-Let projects, will be billed on an hourly rate as per the attached rate schedule.

(g) Prepare preliminary reports, sketches, layouts, and estimates concerning the advisability of proceeding with any public improvement projects contemplated by council or the administration.

(h) Serve as liaison with utility companies for project coordination, data collection, transfer and relocation schedules.


(i) Grant application and administration assistance. GPD will identify and coordinate with various funding agencies on the local, state and federal level (e.g. OPWC, State Issue 1 Program, OWDA, US DOC Economic Development Agency, CDBG, etc.). GPD will interview various City officials, compile necessary information and prepare applications for City Manager / Council approval. GPD will coordinate with funding agencies to expedite review and make any necessary revisions.

B. Additional Services

Any additional tasks will be performed at a cost mutually agreed upon by the City and GPD.

These task may include, but not limited to:

- (a) Providing consultation services for construction projects being proposed by private developers within the City. Review and consultation shall be performed with respect to construction standards and methods, and for verification of compliance with the City standards and codes. (example would be site plan review for private development, or review of traffic impact study).
 - a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
 - b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.
- (b) Prepare plans, specifications, cost estimates, assessment calculations, professional surveying services, wetland or other environmental permitting services, and architectural services for municipal public improvements and infrastructure maintenance projects as directed by the City administration
 - a. GPD Group would perform these services based upon a negotiated lump sum price for the work which would include any expended reimbursable costs.
- (c) Provide Construction Administration and Construction Observation Services for municipal public improvement and infrastructure maintenance projects as



directed by the City administration or private development that will become dedicated public roadways as directed by the City.

a. These services could include but are not limited to:

- i. Placing copies of plans and specification on view in the ENGINEER'S office for information of equipment and material suppliers; and being available to answer pre-bid questions and process addenda changes during the period of advertisement for bids.
- ii. Assistance to the CITY in securing, tabulating and evaluation of construction bids and furnishing engineering recommendations concerning the award of construction contracts.
- iii. Visits at necessary intervals to the site of the work by a duly qualified representative of the ENGINEER throughout the active construction periods for review of the progress and quality of the construction work and consultation with CITY representatives in the interim between such visits.
- iv. Review and checking of all detailed construction drawings and all shop drawings and erection drawings and other information submitted by contractors for compliance with design concept and requirements of contract documents. This performance includes similar checking of laboratory, shop and mill reports of materials and equipment.

- v. Furnishing supplementary detailed working drawings, specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve actual field conditions encountered if the ENGINEER is the design agent. If the ENGINEER is not the engineer of record for the plan being constructed, the ENGINEER will coordinate with the designer of record in order to obtain answers to construction issues or to provide interpretation of design intent or direction for change of condition.
- vi. Providing construction observation services.
- vii. Checking interim and final estimates for payment to contractors.
- viii. Review of all operation and performance tests required by the contract specifications submission of the recommendations concerning completion and final acceptance of the construction work.
- ix. GPD Group would perform these services on an hourly basis, based upon the Rate Schedule in Section C of this scope. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.

(d) Any other service as requested by the City administration.

- a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
- b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.

(e) Internal and external plan reviews.

- a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
- b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.

(f) Other services would be performed on an hourly basis utilizing the hourly rate table as shown in Section C.

C. Rate Schedule

See the following pages for Rate Schedule.

Please note – the Hourly Rate Schedule is based upon GPD Group’s internal employee classification categories. Employees may move from one category to another based upon promotion. The employee classification is not meant to be a “job description” as staff from multiple categories can perform the same services. Actual rates billed are reflective of the staffing available to perform the needed services at the time of service request.

GPD Group – City of Bedford – Rate Schedule

Proposed Hourly Rate Schedule	2025 Rate	Service Change
Project Principal	\$165.00	
Senior Project Manager	\$140.00	
Senior Engineer	\$130.00	
Senior Architect	\$130.00	
Senior Landscape Architect	\$125.00	
Landscape Architect	\$114.00	
Design Engineer/Design Architect	\$120.00	
Staff Engineer/Staff Architect	\$103.00	
Engineer / Architect – Co-op/ Intern	\$63.50	
Senior Environmental Scientist	\$125.00	
Environmental Specialist	\$105.00	
Senior Designer	\$111.00	
Staff Designer	\$87.00	
CAD Drafter	\$81.00	
Construction Inspector	\$75.00	
Construction Inspector (Overtime)		Removed Category
Construction Coordinator	\$97.50	
Project Aid/Clerical	\$62.00	
Survey Project Manager	\$140.00	
Senior Surveyor	\$129.00	
Field Survey Technician 3	\$123.00	
Office Survey Technician 3	\$103.00	
Field Survey Technician 2	\$107.50	
Office Survey Technician 2	\$87.50	
Field Survey Technician 1	\$92.50	
Office Survey Technician 1	\$72.50	
Geotech – Project Manager	\$140.00	
Drill / Lab / Field Manager	\$115.00	
Sr. Driller & Field & Lab Tech	\$100.00	
Driller & Field & Lab Tech	\$83.00	
Asst. Driller & Field & Lab Tech	\$67.00	
Geotech Field Supplies	2025	Service
Fixed Costs	Rate	Change
Mortar Cubes (Each)	\$13.00	
Grout Prisms (Each)	\$24.00	
Concrete Test Cylinders (Each)	\$17.00	
Concrete Test Beams (Each)	\$55.00	
Drill Rig (per Day)	\$750.00	
Hydrovac Trailer (Per Day)	\$300.00	
Floor Flatness Gauge (Per Day)	\$125.00	
Nuclear Density Gauge (Per Day)	\$65.00	