

RESOLUTION NO. 232-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with R2O Consulting, LLC, for construction administration and resident observation services relating to the CH-36 & CH-37 SSO Control and North Park Blvd Sewer Replacement Project; and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction administration and resident observation services relating to the CH-36 & CH-37 SSO Control and North Park Blvd sewer replacement project;

WHEREAS, the Mayor has recommended that the services offered by R2O Consulting LLC best meets the City's needs; and

WHEREAS, such services are professional services for which no bidding is necessary;

WHEREAS, Ordinance No. 140-2021, passed November 15, 2021, authorized the appropriation of funds awarded through the American Rescue Plan Act of 2021 ("ARPA") for sewer infrastructure improvement projects under Expenditure Category 5 of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with R2O Consulting, LLC to provide professional construction administration and resident observation services relating to the CH36 & CH37 SSO Control and North Park Blvd Sewer Replacement Project. The contract shall provide for services as set forth in the Scope of Services dated October 31, 2024 submitted by R2O, a copy of which is attached hereto as Exhibit "A" and incorporated herein. Compensation for the services detailed therein shall not exceed Two Hundred Forty-One Thousand Three Hundred Twenty-Eight Dollars (\$241,328.00). All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need

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to timely meet project deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

T. C. A.

TONY CUDA
President of Council

Addie Balester

ADDIE BALESTER
Clerk of Council

PASSED: December 2, 2024

Presented to Mayor: 12/06/2024 Approved: 12/12/2024

KAHLIL SEREN
Mayor



October 31, 2024

Collette Clinkscale
Director of Public Works
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

Re: R2O Proposal for Construction Administration/Resident Observation Services
CH-36 & CH-37 SSO Control and North Park Boulevard Sewer Replacement Project

Dear Ms. Clinkscale,

R2O Consulting LLC (R2O) appreciates the opportunity to provide construction administration and resident observation services to the City of Cleveland Heights for the above referenced project. This letter proposal outlines R2O's understanding of the requested services along with our proposed scope of work, schedule, associated fee and assumptions.

Project Overview

Construction bids were recently submitted to the City by prospective contractors for the **CH-36 and CH-37 SSO Control and North Park Boulevard Sewer Replacement project**. The primary work elements of the construction project include the replacement of the sanitary and storm sewers along North Park Boulevard, as well as roadway restoration. The City is seeking proposals for Construction Administration and Resident Observation services. The proposed scope of services is described below.

Scope of Services

Task 1 – Professional Engineering Oversight

This task includes providing professional engineering support and technical oversight by a licensed Ohio Professional Engineer (PE) for the anticipated duration of the construction contract. The following items are included in this task:

1. Provide senior professional engineering support and technical oversight
2. Coordinate with City representatives and field inspection staff
3. Perform field visits as required to collaborate with City and Contractor on field or constructability issues
4. Prepare and submit monthly project status summaries and invoices.

Task 2 – Construction Administration Services

The following activities are proposed for the Construction Administration Services task:

1. **Pre-Construction Meeting:** Attend the preconstruction meeting to support and respond to technical questions raised by the contractor.
2. **Monthly Construction Meetings:** Lead and attend monthly construction meetings and prepare meeting minutes to document discussion as necessary.
3. **Submittal Review:** Review submittals (up to 20 including resubmittals) from the contractor to confirm construction will adhere to the contract plans and specifications. A written response will



be provided for each submittal reviewed identifying any exceptions taken with the information provided.

4. **Requests for Information:** Provide responses to Requests For Information (up to 10)
5. **Change Orders:** Provide responses to Change Orders (up to 5)
6. **Contractor Pay Applications:** Review and approve monthly Pay Applications (up to 9)

Task 3 - Field Services

1. **Resident Observation:** Provide a Resident Project Representative (RPR) for the day-to-day coordination of the construction work and contract administration. The RPR shall monitor the work of the Contractor on the Project until final completion and acceptance of the Project by the City, assure that the materials furnished, and work performed are in accordance with the plans, specifications, other Contract documents, and that the work on the Project is progressing on schedule.
2. **Conformed Documents (As-builts):** The Consultant will prepare conformed documents based on Addendums and clarifications that arise during bidding process and construction to reflect.

Schedule

This proposal is based upon a construction contract duration of 9 months.

Fee

R2O proposes to perform this work utilizing the following rate table for a not to exceed fee of **\$241,328** as detailed below. Rates shown below are for 2024 and will be adjusted annually at the beginning of the year.

Employee Classification	Employee Name	Billing Rate (\$/hr)
Principal	Kellie Rotunno, PE	\$250.00
Technical Consultant	Kristen Miller, PE	\$232.00
Engineering Designer	Henry Hinze, EI	\$105.00
Engineering Designer/RPR	Mason Ziol	\$96.00
Environmental Technician	Ona Zatania	\$80.00
Admin	Jessica Lee	\$113.00

Task	Cost
Task 1 – Professional Engineering Oversight	\$22,500
Task 2 – Construction Administration Services	\$71,869
Task 3 – Field Services	\$151,062
Subtotal	\$245,431
ODCs	\$500
Total	\$245,931



Assumptions

This proposal is based on the following assumptions:

- Construction contract duration is 9-months.
- 9 monthly construction meetings will be held at City offices.
- 20 total submittals will be reviewed. The total count includes reviews of any resubmittals that are required.
- Up to 10 RFIs will be reviewed.
- Up to 5 Change Orders will be reviewed.
- 9 total pay applications will be reviewed, which coincides with construction duration.
- R2O will provide electronic files for the Conformed to Contract documents.
- R2O will provide the Conformed to Contract Documents 1 month after receiving the Contractor's complete set of bid document mark-ups.
- Cleveland Heights will provide prior examples of submittal review, RFI review, change orders and pay application documents.

Please sign below where indicated to confirm acceptance of this proposal and return to me via email. The attached Standard Conditions will apply to this assignment.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Kellie C. Rotunno'.

Kellie C. Rotunno, PE, BCEE
Chief Executive Officer
R2O Consulting LLC

ACCEPTANCE

This proposal is hereby accepted by:

Authorized Signature

Date



STANDARD CONDITIONS

Fee

The total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will be invoiced at cost with no markup.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at R2O Consulting ("R2O")'s option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after receipt of invoice.

Standard of Care

In providing services under this Agreement, R2O will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. R2O will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of R2O's part of the Project. Regardless of any other term or condition of this Agreement, R2O makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor R2O shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Unforeseeable Conditions

A condition is unforeseeable if concealed or is not capable of investigation by reasonable visual observation. If R2O has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due cause of action in favor of a third party notification, or (2) R2O has no reason to believe that such a condition exists, R2O shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

R2O shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Client shall inform R2O of any potentially hazardous condition prior to R2O performing the services.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold R2O and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom



they are legally liable. R2O further agrees to indemnify the Client for damages arising from its own negligent errors, acts or omissions.

Termination of Services for Convenience

This Agreement may be terminated upon written notice by the Client for its convenience. In the event of termination, the Client shall pay R2O for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Termination of Services for Default

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay R2O for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by R2O under this Agreement, including electronic files, shall remain the property of R2O and may not be used by this Client for any other purpose without the written consent of R2O. Any such use or reuse shall be at the sole risk of the Client who shall defend, indemnify and hold R2O and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to R2O and its subconsultants.

Defects in Service

The Client shall promptly report to R2O any defects or suspected defects in R2O's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify R2O shall relieve R2O of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

R2O shall not be responsible for (1) the acts or omissions of any one performing any of the Work, (2) the instructions given by the Client or its representatives to any one performing any of the Work, (3) the means and methods of anyone performing any of the Work, (4) job-site safety.

Dispute Resolution

In the case of a claim or dispute between the Client and R2O, at least one principal from each party shall enter into a negotiation to resolve the dispute. If the parties cannot reach resolution, the claim or dispute shall then be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this Agreement.

**No Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.