



ENGINEERING • 1140 Terex Road • Hudson, Ohio 44236 • (330) 342-1770

**AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
BETWEEN
CITY OF HUDSON
AND
QUALITY CONTROL INSPECTION, INC.**

THIS AGREEMENT ("Agreement") for Construction Management and Inspection Services, (together with the attachments hereto - Attachment A – CONSULTANT's Proposal and Attachment B – OWNER's Request for Proposal) dated and effective as of **March 2, 2022** (the "Effective Date") and ending on **March 1, 2024**, is hereby made and entered into by and between the **City of Hudson**, a municipal corporation, (hereinafter "OWNER") having a place of business located at **1140 Terex Road, Hudson, Ohio 44236**, and **Quality Control Inspection, Inc.** (hereinafter "CONSULTANT") having a place of business located at **9500 Midwest Avenue, Garfield Heights, Ohio 44125**.

Under the authority of **Resolution No. 21-__**, passed _____, **2021**, the OWNER agrees to employ the CONSULTANT to furnish Construction Management and Inspection services as outlined in Attachment A and B of this Agreement. The CONSULTANT will also furnish required Additional Services and those requiring authorization in advance as outlined in Exhibit A of this Agreement.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of Construction Management and Inspection services by CONSULTANT and the payment for those services by OWNER, as set forth below. All of such services, however, will be furnished by CONSULTANT only after authorization by OWNER and upon agreement as to the fees therefor.

1. Definitions

1.1. Standards of Performance

1.1.1. **Standard of Care.** The standard of care for all Construction Management and Inspection and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances.

1.1.2. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

1.1.3. CONSULTANT shall perform for or furnish Construction Management and Inspection and related services to which this Agreement applies.

1.1.4. CONSULTANT and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to CONSULTANT's scope of services, times of performance, or compensation.

1.1.5. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONSULTANT.

1.1.6. CONSULTANT shall not be responsible for the acts or omission of any CONTRACTOR, subcontractor or supplier, or of any of the CONTRACTOR's agents or employees or any other persons (except CONSULTANT's own employees and subcontractors) at the Site or otherwise furnishing or performing any

of the CONTRACTOR's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of CONSULTANT.

1.2. *Definitions.*

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.2.1. *Additional Services.* The services to be performed for or furnished to OWNER by CONSULTANT requiring prior authorization by the OWNER before commencement.

1.2.2. *Agreement.* This Agreement between OWNER and CONSULTANT for Construction Management and Inspection Services.

1.2.3. *Construction Contract.* The entire and integrated written agreement between OWNER and Contractor concerning the Work.

1.2.4. *Construction Cost.* The cost to OWNER of those portions of the entire Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT, or other design professionals and consultants, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.

1.2.5. *CONTRACTOR.* An individual or entity with whom OWNER enters into a Construction Agreement.

1.2.6. *Contract Documents.* Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and CONTRACTOR, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.2.7. *Contract Times.* The number of days or dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT's written recommendation of final payment.

1.2.8. *Direct Labor Costs.* Direct Labor Costs mean salaries and wages paid to all the CONSULTANT's personnel engaged directly on the project.

1.2.9. *Drawings.* That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings are not Drawings as so defined.

1.2.10. *CONSULTANT's Sub-Consultant.* Individuals or entities having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate or consultant engaged directly on the Project.

1.2.11. *General Conditions.* That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by CONTRACTOR with respect to the Project.

1.2.12. *Hazardous Environmental Condition.* The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to person or property exposed thereto in connection with the Work.

1.2.13. *Laws and Regulations; Laws or Regulations.* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

1.2.14. *Payroll Costs.* Payroll costs mean Direct Labor Costs as defined in Paragraph 1.2.8.; plus the current cost of customary and statutory benefits, including, but not limited to social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits.

1.2.15. *Record Drawings.* The Drawings as issued for construction on which the CONTRACTOR, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by CONTRACTOR to CONSULTANT and which were annotated by CONTRACTOR to show changes made during construction.

1.2.16. *Reimbursable Expenses.* The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay CONSULTANT including, but not limited to; subcontract costs and expenses; transportation; meal expense; lodging; rental of equipment; photo expense; parcel delivery and postage; miscellaneous supplies and reproduction of reports, Drawings and similar Project related items.

1.2.17. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to CONSULTANT to illustrate some portion of the work.

1.2.18. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.2.19. *Substantial Completion.* The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.2.20. *Total Project Costs.* The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals or consultants, cost of land and rights-of-way, or compensation for damages to properties, interest and financing charges and for other services to be provided by others to OWNER.

1.2.21. *Work.* The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

2. Independent Contractor / No Joint Venture.

- 2.1. CONSULTANT shall function as an independent contractor, and not as an agent or employee of OWNER, and shall make no representations to the contrary. This Agreement and the services and activities which are the subject thereof are not a joint venture between OWNER and CONSULTANT, or any officers, officials, employees, representatives or agents thereof.

3. Term.

- 3.1. Unless this Agreement is terminated pursuant to the provisions set forth in Section 8, "Termination," herein, this Agreement and the obligations hereunder shall commence on the date of execution and continue until CONSULTANT has completed the Construction Management and Inspection services outlined in Attachments A and B to this Agreement to the satisfaction of OWNER.

4. Assignment.

- 4.1. OWNER and CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants and provisions of this Agreement. Neither OWNER nor CONSULTANT shall assign or transfer its/his/her interest in this Agreement without the express written consent of the other.

5. Payments.

5.1. *Payments on Termination.* In the event of termination by either party, OWNER shall pay CONSULTANT for all services performed by CONSULTANT or CONSULTANT's sub-consultants, including reimbursable expenses, rendered through the date of termination.

5.2. *Preparation of Invoices.* Invoices will be prepared in accordance with the CONSULTANT's standard invoicing practices, except as directed otherwise in the agreement or attachments, and will be submitted to the OWNER by the CONSULTANT monthly.

5.3. *Payments of Invoices.* Payments for CONSULTANT's work in the Agreement will be paid in a timely basis granted the method and format of invoice is acceptable to OWNER.

5.4. *Records of CONSULTANT's Costs.* Records of CONSULTANT's cost pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. To extent necessary to verify CONSULTANT's charges upon OWNER's request, copies of such records will be made available to OWNER at cost.

6. Suspension.

6.1. If CONSULTANT's services are delayed through no fault of the CONSULTANT, CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement.

6.2. If CONSULTANT's services are delayed or suspended in whole or in part by OWNER, CONSULTANT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by CONSULTANT in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

7. Termination.

7.1. Termination. This Agreement may be terminated only as follows:

- (a) at any time by the written agreement of both OWNER and CONSULTANT;
- (b) by OWNER, for any reason, upon OWNER providing seven (7) days written notice to CONSULTANT; or
- (c) by CONSULTANT, if OWNER is in material breach of its obligations herein and upon CONSULTANT providing seven (7) days written notice to OWNER.

7.2. Effect of Termination.

- (a) If this Agreement is terminated as permitted by Section 8.1, such termination shall be without liability of any party to any other party.
- (b) In the event of a termination prior to the expiration of the term of the Agreement, CONSULTANT shall be paid based on the plan development completion as agreed to by the parties at the date of termination.

8. General Considerations.

8.1. *Use of Documents.*

8.1.1. All documents are instruments of service in respect to this Project, and CONSULTANT and OWNER shall retain an ownership and property interest therein (including the right of reuse at the discretion of OWNER or CONSULTANT) whether or not the Project is completed.

8.1.2. Copies of OWNER-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

8.1.3. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

8.1.4. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others extensions of the Project or on any other project. Any such reuse of modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's sub-consultants.

8.2. *Insurance.*

8.2.1. CONSULTANT shall procure and maintain the following insurance: (a) Worker's Compensation Insurance, (b) Professional Liability Insurance (Error and Omissions) of not less than \$1,000,000, (c) Comprehensive Public Liability Insurance, and (d) Automobile Liability Insurance.

8.2.2. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list CONSULTANT and CONSULTANTS's Sub Consultants as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project. All policies of property insurance shall contain provisions to the effect that CONSULTANT's and CONSULTANT's Sub Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder.

8.2.3. At any time OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles in excess of those maintained by the CONSULTANT. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub Consultants to obtain such additional insurance coverage, different limits, or revised deductibles, for such periods of time as requested by OWNER.

8.2.4. *Controlling Law.* This agreement is to be governed by the law of the State of Ohio.

8.3. *Allocation of Risks-Indemnification.*

8.3.1. *Limitation of CONSULTANT's Liability.* In recognition of the relative risks and benefits of a project to both the OWNER and CONSULTANT, the risks are allocated such that the OWNER agrees.

8.3.1.1. To the fullest extent permitted by law, CONSULTANT's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of OWNER, CONSULTANT and all other negligent entities and individuals.

8.3.1.2. CONSULTANT agrees to indemnify and hold harmless OWNER of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, or relating to the work of CONSULTANT.

8.4. *Hazardous Environmental Condition.*

8.4.1. OWNER represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

8.4.2. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

The parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

CITY OF HUDSON

By: _____
(Signature)

Name: _____
(Printed)

Title: _____ City Manager

Date: _____

QUALITY CONTROL INSPECTION, INC.

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
(Signature)

Name: _____
(Printed)

Title: _____ City Solicitor

Date: _____

FISCAL OFFICER'S CERTIFICATION

As the Finance Director of the City of Hudson, I certify that as of the date of execution of the within this Agreement, the amount (PO No. _____ & \$ _____) required to satisfy payment under the Agreement has been fully appropriated or authorized or directed for such purpose, and is in the City treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

By: _____
Signature

Name: _____
Printed

Title: _____ Finance Director

Date: _____



QCI Group™ | Quality Control Inspection, Inc.

**Construction Management and
Inspection Services
March 2, 2022 to March 1, 2024**

City of Hudson

October 21, 2021



Submitted to:
City of Hudson Engineering Department
Bradley S. Kosco, P.E., P.S. Hudson City Engineer



QCI Group™

Table of Contents



Construction Management and Inspection Services

March 2, 2022 to March 1, 2024

City of Hudson

Corporate Headquarters
9500 Midwest Avenue
Garfield Hts, Oh 44125
T 440.359.1900
F 440.359.1935
www.qcigroup.com



- 1 LPR
- 2 RPR Public
- 3 RPR Private
- 4 Other Personnel
- 5 Mileage Reimbursement
- 6 Standard Inspection Equipment
- 7 Available Personnel
 - Resumes
- 8 Five Most Recent Northeast Ohio Projects
- 9 Management and Documentation Reports
- 10 List of Five Public Agency References
- 11 Proof of Insurance
- 12 Proof of Workers Compensation
- 13 Other Expenses
- 14 Safety Programs, Drug Policies, Training
Programs and Safety Certification

Fee Proposal



City of Hudson Construction Management/Inspection



City of Hudson, Ohio Construction Management/Inspection (March 2, 2022-March 1, 2024) Proposal Form

1. Lead Public Project Representative (LPR) – The duties of this individual include, but are not limited to: inspecting; managing the local Firm's RPR(s) that are working within the City; liaison with the City of Hudson; may work closely with the City of Hudson Construction Coordinator on the annual citywide road programs; managing project quantities; aiding the City in the bidding processes; shop drawing reviews; report any failure of the work or materials that do not conform to the specifications, plans or contract; works to resolve any issues with the public on projects; project compliance with the City of Hudson Engineering Standards and ODOT, as applicable; process project pay estimates; manages the invoicing of the hours worked by the local RPR(s) and overall management duties of the RPR(s). As approved by the City of Hudson the estimated hours per year for this individual = approximately 250-500 hours/year. (Public Projects include all City of Hudson, Ohio projects, City of Akron, and Summit County, Ohio projects within Hudson, Ohio. This applies to RPR Public Inspection and Project Representatives LPR.).

All hourly costs shall include all benefits, profit and multipliers.

- a. Rate \$62.83 per hour
 - i. OWNER shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours, but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- b. Rate \$94.25 per hour (exceed eight (8) hours per project, per day, and Saturday rate)
- c. Rate \$94.25 per hour (City Holiday and Sundays)
- d. The methods of communication between the LPR and the RPR(s) is through regular visits to the work site and cell phone communication as required. Project communications are documented in the daily activity reports and journal entries in the project documentation. All associated costs are included in the hourly rate.

All costs associated with the communications and travel are covered in our hourly rates, except project related mileage. Project mileage charges are invoiced at the end of each month and applied against specific projects.

Billings shall be made for actual hours worked on the project site. Time and costs for travel are only allowed if directly related to the work on the project. Commuting travel costs are not reimbursable.

Fee Proposal (continued)

2. Resident Project Representative (RPR) Public Inspection – This individual shall be, at a minimum, qualified in the following construction fields; storm sewer, water line installations, paving, concrete work, and compaction. The duties of this individual include, but are not limited to: shall be managed daily by the LPR and as needed by the City of Hudson staff; maintain project quantities; daily accurate project reports; document any issues with the public on projects; communicate timely and accurate concerns to the City's Project Manager; provide drawings and calculations for all quantities; take photos of general work progress, specific issues, records of existing items, etc.; verify and check elevations; verify test results and record results; report any failure of the work or materials that do not conform to the specifications, plans or contracts; verify project compliance with the City of Hudson Engineering Standards and ODOT, as applicable; conformance of material and work to the contract, plans and specifications and maintain daily reports.

Estimated number of hours per year for these individuals = approximately 500-1,000 hours/year.

- a. Rate \$54.11 per hour.
 - i. OWNER shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours, but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- b. Rate \$81.16 per hour (exceed eight (8) hours per project, per day, and Saturday rate)
- c. Rate \$81.16 per hour (City Holiday and Sundays)
- d. The method of communication between the LPR and the RPR(s) on the worksite is verbal, as regular visits are made by the LPR to the project. Additionally, when project issues need immediate attention of the LPR, the RPR can contact the LPR by calling or texting the LPR's cell phone, or office. If there is no response they will contact the LPR's supervisor to resolve the issue or find the LPR. All project information is documented in the daily construction activity reports, journal entries in the field books, and field drawings. If, for any reason, the LPR could not be immediately contacted, and issues critical to the project need to be addressed, the RPR would directly contact the City's project representative to inform them of the situation. All costs associated with these communications are covered in our hourly rates.

3. Resident Project Representative (RPR) Private Inspection – This individual shall be, at a minimum, qualified in the following construction fields; storm sewer, water line installations, paving, concrete work, and compaction. The duties of this individual include, but are not limited to: shall be managed daily by the LPR and as needed by the City of Hudson staff; maintain project quantities; daily accurate project reports; document any issues with the public on projects; communicate timely and accurate concerns to the City's Project Manager; provide drawings and calculations for all quantities; take photos of general work progress, specific issues, records of existing items, etc.; verify and check elevations; verify test results and record results; report any failure of the work or materials that do not conform to the specifications, plans or contracts; verify project compliance with the City of Hudson Engineering Standards and ODOT, as applicable; conformance of material and work to the contract, plans and specifications and maintain daily reports.

Estimated number of hours per year for these individuals = approximately 300 - 600 hours/year.

All hourly costs shall include all benefits, profit and multipliers.

- a. Rate \$67.90 per hour.
 - i. OWNER shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled dai-

Fee Proposal (continued)

ly inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours, but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.

- b. Rate \$101.85 per hour (exceed eight (8) hours per project, per day, and Saturday rate)
- c. Rate \$101.85 per hour (City Holiday and Sundays)
- d. The method of communication between the LPR and the RPR(s) on the worksite is verbal, as regular visits are made by the LPR to the project. Additionally, when project issues need immediate attention of the LPR, the RPR can contact the LPR by cell phone or have the office page the LPR. All project information is documented in the daily construction activity reports, journal entries in the field books, and field drawings. If for any reason the LPR could not be immediately contacted, and issues critical to the project need to be addressed, the RPR would contact the City's project representative to inform them of the situation. All costs associated with these communications are covered in our hourly rates.

4. Other Personnel:

Contract Administrator (CA) - Construction Management on an "as-needed" basis and Contract Administration of other capital improvement projects and private development projects as required. These duties include comprehensive administrative project management to assure compliance with applicable laws, project standards, and specifications, establishment and monitoring of project schedules, coordination of materials testing, project acceptance and the closeout process. Additional duties can include monitoring and documenting minority participation and prevailing wage requirements.

If larger projects are taken on by the City of Hudson outside of LPA type work, CA services are available for use by the City under this contract at the following rates:

- a. Rate \$83.43 per hour.
- b. Rate \$83.43 per hour (exceed eight (8) hours per project, per day, and Saturday rate)
- c. Rate \$83.43 per hour (City Holiday and Sundays)

Construction Engineer (PE) - This will be a licensed Ohio Professional Engineer on an As-Needed basis. This individual can provide construction engineering support to the City of Hudson's engineering staff should the City decide to go outside for Construction Management services on a larger capital improvement project. The Engineer's services can range from basic support up to being in responsible charge of the work. The Construction Engineer's duties include, but are not limited to: managing a construction project or a portion of a construction project, ensuring construction work performed will achieve plan and specification intent, scheduling and running the pre-construction meeting and all progress meetings, review and approval of the contractor's schedule, coordinating inspection of project sites, oversee testing of materials and documents work to ensure work performed by contractors is in compliance with all contract documents, correlate and analyze field data, review plans and records, review change orders, prepare time extensions, submit estimates. The Construction Engineer acts as the Project Manager and main point of contact for a project that QCI is assigned full construction management and Inspection services. The Construction Engineer can assist with dispute resolution, estimates, finalize or assist with finalizing and closing out the project; interprets contract provisions, plan requirements and reviews project records; calculate final pay quantities and performs other duties as requested.

- a. Rate \$113.30 per hour.
- b. Rate \$113.30 per hour (exceed eight (8) hours per project, per day, and Saturday rate)
- c. Rate \$113.30 per hour (City Holiday and Sundays)

Should the Contractor adopt a 4-day 10-hour work schedule, QCI will utilize our 4/10 schedule rates which are on the following page:

Fee Proposal (continued)

If the contractor requests to work four (4) – ten (10) hour days, in the spirit of cooperation, QCI will relax our overtime schedule and charge regular time to the project based on the contractor's Monday through Thursday schedule, ten (10) hours per day. In the case of the four (4) ten (10) work schedule, overtime charges will apply after ten (10) hours per day (i.e. if the contractor works 10 hours on Monday, Wednesday, Thursday, and 12 hours on Tuesday, they will be charged 40 hours of regular time and two [2] hours overtime).

If the contractor chooses to work Friday as a day to make up and they have completed the Monday through Thursday, ten (10) hours per day schedule, it will be billed for overtime for that Friday along with any hours worked beyond ten (10) hours per day Monday through Thursday. (i.e. if the contractor works ten [10] hours on Monday, Wednesday, Thursday, 12 hours on Tuesday, and four [4] hours on Friday, it will be billed at 40 hours of regular time and six [6] hours overtime).

If the contractor works less than two (2) hours during the four (4) days (Monday through Thursday), it will be billed at two (2) hours. If they work less than five (5) hours and greater than two (2), it will be billed at four (5) hours. If they work less than ten (10) and more than five (5), it will be billed at ten (10) hours. On Friday, the time will be charged at an overtime rate.

Fee Proposal (continued)

5. Mileage Reimbursement - All mileage reimbursement shall be at the current IRS Standard Mileage Rate for any construction site driving directly related to the project. All travel shall be documented each month and submitted with the invoices for each individual project. Costs for travel are only allowed if directly related to the work on the project. Commuting travel costs are **not** reimbursable.

Important Note: Historically, QCI's annual Scope of Services rates have increased 2 to 3 percent. Major drivers behind these increases are, but not limited to: employee pay rates, health insurance costs, costs of professional and general liability.

6. Standard Inspection Equipment:

QCI shall provide, as part of our hourly rate: company and/or personal vehicles; marking paint (as needed); smart phones that have wireless hotspots for access to the internet when in the field. The smart phones also have applications that include a camera, and voice recording capabilities; a Verizon Wireless iPad and/or laptop computer loaded with Build-A-Form's internet based engineers reporting application, Microsoft (word and excel) software. If an item requires to be faxed, the Inspector can send an image of the document to the main office to be faxed to the City of Hudson.

Each inspector will be equipped with, or have easy access to the following standard inspection equipment in the field: Asphalt thermometer (inferred heat temperature gun), air thermometer, measuring wheel, 300' measuring tape, 25' steel tape, engineers folding ruler, steel scale for measuring plans, tripod, level and rod, hard hat and safety vest, probe, pick, shovel, flashlight and the Ohio Department of Transportation's Construction Material Specifications (CMS) and Manual of Procedures (MOP) for the year relevant to the project's designs for which they are providing inspection.

7. Number of Available Construction Management Personnel:

a. Number of Inspectors:

- i. 47 with 20 or more years construction experience
- ii. 4 with 10 years construction experience
- iii. 5 with 10 years construction experience

Quality Control Inspection, Inc				
Professional and Field Staff				
Last Name	First Name	Hire Date	Job Responsibility	Years of Experience
MANAGEMENT				
Capone	Rick	01/01/85	Owner/President	35
Miller	Harold	06/28/93	Director of Operations	34
Chrzanowski	Edmund	07/05/11	P.E./Construction Engineer	28
Langdon	Lobo	05/13/96	Contract Administrator/LPR	24
Ewers	Anthony	09/01/2020	P.E. / Construction Engineer	10
Robinson	Margaret	07/06/04	P.E. / Construction Engineer	34
Hamad	Khaled	09/01/2020	P.E./Construction Engineer	15
Schneider	Mark	05/23/94	P.E. / Project Engineer/Regional Office Manager	34
Toaz	Todd	03/25/16	Contract Administrator/Construction Engineer Level 1	34
Wise	Terry	08/15/89	Contract Administrator	30

Fee Proposal (continued)

OHIO INSPECTION STAFF				
Liotta	Chris	07/13/87	Lead Project Representative	30
Albanese	Pete	04/03/15	Resident Project Representative	39
Artino	Michael	04/14/14	Resident Project Representative	36
Beeke	Kyle	04/04/16	Resident Project Representative	30
Borowiak	Rick	05/20/13	Resident Project Representative	8
Brady	Tom	02/22/16	Resident Project Representative	38
Buehner	Greg	05/01/2021	Resident Project Representative	1
Calloway	Charles	06/06/15	Resident Project Representative	27
Choate	Robert	06/29/00	Resident Project Representative	29
Cook	Richard	05/09/14	Resident Project Representative	23
Cornell	David	05/16/11	Resident Project Representative	42
Crawford	Phillip	5/14/18	Resident Project Representative	15
Disantis	Rod	09/14/04	Resident Project Representative	23
Dreier	Josh	5/14/18	Resident Project Representative/ ODOT CE-1	4
Dzurnak	Mike	03/25/15	Resident Project Representative/ ODOT CE-1	36
Emch	Andy	8/14/17	Resident Project Representative	6
Faivre	Regis	3/29/19	ODOT/Resident Project Representative	28
Flower	Doug	06/15/15	Resident Project Representative	22

Fee Proposal (continued)

Ford	Jeffrey	06/01/00	Resident Project Representative	34
Furlong	Robert	04/29/14	Resident Project Representative	9
Gilchrist	John	09/23/02	Resident Project Representative	39
Grande	Tony	6/7/09	Resident Project Representative	34
Graves	Shane	06/15/15	Resident Project Representative	25
Hampton	Maurice	08/15/16	Resident Project Representative	19
Ivy	Lavon	9/12/19	Resident Project Representative	4
Kaluza	Jacqui	01/01/2020	Resident Project Representative	15
Khezam	Alaa	6/12/19	Resident Project Representative	7
King	Ralph	09/13/99	Resident Project Representative	23
Klimczyk	Dean	12/24/18	Resident Project Representative	33
Klesse	Frank	09/09/13	Resident Project Representative	22
Kuhn	Justin	04/15/15	Resident Project Representative	8
Lambes	Donovan	01/01/2021	Resident Project Representative	5
Lanier	James	05/20/16	Resident Project Representative	6
Latella	Nancy	08/20/13	Resident Project Representative	30
Mack	Ray	04/04/16	Resident Project Representative	32
McCaslin	Eric	7/16/19	Resident Project Representative	7
McKenna	Ed	7/18/19	Resident Project Representative	8
Merz	Michael	06/07/07	Resident Project Representative	45
Miely	Berkley	04/01/16	Resident Project Representative	8
Nagy	Jay	7/30/19	Resident Project Representative	23
Newman	Brett	8/22/19	Resident Project Representative	2
Onder	John	05/10/13	P.E./Lead Project Representative/ODOT CE-1&2	25
Pollard	Jackie	04/06/15	Resident Project Representative	30

Fee Proposal (continued)

Simkins	Tom	03/14/01	Resident Project Representative	34
Speidel	Randy	7/18/19	Resident Project Representative	19
Svigel	Frank	06/01/16	Resident Project Representative	38
Washington	Rodney	09/28/15	Resident Project Representative	23
Williams	Brandon	08/15/16	RPR/Construction Engineer Level 1	7

Having specialized in construction management and construction inspection services on local municipal improvements over the past 34 years. QCI has built one of the largest resources of inspection staff in Ohio. On average QCI provides contract administration and construction inspection on over 400 projects annually, for the inspection of over \$100M worth of construction each year. This allows QCI's inspectors to gain experience on all types of work including but not limited to roadways, trails, storm sewers, sanitary sewers, water mains, sidewalks, asphalt and concrete programs for both municipal improvements and both commercial and private developments.

QCI brings 24 years of experience inspecting municipal improvements within the City of Hudson, and a deep bench of professional and trained field staff with multi-disciplinary inspection capabilities. This will provide the City of Hudson a great deal of flexibility with our staff to cover all types of work on an as-needed basis.

QCI's past experience with the City of Hudson combined with the size, availability and experience of our staff makes QCI the most qualified firm for the City of Hudson's 2022 through 2024 Construction Management / Inspection Services Contract. The City maintains the right to interview every inspector prior to starting services, and to reject or request the replacement of any inspector at any time. QCI will work tirelessly to ensure that the Staff provided is the most experienced and capable inspectors. We will provide the highest standard of care on every project.

The following pages provide resumes of the staff that QCI recommends to perform Construction Management/ Inspection Services for the City of Hudson.

8. Five Recent Projects



City of Independence - Hillside Road Sidewalk Improvements West, 2021: The scope of the contractors work included clearing, grubbing, excavation, borrow & backfill; curbing, driveway replacement, the construction of all storm sewers, swales, walks & appurtenances. The contractor was required to make the proper connections to existing sewer, drains, mains, pipe lines, conduits, and other structures. The work started limits of the work included Hillside Road from Hawthorn Trace to Valley Woods Drive. The Contract is awarded to CATTS Construction for the amount of \$1,169,256.47. QCI is providing the Construction Management in the form of contract administration and inspection services for this City funded infrastructure improvement. Our team support the City's engineering department to ensure that the improvement is built in reasonable close conformance to the contract documents.

City of Parma - West Ridgewood Culvert Replacement Project 2021: Replacement of existing storm water culvert on West Ridgewood Drive between state and Broadview roads in the City of Parma. Open cut replacement of a 63'-29"x45" Elliptical Precast Reinforced Concrete Pipe under West Ridgewood Drive, construction of Headwalls, embankment work, full depth reconstruction of rigid pavement base, replacement of asphalt pavement, curbs, gutter and drive aprons impacted by the repairs, placement of rock channel protection in swales. QCI provided contract administration and construction inspection to ensure the work was placed in accordance with the plans and specifications. QCI also assisted the City with all project close-out activities to achieve final completion. QCI's RPR's provided daily construction activity reports, tracked materials, labor and equipment, documented deficiencies, and acted a liaisons between the contractor and the residents and businesses impacted by the work. Construction Value \$245K

City of Brunswick - Annual Contract Administration and Inspection Contract - 2021 Plum Creek Greenway Phase 1 Trail improvement: Phase 1 of this highly sought improvement stretch's connects Brunswick lake park with Plum Creek. And the willetts Middle School and Brunswick High School campuses. The first phase of the project, which is named the Olde Village section of the trail extends approximately 5,800 linear feet and features one bridge over the Healy Creek. Through QCI's Annual Professional Services Contract with the City of Brunswick, QCI is providing Construction Administration and Inspection services for this improvement.

City of Wadsworth 2021 Street Improvement Project - Asphalt Program Phases 1 & 2: QCI provided Contract Administration and Full Time Inspection Services to ensure the Annual Pavement Replacement project work was placed in accordance with the contract documents. This years improvements addressed the repair of thirteen streets and one parking lot. Typical repairs included 2" deep planing across the width of the surface, partial depth repairs with ODOT 301 asphalt and full depth repairs with concrete, chip and seal using #8 Limestone and a 2" asphalt overlay using ODOT 448 Type 1 surface course.

Summit County Engineers Office - Annual Construction Inspection Contract 2021: Much like our services in the City of Hudson, QCI provides Summit County with inspections services for both Public Works Improvements and Private Developments. In 2021 QCI provided inspection of the following work:

- Retreat at Liberty Lakes Phase 1&2 Private Development - Grading, Utilities and Roads for 62 lots.
- Meadows of Wintergreen, Phase 3 - 2019 -Grading, Utilities and Roadways for 26 lots, 9.7544 Acres.
- Heritage Subdivision - A Sagamore Land Developers project, Crano Excavating was the contractor, QCI monitored the construction of the utilities, roadways and final grading including enforcement of 611.

5) Portage County Engineers Office - As-Needed Contract Administration & Inspection 2021: QCI provides Portage County Engineers Office with a Construction Engineer and/or Contract Administrator and as-needed Construction Inspection Services to assist in the construction management and inspection of both Capital Improvements and Private Developments. These services are similar in nature to the services QCI has provided the City of Hudson over the past 24 years.

9. Management and Documentation Reports



QCI will use Build A Form® Engineer Report System (BAF) for construction inspection reporting and project tracking. This web-based system is operated by the field staff by inputting data as the work is being constructed. The data is linked through the internet to a contract administration software program. Real-time updates of the project's progress, material quantities used, costs incurred, and all other construction activities are made available to the City of Hudson through a web based user login.

QCI utilizes a web-based solution called Build A Form® Engineer Report System (BAF) for contract administration and construction inspection reporting. Field staff will be equipped with mobile tablets on the job site to capture all aspects of work performed on a daily basis including: Contractor Personnel, Equipment, Material and Contract Pay Items, Environment Conditions, Time on Site as well as Photo and File attachments. Reports created within Build A Form® take staff less time to complete while allowing inspectors to capture and document more information than they otherwise could. Construction Reports created in the field are available to the established project network in real-time. If network connectivity is unstable, field staff utilize the Build A Form® mobile companion app for continued monitoring and documenting allowing them to work offline and sync data when connection is more stable.

Quantities tracked and entered on Daily Construction Reports populate Contractor Pay Estimates automatically after setting a given date range. The Pay Estimate acts as a pencil copy report to compare and reconcile quantities for each Estimate period. After quantities have been agreed upon, Build A Form® can generate Pay Applications with custom signature lines for all necessary parties to sign and execute. The City of Hudson would access Build A Form® through read-only login(s) where data can be easily analyzed and exported from BAF into your local storage device. Build A Form® is flexible on the type of work being performed and has standardized reports for every aspect construction including:

Daily Construction Report	Driveway Apron Detail
Detailed Subcontractor Report	Asphalt Delivery Log
Time and Material Report	Concrete Delivery Log
Itemized Sheets	Bulk Material Delivery Log
Estimate Work Sheet	Hydrostatic Pressure Test Log
Journal Report	Sewer Test Log
Bar Charts (actual vs. bid)	Sewer Mandrel Test Log
Utility Connection Log	RFI Log
Deficiency List	Job Site Photographs
Prevailing Wage	Minority Participation
Weekly Tab Report w/ Analysis of Production	

10. List of Five Public Agency References



10. Please list at least five (5) public agencies that your firm has performed similar work at within the State of Ohio. List names, agencies, and current phone numbers:

- a. Mr. Brian Higgins, Director of Public Service
City of Parma
6611 Ridge Road
Parma, Ohio , Ohio 44129
Office: (440) 885-8186
service@cityofparma-oh.gov
Reference: Ridge Road Water Main & Sanitary Sewer & Replacement Project 2018/19
- b. Mr. Paul Barnett, P.E. Director of Service & Streets
City of Brunswick
4095 Center Road
Brunswick OH 44212
Office: (330) 558-6804
pbarnett@brunswick.oh.us
Reference: 2019 Street Resurfacing Program
- c. Ms. Vicky McCauley, P.E., Engineering Services Mgr./City Engineer
City of Wadsworth
120 Maple St.
Wadsworth, OH 44281
Office: (330) 335-2751 Main Number
vmccauley@wadsworthcity.org
Reference: Takacs Dr. Improvement Project, Contract 2018-470
- d. Mr. Sam Ross, Construction Project Administrator
Summit County Engineers Office
538 E. South Street
Akron, OH 44311
Office: (330) 643-8559
fbross@summitengineer.net
Reference: SUM-CR48-06.16 Rehabilitation of Bath Road Bridge over the Cuyahoga River / The Reserve at North Revere Development
- e. Mr. Michael Collins, P.E., Portage County Project Engineer
Portage County Engineers Office
5000 Newton Falls Road
Ravenna, Ohio 44266
Office: (330) 296-6411
mcollins@portageco.com
Reference: Diagonal Road Resurfacing / Cranberry Creek Subdivision Phases 1 & 2

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Althans Insurance Agency, Inc. 543 East Washington St. P.O.Box 570 Chagrin Falls, OH 44022	CONTACT NAME: Patricia Skalla PHONE (A/C, No, Ext): 440 247-6422 FAX (A/C, No): 4402472394 E-MAIL ADDRESS: clcerts@althans.com <table border="1"> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1442 426 1572 447">NAIC #</th> </tr> <tr> <td data-bbox="816 457 1433 478">INSURER A : Evanston</td> <td data-bbox="1442 457 1572 478">35378</td> </tr> <tr> <td data-bbox="816 489 1433 510">INSURER B :</td> <td data-bbox="1442 489 1572 510"></td> </tr> <tr> <td data-bbox="816 520 1433 541">INSURER C :</td> <td data-bbox="1442 520 1572 541"></td> </tr> <tr> <td data-bbox="816 552 1433 573">INSURER D :</td> <td data-bbox="1442 552 1572 573"></td> </tr> <tr> <td data-bbox="816 583 1433 604">INSURER E :</td> <td data-bbox="1442 583 1572 604"></td> </tr> <tr> <td data-bbox="816 615 1433 636">INSURER F :</td> <td data-bbox="1442 615 1572 636"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston	35378	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Evanston	35378														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Quality Control Inspection, Inc. QCI-CE, Inc. 9500 Midwest Ave Garfield Heights, OH 44125															


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liab			MKLV7PL0003913	11/09/2020	11/09/2021	\$2,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hudson 115 Executive Parkway, Suite 400 Hudson, OH 44236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00923476

Period Specified Below
07/01/2021 to 07/01/2022

QUALITY CONTROL INSPECTION INC
9500 MIDWEST AVE
GARFIELD HTS, OH 44125-2463



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

13. Other Expenses



There are no known additional expenses or costs to the City of Hudson that have not been identified in order for QCI's services to meet The City of Hudson's Request for Proposal.

14. Safety Programs, Drug Policies, Training Programs, and Safety Certification



- 1) Safety is extremely important to QCI; therefore, our employees receive training through various venues. Several of these programs are accomplished through training courses with the Ohio Bureau of Workers Compensation (BWC). Additionally, QCI has implemented a number of in-house measures to further ensure safety. These include:
 - A. QCI's Safety and Policy Manual is thoroughly reviewed with associates when hired and made available for future reference at our corporate headquarters.
 - B. QCI has a written COVID-19 safety policy that outlines our staff's responsibility to maintain safe distances, wear masks when appropriate and keep their work space clean whether it is an office or work vehicle.
 - C. QCI operates under the Drug-Free Safety Program with the Ohio BWC. The benefits of this plan to our employees are as follows:
 - A safer work environment for all employees and clients
 - All employees are provided the Lifestyle Employee Assistance Program (LEAP) through the Cleveland Clinic. As members of the LEAP they receive:
 - Life balance support services
 - Management and employee seminars
 - Financial and legal consultation
 - Parenting, adoption, childcare and eldercare support
 - Substance abuse treatment
 - Nutrition information
 - Tools for healthy living
 - All new employees and supervisors receive a minimum of one (1) hour drug training and education per year.
 - Drug testing of all new employees is mandatory as a qualification for employment with QCI.
 - Random drug testing of all employees that meet the ORC 153.031 RC and 153.03 requirements for contractors performing public improvements is implemented.
 - Post accident testing is required when necessary.
- 2) Training of Inspection Force: QCI utilizes an in-house training program to instruct our inspection force in quality construction inspection skills. This course consists of 28 individual classes teaching inspection skills and the importance of safe practices on the work site.
- 3) ODOT Prequalification of Project Inspectors: QCI has developed a training protocol open to all QCI inspectors in order to promote the education, training and certification of our inspection staff to ODOT's latest prequalification requirements. QCI's goal is to have a minimum of 7 ODOT prequalified project inspectors available every construction season. The requirements of the prequalification process include the following training or certification:
 - A two-year Associates Degree in an engineering related technology by an ABET accredited university - or - NICET Certification in Highway Construction Level II through the National Institute for Certification in Engineering Technologies (NICET).
 - American Concrete Institute (ACI) - Field Concrete Testing Certification, Level I
 - Ohio Aggregates and Industrial Minerals Association (OAIMA) Ohio Aggregate Level I
 - ODOT Office of Construction Administration - Flexible Pavement Examination
 - ODOT Work Zone Traffic Safety Examination
- 4) Many of the QCI staff has been through the OSHA 10-hour safety course.



ENGINEERING • 1140 Terex Road • Hudson, Ohio 44236 • (330) 342-1770

Exhibit B

October 14, 2021

Rick Capone
QCI-CE, Inc.
9500 Midwest Avenue
Garfield Heights, Ohio 44125

Re: Request for Proposal
Construction Management and Inspection Services
March 2, 2022 to March 1, 2024
Hudson, Ohio

Dear Mr. Capone:

The City of Hudson is requesting proposals for Construction Management/Inspection Services for contract work within the City of Hudson. This service would be for a 2-year period of time, March 2, 2022 through and including March 1, 2024.

The City of Hudson Engineering Department currently performs public inspections with our staff and the City also contracts with a private construction management service on the road programs. In addition to the road programs, the City may decide to utilize the construction management/inspection services on other miscellaneous capital improvement projects and for private developments as they arise within the City.

The City of Hudson estimates that the Lead Public Project Representative (LPR) would be as needed, and one (1) Public Resident Project Representative (RPP) may be needed for any ODOT LPA Projects and other private and capital miscellaneous work, as noted above for approximately 400-800 hours/year. All positions are contractual and the employees working in Hudson must be covered under the consulting firms insurance, and workers compensation policies. All of these hours/year are estimated and the City of Hudson cannot guarantee a minimum or maximum and may decrease/increase, as needed.

Please include the requested information and the hourly costs on the attached proposal form. Please submit to the City of Hudson, Engineering Department on or before **October 28, 2021 at 3:30pm EST**.

If you have any questions, please contact our office at (330) 342-1770.

Respectfully,

A blue ink signature of Bradley S. Kosco, written in a cursive style.

Bradley S. Kosco, PE, PS
Hudson City Engineer

Attachment

C: File

City of Hudson, Ohio Construction Management/Inspection
(March 2, 2022-March 1, 2024)

Proposal Form

1. **Lead Public Project Representative (LPR)** – The duties of this individual include, but are not limited to: inspecting; managing the local Firm's RPR(s) that are working within the City; liaison with the City of Hudson; may work closely with the City of Hudson Construction Coordinator on the annual citywide road programs; managing project quantities; aiding the City in the bidding processes; shop drawing reviews; report any failure of the work or materials that do not conform to the specifications, plans or contract; works to resolve any issues with the public on projects; project compliance with the City of Hudson Engineering Standards and ODOT, as applicable; process project pay estimates; manages the invoicing of the hours worked by the local RPR(s) and overall management duties of the RPR(s). As approved by the City of Hudson the estimated hours per year for this individual = approximately 250-500 hours/year. (Public Projects include all City of Hudson, Ohio projects, City of Akron, and Summit County, Ohio projects within Hudson, Ohio. This applies to RPR Public Inspection and Project Representatives LPR.).

All hourly costs shall include all benefits, profit and multipliers.

- a. Rate \$_____ per hour.
 - a. Minimum number of hours per day, if applicable. _____.
- b. OT Rate \$_____ per hour (exceeding eight (8) hours per day/per project, based on a 5-day 8-hour day work week and Saturday rate)
 - a. Minimum number of hours per day, if applicable. _____.
- c. OT Rate \$_____ per hour (exceeding ten (10) hours per day/per project based on a 4-day 10-hour day work week, and Saturday rate)
 - a. Minimum number of hours per day, if applicable. _____.
- d. Rate \$_____ per hour (City of Hudson Holiday and/or Sunday)
- e. Explain the method the LPR contacts and documents project issues with RPR and/or office (i.e. cell phone, digital cameras, etc.)

*The City requires all field personnel to have an operational cell phone. The cost shall be included in the hourly rate for all personnel.

- f. Any additional comments:

2. **Resident Project Representative (RPR) Public Inspection** – This individual shall be, at a minimum, qualified in the following construction fields; storm sewer, water line installations, paving, concrete work, and compaction. The duties of this individual include, but are not limited to: shall be managed daily by the LPR and as needed by the City of Hudson staff; maintain project quantities; daily accurate project reports; document any issues with the public on projects; communicate timely and accurate concerns to the City's Project Manager; provide drawings and calculations for all quantities; take photos of general work progress, specific issues, records of existing items, etc.; verify and check elevations; verify test results and record results; report any failure of the work or materials that do not conform to the specifications, plans or contracts; verify project compliance with the City of Hudson Engineering Standards and ODOT, as applicable; conformance of material and work to the contract, plans and specifications and maintain daily reports.

Estimated number of hours per year for these individuals = approximately 500-1,000 hours/year.

All hourly costs shall include all benefits, profit and multipliers.

- a. Rate \$_____ per hour
 - a. Minimum number of hours per day, if applicable. _____.
- b. OT Rate \$_____ per hour (exceeding eight (8) hours per day/per project based on a 5 day 8-hour work week, and Saturday rate)
 - a. Minimum number of hours per day, if applicable. _____.
- c. OT Rate \$_____ per hour (exceeding ten (10) hours per day/per project based on a 4-day 10-hour day work week, and Saturday rate)
 - a. Minimum number of hours per day, if applicable. _____.
- d. Rate \$_____ per hour (City of Hudson Holiday and/or Sunday)

- e. Explain the method the RPR(s) remains in contact and documents issues with LPR and/or office (i.e. cell phone, digital cameras, etc.)

*The City requires all field personnel to have an operational cell phone. This cost shall be included in the hourly rate.

- f. Any additional comments:

3. **Resident Project Representative (RPR) Private Inspection** – This individual shall be, at a minimum, qualified in the following construction fields; storm sewer, water line installations, paving, concrete work, and compaction. The duties of this individual include, but are not limited to: shall be managed daily by the LPR and as needed by the City of Hudson staff; maintain project quantities; daily accurate project reports; document any issues with the public on projects; communicate timely and accurate concerns to the City's Project Manager; provide drawings and calculations for all quantities; take photos of general work progress, specific issues, records of existing items, etc.; verify and check elevations; verify test results and record results; report any failure of the work or materials that do not conform to the specifications, plans or contracts; verify project compliance with the City of Hudson Engineering Standards and ODOT, as applicable; conformance of material and work to the contract, plans and specifications and maintain daily reports.

Estimate number of hours per year for these individuals = approximately 300-600 hours/year.

All hourly costs shall include all benefits, profit and multipliers.

- a. Rate \$_____ per hour
- a. Minimum number of hours per day, if applicable. _____.
- b. OT Rate \$_____ per hour (exceeding eight (8) hours per day/per project, based on a 5 day 8-hour work week, and Saturday rate)
- a. Minimum number of hours per day, if applicable. _____.
- c. OT Rate \$_____ per hour (exceeding ten (10) hours per day/per project based on a 4-day 10-hour day work week, and Saturday rate)
- a. Minimum number of hours per day, if applicable. _____.
- d. Rate \$_____ per hour (City of Hudson Holiday and/or Sunday)
- e. Explain the method the RPR(s) remain in contact and document issues with LPR and/or office (i.e. cell phone, digital cameras, etc.)

*The City requires all field personnel to have a cell phone. This cost shall be included in the hourly rate.

- f. Any additional comments:

4. **Other personnel as required:** Please reference in this section any other individuals you may deem necessary to this proposal and attach their title, duties, estimate time each week, and pay rates as described above in section 1-3. All hourly costs shall include all benefits, profit and multipliers. Please note any NPDES Certified Inspectors/Personnel and training obtained and any safety/drug policy personnel and training obtained.

5. **Mileage reimbursement:** All mileage reimbursement shall be at the current IRS Standard Mileage Rate for any construction site driving directly related to the project. All travel shall be documented each month and

submitted with the invoices for each individual and each individual project. Costs for travel are only allowable if directly related to the work on the project. Commuting travel costs are not reimbursable.

6. **Standard Inspection Equipment:** The inspection company shall provide as part of the hourly rate: company and/or personal vehicles; camera(s) and recording equipment; computer(s) and printer; Microsoft (word and excel) software; fax machine; all the following standard inspection equipment^{^1} shall be available to the field representatives and provided by the firm; misc. office supplies; profit, insurance; copying/reproduction equipment costs.

^{^1} = Minimum items needed = Asphalt thermometer, air thermometer; measuring wheel; 300' tape, tripod, level and rod; OSHA approved safety vest, marking paint (as needed) and approved hard hats for each employee; probe; flash light; shovel; pick; notebook computer; I.D. badge (identification); ODOT Construction Manual Specification and Standards drawings.

7. **Availability of Inspectors:** The inspection company shall be able to guarantee the availability of inspectors for all projects when given 48 hours minimum notice by the City. Inspectors shall be qualified to perform inspections based on the type of work being performed.
8. Please include the number of available construction management personnel currently with your firm: *(Please attach names and construction experience and number of year in construction and relevant information)*
- a. Number of Inspectors:
- i. _____ with 20 or more years construction experience.
- ii. _____ with 10 or more years construction experience.
- iii. _____ with 5 or more years construction experience.
9. Please list the most recent five (5) projects your firm worked on within Northeast Ohio *(please attach 1 page max.)*
10. Briefly explain how your firm manages and documents the construction management and inspection reports of projects? *(Please attach 1 page max.)*
11. Please list at least five (5) public agencies that your firm has performed similar work at within the State of Ohio. List contact names, agencies, and current phone numbers.
- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
12. Please attach a copy of your current professional liability insurance with a limit of liability of not less than \$1,000,000.00.
13. Please include your company's current workers compensation insurance certificate.
14. The chosen firm will be required to sign an agreement with the City of Hudson prior to acceptance of this contract with the City and as approved by the City Solicitor.
15. Please identify any other expenses or costs not stated above that may apply to your firm's costs in order to perform the above stated work? *(Please attach on a separate sheet.)*
16. Please list your firm's safety programs, drug policies, and list any training programs and safety certifications your firm may have? *(Please attach on a separate sheet.)*
17. The construction management and inspection services included in this proposal do NOT include any Ohio Department of Transportation Projects within the City of Hudson, Ohio. These projects will be under a separate proposal for each individual project, as needed.
18. Selection of the Consultant will be based upon hourly rates.