

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the City Engineer solicited Requests for Qualifications (RFQs) for engineering design services for the Bridge Rehabilitation/Replacement Project for the structure at Electric Boulevard over Heider Ditch; and

WHEREAS, the City Engineer, having reviewed the RFQs submitted, selected American Structurepoint, Inc., of Cleveland, Ohio, for the engineering design services; and

WHEREAS, Council has determined that the quotation submitted by the American Structurepoint, Inc., of Cleveland, Ohio, and as recommended by the City Engineer, is acceptable to this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to enter into a professional services agreement with American Structurepoint, Inc., of Cleveland, Ohio, for engineering design services for the Bridge Rehabilitation/Replacement Project for the structure at Electric Boulevard over Heider Ditch. The agreement shall state among its terms that the cost of said professional services agreement shall not exceed \$219,107 (Exhibit A).

Section No. 2: Upon completion of said engineering design services, the Finance Director is hereby directed to deliver to American Structurepoint, Inc., of Cleveland, Ohio, the warrant of this City in an amount not to exceed \$219,107 and to cause said warrant to be paid.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of replacing or rehabilitating the bridge on Electric Boulevard over Heider Ditch, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

PASSED: 6/10/2024

/s/ Martin E. O'Donnell
President of Council

POSTED: 6/14/2024

APPROVED: 6/11/2024

ATTEST: /s/ Valerie E. Rosmarin
Clerk of Council

/s/ Mark A. Spaetzel
Mayor



May 20, 2024

Ms. Valerie L. Kilmer, P.E.
Bramhall Engineering and Surveying Company
801 Moore Road
Avon, Ohio 44011

Re: Proposal and Agreement for Professional Services for Electric Boulevard Bridge Replacement

Dear Ms. Kilmer,

American Structurepoint, Inc., is pleased to present this proposal and agreement for professional services related to the Electric Boulevard bridge replacement (SFN 4764293), including survey, environmental, detailed design, hydraulic analysis, geotechnical investigation/analysis (to be performed by a subconsultant), subsurface utility locates (to be performed by subconsultant), and general project coordination.

Scope of Services

American Structurepoint's scope of services for this project is as follows. Please see attachment for detailed task narrative.

I. Project Limits

- A. Approximate project limits include 50 feet east and west of the existing Heider Ditch stream crossing. The project termini will be at approximately 100 feet to the east and 100 feet to the west.

II. Improvements to be Designed:

The general scope of the improvements is as described below:

- A. The new Electric Boulevard bridge over Heider Ditch will replace the deficient existing one-cell corrugated steel culvert. Pending confirmation through the hydraulic and geometric analysis, the replacement structure will likely be a 3-sided precast box culvert as detailed in the structural assessment, although an abbreviated structure type study (STS) will be performed to compare three (3) alternatives and confirm the city's preference prior to advancing detailed design. The proposed bridge typical section will match the existing approach roadway with minor approach work to accommodate the new structure.

- B. The study will evaluate 4-sided precast concrete box culverts; 3-sided flat top precast concrete box culvert and a buried prefabricated concrete arch. The study will include layout, evaluation, and preliminary costs of each of these three structures. A preliminary site plan and structure section will be prepared for the preferred structure type. Coordination and review of the geotechnical report is included in this effort.
- C. The project limits include portions of roadway, creek, embankment, and adjacent parcels as required to accommodate the new bridge geometry and fully address necessary scope items required for construction access, bidding, and construction. The project footprint will be minimized with the proposed roadway work transitioning into the existing condition as soon as practical.
- D. The roadway will be closed for the duration of the construction. A detour plan will be developed to re-route traffic during construction. American Structurepoint can provide additional support services under a separate authorization to develop work agreements (if required).
- E. Environmental Services have been included.
- F. If authorized tasks have been included for SUL, supplemental environmental, and design services. Detailed narratives for the if authorized tasks are included in Appendix B.

III. Deliverables

American Structurepoint will provide the following deliverables in accordance with ODOT design guidelines and local design standards (where applicable and preferred by the city):

- A. Abbreviated Structure Type Study (STS)
- B. 30% Submittal
- C. 90% Submittal
- D. Final Plans
- E. Estimated costs for construction will be submitted with each plan submittal

American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, for the safety of persons on or off the job site, or the schedule. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the client and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

We will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the project into the construction documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Our duty to incorporate the design requirements of governmental authorities into the construction documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the

construction documents, but we shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the construction documents or new and different design requirements that are adopted after completion of the construction documents.

Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, we have no control over the ability to influence the governmental review process and the time required to complete the process and we shall have no liability for loss, costs, or damages sustained or incurred by client as a result of delays or extended time required for governmental review process.

Schedule

American Structurepoint will coordinate with Bramhall Engineering on a revised schedule to accommodate the City of Avon Lake contract review and notice to proceed process.

Clarifications

The scope of work identified in this document is American Structurepoint's knowledge of the project requirements at the time when this document was prepared and serves as the basis for our price proposal and agreed fee. However, changes in work may be required as the project develops. Such changes may be dictated by revisions to written procedures included in manuals or decisions made by the city or other reviewing agencies. Although American Structurepoint routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement and will maintain separate cost accounting for each specific issue.

Supplemental Services

Additional items, including but not limited to those listed below can be included as additional tasks if requested by the City. We are available to provide them for a supplemental fee if such a need should arise.

1. Traffic Data Collection, Analysis, and/or Design
2. OEPA Notice of Intent (NOI) (Not Required as EDA < 1 acre)
3. CLOMR/LOMR
4. Roadway drainage design
5. Additional environmental studies or public involvement activities as required any other agency
6. Permit fees required for environmental, hydraulic, OEPA PTI applications, including fees for public notice/newspaper publication
7. Private/public utility relocation design/plan production
8. Lighting design/analysis
9. Layout staking
10. Right-of-Way design services or Right-of-Way Acquisition services

Additional services will be performed based upon an agreed upon scope and fee, and receipt of written authorization by the owner.

Right-of-Entry

It is understood that the Client hereby grants American Structurepoint permission (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants, and subcontractors for the purpose of obtaining field information pertinent to the subject project.

Compensation

The total Lump Sum Compensation for the services rendered will be as indicated below and invoiced monthly on a percent complete basis. Please refer to Appendix B for the detailed fee summary.

Base Services:

Planning Phase	Amount	Firm
Ecological Report	\$7,658.00	ASI
Survey	\$17,527.00	ASI
Hydraulic Analysis and FEMA Coordination	\$15,421.00	ASI
Abbreviated STS	\$7,475.00	ASI
Subsurface Utility Engineering	\$10,849.00	T2UE

30% Plans

Roadway Design	\$23,579.00	ASI
Bridge Design Report + Site Plan	\$6,096.00	ASI
Cost Estimating	\$3,927.00	ASI
Project Management	\$5,505.00	ASI
Geotechnical Services	\$9,900.00	PSI

90% Plans

Waterway Permit	\$4,510.00	ASI
Roadway Design	\$15,597.00	ASI
Bridge Design	\$32,933.00	ASI
Cost Estimating	\$4,160.00	ASI
Project Management	\$2,677.00	ASI

Final Plans

Roadway Design	\$8,408.00	ASI
Bridge Design	\$5,391.00	ASI
Cost Estimating	\$3,211.00	ASI
Project Management	\$2,677.00	ASI

Total Base Services: \$187,501.00

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If Authorized Services:

Subsurface Utility Engineering (Test Holes)	\$14,091.00	T2UE
Perform bridge hydraulic study and scour analysis	\$5,165.00	ASI
Mussel Survey	\$7,750.00	Lawhon
Pre-Bid Questions	\$2,300.00	ASI
On-going Services During Construction	\$2,300.00	ASI
Total If-Authorized Services:	\$31,606.00	

Total Base Services + If Authorized Services: \$219,107.00

Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented. However, we recognize that it may not always be possible to provide written changes, as the client may need to request immediate change or additional services, and the administrative delays could be detrimental and costly to the project. In such case, requests for additional services will be invoiced on a time and materials basis.

Ms. Kilmer, we appreciate the opportunity to provide engineering services and look forward to working with you on the successful advancement of this project. If this proposal is acceptable, please return a signed copy of the attached agreement. If you have any questions or require additional information, please do not hesitate to contact me at 216-302-3694 or ekagel@structurepoint.com

Sincerely,
American Structurepoint, Inc.



Edward D. Kagel, PE
Project Manager



Walid E. Gemayel, PE
Senior Vice President/Partner

EDK/WEG: mma

cc: File

Enclosures:

- Appendix A: EJDC Agreement
- Appendix B: Fee Proposal Spreadsheet
- Appendix C: Project Field Survey Limits
- Appendix D: Subconsultant Proposals (Geotechnical, SUL, and Environmental)