

**ORDINANCE NO. 141-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING, LTD AND ESTABLISH THE COMPENSATION FOR THE CITY ENGINEER IN 2023 AND DECLARING AN EMERGENCY.**

**WHEREAS**, in January of 2015 Chagrin Valley Engineering, Ltd. and one of its principals, Ryan E. Cummins, P.E., CPESC, was retained to provide professional engineering services to the City of Avon and to serve as the City's Consulting Engineer; and

**WHEREAS**, based upon the positive experience of working closely with Chagrin Valley Engineering, Ltd. and Ryan E. Cummins, P.E., CPESC, the Mayor now chooses to continue that relationship by entering into a new contract with CVE; and

**WHEREAS**, Council finds that the Mayor's desire to extend the contract with Chagrin Valley Engineering, Ltd. and the appointment of Ryan E. Cummins as the City Engineer to be in the best interests of the health, safety and welfare of the citizens of Avon in retaining competent, professional engineering services for the community, agrees to the compensation package as set forth herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN, STATE OF OHIO:**

Section 1 - That the "Contract for the Provision of Municipal Engineering Consulting Services to the City of Avon," attached hereto as Exhibit A and incorporated herein by this reference, be and the same is hereby adopted as the contract for engineering services between Chagrin Valley Engineering, Ltd. and the City of Avon commencing in 2023. The Consulting Engineer shall perform such services and be compensated for the services rendered as set forth therein.

Section 2 – Ryan E. Cummins, P.E. as a principal with Chagrin Valley Engineering, Ltd., shall receive as compensation for the services described in Section 2 of the Contract, the annual sum of Fifty-Seven Thousand, Five Hundred Dollars (\$57,500.00), commencing with pay period No. 1 of 2023, payable in bi-weekly installments and subject to payroll and Public Employee Retirement System withholding taxes. .

Section 3 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to authorize the Mayor to enter into the contract with Chagrin Valley Engineering, Ltd. as set forth herein to provide engineering

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services to the City; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 12, 2022 DATE SIGNED: December 12, 2022

By: Brian Fischer  
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: December 13, 2022

[Signature]  
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior  
John A. Gasior, Law Director  
City of Avon, Ohio

ATTEST:

Barbara J. Brooks  
Barbara J. Brooks, Clerk of Council

POSTED: December 14, 2022  
Electronically and at City Hall as  
Provided by Council

Prepared By:

John A. Gasior, Esq.  
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 141-22, passed by the Council of said City on December 12, 2022.

IN WITNESS WHEREOF, I have on this 13th day of December, 2022, affixed my signature and official seal.

Barbara J. Brooks  
Barbara J. Brooks, Clerk of the Council  
of the City of Avon, Ohio

**CONTRACT FOR THE PROVISION OF  
MUNICIPAL ENGINEERING CONSULTING SERVICES  
TO THE CITY OF AVON, OHIO**

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

**Section 1.** Ryan E. Cummins P.E. (hereinafter referred to as "Engineer"), duly licensed as a Professional Engineer, in conjunction with Chagrin Valley Engineering, Ltd., is hereby designated as the Consulting Municipal Engineer for the City of Avon, Ohio for a term beginning fiscal (calendar) year 2023 and thereafter at the pleasure of the Mayor, upon the terms, provisions and conditions thereafter set forth herein and ratified by the City Council. The Engineer shall perform such services and be compensated for services rendered to the City as follows:

- (a) Preparation of necessary plans, profiles, specifications and estimates of cost for such public improvements as may be authorized by the Mayor and/or Council to prepare;
- (b) Supervise and serve as representative of the City of Avon in the execution of those public works projects for which the Engineer is authorized by Mayor and/or City Council to so act;
- (c) As authorized by the Mayor and/or City Council, supervise and direct construction inspectors and such inspectors shall report to and receive their instructions from the Engineer, relative to the improvements covered in paragraphs (a) and (b) hereof;
- (d) Upon appropriate authorization, furnish to the Mayor and/or Council plans, specifications and estimates of cost for such improvements for the guidance of this Mayor and/or Council and for the information and guidance of contractors dealing with the City of Avon;
- (e) Prepare applications for grant programs which are available for public improvement projects;
- (f) Review plans of private, commercial, and residential developments and advise the Mayor and Council on the plans;
- (g) Review lot plans for new residential homes and check final lot grades when requested by the Avon Building Department to verify consistency with the approved lot plan;
- (h) Act in conjunction with the Avon Utility Director as the City's representative to Avon Lake Regional Water and the French Creek Wastewater Treatment Plant on matters concerning sanitary sewage and potable water supply;
- (i) Make and deliver to the Mayor and/or this Council regular reports of the progress of improvements under the Engineer's charge, stating conditions of same, including any changes in construction costs and/or engineering costs, together with any other matters of interest desired by the Mayor and/or this Council. All plans and specifications shall be the property of the City of Avon;
- (j) Be in charge of engineering and other work to be furnished hereunder as the same may be authorized by City Council, with the right and obligation of calling upon any of the personnel and facilities of its firm as needed from time to time in the performances of said work; and
- (k) Maintain Professional Liability Insurance in the Amount of \$2,000,000 and provide the City with a Certificate naming the City as an additional insured during the period this Ordinance is in effect.

**Section 2.** That said the Engineer in conjunction with Chagrin Valley Engineering, Ltd. shall furnish services to this City, as required by the City, through the City Council or its designee, including the following services covered by the compensation as described below in this section. Services involving the use of additional staff members shall be compensated as described with Section 3 of this agreement:

- (A) Act as a technical consultant and advisor on engineering matters referred to him by the Mayor or by the City Council, and Administrative Departments upon direction of the Mayor.
- (B) Advise the Mayor in matters relating to resident's problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns and building grades.
- (C) Assist the Mayor, the Planning Commission, the Chief Building Official, the Service Department and other municipal departments, boards or commissions, as directed, on municipal engineering and National Flood Insurance Program matters.
- (D) Attend Council meetings and other meetings as requested by the Mayor and/or City Council. The monthly retainer amount presented in Section 4 is based upon the regular attendance of the Engineer at Planning Commission meetings and City Council Work Session meetings.
- (E) Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, storm water collection, water distribution, or other infrastructure improvements contemplated by the Mayor and Council.
- (F) Perform such other duties as is normally required of Consulting Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Chagrin Valley Engineering, Ltd., shall receive as compensation for the services described in Section 2 hereof, the annual sum of Fifty-Seven Thousand, Five Hundred Dollars (\$57,500.00), commencing with the first pay period of 2023, payable in bi-weekly installments to Ryan E. Cummins, P.E. and subject to payroll and Public Employee Retirement System withholding taxes.

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

<u>COST OF CONSTRUCTION</u>	<u>FEE</u>
\$ 0 - \$150,000	Hourly
\$ 150,001 - \$250,000	\$18,000 plus 8.7% of the amount over \$150,001
\$ 250,001 - \$500,000	\$25,000 plus 7.6% of the amount over \$250,001
\$ 500,001 - \$1,000,000	\$43,500 plus 6.7% of the amount over \$500,001

\$1,000,001 - \$5,000,000

\$75,000 plus 6.1% of the amount  
over \$1,000,001

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor's payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services. Supplemental services not included within the presented fee schedule are, but not limited to: wetland delineations, stream quality assessments, preparation and acquisition of U.S. Army Corps of Engineers / Ohio Environmental Protection Agency wetland or stream fill permits, property, boundary, or right-of-way surveys, topographic surveys, profile surveys, grade stakes for construction, inspection of construction, shop, mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by the Chagrin Valley Engineering, Ltd. on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services. The Engineer shall at all times notify the Service Director, in writing, of any supplementary services associated with a proposed public improvement at the time that a preliminary estimate, covered under Section 2 of this contract, is submitted for consideration or approval.

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

1. Preliminary Report Phase	15%
2. Preliminary Design Phase	20%
3. Final Design Phase	45%
4. Bidding and Project Award Phase	10%
5. Contract Administration	10%

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

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

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

- Special Surveys

- Preparation of Reports
- Preparation of Special Assessments
- Field Elevation Checks of Walks, Basements, Sewers, etc.
- Storm Water Management Inventory Assistance
- Storm Water Drainage: Plan / Calculation Review
- Erosion and Sediment Control: Plan Review / Site Inspections
- Sanitary "Tap-In" Reviews and Fee Determinations
- Residential / Commercial / Industrial Site Plan and or Subdivision Review
- Survey Plat Review
- Development / Implementation of Phase II Storm Water Management Program

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

Engineer - Partner	\$106.00 per hour
Engineer	\$96.00 per hour
Contract Administrator	\$74.00 per hour
Water Quality Scientist	\$88.00 per hour
Professional Surveyor	\$96.00 per hour
Landscape Architect	\$92.00 per hour
Certified Traffic Engineer (PTOE)	\$140.00 per hour
CAD Designer	\$84.00 per hour
Geo. Info. Sys. (GIS) Tech.	\$88.00 per hour
Clerical	\$37.00 per hour
1 Man Survey Field Crew w/GPS	\$122.00 per hour
2 Man Survey Field Crew	\$132.00 per hour
3 Man Survey Field Crew	\$150.00 per hour
Environmental Scientist	\$88.00 per hour
Construction Observer*	\$60.00 per hour

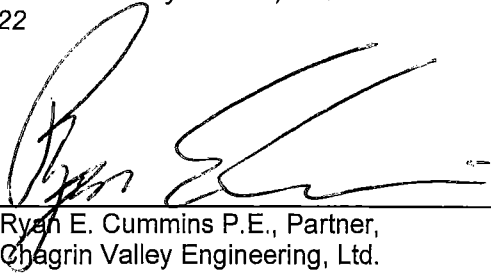
\*Construction Observation shall be subject to two hours minimum per day and a 1.5 times overtime rate beyond 8 hours per day unless a shortened work week (4 – 10-hour days for example) is approved by the Consulting Municipal Engineer in advance.

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


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

**Section 5.** Documents and Files: All engineering documents and project files created for the purposes serving the City of Avon shall be the property of the City of Avon.

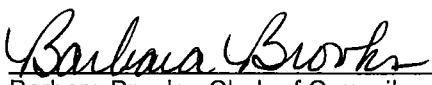
**Section 6.** The contract provided herein with Chagrin Valley Engineering, Ltd. may be terminated by either party on thirty (30) days advance written notice to the other, provided that such determination shall not affect the duty of the Consulting Municipal Engineer or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the City to pay for such service rendered, before the effective date of termination.

BY:  \_\_\_\_\_ 12/12/22  
Ryan E. Cummins P.E., Partner, Date  
Chagrin Valley Engineering, Ltd.

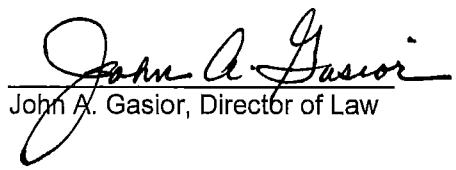
Accepted this 12<sup>th</sup> day of December, 2022 by the City of Avon, Ohio, pursuant to Ordinance of Council No. 141-22 adopted on December 12, 2022 (Supersedes Ord. No. 107-21)

BY:  \_\_\_\_\_ 12/13/22  
Bryan K. Jensen, Mayor Date  
City of Avon, Ohio

Attest:

  
Barbara Brooks, Clerk of Council

The legal form of the within instrument is hereby approved.

 \_\_\_\_\_ 12/12/22  
John A. Gasior, Director of Law Date