

First Reading: January 15, 2019
Second Reading: dispensed

RESOLUTION 2019-03

**A RESOLUTION AUTHORIZING A CONTRACT FOR CONSTRUCTION
ENGINEERING AND MATERIAL TESTING SERVICES WITH PRIME AE GROUP,
INC. FOR THE SYCAMORE ROAD IMPROVEMENT PROJECT**

WHEREAS, the Board of Township Trustees is making improvements to Sycamore Road from Plainfield Road to Kenwood Road in Sycamore Township designated as HAM-CR 279-0.00 Sycamore Road, PID 98764 (the "Sycamore Road Improvement Project"); and

WHEREAS, the Board of Township Trustees desires to contract for construction management and material testing services for the Sycamore Road Improvement Project; and

WHEREAS, the Board of Township Trustees to contract with PRIME AE Group, Inc. for the construction management and material testing services for the Sycamore Road Improvement Project;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1.

The Township Administrator is authorized and directed to contract with PRIME AE Group, Inc. to provide the construction management and material testing services for the Sycamore Road Improvement Project.

SECTION 2.

The contract, in substantially the same form as the attached Sycamore Township Agreement No. 33242, is hereby approved and the Township Administrator is authorized and directed to execute the agreement on behalf of the Board. The maximum prime compensation for the contract shall not exceed \$152,580.00.

SECTION 3.

The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 4.

This Resolution shall take effect on the earliest date allowed by law.

VOTE RECORD:

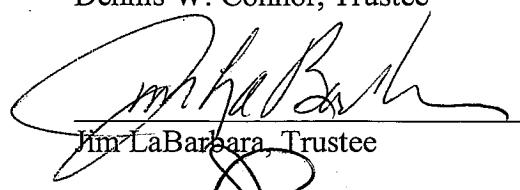
Mr. Connor Aye

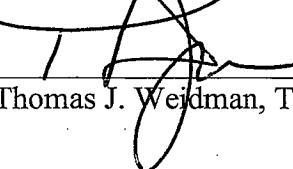
Mr. LaBarbara Aye

Mr. Weidman Aye

PASSED at the meeting of the Board of Trustees this 15th day of January, 2019.

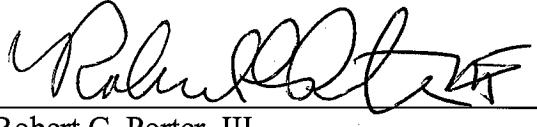

Dennis W. Connor, Trustee


Jim LaBarbara, Trustee


Thomas J. Weidman, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 15th day of January, 2019.


Robert C. Porter, III

Sycamore Township Fiscal Officer

APPROVED AS TO FORM:


R. Douglas Miller, Law Director

SYCAMORE TOWNSHIP
AGREEMENT NO. 33242

This Agreement No. 33242 entered into this _____ day of _____, 20____, by and between Sycamore Township of Hamilton County, acting by and through the Township Administrator, hereinafter referred to as the Township, and PRIME AE Group Inc., hereinafter referred to as the Consultant, with an office located at 7870 East Kemper Road, Suite 130, Cincinnati, Ohio 45249.

W I T N E S S E T H:

That the Township and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to provide construction engineering and material testing services as may be authorized by the Township for the Sycamore Road reconstruction project from Plainfield Road to Kenwood Road in Hamilton County, Ohio, identified as HAM-CR 279-0.00 Sycamore Rd., PID 98764.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The Township and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

(a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The Township agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed One Hundred Fifty-Two Thousand and Five Hundred Eighty Dollars (\$152,580.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
Prime AE Group, Inc.	Project Manager	\$144	N/A
	Construction Eng.	\$77	N/A
	Project Administrator	\$57	N/A
	Inspector/Material Testing	\$71	N/A

Compensation shall be further limited as follows:

- (a) Vehicles furnished by the Consultant shall be compensated on a daily rate basis of Forty-Nine Dollars (\$49.00) for automobiles or trucks.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Township, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services dated August 16, 2018.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Township.

PRIME AE Group, Inc.

By: _____

Title: _____

Sycamore Township

Greg Bickford
Township Administrator

APPROVED AS TO FORM:

By: _____

Title: _____



Cincinnati Office
7870 East Kemper Road | Suite 130 | Cincinnati, Ohio 45249
P: 513.401.6300

August 16, 2018

Sycamore Township
8540 Kenwood Road
Sycamore Township, OH 45236

Attn: Tracy Kellums – Maintenance Superintendent / Assistant Township Administrator

RE: Construction Engineering and Material Testing Services for
HAM-CR279-0.00 – Sycamore Road - PID No. 98764

Dear Mr. Kellums:

We are pleased to submit this proposal to Sycamore Township for the above mentioned project.

GENERAL

Below, we have provided a proposed scope and fee based on our understanding of the project and our previous construction engineering and material testing experience.

SCOPE OF WORK

The intent of this scope of work is to provide construction engineering and material testing services for the Sycamore Road reconstruction project from Plainfield Road to Kenwood Road. Specifically, the following items have been included in this scope of services:

TASK 1 - CONSTRUCTION ENGINEERING AND TESTING SERVICES

The scope of services is based on a 15 month construction period, beginning in January of 2019 and ending in March 2020.

Professional Construction Engineering and Material Testing services shall consist of providing support to the Township inspector as they monitor the contractor's activities. The goal is to provide all required LPA documentation to achieve quality, schedule, and cost control of the construction phase of the Project.

Project Setup

It is the intent of this project to provide construction documentation in accordance with the current Ohio Department of Transportation documentation practices and policies for LPA projects. For this purpose, PRIME will develop/acquire the documents, files, logs, and forms for the project, in accordance with the current version of the State of Ohio Department of Transportation (ODOT) Documentation Manual. It is the intent of this scope to utilize PRIME's Cloud Based System



(Appia) and Construction Drive to store construction diaries, meeting minutes, photos, and project correspondence. We will also utilize ODOT's SharePoint site to allow file access for all stakeholders. A density log will be developed to track earthwork quality control testing. Pay item folders, tracking logs, quantity tracking files and forms, material testing logs and forms, and correspondence logs will be generated specifically for construction activities planned for this project. PRIME will complete this work prior to the beginning of construction activity.

Preconstruction Meeting

PRIME will attend one pre-construction meeting and prepare minutes for this meeting. The meeting will be recorded and minutes will be distributed electronically to all attendees providing an email address within 5 business days. The minutes will be generated using Microsoft Office.

Construction Engineering:

PRIME shall support the Township inspector on an as needed basis and provide guidance on forms and procedures to meet the ODOT LPA requirements. PRIME can also provide inspection services on an as-needed basis to fill in when Township staff are not available or activities warrant additional inspectors. We will work with the Township to verify compliance with the technical requirements of the project, to verify the validity of amounts claimed for payment by the construction Contractor, and to report on the construction work in the field. Construction daily reports describing work location, manpower and equipment, duration worked, weather, and work activities generated by the Township will be reviewed by PRIME and entered into PRIME's Cloud Based System (Appia).

PRIME will utilize PRIME's Cloud Based System (Appia) and Construction Drive or other acceptable means to store/track/manage project correspondence and records including transmittals, schedule updates (copies), contract modifications, shop drawings, requests for proposals, requests for information, letters, and submittals.

PRIME shall process change orders to the Contract Documents in order to document changes to the work dictated by these conditions.

PRIME will work with the Township inspector to maintain a listing of items requiring correction by the contractor and document when deficiencies have been corrected. PRIME will notify the Township when the project is complete, deficiencies have been corrected and the work is ready for final inspection. PRIME will assist in preparing recommendations for final acceptance of the work.

PRIME will store photo documentation of project construction activities provided by the Township and store in our Appia system and the ODOT SharePoint site.

PRIME shall provide monthly status reports during construction indicating the progress of the work, contract modifications, requests for proposals, critical



issues, progress schedules, summary of the work performed for that period, total dollar amount of the contract, amounts paid to the contractor, and funds remaining.

PRIME will perform as a construction engineer/advisor during the construction process and make recommendations for site changes and issues related to construction as requested by the Township.

PRIME will provide documentation and reporting in accordance with ODOT and FHWA Standards.

Meetings

PRIME shall attend all regularly scheduled project meetings held during the construction phase and such other special meetings as shall be deemed appropriate by the Township.

Progress Meetings:

PRIME shall attend and assist with progress meetings, including the preparation of agendas and meeting minutes of meetings when needed. PRIME will utilize Microsoft Office software to prepare agendas and minutes. When directed by the Township, PRIME shall provide professional engineering attendance at all special construction meeting to discuss project problems, clarifications of the work, and all other issues affecting the project. PRIME shall prepare minutes of the meetings and distribute to all attendees.

PRIME will monitor the Contractor's schedule as per ODOT CMS 108.02.B. PRIME will review the Contractor's construction baseline schedule, per ODOT's baseline checklist, to ascertain that the requirements identified in the contract specifications are met. PRIME will prepare written response comments. PRIME shall review and provide comments and recommendations for all progress, recovery, and impact schedules submitted by the Contractor. PRIME shall notify the Township in all instances when the Contractor's progress is not in accordance with the approved schedule. PRIME shall make recommendations as to the need for the Contractor to submit a recovery schedule, or the need to delay payment to the Contractor due to schedule problems.

Submittals/RFI/Correspondence:

PRIME, in coordination with the Township and Design Engineer, will review shop drawings for compliance with contract requirements, distribute with appropriate status identified, and maintain a shop drawing file. PRIME will provide a response within 10 working days of receipt by PRIME. PRIME shall maintain a Submittal log using Microsoft Office.

PRIME shall coordinate construction document interpretation with the Design Engineer during construction. If such interpretation involves any monetary, quality, or material/equipment substitution, the final interpretation shall be made by the



Township. PRIME shall transmit interpretations and clarifications to the Contractor. PRIME shall provide written interpretation of any project specific specifications, as required. PRIME shall provide and maintain a tracking log of all requests for information for the duration of the project. PRIME will maintain submittal, RFI, and correspondence logs using Microsoft Office.

PRIME will respond to correspondence items (email, letters, teleconferences, etc.).

PRIME shall review and recommend for approval monthly and final estimates of work performed by the Contractor upon which partial payments to the Contractor will be based. PRIME shall prepare monthly progress estimates and forward to the Township for final approval and processing. PRIME shall review and comment/recommend to the Township the approval of any schedule of values submitted by the Contractor.

Evaluate Substitution Requests:

PRIME will provide review and recommendation on substitutions of material and/or equipment submitted by the Contractor, in coordination with the Design Engineer. Final approval shall be made by the Township.

RFP Preparation:

PRIME will prepare change orders to aid in resolution of modifications brought about by actual field conditions encountered, review contractor pricing of said change orders, and make recommendation to the Township regarding entitlement and reasonableness of costs. PRIME will assist with the negotiation of said change orders. PRIME will maintain an RFP log.

PRIME shall provide contract change order services by providing independent cost estimates, review of the contractor's proposals, evaluation of project schedule impacts, negotiation assistance based on ODOT CMS 109.05.B, recommendations and processing. PRIME shall process change orders to the contract in a manner approved by the Township and forwarded to the Township for final approval and processing. PRIME shall provide and maintain a tracking log of all change orders to the contract for the duration of the project using PRIME's Appia system.

Evaluation of Claims:

PRIME shall evaluate, investigate, document conditions and circumstances and make recommendations on claims submitted by the Contractor, and on situations that may lead to a claim by the Contractor. PRIME shall provide and maintain a tracking log of all claims made by the Contractor for the duration of the project using Microsoft Office.

Material Testing Services:



PRIME shall perform quality assurance field and lab testing of materials and completed work, as normally required in ODOT's standard policies and procedures.

SWPPP:

PRIME will provide oversight for compliance with the approved Stormwater Pollution Prevention Plan.

In-House Conformance Audits

PRIME will perform in-house audits of the construction documentation for compliance with ODOT's applicable documentation standards and policies. PRIME will review documentation records and provide a report to the Township regarding findings and recommendations from all ODOT/FHWA audits.

Project Close-Out

Upon completion of construction activity and final acceptance of the project, PRIME will finalize, compile, organize and deliver the project construction documentation to the Township. The following items, at a minimum, will be provided:

1. Pay item folders will be finalized to include pay quantity measurement records, reconciled with the final estimate.
2. Project construction daily diary reports will be organized on a month by month basis.
3. Correspondence logs will be provided with organized originals/copies on the project.
4. All contract change documents.
5. Completed density log with a record of all compaction tests performed on the project.
6. Materials certifications and testing records for each respective pay item.
7. Hand-written as-built mark-ups will be provided for the Engineer of Record to update the electronic files. No CADD as-builts have been included in this scope of services.

Construction Support

PRIME will provide additional engineering support services, as deemed necessary by the Township. Such services could include additional engineering/management, additional FHWA compliance reporting requirements, specialized construction material acceptance recommendations and/or additional claims analysis and support. This scope item will be used on an as-needed basis and an estimated number of hours have been included in the fee proposal for this purpose.

PRIME shall not be responsible for construction means, methods, techniques, sequences, procedures, construction Contractor's scheduling, or construction safety. Any review by PRIME does not extend to matters of



means and methods, manufacturer's special expertise and proprietary areas, and/or safety issues.

SCHEDULE

The scope of services is based on the understanding that the project will begin January 2019. From there, the schedule will be dictated by the actual construction schedule, which is intended to extend from **January 2019 to March 31, 2020**.

FEE

Exhibit "A" has been attached to provide a breakdown of the fee for Task 1 as outlined in the scope of services. The total compensation for the work included in this proposal will be billed monthly as per the approved rates.

STANDARD TERMS AND CONDITIONS

Unless noted otherwise, the terms and conditions of the original agreement will apply to this proposal. If approved, the Township will issue an authorized task order for the work proposed.

CLOSING STATEMENT

If the Scope of work contained herein meets with your approval PRIME will commence work upon a written "Notice to Proceed". Thank you for the opportunity to work with you on this project. Please do not hesitate to call should you have any questions or comments or require any clarifications.

Sincerely,

A handwritten signature in black ink that reads "Shawn A. Mason".

Shawn A. Mason, P.E.

Senior Director of Operations – Cincinnati Office



PRIME AE Group, Inc.
7870 East Kemper Road | Suite 130 Cincinnati, Ohio 45249 |
P: 614 401 6301 | C: 513 401-4799 |
smason@primeeng.com

Sycamore Road

Classification	Anticipated Man Hours	Over Time	RATE	Units	Cost to Project
Project Manager	130		144	Hour	\$18,720.00
Construction Engineer	280		77	Hour	\$21,560.00
Documentation Clerk	650		57	Hour	\$37,050.00
Inspector / Material Testing	850		71	Hour	\$60,350.00
Testing / Lab Services	LS				\$10,000.00
Truck Allowance	\$49/Day @ 100 Days				\$4,900.00
					\$152,580.00

January 3, 2019 Start
March 31, 2020 Finish

453 Day Duration
324 Working Days (5/7)
65 Week Duration

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
8/15/2018

Agreement No.:
C-R-S:
Firm Name:

SYCAMORE PROJECTS
PRIME AE Group, Inc.

Company Overhead:	110.94%
Average Overhead:	155.27%
Cost of Money:	0.32%
Net Fee %:	11%

The company records OT premium as: Direct Labor
Does the company anticipate billing overtime? No

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M.	Net Fee	Computed Straight Time/OT Exempt Billing Rate	Computed Overtime Billing Rate ²
Project Manager	No	\$60.00	\$66.56	\$0.19	\$16.85	\$144	N/A
Construction Engineer	No	\$32.00	\$35.50	\$0.10	\$8.99	\$77	N/A
Project Admin	No	\$24.00	\$26.63	\$0.08	\$6.74	\$57	N/A
Inspector / Material Testing	No	\$29.50	\$32.73	\$0.09	\$8.28	\$71	N/A
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	
	unknown					N/A	

¹ **Note:** Rounded the nearest dollar.

² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.

rev. 11/9/2016

Average Raw Rate Calculations per Classification

Agreement No.:

C-R-S:

Firm Name: PRIME AE Group, Inc

Instructions - Insert classification descriptions in yellow highlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager	
Is overtime paid at 1.5X? ----->	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Rate	
Employee Name or I.D.	
SM	\$60.00
Average Raw Rate	
\$60.00	

Construction Engineer	
Is overtime paid at 1.5X? ----->	
Employee Name or I.D	
DT	No Rate
Average Raw Rate	
\$32.00	

Project Admin	
Is overtime paid at 1.5X? ----->	
Employee Name or I.D	
KC	\$24.00
Average Raw Rate	
\$24.00	



OHIO DEPARTMENT OF TRANSPORTATION

John R. Kasich, Governor

Jerry Wray, Director

1980 W. Broad Street, Columbus, OH 43223

614-466-7170

transportation.ohio.gov

Cognizant Review Certificate No. 18-235-SPG-01CR

May 14, 2018

Mr. Anton R. Rasiah
Chief Financial Officer
Prime AE Group, Inc.
8415 Pulsar Place, Suite 300
Columbus, OH 43240

Dear Mr. Rasiah:

We have performed a cognizant review of the audit, and supporting workpapers, of the Indirect Cost Rate of your firm for the year ended December 31, 2017 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Brady Ware & Schoenfeld (the CPA). The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

During our cognizant review nothing came to our attention that caused us to believe that the audit and supporting workpapers for the Indirect Cost Rate and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion. We recommend acceptance of the following rates:

Home Office Indirect Cost Rate	170.73%
Field Office Indirect Cost Rate	110.94%
Facilities Capital Cost of Money Rate	0.35%

Thank you for your cooperation and assistance during our review.

Respectfully,

Gregory Stephens
External Audit Manager
Division of Finance
Office of External Audits