

DELIVERED APR 06 2023

City of Middleburg Heights, Ohio

Ordinance No. 2021- 29

Introduced by: Mr. Bortolotto, Mr. Meany, and Mr. Grech

**AN ORDINANCE
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR
TO ENTER INTO A CONTRACT WITH
TAYLOR CONSULTING GROUP, LLC**

WHEREAS, the City’s purchasing policy requires City Council approval on any single purchase of products or services exceeding \$25,000 or any professional service contract exceeding \$10,000, with the exception of items purchased through or at an amount equal to an approved cooperative purchasing agreement; and

WHEREAS, the City desires to retain the services of a competent and qualified contractor to provide certain products/services to the City; and

WHEREAS, Taylor Consulting Group, LLC is competent and qualified to furnish products and/or services to the City and has provided a responsive and responsible proposal, and desires to provide Construction Documents, Bidding Assistance & Construction Administration Services – Fire Station Roof Replacement Project.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:

Section 1. That the Mayor and Finance Director is hereby authorized to enter into a contract with Taylor Consulting Group, LLC to provide certain products and/or services to the City, a copy of which is attached hereto and marked “Exhibit A”.

Section 2. That it is hereby 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 any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED 4/11/23

[Signature]
PRESIDENT OF COUNCIL

ATTEST:
[Signature]
CLERK OF COUNCIL

PRESENTED TO MAYOR 4/12/23

APPROVED ON: 4-17-23

	YEAS	NAYS
BORTOLOTTO	<u>✓</u>	_____
ALI	<u>✓</u>	_____
SAGE	<u>✓</u>	_____
MEANY	<u>✓</u>	_____
MCGREGOR	<u>✓</u>	_____
FERENCE	<u>✓</u>	_____
GRECH	<u>✓</u>	_____

[Signature]
MAYOR

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Ord. 2023-29 adopted by the Council of the City of Middleburg Hts., on 4/11/23 was posted for a period of fifteen days, beginning 4/17/23 and remained so posted for fifteen days at the two posting places as designated by Charter.

[Signature]
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ord. 2023-29 passed on the 11th day of April 2023 by said Council.

[Signature]
Clerk of Council

Taylor Consulting Group, LLC
PO Box 1570
Mentor, OH 44061

Phone: 440-840-9019
Fax: 440-209-9841
Email: gtaylor@tcgroupdesign.com



March 22, 2023

Marty Kramer
Facility Maintenance Manager
City of Middleburg Heights
Department of Public Service
15700 Bagley Rd.
Middleburg Heights, Ohio 44130

Subject: City of Middleburg Heights
Fire Station

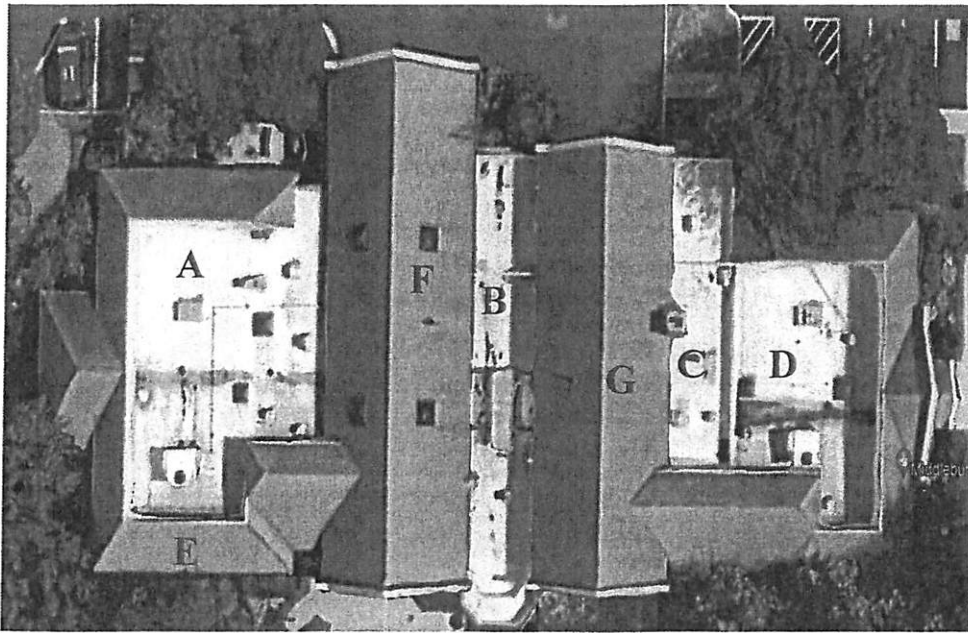
Professional Services Proposal:

- Middleburg Fire Station Roof Design - (Low Slope and Steep Slope Roof Sections)
- Quality Assurance Observation Inspections
- Construction Administration

Dear Mr Kramer:

We are submitting our proposal to provide roof replacement design, quality observation services, and construction administration:

Roof Section A, B, C, & D – Low Slope Roof Replacement
Roof Section E, F, & G – Steep Slope Roof Replacement



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SUMMARY OF WORK:

- Roof traffic protection across existing roof systems and staging area.
- Total removal of membrane flashings at parapets, protrusions, wall flashing systems.
- Wood framing and nailers on parapet wall covered with self-adhered membrane.
- Roof cleaning and repairs.
- Roof Membrane removal.
- Removal and replacement of deteriorated insulation.
- Insulation installation meeting R-25 code requirements.
- Wood nailed and sheet metal coping meeting ES-1 attachment standards.
- Expansion joint modifications
- PVC single ply roof installation.
- HVAC - Disconnect, new supply line curb, and reconnections.
- 20 year (No Dollar Limit) Total System Warranty

Work Item Cost Breakdown outlining work items, budgets, and consulting fees attached.

Thank you for the opportunity to provide a proposal for City of Middleburg Heights Fire station, and I look forward to speaking with you again in the near future.

Best regards,

A handwritten signature in black ink, appearing to read "Gregory R. Taylor". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gregory R. Taylor, RRC

SCOPE OF BASIC SERVICES

Basic Services to be provided will consist of the following:

Construction Documents Phase (Construction Drawings and Specifications)

Drawings and Specifications. Prepare Drawings and Specifications setting forth in detail the requirements for the construction of the Project. With the consent of the Owner, TCG shall include Alternates in the Contract Documents. The Drawings and Specifications shall encourage competition.

Bidding Documents. Preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Instructions to Bidders, Bid Forms and Special Conditions.

Bidding and Award Phase (Bidding Assistance and Recommendation)

Prebid Conferences. Conduct prebid conference with prospective Bidders to familiarize Bidders with the Contract.

Bid Review. Review all responsive bids, participate in investigating the responsibility of Bidders and deliver a written recommendation to the Owner about the award of, or rejection of, any bid or bids for each Contract for the Project.

Construction Phase (Administration of Construction)

The Construction Phase will commence with the award of a Contract for the Project to a Contractor and will terminate upon Final Acceptance of the Project by the Owner. Consultant services during the Construction Phase shall be in accordance with the Owner's request and per the attached Fee Schedule.

Site Visits. Visit the Project at appropriate intervals, or at such intervals as the Owner agrees, to review the Work of the Contractor for Defective Work, to become familiar with the progress and quality of the Work on the Project and to determine if the Work is proceeding in conformity with the Contract Documents. Such visits shall specifically include observation of roofing work and interior finishes. If the Consultant shall become aware, either through such visits or otherwise of any Defective Work on the Project, the Consultant shall report all Defective Work to the Owner, together with recommendations for the correction thereof, and shall notify any applicable Contractor to correct such Defective Work.

Progress. Record the progress of the Project and provide written reports to the Owner on a monthly basis unless otherwise agreed in writing. Such reports shall include information on the Contractor's Work, as well as completion status on the entire Project.

Construction Schedule. Review and approve the construction schedule for conformance with the Contract Documents, and inform the Owner of the need to update the Project Schedule as required to show current conditions to conform to the Construction Schedule.

Meetings. Schedule, conduct and participate in preconstruction, progress, quality control and special meetings with the Owner and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Consultant shall prepare and distribute minutes of all such meetings to the Owner, the Contractors and any other parties involved.

Submittal Review. Review and approve or take other appropriate action upon Contractor submittals such as Shop Drawings, Product Data and Samples, for conformity with the Contract Documents and shall review drawings, calculations and designs required of the Contractor and provided with such submittals (except calculations and designs of manufacturers of original equipment and systems to be installed in the Project and except calculations and designs which the Contract Documents expressly make the sole responsibility of one or more Contractors, Subcontractors, Material Suppliers or other persons).

Change Orders. The Consultant shall request Proposals from Contractors for potential and proposed changes in the Work. Prepare Change Orders and any necessary Drawings, Specifications and other documents and supporting data for Change Orders.

Contractor Payments. Based upon the review of the applicable Work and evaluations of the applicable Contractor's Applications for Payment, review and approve, modify or reject the amounts shown on such Applications as being due to the applicable Contractor in accordance with the Contract Documents. Each Application for Payment shall be signed by the Consultant and mailed to the Owner, as applicable.

Contract Closeout. Upon completion of Contractor's Punch List, the Consultant shall provide notice to the Owner that the Work is ready for Final Inspection, conduct the Final Inspection and prepare a revised Punch List, if applicable. Upon Contract Completion, any keys, manuals and originals of any guarantees, warranties, releases, bonds and waivers shall be provided to the Owner.

Contractor Responsibilities. The Consultant shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a Contractor to comply with the Contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the Project. The Consultant shall not be responsible for or have control or charge over the acts or omissions of Contractors or Subcontractors or any of their agents or employees, or any other persons performing any Work on the Project.

Fire Station	Probable Cost of Const.	Consultant Fee	Total Const. Budget
Shingle Roofs: Roof Section E, F, & G Total (18,750 sf)	\$189,596.00 (\$10.11 sf)	\$19,000.00	\$208,596.00
Low Slope Roofs: Roof Sections A, B, C, & D Total (7,843 sf)	\$212,566.00 (\$24.14 sf)	\$22,000.00	\$234,566.00
TOTAL PROBABLE COST OF CONSTRUCTION	\$402,162.00	\$41,000.00	\$443,162.00

Consultant Fee & Scope of Services Breakdown:	
Concept Development & Schematic Design	
<i>Program verification and Detail Drawings</i>	12,300
Design Phase & Construction Documents	
<i>Specifications and Bidding Documents</i>	14,350
Bidding & Award Phase	
<i>Bidding Assistance & Recommendation</i>	820
Construction Phase & Closeout Documents	
<i>Administration of Construction, Site Visits, and Reporting</i>	13,530
Total Consultant Fee	41,000

TAYLOR CONSULTING FEE: \$41,000.00