

ORDINANCE NO. 20-054

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH RESOURCE INTERNATIONAL, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION MATERIALS TESTING AND INSPECTION FOR THE PERIOD FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction materials testing for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction materials testing;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:


Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Resource International, Inc. to provide construction materials testing for private and public capital projects in the City for the Period from January 1, 2021 through December 31, 2023, as detailed in Exhibit A and incorporated herein by reference.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 12/7/2020


PRESIDENT OF COUNCIL

ATTEST 
CLERK OF COUNCIL


MAYOR

DATE APPROVED 12-8-2020

APPROVED AS TO FORM:


LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.


Clerk of Council



RESOURCE INTERNATIONAL, INC.

6350 Presidential Gateway
Columbus, Ohio 43231
Phone: 614.823.4949
Fax: 614.823.4990

October 23, 2020

Mr. Bill Sims
City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110

Planning
Engineering
Construction
Management
Technology

Re: Schedule of Fees - Inspection and Testing Services
2021-2023 Annual Services
Rii Proposal No.: 20-W269

Dear Mr. Sims:

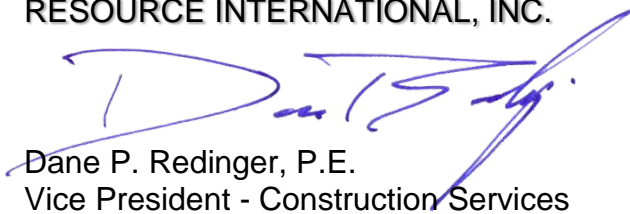
Pursuant to your request, Resource International, Inc. is pleased to submit the attached Schedule of Fees for performing Construction testing and inspection services for the subject project – City of Canal Winchester 2021-2023 Annual Services.

We request that you review the enclosed Work Order Agreement for Professional Services. If you have any questions regarding the agreement please call. Otherwise, please execute the agreement and send a signed copy back (by mail or fax) at your earliest convenience.

If you have any questions, please do not hesitate to contact us.

Sincerely,

RESOURCE INTERNATIONAL, INC.



Dane P. Redinger, P.E.
Vice President - Construction Services

Enclosures: Unit Price Fee Schedule (3 pages)
Work Order Agreement for Professional Services (2 pages)

**WORK ORDER AGREEMENT FOR
PROFESSIONAL SERVICES**

CLIENT:

City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110

PROPOSAL NO: 20-W269
PROPOSAL DATE: October 23, 2020

CONTACT: Mr. Bill Sims

CONSULTANT:

Resource International, Inc.
6350 Presidential Gateway
Columbus, Ohio 43231

PROJECT NAME AND ADDRESS:

2021-2023 Annual Services

ATTN:

TELEPHONE: 614-823-4949
FAX: 614-823-4990

CLIENT PHONE: 614-834-5109
CLIENT FAX: 614-837-1656

WORK ORDER TAKEN BY: D. Redinger
VERBAL: **TELEPHONE:** X

Client hereby requests Consultant to perform services, subject to the Terms and Conditions made a part hereto this agreement, for the scope of services and fees Set forth and/or referenced as an attachment to this agreement.

SCOPE OF SERVICES:

- Perform construction and inspection and testing services on the subject project as directed by the client on an as needed basis. All services shall be invoiced in accordance with the attached fee schedule (Exhibit "B").

SCHEDULE: From: 01/01/21 To: 12/31/23 **TYPE OF AGREEMENT:** LS UR

ATTACHMENTS: Exhibit "A" Terms and conditions - (one page)
Exhibit "B" Unit rate fee schedule - (three pages)

CLIENT: CITY OF CANAL WINCHESTER RESOURCE INTERNATIONAL, INC.

BY: _____
ITS: _____

BY: _____
ITS: _____

EXHIBIT "A" TERMS AND CONDITIONS

1. SERVICES: "Services" refers to the specific analytical, testing or other service to be performed by Consultant as set forth in Consultant's proposal, Client's acceptance thereof and these terms and conditions. Consultant will promptly submit reports of tests, observations and services performed. Such reports shall cite tests performed, methods employed, values obtained, parts of the structure or Project area involved. Consultant shall operate as an independent contractor and not as an agent or employee of Client. Consultant agrees to provide only those Services requested by Client at those times and locations specified by Client. Unless expressly provided in the Contract Documents, Client assumes sole responsibility for determining whether the quantity and nature of the Services ordered by the Client is adequate and sufficient for Client's intended purpose.

2. CLIENT'S RESPONSIBILITIES: Client or its authorized representative agrees to provide for Consultant's right to enter the Project Site from time to time in order to fulfill the scope of Services indicated hereunder. Client agrees to provide Consultant full information regarding the structure(s) to be constructed on the Project Site and such other information required for the proper performance of Consultant.

3. LIMITATIONS Consultant, by the performance of Services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project customarily vested in the Project architects, design engineers or any other design agencies or authorities.

Consultant's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. Consultant shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Consultant's testing or observation (or its failure to perform the same) of portions of the work of other parties on the Project shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and safety requirements.

This Agreement shall not create any rights or benefits to parties other than Client and Consultant.

4. WARRANTY Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. **NO OTHER**

REPRESENTATIONS, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DOCUMENT OR OTHERWISE. Statements made in Consultant's report are opinions based on engineering judgement and are not to be construed as certifications or representations of fact.

5. PAYMENT: Client will pay Consultant for services and expenses in accordance with the attached fee schedule (Exhibit "B"). Consultant will submit progress invoices to Client monthly and final invoice upon completion of its services. Invoices are past due after 30 days and are subject to a finance charge of one and one-half percent per month on the outstanding balance.

6. TERMINATION: This Agreement may be terminated by either party upon fourteen (14) days prior written notice. In the event of termination, Consultant may complete and provide Client all reports of tests and analysis conducted prior to termination or suspension as are necessary to complete its files. Consultant shall be reimbursed for all services performed as well as reasonable expenses associated with the termination.

7. MISCELLANEOUS This Agreement shall be governed by the laws of the State of Ohio.

Client's verbal authorization to commence work or preparation for work shall constitute acceptance of the terms of Consultant's proposal and these terms and conditions.

RESOURCE INTERNATIONAL, INC.
UNIT PRICE FEE SCHEDULE
INSPECTION AND TESTING SERVICES
CITY OF CANAL WINCHESTER – 2021-2023 ANNUAL SERVICES

Field Testing Services

Engineering Technician	Per hour	\$ 45.00
<i>(soil and aggregate compaction testing, bituminous concrete compaction testing, Portland cement concrete testing, general rebar inspection, fireproofing inspection, asphalt plant testing ODOT level 2)</i>		
Senior Engineering Technician	Per hour	\$ 50.00
<i>(Proof rolling of subgrades, foundation inspections, asphalt plant testing and inspection ODOT level 3)</i>		
Nuclear Density Gauge	Per day	\$ 35.00
Dynamic Cone Penetrometer.....	Per day	\$ 20.00
Windsor ProbePer probe	\$ 15.00
Flatwork Technician & Equipment	Per hour	\$ 70.00

Miscellaneous Field Testing

Core Drilling - Concrete & Asphalt		
Drill Crew (minimum 2 hour charge)	Per hour	\$250.00
Structure Scan – Concrete & Masonry (minimum 4 hour charge)Per hour	\$350.00

Laboratory Testing Services (includes reporting)

Concrete

Laboratory compression testing of concrete cylinders (ASTM C 39).....	Per each	\$ 15.00
Laboratory compression testing of concrete cores (ASTM C 39, C 42).....	Per each	\$ 55.00
Flexural testing of concrete beams (ASTM C 78)	Per each	\$ 65.00
Splitting tensile strength (ASTM C 496)	Per each	\$ 55.00
Rapid determination of chloride permeability (ASTM C 1202)	Per each	\$150.00
Chloride Ion in Concrete (AASHTO T260).....	Per each	\$ 50.00
Thickness measurement of drilled concrete cores (ASTM C 174).....	Per each	\$ 25.00
Aggregate correction factor (ASTM C 231)	Per each	\$ 30.00
Moisture detection kits (ASTM F 1869)	Per each	\$ 20.00

Aggregate

Bulk gradation (ASTM C136 / C117).....	Per each	\$125.00
Specific gravity / % absorption of coarse aggregate (ASTM C 127)	Per each	\$ 50.00
Specific gravity / % absorption of fine aggregate (ASTM C 128).....	Per each	\$ 50.00
Flat and elongated particles (ASTM D 4791)	Per each	\$100.00
LA abrasion / Resistance to degradation (ASTM D 4791)	Per each	\$250.00
Soundness of aggregates (ASTM C 88)	Per each	\$350.00



RESOURCE INTERNATIONAL, INC.
UNIT PRICE FEE SCHEDULE
INSPECTION AND TESTING SERVICES
CITY OF CANAL WINCHESTER – 2021-2023 ANNUAL SERVICES

Laboratory Testing Services (continued)

Masonry

Mortar cubes - compressive strength (ASTM C 109)	Per each	\$ 12.00
Grout prisms - compressive strength (ASTM C 1019)	Per each	\$ 25.00
Block prisms - compressive strength - 8" block (ASTM E 447)	Per each	\$100.00
Block prisms - compressive strength - 12" block (ASTM E 447)	Per each	\$125.00

Asphalt

Extraction and Gradation (ASTM D 2172, C 136)	Per each	\$125.00
Thickness (ASTM D 3549)	Per each	\$ 25.00
Preparation of Marshall Specimens (ASTM D 1559)	Per each	\$ 30.00
Theoretical Maximum Specific Gravity (ASTM D 2041)	Per each	\$ 85.00
Bulk Specific Gravity of cores (ASTM D 2726)	Per each	\$ 35.00

Fireproofing

Density test (ASTM E 605)	Per each	\$ 50.00
Cohesion/Adhesion (ASTM E 736)	Per each	\$ 10.00

Soils

Moisture density relationship of soils:

Standard Proctor (ASTM D 698 - procedure A and B)	Per each	\$175.00
Standard Proctor (ASTM D 698 - procedure C)	Per each	\$225.00
Modified Proctor (ASTM D 1557 - procedure A and B)	Per each	\$175.00
Modified Proctor (ASTM D 1557 - procedure C)	Per each	\$225.00
Oversize Correction (ASTM D 4718)	Per each	\$ 50.00
Specific gravity of soil (ASTM D 854)	Per each	\$ 50.00
Atterberg limits (AASHTO T 89, T 90)	Per each	\$ 50.00
Grain size analysis - sieve and hydrometer-90 minute (ASTM D 422)	Per each	\$115.00
Grain size analysis - sieve only (ASTM D 422)	Per each	\$ 95.00
Flexible wall permeability - Shelby sample (ASTM D 5084)	Per each	\$250.00
Flexible wall permeability - remolded (ASTM D 5084)	Per each	\$300.00
Moisture content (ASTM D 2216)	Per each	\$ 12.00
Loss by ignition (ASTM D 2974)	Per each	\$ 50.00
Topsoil used for landscaping purposes (ASTM D 5268)	Per each	\$100.00

Engineering Services

Professional Engineer (P.E.)	Per hour	\$125.00
Project Manager	Per hour	\$105.00
Staff Engineer (E.I.)	Per hour	\$ 85.00
Clerical	Per hour	\$ 40.00
Technician Supervisor	Per hour	\$ 80.00
Environmental Specialist	Per hour	\$ 75.00



RESOURCE INTERNATIONAL, INC.
UNIT PRICE FEE SCHEDULE
INSPECTION AND TESTING SERVICES
CITY OF CANAL WINCHESTER – 2021-2023 ANNUAL SERVICES

REMARKS:

1. Please notify RII before 5:00 the day before our services are required for the scheduling or cancellation of services. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results.
2. The Client holds RII harmless for delays in construction caused by unanticipated conditions at the subject project. These delays may require RII to dispatch an Engineer at the earliest possible time to assess the conditions and provide corrective recommendations.
3. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of RII's report.
4. Laboratory testing being requested to be performed on Saturdays, Sundays or holidays or out-of-sequence, will be charged at a rate of one and one-third (1.3) time listed rate.
5. The Client will provide field curing boxes and the necessary provisions for maintaining proper curing temperatures for concrete cylinder beams and cubes when weather conditions require, unless otherwise stipulated in RII's contract with the Client.
6. All unit rates for personnel are charged portal to portal. Overtime rates will be applicable for services performed for all work in excess of 8 hours per day Monday through Friday, **work scheduled to be performed the same day**, and for all hours worked on Saturdays, Sundays and holidays, the rate will be 1.5 times the applicable hourly rate.
7. Actual charges will apply for engineering report review and clerical services. Engineering review and clerical time is estimated to be approximately 10% of field technician hours worked on the project.
8. A mileage charge of \$0.55 per mile, portal to portal, shall be charged in addition to travel time. Per diem charges of \$85.00 per day shall be charged when required for out-of-town expenses.
9. Client agrees that Resource will not provide supervision or direction nor be responsible for the Contractor's means, methods, techniques, sequences or processes of construction. It is understood that services provided by Resource will not relieve others from the responsibility for performing the work in accordance with the plans and specifications. Inspection means periodic observation of the work and testing by Resource to perform the contracted services as requested. Resource shall not be responsible for work which was performed in its absence and/or for which Resource did not receive sufficient advance notice for scheduling purposes. Resource shall not have control or charge of, specify or be responsible for the review and/or implementation of health and safety procedures, measures, precautions or programs on, in or near the Project Site.

