

ORDINANCE NO. 2024-03

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND HIS FIRM**

**WHEREAS**, the Oakwood Village Council passed Ordinance No. 2022-15, concerning the compensation of the Village Engineer on or about March 22<sup>nd</sup>, 2022; and

**WHEREAS**, the compensation of the Engineer provided for him and his firm and for the performance of the duties and functions of his office have been updated and are set forth in Exhibit A; and

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** The Municipal Engineer, currently Edward Hren, shall be replaced by Matthew Jones as appointed by the Mayor and shall receive as compensation the sum of Thirty-eight thousand and 00/100 Dollars (\$38,000.00) per year payable in bi-weekly installments and subject to payroll and Public Employment Retirement System deductions. Matthew Jones and the firm of Chagrin Valley Engineering Ltd. shall receive further compensation for the services specified in Exhibit A attached hereto and incorporated herein at the rates set forth in said Exhibit.

**SECTION 2.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the ability of the village to provide continuous and uninterrupted engineering services, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.



PASSED: 4-9-2024

Tanya Joseph  
Tanya Joseph, Clerk of Council

Erica L. Nikolic  
Erica L. Nikolic, President of Council

Presented to the

Mayor 5-15-24

Approved: 5-15-24

Gary V. Gottschalk  
Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-03 was duly and regularly passed by this Council at the meeting held on the 9<sup>th</sup> day of April 2024.

Tanya Joseph  
Tanya Joseph, Clerk of Council

### POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-03 was duly posted on the 15<sup>th</sup> day of May, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Tanya Joseph  
Tanya Joseph, Clerk of Council

DATED: 5.15.24



**Exhibit A**

**CONTRACT FOR THE PROVISION OF  
MUNICIPAL ENGINEERING CONSULTING SERVICES  
TO THE VILLAGE OF OAKWOOD, OHIO**

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

**Section 1.** Matthew M. Jones, P.E. (hereinafter referred to as "Engineer"), duly licensed as a Professional Engineer, in conjunction with Chagrin Valley Engineering, Ltd., (hereafter referred to as "CVE") is hereby designated as the Consulting Municipal Engineer for the Village of Oakwood, Ohio for a term beginning upon execution of this agreement and thereafter at the pleasure of the Mayor, upon the terms, provisions and conditions thereafter set forth herein and ratified by the Village Council. The Engineer(s) in conjunction with CVE staff shall perform such services and be compensated for services rendered to the Village 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 Village of Oakwood in the execution of those public works projects for which the Engineer is authorized by Mayor and/or Village Council to so act;
- c) As authorized by the Mayor and/or Village 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 Village of Oakwood;
- 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 Oakwood Building Department to verify consistency with the approved lot plan;
- h) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's interests relative to the Cuyahoga County Department of Public Works Sewer Service Agreement, and the NEORSD Southerly Wastewater Treatment Plant, Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department on matters concerning sanitary sewage treatment and provision of a potable water supply;
- i) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's Ohio EPA National Pollutant Discharge Elimination System (Phase II) requirements;



j) 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 Village of Oakwood;

k) Be in charge of engineering and other work to be furnished hereunder as the same may be authorized by 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

**Section 2.** The Engineer, in conjunction with CVE, shall furnish services to this Village, as required by the Village, through the Village Council or its designee, including the following services covered by the compensation as described below in this section. Services involving the use of additional CVE 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 them by the Mayor or by the City Council, and Administrative Departments upon direction of the Mayor.

b) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the Village Council related to the Village of Oakwood's interests associated with the NEORSO Southerly Wastewater Treatment Plant, the Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department, and attend meetings related thereto as requested.

c) 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.

d) 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.

e) Attend Council meetings and other meetings as requested by the Mayor and/or Village Council. The monthly retainer amounts presented below in this section is based upon the attendance of the Engineer at Planning Commission meetings and Council Work Session meetings only when requested.

f) Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, sanitary sewer systems, storm water collection, water distribution, or other infrastructure improvements contemplated by the Mayor and Council.

g) Prepare applications for grants pertaining to public improvements requiring the services of the Village Engineer, Ohio Public Works Commission funding requests, inventory updating and disbursement requests concerning Federal or State funded projects.

h) Perform such other duties as are 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, an annual retainer in the sum of Thirty-Eight Thousand Dollars (\$38,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments to Matthew M. Jones, 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:

**Projects – Schedule 1**

Sanitary sewer projects including new installations, repairs, rehabilitation, and other sanitary sewer related projects. Street projects including complete pavement replacement and/or widening. Projects which are financed in whole, or in part, by either the Ohio Public Works Commission, the Ohio Department of Transportation, or Cuyahoga County shall be paid per the Hourly Rates regardless of the Cost of Construction.

**Fees – Schedule 1**

<u>COST OF CONSTRUCTION</u>	<u>SEE</u>
\$ 0 - \$250,000	Hourly
\$ 250,001 - \$500,000	10% of \$250,000.00 plus 7.6% of the amount over \$250,000
\$ 500,001 - \$1,000,000	8.7% of \$500,000.00 plus 6.3% of the amount over \$500,000
\$1,000,001 - \$5,000,000	7.5% of \$1,000,000.00 plus 6.1% of the amount over \$1,000,000

**Projects – Schedule 2**

All public improvement projects other than sanitary sewer and street projects as described in Schedule 1 Projects.

**Fees – Schedule 2**

<u>COST OF CONSTRUCTION</u>	<u>SEE</u>
\$ 0 - \$250,000	Hourly
\$ 250,001 - \$500,000	9% of \$250,000.00 plus 5.4% of the amount over \$250,000
\$ 500,001 - \$1,000,000	7.2% of \$500,000.00 plus 5.2% of the amount over \$500,000
\$1,000,001 - \$5,000,000	6.2% of \$1,000,000.00 plus 5.1% of the amount over \$1,000,000

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 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.

Chagrin Valley Engineering Ltd. shall be entitled to progress payments in proportion to services performed on monthly basis. Upon authorization by Village Council and until 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 Village 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	35%
4. Bidding or Negotiating Phase	10%
5. Construction Phase	20%

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 Village of Oakwood. Additional fees would address conditions that have incurred solely because 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 after 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 or Assistant 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 Ohio EPA National Pollutant Discharge Elimination System (Phase II) Storm Water Management Program
- Preparation / Maintenance of Geographical Information Systems

Compensation shall be made based on 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.

Compensation shall be made based on 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	\$108.00 per hour
Engineer	\$98.00 per hour
Traffic Engineer- P.E., PTOE	\$149.00 per hour
Contract Administrator	\$82.00 per hour
Stormwater Coordinator	\$86.00 per hour
Stormwater Technician	\$78.00 per hour
Water Quality Scientist	\$88.00 per hour
Professional Surveyor	\$98.00 per hour
CAD Designer	\$92.00 per hour
Geo. Info. Sys. (GIS) Tech.	\$91.00 per hour
Clerical	\$40.00 per hour
1 Man Survey Field Crew w/GPS	\$128.00 per hour
2 Man Survey Field Crew	\$141.00 per hour
3 Man Survey Field Crew	\$156.00 per hour
Environmental Scientist	\$93.00 per hour
Wetland Technician	\$80.00 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 (four 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.

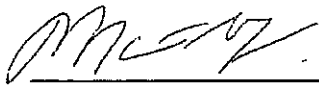
**Section 4.** The Consulting Municipal Engineer as provided for in Section 1 agrees that for the duration of their employment by this Municipality neither they nor any member of CVE or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval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

**Section 5.** CVE shall maintain Professional Liability Insurance in the Amount of \$2,000,000 and provide the Village with a Certificate naming the Village as an additional insured during the period this Ordinance is in effect.

**Section 6.** Documents and Files: All engineering documents and project files, both printed and digital, created for the purposes serving the Village of Oakwood shall be the property of the Village of Oakwood.

**Section 7.** The contract provided herein with CVE 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 Village to pay for such service rendered, before the effective date of termination.





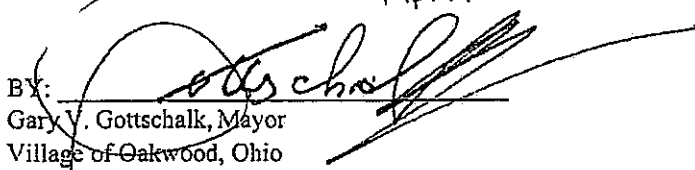
5/15/2024

Matthew M. Jones, P.E., Partner,  
Chagrin Valley Engineering Ltd.

Date

Accepted this <sup>15<sup>th</sup></sup> day of May, 2024 by the Village of Oakwood, Ohio, pursuant to Ordinance  
of Council No. 2024-03 adopted on ~~January~~ <sup>April</sup> 9<sup>th</sup>, 2024.

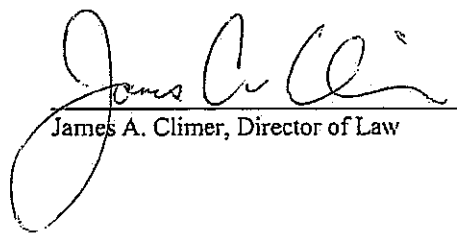
BY:

  
Gary V. Gottschalk, Mayor  
Village of Oakwood, Ohio

Attest:

  
Tanya Joseph, Clerk of Council

The legal form of the within instrument is hereby approved.



James A. Climer, Director of Law

5/20/2024  
Date



Mayor Gary V. Gottschalk  
 Village of Oakwood  
 24800 Broadway Avenue  
 Oakwood Village, Ohio 44146

January 4, 2024

Re: Chagrin Valley Engineering Municipal Service Contract  
 Year 2024 Rate Increase Request

Dear Mayor Gottschalk,

As the end of 2023 approaches, Chagrin Valley Engineering, Ltd. (CVE) would like to respectfully request a modest increase to our Municipal Engineering Services contract hourly rate structure for 2024. 2022 and 2023 have been difficult years for businesses in general as we all struggled to contain costs during the ongoing inflationary spiral. It has been an especially difficult time for engineering consulting firms in the Great Lakes region as we continue to compete to retain, and acquire new, engineering talent that will allow us to maintain our service excellence. Chagrin Valley Engineering, like all employers, continues to experience relentless pressure from the increased cost of employee health care, wages, and other operating costs such as fuel, equipment, software, etc.. Although the annual inflation rate has decreased somewhat from the +7% range in 2021, the 2022 annual inflation rate remained at approximately 6.5% and the 2023 annual rate was just over 3.7% through end of November. We are proposing the following modifications to our hourly rates which typically fall in the vicinity of a 3%-4% average annual increase to the existing rates established in January 2022.

### CHAGRIN VALLEY ENGINEERING PROPOSED 2024 HOURLY RATES

Employee Classification	Existing Rates	Proposed Rates	Avg. Annual
	2022-23	2024	Increase (%)
Engineer –Municipal/Partner	\$103.00	\$108.00	2.43%
Engineer – Associate	\$97.00	Discontinued	N/A
Engineer	\$92.00	\$98.00	3.26%
Traffic Engineer- P.E., PTOE	\$145.00	\$149.00	1.38%
Contract Administrator	\$76.00	\$82.00	3.95%
Stormwater Coordinator	\$80.00	\$86.00	3.75%
Stormwater Technician	\$73.00	\$78.00	3.42%
Water Quality Scientist	\$84.00	\$88.00	2.38%
Professional Surveyor	\$90.00	\$98.00	4.44%
CAD Designer	\$84.00	\$89.00	4.76%
Geo. Info. Sys. (GIS) Tech	\$86.00	\$91.00	2.91%
Clerical	\$36.00	\$40.00	5.56%
1 Man Survey Field Crew w/GPS	\$120.00	\$128.00	3.33%
2 Man Survey Field Crew	\$134.00	\$141.00	2.61%
3 Man Survey Field Crew	\$146.00	\$156.00	3.42%
Environmental Scientist	\$90.00	\$93.00	1.67%
Wetland Technician	\$75.00	\$80.00	3.33%
Construction Observer	\$55.00	\$60.00	4.55%





With respect to annual retainers, CVE is seeking to increase the annual retainer for the Municipal Engineer position to \$38,000.00 while eliminating the Assistant Municipal Engineer position for the 2024 contract renewal. CVE is also seeking to have the current Assistant Municipal Engineer Matthew Jones placed in the Municipal Engineer position. The schedule of percentages for major construction projects will remain unchanged.

We certainly hope that you have been satisfied with CVE's performance during our tenure. We would like to express our sincere gratitude in giving us the opportunity to continue to serve the Village of Oakwood. We feel that our twenty-five plus year long relationship has been mutually beneficial and we look forward to continuing to serve you and the community. If you have any questions about this proposal please feel free to contact me at your convenience.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Edward J. Hren', followed by a horizontal line.

Edward J. Hren, P.E.  
Oakwood Village Engineer

Cc: Law Director Jim Climer