### **RECORD OF ORDINANCES**

Resolution No.	2024-85	Passed DECEMBER 4	,2024

SPONSOR: STREETS COMMITTEE

A RESOLUTION AUTHORIZING THE SELECTION AND APPOINTMENT OF GPD GROUP TO SERVE AS THE MUNICIPAL ENGINEER, AND DECLARING AN EMERGENCY.

WHEREAS, Section 6.01 of the Charter of the Village of Mogadore provides that the Mayor shall serve as the Director of Public Service until such time as this Council may determine that it is in the best interest of the Municipality to appoint some other person to that office; and

WHEREAS, Section 6.05 of the Charter of the Village of Mogadore provides that the Mayor shall appoint within the Department of Public Service, subject to an affirmative vote of five (5) members of Council, a Municipal Engineer for a term not to exceed two (2) years; and

WHEREAS, pursuant to said Section 6.05 of the Charter of the Village of Mogadore, the Municipal Engineer shall be a registered civil engineer and shall perform such duties as are from time to time required of him or her by the Director of Public Service; and

WHEREAS, the Mayor has appointed Glaus, Pyle, Schomer, Burns & DeHaven, Inc. ("GPD Group") to serve as Municipal Engineer for the period of January 1, 2025 to December 31, 2026, subject to confirmation of this Council as set forth above; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to confirm the appointment of GPD Group as the Municipal Engineer for the period of January 1, 2025 to December 31, 2026, and to further authorize the Mayor to execute a professional services agreement with GPD Group for the provision of engineering services for the Village as the Municipal Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio as follows:

SECTION 1: This Council hereby confirms the appointment of GPD Group as the Municipal Engineer for the period of January 1, 2025 to December 31, 2026, provided, however, that the Village may terminate such appointment at any time during said period without damage or other recourse by GPD Group.

SECTION 2: The Mayor is hereby authorized and directed to sign a professional services agreement with GPD Group and any and all other documents necessary for provision of engineering services for the Village as the Municipal Engineer. Said professional services agreement shall provide as follows:

(a) Engineering services rendered by GPD Group in consulting with Council or committees thereof at any regularly scheduled or special meetings thereof shall be compensated as set forth in the professional services agreement without the issuance of a purchase order.

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- (b) Otherwise, GPD Group shall perform engineering services for the Village as requested by the Director of Public Service, which requests shall be by purchase order issued under the hand and seal of the Village Clerk-Treasurer, and, pursuant to the professional services agreement all such services shall be compensated by the Village at the rates set forth in Exhibit "A.".
- (c) GPD Group shall negotiate with the Village lump sum fees for all municipal design projects requiring the completion of design plans. Invoices will be processed monthly based upon an estimated percent complete for lump sum contracts. The lump sum fee fees shall cover project engineering and administrative services including preliminary plans, estimates, preliminary surveying, work drawings, permit applications, general supervision, and bidding.
- (d) Contract administration, pay estimate processing, and funding agency coordination will be paid at the rates identified in the "Hourly Rate Schedule" attached as Exhibit "A," which is incorporated herein.
- (e) For miscellaneous engineering and surveying services not requiring working drawings and for all other engineering services provided under the professional services agreement, GPD Group shall be compensated by the Village at the rates set forth in Exhibit "A."
- (f) Plans in excess of five (5) sets, necessary out-of-pocket expense, soil borings, testing, application/permit fees, and field supplies will be invoiced to the Village at cost.
- (g) GPD Group shall submit statements for compensation to the Clerk-Treasurer no more frequently than monthly.

SECTION 3: GPD Group, as the Municipal Engineer, shall designate a representative (servicing as the designated representative of GPD Group) to attend all Council meetings, Street Committee meetings, and meetings as requested, and for the day-to-day advising and consulting with Council members, the Mayor, other Village officials and employees, and residents and businesses within the community. Unless otherwise agreed in writing between the Village and GPD Group, the representative of GPD Group will be Matthew Glass, P.E.

SECTION 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 5: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of appointing the Municipal Engineer prior to the commencement of the two-year period of appointment on January 1, 2025, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its

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## RECORD OF ORDINANCES

Resolution No. 2024-85	Passed <u>DECEMBER 4</u> , 20 <u>24</u>
passage by Council and approval by the period allowed by law.	Mayor, otherwise it shall take effect and be in force at the earliest
	President Pro-Temp Date  Mayor Date
Attest: Clerk-Treasurer	

### Rate Schedule (2025 & 2026)

\*See the following pages for Rate Schedule.\*

Please note – the Hourly Rate Schedule is based upon GPD Group's internal employee classification categories. Employees may move from one category to another based upon promotion. The employee classification is not meant to be a "job description" as staff from multiple categories can perform the same services. Actual rates billed are reflective of the staffing available to perform the needed services at the time of service request.

# GPD Group - Village of Mogadore (2025 & 2026 Rate Schedule)

Proposed Hourly Rate Schedule	2025 & 2026 Rate
Project Principal	\$156.00
Senior Project Manager	\$145.00
Senior Engineer	\$126.00
Senior Architect	\$126.00
Senior Landscape Architect	\$125.00
Landscape Architect	\$114.00
Design Engineer/Design Architect	\$114.00
Staff Engineer/Staff Architect	\$103.00
Engineer / Architect — Co-op/ Intern	\$63.50
Senior Environmental Scientist	\$125.00
Environmental Specialist	\$100.00
Senior Designer	\$100.00
Staff Designer	\$85.00
CAD Drafter	\$72.00
Construction Inspector	\$80.00
Construction Coordinator	\$97.50
Project Aid/Clerical	\$70.00
Survey Project Manager	\$14 <del>4</del> .00
Senior Surveyor	\$126.00
Field Survey Technician 3	\$123.00
Office Survey Technician 3	\$103.00
Field Survey Technician 2	\$107.50
Office Survey Technician 2	\$87.50
Field Survey Technician 1	\$92.50
Office Survey Technician 1	\$72.50
Geotech – Project Manager	\$140.00
Drill / Lab / Field Manager	\$114.00
Sr. Driller & Field & Lab Tech	\$100.00
Driller & Field & Lab Tech	\$83.00
Asst. Driller & Field & Lab Tech	\$67.00
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Geotech Field Supplies	2025 & 2026	
Fixed Costs	Rate	
Mortar Cubes (Each)	\$13.00	
Grout Prisms (Each)	\$24.00	
Concrete Test Cylinders (Each)	\$17.00	
Concrete Test Beams (Each)	\$55.00	
Drill Rig (per Day)	\$750.00	
Hydrovac Trailer (Per Day)	\$300.00	
Floor Flatness Gauge (Per Day)	\$125.00	
Nuclear Density Gauge (Per Day)	\$65.00	