

**CITY OF CANTON ENGINEERING DEPARTMENT**  
**UTILITY ROAD OPENING PERMITS CONSTRUCTION INSPECTION**

**SCOPE OF SERVICES**  
**CITY OF CANTON**

**I. SCOPE OF WORK**

The scope of work for the construction inspection of a “Street Opening Permit” including the inspection and documentation of the Work performed by a Utility’s Employee/Contractor associated with such permit. The inspection and documentation services will be performed in accordance with the City’s Standards, procedures, directives and other requirements. The services include monitoring the construction work on an as-needed basis, to advise the City of Canton Engineering Department if the materials are in compliance with the specified requirements and, to advise if the construction performed is in compliance with the permit requirements. Inspector must be available within 24 hours of need. Further, the consultant may be utilized on City Engineering Projects for the inspection and/or testing should the need arise.

All work shall be performed on an actual cost basis. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders and/or projects. Testing services will be compensated under the direct cost provisions of the Agreement.

The duration of the agreement will be twelve months from the authorization date of the agreement. Award will be given to the Consultant as determined by Qualifications Based Selection.

**It is the City’s intent to begin utilizing this agreement during Construction Season Calendar Year 2009 with adjustments being made based on the needs of the City of Canton. This agreement may be extended annually.**

The services will include:

- A. Consultants will determine and document the quality and quantity of materials and work items based upon City of Canton standards, policies, procedures, and directives. This includes the recording of all pertinent information related to the prosecution and progress of work in a daily diary document format.
- B. Inspector shall field inspect materials in accordance with department specifications, standards, policies, procedures and directives. The testing of all pertinent materials incorporated into the project may also include performing compaction testing, and asphalt concrete tests and Portland cement test needed to complete the work. Testing will only be, “As Directed” by the City to verify the conformance to specifications.
- C. The recording of all pertinent information related to force account and change orders. This includes the inspection and documentation of the work performed as a result of changes to construction contracts in accordance with the Department's specifications, standards, policies, procedures and directives.

- D. The Consultant shall make available a Nuclear Density Gauge and all compaction related equipment necessary to perform compaction tests, if requested in writing by the Canton City Engineer or authorized designee. The Consultant shall be responsible for the transport, storage, and handling of furnished Nuclear Density Gauge and related compaction equipment according to all State and Federal requirements.
- E. The Consultant shall furnish a Concrete Control Kit if requested in writing by the Canton City Engineer or authorized designee. All equipment furnished shall meet standard ODOT testing equipment specifications.
- F. The Consultant shall be responsible for employee's transportation.
- G. The Consultant shall supply required safety equipment including, but not limited to, safety belts or harnesses, lines, respiratory filters or devices, safety lights for vehicles, and safety equipment/clothing required by OSHA the City.
- H. The Consultant will be responsible for providing field inspectors for on-site construction technical oversight and inspections services on a daily basis. Resumes shall be included in the Consultant's Letter of Interest.

I. II. COMPLIANCE WITH HEALTH AND SAFETY REQUIREMENTS

The Consultant shall be responsible for compliance with applicable health and safety requirements including OSHA requirements (CFR 29-1926), and medical testing required by OSHA and City rules and regulations.

The Consultant shall provide, as a minimum, the same level of safety equipment as required for City inspectors. Consultant inspectors shall be subject to compliance inspections by City personnel.

Safety equipment and medical testing provided by Consultants in accordance with this requirement will be compensated under the direct cost provisions of the Agreement.

III. INVOICING

The Consultant shall submit the original and five (5) copies of an invoice on a bi-weekly basis in a form and content acceptable to the City of Canton Construction Manager or authorized designee. However, at a minimum, all labor, vehicles, equipment, density meter, and concrete kit costs reflected on the invoice are to be identified by Permit Number, Type (Street or Sewer), and location. The Consultant shall summarize direct costs on the invoice by the Permit Number and the remaining indirect costs pro-rated to the individual Permit Number. The direct and indirect amount for each Permit Number shall be added together and the total of all indicated Permit Numbers shall be equal to the total invoice amount. Each invoice shall include adequate support for invoiced direct costs, such as travel, testing services and safety equipment. Sub-consultant Reports and copies of Vendor Invoices, or Sales Slips, are appropriate documentation of incurred costs. If the information contained in the invoice is determined to be deficient, the Consultant shall justify and or correct the deficiency. To verify direct costs include a form with individuals authorized hours.

The required Invoice Summary Format is as follows:

Permit Number And Type	Direct Costs	Pro-rated Indirect Costs	Total Costs
XXXXXX	XXXX.XX	XXXX.XX	XXXXXX.XX
XXXX	XXXX.XX	XXXX.XX	XXXXXX.XX
		Amount Due	<u>XXXXXX.XX</u>

IV. CONSULTANT STAFF REQUIREMENTS

A. Consultant's Performance

The Consultant shall assign only qualified personnel to the project who shall properly perform the assigned work. Any employee on the Consultant's staff who, in the determination of the City of Canton Construction Manager or authorized designee, does not perform the work in the proper manner shall be removed.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Canton Construction Manager or authorized designee may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, then the City may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated.

The Consultant shall assign only qualified personnel and shall be subject to review by the Engineering Department.

B. Job Duties

The Consultant shall provide inspection service at Permit site location, as directed by the Engineering Department, to determine if the Contractor is in compliance with Permit requirements. Consultant will also arrange for required field tests and other tests that may be required and assist in conducting any necessary project studies or investigations. The Consultant shall notify the Canton Construction Manager of deficiencies.

1. Qualifications:

Inspectors provide must have experience relating to construction inspection. Canton reserves the right to review, accept, or disapprove any and all prospective inspector candidates. Further, Canton may ask to remove any inspector due negligence, performance, financial reasons, and compatibility with contractor.

2. Equipment Required:

The Consultant shall provide a vehicle for use on-site and travel between sites. The consultant shall provide basic measuring devices for inspection duties (e.g. 25 foot

pocket tape measure, 6' folding rule, torpedo level, 4' carpenters level, distance measuring wheel (up to 100,000 ft), cellular phone including cellular service, etc.

V. REPORT-IN LOCATIONS.

The report-in location for a Consultant Inspector shall be the job site for the particular permit location. Canton City Engineering Department shall be the point of contact to obtain copies of the permits that require inspection. Electronic transmission of the permit may be made available, in lieu of acquiring the permit in person. Compensation for the inspector's time will commence at the initial contact point, whether at the Engineering Department Office or at the site. Time between site locations is also compensable. No compensation is allotted for the inspector's vehicle or mileage.

VI. ENGINEERING DEPARTMENT OVERSITE

A. CITY OF CANTON CONSTRUCTION MANAGER

The Canton Construction Manager shall be the Program Manager for this agreement. All correspondence regarding contract issues may be commuted the Canton Construction Manager. A Engineering Department Employee will be assigned to act as liaison for the Engineering Department and Consultant at the project level.

B. CITY OF CANTON ENGINEERING DEPARTMENT EMPLOYEE

The City of Canton Construction Manager or authorized designee will appoint a Department employee will assign all work to the Consultant Construction Inspector. It will be the responsibility of the Consultant Construction Inspector establish contact with the Department Employee and confirm work for each permit.

The City of Canton Construction Manager or authorized designee will provide the Consultant with one-day notice (minimum) of scheduled permit authorization.