

**RESOLUTION NO. 44-2025**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT FOR CONSTRUCTION ADMINISTRATION SERVICES WITH CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. FOR THE 2025 CENTER ROAD DRAINAGE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of Perry has determined that professional construction administration and inspection services are necessary for the successful completion of the 2025 Center Road Drainage Improvements Project, which includes installation of new storm lines on Center Road and storm replacement on Thompson Street and Green Street; and

**WHEREAS**, Civil and Environmental Consultants, Inc. (“CEC”) previously prepared the plans for said project and has submitted a proposal dated July 15, 2025 to provide construction administration, inspection, and utility coordination services for the project; and

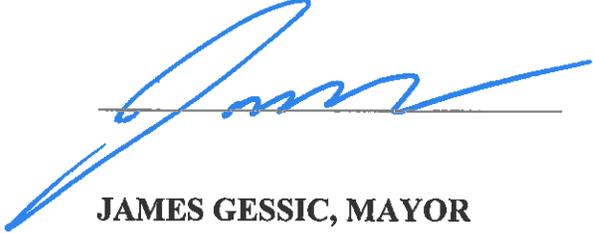
**WHEREAS**, Council finds it to be in the best interest of the Village to authorize the Mayor and Fiscal Officer to enter into a contract with CEC for said services, in accordance with the scope, fee, and terms outlined in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, STATE OF OHIO:**

**SECTION 1.** That the Mayor and Fiscal Officer are hereby authorized and directed to enter into a contract with Civil and Environmental Consultants, Inc. for construction administration, inspection, and utility coordination services related to the 2025 Center Road Drainage Improvements Project, in accordance with the eight-page (8) proposal attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 2.** That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village of Perry, to ensure timely commencement of construction administration services for the 2025 Center Road Drainage Improvements Project, and shall be in full force and effect immediately upon its passage.



**JAMES GESSIC, MAYOR**

**ADOPTED:** July 31, 2025

**ATTEST:** John H. Roskos

**JOHN H. ROSKOS, FISCAL OFFICER**



July 15, 2025

Honorable Jim Gessic – Mayor  
Perry Village  
3758 Center Rd  
Perry Village, Ohio 44081

Dear Mayor. Gessic:

**Subject: Proposal for 2025 Center Road Drainage Improvements, Construction Administration and Construction Inspection  
CEC Project 336-521**

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide Perry Village (the Village) with this proposal for construction administration and construction inspections for 2025 Center Road Drainage Improvements project. Based on our discussions, we offer the following understanding of your needs:

- CEC previously prepared plans for 2025 Center Road Drainage Improvements project which is currently out for bid.
- The Village would like CEC to administer construction of new storm lines on Center Rd and storm replacement on Thomspen St and Green St.

Based on this understanding, CEC offers the following scope of work:

## **1.0 SCOPE OF WORK**

### **1.1 Construction Administration**

CEC staff will perform construction administration and construction management services for the duration of the 2025 Center Road Drainage Improvements. The responsibilities include contract document support, coordination of a pre-construction meeting, contractor submittal reviews, pay request reviews, Request for Information (RFI) response, change order preparation (if needed), coordination of CEC inspectors, and review of CEC field reports. CEC will coordinate with the Village and the contractor as needed throughout the project to ensure quality and timely work.

### **1.2 Construction Inspection**

CEC staff will perform construction inspection for the 2025 Center Road Drainage Improvements, which will include travel to site, on-site inspection, preparation of a daily field report, quantity verification, and photo documentation. CEC assumes that part time inspection 2.5 days per week is needed during pipes and structures installation to ensure proper backfilling and compaction.

Based on previous project experience, and an assumption that the project will take approximately four months.

More or less inspection effort may be needed based on the contractor’s schedule as to the inspection efficiencies achieved with the contractor’s work. This task covers eight additional brief site visits by CEC’s Project Manager or Principal for critical portions of the project, questions, issues during construction, RFIs, and/or for final walkthrough inspections and Punchlist generation.

### 1.3 Utility Coordination

CEC has submitted the 100% final drawings to the project area’s utility companies (gas, electric, and communications) for project awareness and utility conflict mitigation. CEC will coordinate with the utilities. CEC will coordinate with Enbridge Dominion Energy Ohio (EDEO) to perform test-holes to vacuum excavate the location of the existing gas line in several locations, to minimize the risk of conflicts with the gas line during construction. CEC will be onsite during the EDEO test holes to document the location and depth of the existing gas lines.

## 2.0 DELIVERABLES

The following electronic deliverables are anticipated for each task described above:

- Task 1.1: Pay requests, certified payroll reviews, change orders, project correspondence, and project closeout information
- Task 1.2: Daily Reports
- Task 1.3: Utility Coordination

## 3.0 COMPENSATION

**TABLE 1: FEE SUMMARY**

Task 1.2	Construction Administration.....	\$13,000
Task 1.2	Construction Inspection .....	\$44,500
Task 1.3	Utility Coordination .....	\$3,000
	<b>TOTAL.....</b>	<b>\$60,500</b>

CEC proposes providing the above services for an estimated fee of \$60,500.00 (Sixty Thousand and Five Hundred). The fees have been developed based on our estimate of hours for each labor category expected to be involved in the project. Invoices will be prepared on a monthly basis based on actual hours spent for each task with payment due to CEC within thirty days after receipt of an invoice.

A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 12% administrative fee. These fees are included in the fee summary above.

The work will be performed in accordance with CEC's attached Terms and Conditions. Any changes to the Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed. Your written authorization to proceed will form a binding contract and indicates your acceptance of the Terms and Conditions.

#### 4.0 SCHEDULE

CEC is prepared to begin this work based on the contractor's schedule.

We look forward to continuing to support the engineering needs of Perry Village. Should you have any questions or require additional information, please feel free to give me a call.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



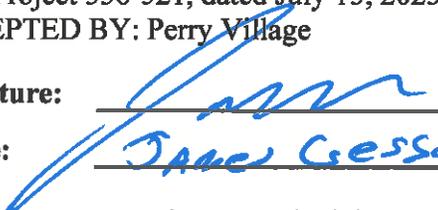
Robert B. Parker, P.E.  
Vice President



Bledar Lala, E.I.T.  
Assistant Project Manager

CEC's Schedule of Terms and Conditions, which governs the proposed work, is attached. CEC's proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC's consent. CEC reserves the right to revise, adjust or withdraw this proposal if not accepted by Perry Village within thirty (30) days of the date of the proposal. Your written acceptance below will form a binding contract pursuant to the attached Terms and Conditions. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of Perry Village.

CEC Project 336-521, dated July 15, 2025  
ACCEPTED BY: Perry Village

Signature:  \_\_\_\_\_

Name: Jane Gessic

Date: 8/6/2025

Title: Mayor

Attachments: Hourly Rate Schedule  
Terms And Conditions

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## **HOURLY RATE SCHEDULE**

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## 2025 CEC - Cleveland Standard Rates

Title	Rate
Vice President	\$315.00
Senior Principal	\$315.00
Principal	\$294.00
2-Man Survey Crew	\$259.00
Senior Project Manager	\$226.00
Senior Consultant	\$215.00
Project Manager III	\$194.00
Project Manager II	\$173.00
Project Manager I	\$163.00
Senior GIS Analyst	\$163.00
Senior Designer	\$147.00
Assistant Project Manager	\$147.00
Survey Technician IV	\$140.00
Senior Technician	\$131.00
Project Consultant	\$135.00
Staff Consultant	\$116.00
Technician III	\$121.00
Survey Technician III	\$112.00
GIS Analyst III	\$110.00
Designer	\$110.00
GIS Analyst II	\$98.00
Technician II	\$96.00
Survey Technician II	\$96.00
GIS Analyst I	\$84.00
Administrative Assistant	\$84.00
Survey Technician I	\$84.00
Technician I	\$84.00

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## **TERMS AND CONDITIONS**

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## 1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

## 2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

## 3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

## 4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

## 5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

## 6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

## 7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

## 8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

### Electronic Payment:

PNC Bank, Pittsburgh, PA 15222  
PNC Bank Routing #043000096  
CEC Account #2272405  
SWIFT & BIC Code: PNCCUS33  
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):



Civil & Environmental Consultants, Inc.  
P.O. Box 64246  
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

## 9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

## 10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

## 11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

## 12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

## 13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

## 14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

## 15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

## 16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

## 17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

## 18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

## 19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

## END OF TERMS