

**Village of Mantua, Ohio
RESOLUTION 2022-56**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH CT CONSULTANTS FOR THE PROVISION OF GENERAL ENGINEERING
SERVICE, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of Mantua has conducted a Qualifications Based Selection Process pursuant to Ohio Revised Code 153.65 through 153.71 in order to identify and engage the services of a qualified firm to provide general engineering services for the Village of Mantua; and

WHEREAS, CT Consultants has been determined to possess the necessary qualifications and experience to provide these services, and mutually agreeable contract terms have subsequently been negotiated; and

WHEREAS, this Council now desires to engage CT Consultants for the provision of general engineering, architectural and planning services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mantua, Portage County, State of Ohio, two-thirds or more of the members elected thereto concurring, that:

SECTION 1. Pursuant to the statutory requirements of Ohio Revised Code 153.65-153.71, this Council hereby finds and determines that CT Consultants is the most qualified firm among those submitting proposals for general engineering services and further that the terms of a mutually agreeable contractual agreement have been negotiated.

SECTION 2. The Mayor is hereby authorized to execute an agreement for the provision of professional engineering services with CT Consultants, as set forth in “Exhibit A”, attached hereto and incorporated herein by reference.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure, effective immediately upon passage by at least two-thirds of the members of the Mantua Village Council, in order to permit execution of an agreement for services necessary to the Village of Mantua at the earliest time possible.

PASSED AS EMERGENCY this 20th day of December, 2022.

ATTEST:

Mayor Linda Clark

Maryann Fabian, Fiscal Officer

Village of Mantua, Ohio
RESOLUTION 2022-56

I hereby certify that this Resolution was duly published by public posting at pre-designated posting places on the _____ day of December, 2022.

Maryann Fabian, Fiscal Officer

Approved as to legal form by:

Michele Stuck, Solicitor

**AGREEMENT
BETWEEN THE VILLAGE OF MANTUA, OHIO
AND THE FIRM OF CT CONSULTANTS, INC.
2023-2026**

I. THIS AGREEMENT, made at the Village of Mantua, Ohio this ____ day of _____, in the year 2022, by and between the Village of Mantua, Ohio, hereinafter called the "VILLAGE", and the firm of CT Consultants, Inc., Engineers and Architects, 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "ENGINEER", witnesseth;

THAT WHEREAS, the VILLAGE intends to obtain the services of a professional engineer to act in the capacity of Village Engineer and whereas the said firm proposes to furnish such engineering services to the VILLAGE;

THEREFORE, in consideration of these premises, and of the mutual covenants herein set forth, the VILLAGE and the ENGINEER agree as follows:

II. The ENGINEER agrees to furnish and perform the various professional services as are herein defined as "ROUTINE SERVICES" and such additional professional services as are herein defined as "SPECIFICALLY AUTHORIZED SERVICES", as follows:

A. ROUTINE SERVICES: CT will provide the following services for the Village, either as a matter of routine or upon request of an appropriate Village official as may be designated by the Mayor.

1. CT's designated professional engineer, as set out in paragraph A.7, will attend one Council or sub-committee meeting per month at which CT will provide the Village with a progress report on active projects together with any other matters of interest concerning same. Progress reports shall include status and due dates relative to grant application submittal through completion.
2. During active construction phase of any improvement project, CT will provide two (2) project status reports per month, to the Mayor, Fiscal Officer and Village Administrator for inclusion in the monthly Service Committee and regular Council meeting packets.
3. Consultation by telephone and requested meetings with Village Officials. CT will be available to the Village when requested to discuss any engineering matters up to 75 hours in any contract year. Such time shall include attendance at any meetings other than the one (1) monthly meeting attended per paragraph A.1. Such time shall further include one (1) thirty-minute phone conference, scheduled on a weekly basis, which shall include the Mayor, the Village Administrator, and CT's designated Professional Engineer per paragraph A.7. Additional consulting time is available upon request at an additional fee.

4. Facilitate a capital improvements planning workshop each year with Village officials. Prepare a working capital improvements plan including current and future projects, proposed funding sources, and a timeline. This document will be a working document and updated routinely throughout each year.
 5. Prepare preliminary estimates of probable construction cost for proposed construction projects along with estimated budgets of engineering and/or technical services in sufficient detail for review and approval by the Village.
 6. Provide assistance in the preparation of applications for OPWC/Small Government financial assistance in the form of preliminary estimates of construction cost and minor engineering details.
 7. CT shall designate a Professional Engineer to serve as CT's representative to the Village who shall perform all duties and functions as required by the laws of the State of Ohio and the Ordinances of the Village of Mantua, Ohio. As needed and in the event of CT not being available, an individual shall be identified to serve as the Assistant Village Engineer.
- B. SPECIFICALLY AUTHORIZED SERVICE: The following professional services shall be performed by the ENGINEER for the VILLAGE only after such services have been specifically authorized by the VILLAGE:
1. Provide plan review for proposed projects by other public agencies or private developers within or adjacent to the Village of Mantua. Work shall also include the review and approval of project record drawings.
 2. Preparation, maintenance and assistance in the implementation of a VILLAGE Stormwater Management Plan, including annual reports, BMP development, or other duties assigned by the VILLAGE.
 3. Preparation of OPWC or other project funding applications including attendance at public, legislative or administrative meetings or conferences associated with said applications.
 4. Conduct preliminary investigations including mapping and/or exhibits, studies and reports, preliminary general plans, preliminary cost estimates and field investigation.
 5. Perform land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, and descriptions.
 6. Preparation of detailed construction plans, specifications, cost estimates and construction proposals for public improvements within the VILLAGE.

7. Bidding services including "website" access to information and tabulation of construction bid proposals and assistance to the VILLAGE in the awarding of a contract for construction of a public improvement.
8. Furnishing general administration of public construction contracts to assure the VILLAGE of compliance with such existing standards and contract provisions.
9. Review contractor payment requests during the construction of public improvements including the verification of final quantities and contract provisions for such improvements.
10. Provide construction staking for the public improvements.
11. Administer and coordinate any public improvement project or group of public improvement projects. Provide services relative to change order preparation and claim analysis.
12. Furnish competent project representatives for site observation and testing services acting under the direction of the ENGINEER.
13. Compute and certify special assessments for public improvements as may be required.
14. Prepare record project information for all work prepared for the VILLAGE by the ENGINEER and make said copies available upon the request of the VILLAGE.
15. Furnish additional surveying, architectural or engineering services as may be authorized by the VILLAGE and not specified elsewhere herein.
16. Mapping services for VILLAGE facilities.

III. The VILLAGE agrees to retain the services of the ENGINEER during the term of this contract and to compensate the ENGINEER under the following terms and conditions:

- A. RETAINER FEE: For general consulting services as detailed under Article II-A, Routine Services, a monthly retainer fee of Five Hundred Dollars (\$500.00) shall be paid to the ENGINEER as compensation for services indicated.
- B. FEES FOR SPECIFICALLY AUTHORIZED SERVICES provided by the ENGINEER under Article II-B of this Agreement shall be performed as authorized by Village on a task or project basis. Services or specific tasks and/or projects shall only proceed upon written authorization and a not to exceed fee. Fees for engineering services shall not be exceeded without written authorization in one of the following methods:
 - a. Lump Sum Fee. Under a lump sum method, an authorization would be made based on a proposal or work authorization request prepared for the task/project. This would be invoiced monthly or as otherwise pre-determined based on the percent of work completed.
 - b. Hourly Fee. Under an hourly method, an authorization would be made based on an

estimated hourly fee proposal or work authorization request prepared for the task/project. The fee would be equal to an hourly rate computed as payroll cost of various personnel plus 120%. It is agreed and understood by the parties hereto that for purposes of this Agreement, payroll costs shall be actual salary plus 50% for such items as insurance, sick leave, vacations, Worker's Compensation, Social Security, incentive pay and other direct overhead.

Payments for the aforesaid professional services are to be paid monthly by the VILLAGE upon receipt of a detailed statement of time and expenses from the ENGINEER up to the currently approved maximum fee.

- C. PERFORMANCE BY VILLAGE: This proposal is based upon the understanding that the VILLAGE, without expense to the ENGINEER, will:
1. Make available to ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
 2. Provide or otherwise contract for Geotechnical Services which are required for the proper design of the improvements. Selection of the Geotechnical Engineer shall be as recommended by the ENGINEER.
 3. Provide laboratory services for testing materials and/or equipment as may be necessary to assure compliance with contract specifications.
 4. Furnish all legal and/or land appraisal services which may be required.
 5. If requested by the VILLAGE, the ENGINEER shall have the work outlined in Item Nos. 2 through 4 above performed by others and the ENGINEER shall be compensated at 110% of cost by the VILLAGE for such services in addition to the fees outlined in Section III.
- D. TERMINATION: In the event the VILLAGE or the ENGINEER desires to terminate this Agreement, it will be effective thirty (30) days after notification by the party desiring to terminate. The ENGINEER shall be permitted to complete all started projects and design work in process; all other services shall cease at the end of the thirty (30) days. The ENGINEER shall return to the VILLAGE all maps, drawings and other VILLAGE records.
- E. CONFLICT OF INTEREST: Unless otherwise approved or directed by the VILLAGE, the ENGINEER, including all staff members, shall not be employed or receive compensation from any developer for planning of or in seeking approval of any subdivision or development within the corporate limits of the VILLAGE during the time the ENGINEER is employed as VILLAGE ENGINEER.
- F. TERM: The term of this Agreement shall be for six (6) months with the option to extend the term up to three (3) years from the date of this agreement unless either party proposes changes to the terms and conditions. If proposed revisions are acceptable to both parties, a new agreement will be drafted for execution.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at the Village of Mantua, Ohio this ____ day of _____, 2022.

Witnesses:

VILLAGE OF MANTUA, OHIO

Linda Clark
Mayor

CT CONSULTANTS, INC.

By: